Freeport City Council
November 15, 2016
Regular Council Meeting
Package

City of Freeport
REGULAR COUNCIL MEETING
9:00 a.m./Council Chambers/Freeport City Hall
November 15, 2016 Agenda

I. Meeting Called to Order
II. Invocation and Pledge of Allegiance
III. Recognition of Guests
IV. Approval of Past Minutes
- Minutes for the October 27, 2016 Regular Council Meeting (Attachment) **Tab 1**
- Minutes for the October 24, 2016 Special Meeting (Attachment) **Tab 2**
- Minutes for the October 24, 2016 Workshop (Attachment) **Tab 3**
- Minutes for the October 17, 2016 Special Meeting (Attachment) **Tab 4**
- Minutes for the October 11, 2016 Special Meeting @ 8:40 am (Attachment) **Tab 5**
- Minutes for the October 11, 2016 Special Meeting @ 8:50 am (Attachment) **Tab 6**

V. Consideration of Additions/~~Deletions~~ to Agenda
VI. Approval of Agenda with Additions/~~Deletions~~
VII. Staff Reports

A. City Clerk Matters
   1. Approval of Joint Special Meeting with WCBCC, Cities of Freeport & DeFuniak

B. Staff Accountant
   1. Pay all bills in order
   2. Budget Amendment (Attachment) **Tab 7**

C. Planning & Zoning Dept.
   1. American Fidelity SSA/2nd Reading (Attachment) **Tab 8**
   2. American Fidelity RZ/2nd Reading (Attachment) **Tab 9**
   3. WRFPC Brownfield Grant Application Letter of Support (Attachment) **Tab 10**

D. Legal Matters
   1. Ordinance to Amend the Freeport Land Development Code (Attachment) **Tab 11**
   2. Freeport Youth Sports Baseball League Agreement of Responsibilities & Waiver of Fees

E. Engineering
   1. Engineering Updates (Attachment) **Tab 12**

F. Water Dept.
   1. Request approval to advertise for Water Operations Maintenance Worker
   2. Meter Installation Contract (Attachment) **Tab 13**
   3. Request pay increase of Water Employee (Attachment) **Tab 14**

G. Sewer Dept.
   1. Councilwoman McLean
      - Approve Recommendation for Sewer Maintenance Worker I
      - Grinder pumps, tanks to sewer

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

City of Freeport
REGULAR COUNCIL MEETING
9:00 a.m./Council Chambers/Freeport City Hall
November 15, 2016 Agenda

H. Parks Dept.
   1. Request permission to create an information only Facebook corporate account for Parks & Rec
   2. Request a parks and recreation email address
   3. Informational items: bench updates, disc golf and soccer at Bayfest, water situation

VIII. Old Business

A. Council Presidency

IX. New Business

A. Mr. Tom Tillman
   1. Food Vendors at Christmas Parade & Program (Attachment) **Tab 15**

B. Mayor Russ Barley
   1. City Clerk Job Description (Attachment) **Tab 16**

C. Councilwoman Brannon
   1. Legislative Matters

D. Councilwoman Cuchens

E. Councilwoman McLean
   1. Discussion on securing a lobbyist for the City of Freeport.

F. Councilman Farris
   1. Authorization to use the money budgeted in streets for the design phase of the sidewalk project. (Attachment) **Tab 17**
   2. Council Office at City Hall

4. Councilwoman Laird

X. Public Comment

XI. Adjournment

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Tab 1

City of Freeport
REGULAR COUNCIL MEETING
6:00 p.m./Council Chambers/Freeport City Hall
October 27, 2016 Minutes

I. Meeting Opened

The October 27th 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 Janice McLean, Mayor Russ Barley, Councilwoman Elizabeth Brannon and Councilwoman Jennifer Laird.

Council members absent: Councilwoman Kasey Cuchens

Staff present: City Clerk Podraza, City Attorney Clay Adkinson, Parks Director Dana Weiler, Water Supervisor Larry Tuggle, City Engineer Anna Hudson.

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

1. Robert L. Jones, Jones-Phillips & Associates, Inc.
   - CDBG Grant Manager

     Mr. Jones reviewed the Community Block Grant Applicants List which was provided to the Council. The list is comprised of applicants who applied for assistance under the City of Freeport's CDBG 2014 Housing Rehabilitation Grant and have been found eligible under the City's Housing Assistance Program. Mr. Jones explained that the State of Florida requires that each applicant indicate if they have any relationship with the Council Members of the City of Freeport or anyone employed by Jones-Phillips & Associates. The eight (8) applicants have indicated and signed forms stating that they do not have any relationship to the Council or Jones-Phillips & Associates. Relationship meaning: brother, sister, cousin, mother, father or in-law relationship. Mr. Jones asked publicly if any member of the Council is aware of any relationship with the applicants on the Applicants List. The Council confirmed that they do not. Mr. Jones then reviewed the status of the City's Block Grant Process.

IV. Approval of Past Minutes

- October 11, 2016 Regular Council Meeting Minutes

Council Action: Councilwoman McLean made a motion to approve the October 11, 2016 Regular Council Meeting Minutes as presented. Councilman Farris seconded the motion. All ayes; motion carried.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

V. Consideration of Additions/~~Deletions~~ to Agenda

1. Additions
   - Parks – Update on the Fields & Complex Lights
   - Clerk – Request to Advertise for Sewer Maintenance Worker I
   - Councilwoman Cuchens – Request Appointment as Point of Contact for RAO Designation
   - Councilwoman Cuchens – Request approval to attend the Small County Coalition Fall Meeting
2. ~~Deletions~~
   - Planning & Zoning – Update on 331 North WWTP Location

VI. Approval of Agenda with Additions/~~Deletions~~

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

VII. Staff Reports

A. City Clerk Matters

1. RAO Re-Designation MOA
   - City Attorney Adkinson reviewed the Executive Order issued by the Office of the Governor regarding the Rural Area of Opportunity. Attorney Adkinson reviewed the Memorandum of Agreement for the Rural Area of Opportunity (RAO) between the State of Florida, Department of Economic Opportunity and the City of Freeport in Walton County.

Council Action: Councilman Farris made a motion to approve the Memorandum of Agreement between the State of Florida, Department of Economic Opportunity, and The City of Freeport, for the implementation of the Northwest Rural Area of Opportunity (RAO), designation. Councilwoman Brannon seconded the motion. All ayes; motion carried.

2. Appointment of Designee for RAO
   - Clerk Podraza presented a memo prepared by Councilwoman Cuchens requesting to be the Elected Official as the point of contact for the City's RAO Designation. Attorney Adkinson read the memo for the record.
   - Attorney Adkinson informed the Council that a contact from a Non-Profit Organization Engaged in Economic Development would also need to be appointed. Council discussed and decided to appoint the Executive Director of The Walton County Economic Alliance which is currently Bill Imfeld.

Council Action: Councilwoman McLean made a motion to appoint Councilwoman Cuchens as the

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Official Point of Contact for The City of Freeport's Northwest Rural Area of Opportunity (RAO) Designation. Councilwoman Laird seconded the motion.

- Council Discussion: Councilwoman Brannon asked the Mayor if he would be interested in taking this position. Mayor Barley does not feel he has the time to devote to being the RAO Designee.

All Ayes; motion carried.

Council Action: Councilwoman McLean made a motion to appoint the Executive Director of The Walton County Economic Alliance as the Designated Contact from a Non-Profit Organization Engaged in Economic Development, for The City of Freeport's Northwest Rural Area of Opportunity (RAO) Designation. Councilman Farris seconded the motion. All ayes; motion carried.

3. Request approval to attend the Small County Coalition Fall Meeting
   - Clerk Podraza presented a memo to Council from Councilwoman Cuchens requesting approval to attend The Small County Coalition Fall Meeting to be held on November 16th and 17th in Tallahassee. Clerk Podraza read the memo for the record.

Council Action: Councilman Farris made a motion to approve Councilwoman Cuchens to attend the Small County Coalition Fall Meeting to be held November 16th & 17th in Tallahassee. Councilwoman Laird seconded the motion. All ayes; motion carried.

4. Staff Promotional Opportunity Recommendation
   - Clerk Podraza presented the Council with a memo from Jennifer Douglas who supervises Nicole Martin. The memo indicates that Nicole is currently functioning as a Lead Meter Reader and requests that she be promoted to this position.

Council Action: Councilwoman McLean made a motion to approve the promotional opportunity for Nicole Martin from Meter Reader to Lead Meter Reader at the hourly rate of $14.00 per hour. Councilwoman Laird seconded the motion. All ayes; motion carried.

5. Request to Advertise for Sewer Maintenance Worker I
   - Clerk Podraza requested that Council approve to advertise for Sewer Maintenance Worker I.

Council Action: Councilman Farris made a motion to approve advertisement for Sewer Maintenance Worker I. Councilwoman McLean seconded the motion. All ayes; motion carried.

B. Staff Accountant
   1. Pay all bills in order

Council Action: Councilwoman McLean made a motion to approve to pay all bills in order. Councilman Farris seconded the motion. All ayes; motion carried.

C. Planning & Zoning Dept.
   ~~1. Update on 331 North WWTP location~~

D. Legal Matters
   1. Attorney Adkinson updated the Council on the letter of agreement with Praestare Engineering to retrieve the City of Freeport's documents.
   2. Attorney Adkinson updated the Council on the Agreement of Responsibilities and Waiver of Fees with the Freeport Area Youth Sports Association Football League. The Football League Agreement with annotations is ready for execution.

Council Action: Councilman Farris made a motion to adopt the Agreement of Responsibilities and Waiver of Fees with amendments, for the Freeport Area Youth Sports Association Football League. Councilwoman McLean seconded the motion. All ayes; motion carried.

   3. Attorney Adkinson updated the Council on the Freeport Youth Sports Baseball League Agreement of Responsibilities and Waiver of Fees. To **clarify the League's rights and** responsibilities, they will submit an addendum with their agreement. The agreement will be presented at the next Regular Council Meeting.

E. Engineering: None
F. Water Dept.: None
G. Sewer Dept.
   Councilwoman McLean
   1. Funding Sources for City of Freeport Wastewater Treatment Plant
      - Councilwoman McLean reviewed eleven (11) sources that have been contacted for funding for the new Sewer Plant. Councilwoman McLean advised the Council that Freeport is at the stage where the City must have this plant. The City cannot wait on the Restore Money. Councilwoman McLean wanted the Council to know that meetings have taken place and information has been provided to these sources and there have been some good responses. Two meetings with local banks has determined

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

that if the City could find a grant to pay 60% of the loan, then the balance of 40% could be financed. The payment would be approximately 15,000.00 per month for the construction of a new Sewer Plant. If the split were 70 / 30 percent, the payment would be around $25,000.00 per month. This information will be pertinent at the Board of County Commissioners Multi-Government meeting on December 6th.

2. Request to engage our engineers to perform preliminary site investigation and conceptual layout of a wastewater treatment plant for Freeport.
   - Payment would be on an hourly basis not to exceed $20,000.00. City Engineer Anna Hudson addressed the Council on this matter. Investigation and coordination with staff is needed.

Council Action: Councilwoman McLean made a motion to engage Dewberry Engineering to perform a preliminary site investigation and conceptual layout of a Wastewater Treatment Plant for The City of Freeport not to exceed $20,000.00 and the hourly fee would be consistent with the rates in the current continuing contract. Councilman Farris seconded the motion.

Council Discussion: Councilwoman Brannon asked for verification that the money for this project is budgeted. Councilwoman McLean verified that it is. Councilwoman McLean also reiterated that this is a necessity.

All ayes; motion carried.

3. Proposal for Grinder pumps
   - Councilwoman McLean presented two options regarding the discontinuation of the maintenance for the Customer Sewer Grinder Pumps. Councilwoman McLean also provided information showing how much it has cost the City of Freeport to maintain the grinder pumps compared to what has been taken in from the $7.00 a month maintenance fee that is charged to the customer. For ten (10) months the city is showing a deficit of $38,700.00.
   - Attorney Adkinson explained that in the proposals, The City would be discontinuing the maintenance fee of $7.00 per month and converting the responsibility of the maintenance of the pump to the customer.
   - Councilwoman McLean explained that in one proposal the customer would be charged $25.00 per hour as well as the cost for repairs. If the pump needs to be replaced the customer would be charged for the pump itself.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

- Councilwoman McLean explained that in the second proposal, the customer is responsible for the maintenance of their service from the road to their residence. They would be responsible for hiring a plumber for repairs.
- Councilman Farris requested that the proposals be table until the next meeting so that Council would have more time to review them. The grinder pumps were tabled until the next Council Meeting.

4. Furniture for new treatment plant.
   - Councilwoman McLean informed the Council that the furniture for the new Sewer Administrative trailer has been purchased and will be arriving in the next week. The Sewer Department is excited and will hold a grand opening when the trailer and furniture are all set up. The furniture was under budget at around $7,000.00.

H. Parks Dept.

1. Disc Golf
   - Parks Director Weiler introduced Josh Gallaspy of the **Freeport Dragon Slayer's Disc** Golf Club. **Mr. Gallaspy informed the Council that the Dragon Slayer's are looking for** sponsorship to improve and expand the Disc Golf Course under the guidance of the Park Director, Dana Weiler. So far the Golf Club has raised $1,750.00 and there are eleven spots left to fill. Business or Personal/Club Course Sponsorship is needed. A Business Sponsorship is $250.00, Individual/Local Sponsorship is $200.00 and a Course Sponsorship is $500.00 This Sponsorship will put the name of the sponsor on a **"Course Sponsor" sign for all golfers to see. It will be dedicated to donors at this level** only and will included the name and phone number (if applicable) at the top of the sign.

2. Field Updates
   - Parks Director Weiler provided pictures of the baseball fields to the Council showing the before and after of the fields since putting in the new clay. Weiler briefed the Council on the status of the preparation of the fields.
   - Parks Director Weiler requested Council Approval to purchase breakaway safety bases for the fields.

Council Action: Councilwoman Laird made a motion for Parks Director Weiler to purchase five (5) sets of breakaway safety baseball bases at approximately $495.00 a set for a total not to exceed $2,500.00. Councilman Farris seconded the motion. All ayes; motion carried.

- Parks Director Weiler provided pictures to inform the Council of the tracks made from citizens, who have been riding on the Sports Complex multipurpose field with their

ATVs' and dirt-bikes. The Sherriff's department has been notified.

- The grounds are currently being prepped to seed.

3. Update on Field Lights
   - A proposal from a licensed master electrician has been received to check every fuse box and all thirty-two (32) light poles for just under $4,000.00. This does not include the cost to replace the fuses, ballasts or actual lights. The fuses and ballasts must be checked prior to knowing if any of the actual lights need to be replaced. Parks Director Weiler requested permission from the Council to have all 32 poles and all 144 boxes & fuses checked not to exceed $4000.00.

Council Action: Councilman Farris made a motion to approve Parks Director Weiler to accept the proposal from a licensed master electrician not to exceed $4,000.00 to check all fuse boxes and thirty-two (32) light poles at the complex not including the parts. Councilwoman Laird seconded the motion. All ayes; motion carried.

VIII. Old Business: None

IX. New Business

A. Mayor Russ Barley

1. Approval for Freeport First Baptist Church to hold Thanksgiving Banquet

Council Action: Councilman Farris made a motion to approve the Freeport First Baptist Church to hold their Thanksgiving Banquet on the City Hall Grounds on November 19, 2016 from 12:00 pm to 2:00 pm. Councilwoman McLean seconded the motion. All ayes; motion carried.

2. Mayor Barley announced that the Veterans Ceremony will be held Tuesday, November 11th at 2:00 pm at City Hall. A new monument will be added called the Hero Walk. Bricks have been purchased by citizens and have had their family members' names inscribed on them. An obelisk monument is being installed. New trees are being planted and new lighting is being installed as well. There will be an unveiling of the monument and a ribbon cutting at 2:00 pm and the Committee has requested the presence of the City Council.
3. Mayor Barley announced that Bayfest will be held on Saturday, November 12th starting at 10:00 am and ending at 9:00 pm at the Freeport Sports Complex. There is a webpage and Facebook page this year. Financing of three billboard advertisements, radio advertising with four radio stations, and a live radio broadcast have been approved by the Tourism Development Council (TDC).

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.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

- The North-West Florida League of Cities Meeting is going to be held in Freeport on November 15, 2016. The meeting is at 5:00 pm in the Council Chambers and dinner at 6:00 pm will be held in the Community Center.

2. Stand Up North Florida Resolution
   - Councilwoman Brannon informed the Council that at the last North-West Florida League of Cities **Meeting, it was requested that Cities pass the Resolution** "*Stand Up for North Florida*". By passing this resolution, the City of Freeport is saying that all vital water ways in Florida matter and conservation fund money needs to be appropriated to all Florida vital water resources.

Council Action: Councilwoman Brannon made a motion to pass Resolution 2016-14 "Stand Up for North Florida", to dedicate Conservation funds for water conservation projects in the environmentally sensitive areas of North and Central Florida, and oppose any efforts to use state conservation funds to purchase farm lands south of Lake Okeechobee for water storage. Councilman Farris seconded the motion. All ayes; motion carried.

3. City of Freeport Nepotism Policy
   - Councilwoman Brannon requested Council to replace the current City of Freeport Nepotism Policy which states:

No person shall be employed by the City in a position in which he/she would be supervised by a member of his/her immediate family. For the purposes of this section the term "immediate family" refers to: spouse, grandparents, parents, brothers, sisters, children, grandchildren of both employee and the spouse.

- Councilwoman Brannon provided the Council with verbiage to replace the current policy.

Council Action: Councilwoman Brannon made a motion to replace or update the current "Nepotism" policy with the following:

No relative of any full-time employee of the City will be hired or retained on a full-time basis. For the purposes of this section the term "relative" refers to spouse, grandparents, parents, brothers, sisters, children, grandchildren of both the employee and spouse.

Councilman Farris seconded the motion.

Council Discussion:

- Attorney Adkinson advised the Council that the motion would need to be amended to define "*relative*" per Florida Statute 112.315 as follows: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-sister, half-brother, half-sister.
- Attorney Adkinson advised the Council to amend the motion and add a line that reads: Nothing in this policy is intended to limit the application of the State Statute.
- Council discussion ensued.

Councilwoman Brannon withdrew her motion. Councilman Farris seconded the motion to withdraw. A vote for the motion to withdraw was not necessary per the City Attorney.

4. Council Presidency
   - Councilwoman Brannon advised the Council that in past years, after the Cities Address, the Council would vote for the appointment of the next years' Council President. This has not been done in about three years. Councilwoman Brannon requested that this be put on the agenda for the next Council Meeting.
   - Councilwoman Brannon also requested that the Mayor look at the designation of the Council Liaisons to potentially change them up and/or do away with them completely, depending on how the City Charter or Ordinances are written. Councilwoman Brannon also requested that this be addressed at the next Council Meeting.
   - Attorney Adkinson advised the Council to make a motion and agenda the Council Presidency Item under Old Business for the next meeting.

Council Action: Councilwoman Brannon made a motion to agenda the Council Presidency under Old Business on the next Regular Council Meeting Agenda. Councilman Farris seconded the motion. All ayes; motion carried.

C. Councilwoman Cuchens: Absent
D. Councilwoman McLean
   1. Councilwoman McLean relayed to the Council that the citizens on Robin Wood have said thank you to Councilman Farris for the street lights. They are very nice when driving at night.
   2. When Councilwoman McLean met with Peoples National Bank about financing the new Sewer

Plant, they brought a check for $200.00 for the City Christmas Fund. The check was presented to Mayor Barley.

3. Councilwoman McLean also informed the Council that the Sewer Department is currently using a Dry Belt Machine which will remove about 600,000 gallons of sludge from the digester. It is very interesting and our Sewer Department is working hard on the sludge bed project.
4. Councilwoman McLean informed the Council that the City had a call for a grinder pump that had a stuck valve and sewage backed up into the home. The City had to pay for the repair of the damage to the floor.

E. Councilman Farris: None
F. Councilwoman Laird: None

X. Public Comment: None

XI. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The Mayor gaveled and the meeting adjourned at 7:11 p.m.

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Tab 2

City of Freeport
SPECIAL MEETING
5:30 p.m./Council Chambers/Freeport City Hall a
October 24, 2016 Agenda

I. Meeting Opened

The October 24, 2016 Special Council Meeting was called to order at 5:30 PM by Mayor Russ Barley. The meeting was held in City Council Chambers of Freeport City Hall.

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

Staff present: City Clerk Rebecca Podraza, City Attorney Clay Adkinson, City Planner Latilda Hughes-Neel

II. Invocation and Pledge of Allegiance

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

III. Staff Accounting/Bookkeeping Position

- Mayor Barley stated that the purpose of the meeting is to discuss the Accounting/Bookkeeping position and turned the meeting over to City Clerk Podraza.
- Clerk Podraza informed the Council that the Special Meeting has been noticed per the City Attorney's direction as follows:
    1. Advertisement
    2. Selection Process
    3. Job Summary
    4. Job Functions
    5. Job Requirements
    6. Education & Experience
    7. Salary

Council Action: Councilwoman Cuchens made a motion to change the position title of City Accountant to Staff Financial Officer and to approve the Job Description with the changes as follows:

*Add under **Job Summary**; (Oversight of the Billing Department's accounting functions, systems and staff.)*

*Add under **Essential Job Functions**; (Provides Oversight as Department Head to the Billing Department including the review of billing processes, designation of job functions and supervision of staff as needed.)*

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

DRAFT

City of Freeport
SPECIAL MEETING
5:30 p.m./Council Chambers/Freeport City Hall a
October 24, 2016 Agenda

*Under **Education and Experience**; remove the last sentence (~~Seven (7) years accounting experience preferred~~) and add (Seven (7) years local government accounting experience preferred or related financial institution training and experience, with a proven record of progressively increasing levels of responsibility.)*

*Add under **Education and Experience**; (Supervisory experience required).*

*Add under **Essential Job Functions**; (Maintain and coordinate Personnel Insurance and Retirement Benefits.)*

*Add **Salary**; ($36,000.00 – 48,000.00)*

Councilman Farris seconded the motion. All ayes; motion carried.

- Attorney Adkinson advised the Council to make a separate motion for an application submittal closing date.

Council Action: Councilwoman Cuchens made a motion for the closing date to accept applications for the Staff Financial Officer to be November 4, 2016. Councilwoman McLean seconded the motion. All ayes; motion carried.

IV. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The meeting adjourned at 5:57 p.m.

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

DRAFT

Tab 3

City of Freeport
WORKSHOP
6:00 p.m./Council Chambers/Freeport City Hall a
October 24, 2016 Minutes

I. Meeting Opened

The October 24th 2016 Workshop 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, Councilwoman Elizabeth Brannon, and Councilwoman Jennifer Laird.

Staff present: City Clerk Rebecca Podraza, City Planner Latilda Hughes-Neel

II. Invocation and Pledge of Allegiance

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

III. Economic Development

- Mayor Barley opened the meeting and stated that the purpose of the meeting is to discuss Economic Development and turned the meeting over to City Planner Latilda Hughes-Neel.
- City Planner Hughes-Neel approached the podium and introduced the guests in attendance: Mrs. Amber Davis Williams, President of Statecraft, Mr. Billy Williams, Walton County Restore Act Coordinator, Mr. Bob Erwin, Executive Director of the Seaside Institute, Mr. Jay Liles, Consultant to Seaside Institute and County Commissioner Bill Imfeld,

1. Energy Farms
   Planner Hughes-Neel gave a brief overview of Energy Farms in the absence of Energy Farms President, Mr. Shelton Stone who could not be at the Workshop. A pre-application conference was held by City Planner Hughes-Neel and Mr. Stone in regards to the location of a plant of about 10,000 to 12,000 square feet on the Owl's Head property, for building bifacial solar panels. These panels are the latest cutting edge in technology in green energy.

   Mr. Stone intends to partner with the Freeport High School and with North Florida College, to create a curriculum so that students who would like to enter this field will have opportunity to do so through a specific set of classes at both the High School and College level.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Between 60 and 100 people will be hired at the outset of the plant opening.

2. Seaside Farms at Owl's Head
Planner Hughes-Neel introduced Amber Davis Williams, President of Statecraft, who presented the Seaside Farms at Owl's Head project.

Ms. Williams explained that her presentation is in regards to re-envisioning the Owl's Head Development. The owner of Owl's Head, Mr. Dunkin, has been talking for the past couple of years about revitalizing the project and what it could possibly mean to the Freeport area and the community.

Ms. Williams presented the concept of the "Agrihood Development" which would encompass 1257 acres along Hwy 331. The primary objectives of the project include providing more jobs in Walton County through economic diversification, enhancing and broadening the education opportunities for the children and young adults in the area and enriching the lives of the residents through a unique agriculturally focused community.

Argrihood is a term derived by combining agriculture with neighborhood. The definition is something along the lines of "a community that is situated among or around a farm, much like communities are often situated among or around golf courses or swimming pools." The members of the community are all members of the farm and will have the opportunity to work with one another on the farm.

3. Mr. Bob Erwin was then introduced and approached the podium. He informed the Council that he would be presenting on the 30A Mobility Project of the Seaside Institute, Walton County, and the International Transportation Innovation Center.

The project aims to solve the traffic, congestion, parking and safety problems of 30A to uncap our economic engine and expects to see a 10-15% increase in economic vitality and the creation of 2,000 to 4,000 jobs in the area.

4. "ONE WALTON" Sewer/Water Initiative
Mr. Billy Williams addressed the Council in regards to what the County and the City can do together to collectively in regards to the 331 Sewer/Water Initiative. Mr. Williams stated that it is outstanding we have public/private opportunities

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

with proven business leaders as has been presented. The City and the County are the nuts and bolts of this collaborative vision.

The number one project that Freeport, Defuniak and the County have all talked about and recognize is the infrastructure necessary to support operations coming to the area. We are potentially looking at asking Legislature for $30,000,000.00 with $10,000,000.00 to be appropriated each year. We cannot go to the Legislature with that kind of request and this type of vision unless there is a collective structure that is solid. The meeting requested by the City of Freeport that is scheduled for December 6th is to bring the County and Cities together, with the goal of collaborating about Chapter 163 and public/private partnerships so that as an elected body we have all the information needed to guide the City in this process.

- City Planner Hughes-Neel made closing comments and thanked the guests for their coming and for their presentations.

Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The meeting adjourned at 7:07 pm.

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

DRAFT

Tab 4

City of Freeport
SPECIAL MEETING
6:00 p.m./Council Chambers/Freeport City Hall a
October 17, 2016 Agenda

I. Meeting Opened

The October 17, 2016 Special 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 Elizabeth Brannon, Councilwoman Janice McLean, Councilwoman Kasey Cuchens and Councilwoman Jennifer Laird.

Staff present: City Clerk Rebecca Podraza, City Attorney Clayton Adkinson

II. Invocation and Pledge of Allegiance

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

III. Bookkeeping Position Interviews

- Mayor Barley stated that the purpose of the meeting is to interview for the Bookkeeping position and turned the meeting over to City Clerk Podraza.
- Clerk Podraza informed the Council that there are three (3) candidates present to be interviewed. A copy of the interview questions was provided to the Council as well as the Nominating Committee Score Sheet to rank the applicants during their interviews. After the interviews the scores are tallied on a tally sheet.
- Councilwoman McLean asked City Attorney Adkinson if he would advise as to whether the position should be re-advertised due to the advertisement being different from the job description.
- Attorney Adkinson reviewed the September 2015 Staff Accountant Job Description as well as the revised copy from September of 2016. The title was changed on the 2016 Job Description from Staff Accountant to City Bookkeeper. The last sentence of the paragraph under Education and Experience was changed from seven (7) years accounting experience **required** to seven (7) years accounting experience **preferred**. Although these changes were discussed and reflected in the Regular Council Meeting minutes on September 22, 2016, Council did not vote to approve the revised job description.
- Attorney Adkinson explained that the advertisement posted in the DeFuniak Herald read seven (7) years local government preferred but the job description does not reflect the

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

same.

- Attorney Adkinson reviewed the Selection Process from the Policies and Procedures manual. The Council has followed the guidelines per the Department Head Hiring Process and they may continue to conduct the process in that way if they so choose.
- Council discussed the conflicts between the 2015 & 2016 job descriptions as well as the discrepancy in the advertisement. A Special Meeting was scheduled for October 24, 2016 at 5:30 pm to correct and vote on the revised job description and advertisement.
- The candidates were asked to convene in the Council Chambers and City Attorney Adkinson explained to them why the position will be re-advertised and that they should email or call the Mayor if they would like to resubmit their application for the position.
- A question was raised by an applicant as to whether the revisions to the advertisement and job description will change the screening process and make the current candidates ineligible for the position. The City Attorney explained the inconsistencies in the job description and the advertisement and why the Council has made the decision to re-advertise.

IV. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The meeting adjourned at 6:30 p.m.

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

DRAFT

Tab 5

City of Freeport
SPECIAL MEETING
8:40 p.m./Council Chambers/Freeport City Hall a
October 11, 2016 Agenda

I. Meeting Opened

The October 11th 2016 Regular Council Meeting was called to order at 8:40 AM 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 Attorney Clay Adkinson, City Planner Latilda Hughes-Neel, Parks Director Dana Weiler.

II. Florida Recreation Development Assistance Program (FRDAP) Pool Grant at Casey Park Pool

1. Mayor Barley opened the meeting and announced that Council would forgo the Invocation and Pledge of Allegiance to proceed with the Special Meeting. The Invocation and Pledge will be conducted at the Regular Meeting following the Special Meetings. Mayor Barley then turned the meeting over to Councilwoman Cuchens.
2. Councilwoman Cuchens explained that one of the requirements for the FRDAP Grant Application Process is to hold a Special Council Meeting. This process is to inform the Council and the public about the project and what it entails as well as the requirements of this grant application.

   This FRDAP Grant is strictly for repairs of the Casey Park Pool. The grant will be in the amount of $50,000.00 and the deadline to submit for this grant is October 28, 2016. No in kind matching will be required.

   The FRDAP Grant Application will be approved at the next Regular Council Meeting following the Special Meetings on October 11, 2016.

III. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The Mayor gaveled and the meeting adjourned at 8:48 a.m.

DRAFT

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

City of Freeport
SPECIAL MEETING
8:40 p.m./Council Chambers/Freeport City Hall a
October 11, 2016 Agenda

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

DRAFT

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Tab 6

City of Freeport
SPECIAL MEETING
8:50 p.m./Council Chambers/Freeport City Hall a
October 11, 2016 Agenda

I. Meeting Opened

The October 11th 2016 Regular Council Meeting was called to order at 8:50 AM 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 Attorney Clay Adkinson, City Planner Latilda Hughes-Neel, Parks Director Dana Weiler.

II. Florida Recreation Development Assistance Program (FRDAP) Grant for Splash Pad at Freeport Regional Sports Complex

1. Mayor Barley turned the meeting over to Councilwoman Cuchens.

2. Councilwoman Cuchens advised the Council that the purpose of this FRDAP Grant application will be to repurpose the sand volleyball quarts at the Freeport Sports Complex. They are currently underutilized and it has been determined that this would be an ideal location for a Splash Pad.

   At this time the figures are still being put together for the project but it looks as though the splash pad will run somewhere around a thousand (1,000) to twelve hundred (1,200) square feet. The area is currently a 60X70 foot area and it will be landscaped with beautiful shaded areas. There will be a picnic area as well.

   This grant application will be in conjunction with the grant application that is being submitted for the Unique Abilities Grant application so the entire area will be revamped and become a well utilized part of the park. More sidewalks will be added, as well as a fountain in the retention pond to enhance the whole look of the area.

   This project will come in right at $200,000.00. No in kind matching will be required.

3. Parks Director Weiler approached the podium and explained some of the details on how the Splash Pad system would operate as well as how this would enhance the esthetics of the park.

DRAFT

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

City of Freeport
SPECIAL MEETING
8:50 p.m./Council Chambers/Freeport City Hall a
October 11, 2016 Agenda

III. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The Mayor gaveled and the meeting adjourned at 8:59 a.m.

FREEPORT CITY COUNCIL

_____
Mayor

_____
Council President

ATTEST:

_____
City Clerk

DRAFT

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

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).

Tab 7

Billing/Meter Reading	Hourly/Salary	Total
Jennifer Douglas		31,500.00
Stacy Ward	11.50	23,920.00
April Porter	11.50	23,920.00
Nicole Martin	14.00	29,120.00
Gary Thomas	11.50	23,920.00
Jennifer Duke	11.50	23,920.00
Total		156,300.00

City Share Fica & Medicare	12,000.00
Health Insurance	54,000.00
Equipment	35,000.00
Office Supplies	3,000.00
	$104,000.00

Total Expenses **$260,300.00**

FREEPORT, FL

Expenditure Budget Worksheet

FUND 001 GENERAL FUND

DEPT 510 ADMINISTRATION	2014/2015	2016/2017
E 001-510-41100 Salaries - Elected Officials	$79,104.00	80,000.00
E 001-510-41120 Salaries - Admin	$405,000.00	248,700.00
E 001-510-41200 Salary - Staff	$0.00	
E 001-510-41220 Salary - Maintenance	$0.00	
E 001-510-41230 Salary - Clerk	$0.00	
E 001-510-41250 Salary - Part Time	$3,000.00	3,000.00
E 001-510-41400 Overtime	$5,000.00	5,000.00
E 001-510-42100 City Share FICA & Medcr	$20,000.00	20,000.00
E 001-510-42200 Retirement Contribution	$14,000.00	14,000.00
E 001-510-42250 Comp Absences	$0.00	
E 001-510-42300 City Share Health Ins	$159,000.00	104,400.00
E 001-510-42400 Worker s Compensation	$0.00	
E 001-510-42500 Unemployment Compensation	$0.00	
E 001-510-42600 Uniform Expenses	$3,000.00	3,500.00
E 001-510-42610 Employee Screening expense	$100.00	500.00
E 001-510-43009 Miscellaneous	$1,000.00	1,000.00
E 001-510-43010 Bank Charges	$100.00	100.00
E 001-510-43015 Taxes & Permits	$200.00	200.00
E 001-510-43100 Legal Services	$30,000.00	45,000.00
E 001-510-43130 Outside Labor & Services	$1,500.00	36,000.00
E 001-510-43140 Engineering Services	$20,000.00	20,000.00
E 001-510-43200 Auditing Services	$35,000.00	35,000.00
E 001-510-43300 Election Expense	$0.00	
E 001-510-44000 Travel Expense	$20,000.00	20,000.00
E 001-510-44100 Telephone Expense	$6,000.00	8,000.00
E 001-510-44300 Utilities	$30,000.00	30,000.00
E 001-510-44350 Garbage	$20,000.00	20,000.00
E 001-510-44500 Insurance	$0.00	21,000.00
E 001-510-44600 Bldg Maint & Furniture	$25,000.00	35,000.00
E 001-510-44610 Vehicle & Equip Maint	$15,000.00	15,000.00
E 001-510-44800 Membership Fees	$5,000.00	10,000.00
E 001-510-44900 Administration Expense	$3,000.00	3,000.00
E 001-510-45100 Office Supplies	$15,000.00	15,000.00
E 001-510-45210 Gas & Oil	$1,000.00	2,500.00
E 001-510-45400 Training Materials	$1,000.00	1,000.00
E 001-510-45520 Enterprise Zone Developmt	$0.00	
E 001-510-46400 Capital Outlay	$10,000.00	175,982.00
E 001-510-47000 Land Purchase	$157,000.00	
E 001-510-47095 Interest Expense	$0.00	
E 001-510-47165 Debt Service - Principal	$0.00	
E 001-510-47250 FMHA Bond Pymt - Interest	$51,000.00	52,000.00
E 001-510-48000 Donations	$0.00	
E 001-510-48100 Advertising	$12,000.00	15,000.00
E 001-572-43050 Community Center Operations	$2,500.00	2,500.00

FREEPORT, FL

Expenditure Budget Worksheet

E 001-572-46355 Heritage Museum Operations	$2,500.00	2,500.00
E 001-572-46360 Blount House Operations	$2,500.00	2,500.00
BAY FEST		6,500.00
CAPITAL IMPROVEMENTS PROJECTS		225,700.00
RESERVES FROM BENEFIT SAVINGS		54,600.00
	TOTAL	1,334,182.00

DEPT 541 STREETS	YTD Budget	2016/2017
E 001-541-43000 Operating Expense	$7,000.00	800.00
E 001-541-43130 Outside Labor & Services	$22,000.00	20,000.00
E 001-541-44300 Utilities	$28,000.00	20,000.00
E 001-541-44500 Insurance	$0.00	
E 001-541-45200 Operating Supplies & Mat	$0.00	
E 001-541-46400 Capital Outlay	$15,727.00	
E 001-541-46425 Capital Outlay/Hwy20 Sidewalks	$30,000.00	50,338.00
	TOTAL	91,138.00

DEPT 571 LIBRARY	YTD Budget	2016/2017
E 001-571-43000 Operating Expense	$400.00	
E 001-571-44300 Utilities	$0.00	300.00
E 001-571-44600 Bldg Maint & Furniture	$2,000.00	2,000.00
E 001-571-46300 Building Improvements	$0.00	
	TOTAL	2,300.00

DEPT 572 PARKS & RECREATION	YTD Budget	2016/2017
E 001-572-41200 Salary - Staff	$73,761.00	64,380.00
E 001-572-41250 Salary - Part Time	$35,000.00	30,000.00
E 001-572-42100 City Share FICA & Medcr	$7,000.00	4,000.00
E 001-572-42200 Retirement Contribution	$10,000.00	5,000.00
E 001-572-42300 City Share Health Ins	$13,273.00	19,800.00
E 001-572-42610 Employee Screening expense	$0.00	
E 001-572-43000 Operating Expense	$40,000.00	25,000.00
E 001-572-43130 Outside Labor & Services	$22,800.00	27,000.00
E 001-572-44300 Utilities	$36,309.00	35,000.00
E 001-572-44500 Insurance	$6,000.00	8,000.00
E 001-572-44600 Bldg Maint & Furniture	$61,000.00	0.00
E 001-572-45250 Grounds Maintenance	$20,000.00	15,000.00
E 001-572-46340 Laird Park Expenses	$0.00	
E 001-572-46345 Casey Park & Pool Complex	$55,000.00	25,000.00
E 001-572-46365 Freeport Regional Sports Comp	$25,000.00	9,500.00
E 001-572-46370 Festival Expenses	$6,500.00	2,500.00
E 001-572-46400 Capital Outlay	$12,000.00	
E 001-572-46405 Capital Outlay - Industrial Pk	$0.00	
E 001-572-46415 Capital Outlay/4 Mile Cr Park	$0.00	
E 001-572-46420 Capital Outlay/Activity Center	$0.00	
RESERVES FROM BENEFITS SAVINGS		6,600.00
	TOTAL	276,780.00

FREEPORT, FL
Expenditure Budget Worksheet

DEPT 581 TRANSFERS	YTD Budget	2016/2017
E 001-581-49000 Infrastructure Tax	$375,000.00	375,000.00
E 001-581-49005 Rental taxes	$1,500.00	3,000.00
E 001-581-49110 Transfer to Water	$0.00	260,300.00
E 001-581-49120 Transfer to Sewer	$0.00	
E 001-581-49135 Transfer to North Bay	$0.00	
E 001-581-49140 Planning & Zoning Fees	$0.00	1,000.00
	TOTAL	639,300.00

2,343,700.00

FREEPORT, FL
Revenue Budget Worksheet

FUND 001 General Fund	YTD Budget	YTD Amount	2016/2017 Budget
R 001-31110 Ad Valorem Taxes	$860,000.00	$72,793.36	$1,023,000.00
R 001-31115 Misc Income	$0.00	$10,720.00	
R 001-31200 Impact Fees	$0.00	$0.00	
R 001-31210 One Cent Infrastructure	$470,000.00	$393,803.52	$400,000.00
R 001-31220 Infrastructure tax refund	$200,000.00	$0.00	$325,000.00
R 001-31241 Local Option Gas Tax	$15,000.00	$355,167.03	$20,000.00
R 001-31310 Franchise Fee-Electric	$80,000.00	$0.00	$80,000.00
R 001-31320 Local Communications Tax	$20,000.00	$13,326.07	$20,000.00
R 001-31370 Franchise Fee-Garbage	$3,000.00	$767.27	$3,000.00
R 001-33154 Grant - Other	$0.00	$0.00	
R 001-33155 Grant - CDBG	$0.00	$5,000.00	
R 001-33160 Grant - Rural Development	$0.00	$0.00	
R 001-33165 Grant - DOT sidewalk	$0.00	$0.00	
R 001-33170 Grant - FRDAP	$0.00	$0.00	
R 001-33185 Grant - Department of Energy	$0.00	$0.00	
R 001-33440 Planning & Zoning Fees	$10,000.00	$16,833.13	$20,000.00
R 001-33445 Recording/Filing Fees	$0.00	$0.00	
R 001-33512 State Revenue Sharing	$60,000.00	$58,468.76	$60,000.00
R 001-33513 Cigarette Tax	$0.00	$0.00	
R 001-33514 Mobile Home License	$1,500.00	$873.25	$1,000.00
R 001-33515 Beverage License	$3,500.00	$2,726.88	
R 001-33518 Half Cent Sales Tax	$300,000.00	$206,577.59	$250,000.00
R 001-33549 DOT Contract	$30,000.00	$14,310.70	$30,000.00
R 001-33550 DOT Relocation Utilities	$0.00	$0.00	
R 001-33730 FEMA Disaster Grants	$0.00	$0.00	
R 001-33732 Cost Recovery-FD	$0.00	$0.00	
R 001-34345 Insurance Proceeds	$0.00	$0.00	
R 001-34400 Land Development Code	$0.00	$0.00	
R 001-34450 Notary Services	$1,000.00	$40.00	$200.00
R 001-34720 Recreation & Parks	$67,000.00	$6,587.75	$70,700.00
R 001-34725 Donations to Parks/Rec	$0.00	$0.00	
R 001-34730 Pool concession fees	$3,000.00	$1.00	
R 001-34735 Festival - Sponsorship & Incom	$500.00	$0.00	$5,000.00
R 001-34750 Meeting Room Rental	$4,000.00	$6,516.00	$10,000.00
R 001-34755 Donations to Heritage Museum	$0.00	$0.00	
R 001-35110 Court Fines	$1,000.00	$130.97	$200.00
R 001-35200 Fire Dept County Funding	$0.00	$0.00	
R 001-35250 Fire Dept MSBU	$0.00	$0.00	
R 001-35260 Fire Dept Grant	$0.00	$0.00	
R 001-35600 Donations to Fire Dept	$0.00	$0.00	
R 001-36000 Miscellaneous	$500.00	$4,293.58	
R 001-36005 Miscellaneous - trans funds	$0.00	$0.00	

FREEPORT, FL

Revenue Budget Worksheet

	YTD Budget	YTD Amount	2016/2017 Budget
R 001-36100 Interest Income	$1,200.00	$4.22	$2,000.00
R 001-36120 Interest-St Bd Admin	$0.00	$0.00	
R 001-36200 City Property Lease	$21,600.00	$1,890.69	$21,600.00
R 001-36400 Sale of Assets	$0.00	$0.00	
R 001-36990 Qualifying Fees	$0.00	$0.00	
R 001-37000 Bank Loan Receipt	$0.00	$0.00	
R 001-37100 Loan Proceeds	$0.00	$0.00	
R 001-37200 Other Financing Services	$0.00	$0.00	
R 001-37205 Other Financing - Prior year	$0.00	$0.00	
R 001-37210 Other Financing - account tran	$0.00	$0.00	
R 001-38100 Received rental taxes	$2,000.00	$685.76	$2,000.00
R 001-38105 Received for fire hydrant main	$48,000.00	$0.00	
R 001-38110 Received from Sewer Fnd	$0.00	$0.00	
R 001-38120 Received from Water Fnd	$0.00	$0.00	
R 001-38140 Received from North Bay	$0.00	$0.00	
R 001-38150 Received from Walton County	$0.00	$0.00	
R 001-39000 Reimb by FMHA	$0.00	$0.00	
		TOTAL	$2,343,700.00

FREEPORT, FL

Expenditure Budget Worksheet

FUND 410 WATER FUND

Dept 533 Water Department	YTD Budget	2016/2017
E 410-533-41200 Salary - Staff	$372,000.00	$389,980.00
E 410-533-41210 Salary - Operator	$0.00	
E 410-533-41220 Salary - Maintenance	$0.00	
E 410-533-41230 Salary - Clerk	$0.00	
E 410-533-41240 Salary - Supervisor	$0.00	
E 410-533-41250 Salary - Part Time	$7,000.00	
E 410-533-41400 Overtime	$10,000.00	
E 410-533-42100 City Share FICA & Medcr	$25,000.00	$29,725.00
E 410-533-42200 Retirement Contribution	$25,000.00	$13,900.00
E 410-533-42250 Comp Absences	$0.00	
E 410-533-42300 City Share Health Ins	$115,000.00	$123,300.00
E 410-533-42500 Unemployment Compensation	$0.00	
E 410-533-42600 Uniform Expenses	$1,000.00	$1,500.00
E 410-533-42610 Employee Screening expense	$250.00	$250.00
E 410-533-43009 Miscellaneous	$0.00	
E 410-533-43010 Bank Charges	$1,000.00	
E 410-533-43011 Deposit Overage/Shortage	$0.00	
E 410-533-43015 Taxes & Permits	$2,000.00	$500.00
E 410-533-43130 Outside Labor & Services	$15,000.00	$25,000.00
E 410-533-43135 Outside Lab Services	$5,000.00	$8,000.00
E 410-533-43140 Engineering Services	$30,000.00	$30,000.00
E 410-533-43150 Prof Svcs-Consumptive Use	$0.00	
E 410-533-44100 Telephone Expense	$13,000.00	$13,000.00
E 410-533-44200 Postage	$20,000.00	
E 410-533-44300 Utilities	$85,000.00	$86,000.00
E 410-533-44350 Garbage	$1,000.00	
E 410-533-44500 Insurance	$70,000.00	$70,000.00
E 410-533-44600 Bldg Maint & Furniture	$3,000.00	$3,000.00
E 410-533-44610 Vehicle & Equip Maint	$20,000.00	$65,000.00
E 410-533-44620 System Maint & Repairs	$58,000.00	$111,783.00
E 410-533-44800 Membership Fees	$0.00	$1,000.00
E 410-533-44900 Administration Expense	$1,000.00	$2,000.00
E 410-533-45100 Office Supplies	$9,500.00	$13,000.00
E 410-533-45200 Operating Supplies & Mat	$80,000.00	$224,000.00
E 410-533-45210 Gas & Oil	$25,000.00	$25,000.00
E 410-533-45400 Training Materials	$3,000.00	$5,000.00
E 410-533-46000 System Improvement & Upgrade	$10,000.00	$85,000.00
E 410-533-46300 Building Improvements	$0.00	
E 410-533-46310 System Expansions	$0.00	
E 410-533-46400 Capital Outlay	$0.00	
E 410-533-47010 Loss on Sale of Assets	$0.00	
E 410-533-47020 Bad Debt Expense	$0.00	
E 410-533-47030 Developer refund	$0.00	
E 410-533-47095 Interest Expense	$0.00	

FREEPORT, FL

Expenditure Budget Worksheet

E 410-533-47100 Bond Pymt - Principal	$0.00	$144,562.00
E 410-533-47190 Depreciation Expense	$144,677.00	
E 410-533-47250 FMHA Bond Pymt - Interest	$0.00	
E 410-533-49105 Transfer for fire hydrant main	$0.00	
E 410-533-49115 Transfer to Meter	$0.00	
E 410-533-49120 Transfer to Sewer	$0.00	
E 410-533-49130 Transfer to General	$0.00	
E 410-533-49135 Transfer to North Bay	$20,000.00	
RESERVES FROM BENEFITS SAVINGS		$23,100.00
	TOTAL	$1,493,600.00

FUND 412 North Bay Water Fund	**YTD Budget**	**2016/2017**
E 412-534-41200 Salary - Staff	$0.00	
E 412-534-41210 Salary - Operator	$0.00	
E 412-534-41220 Salary - Maintenance	$0.00	
E 412-534-41250 Salary - Part Time	$0.00	
E 412-534-41400 Overtime	$0.00	
E 412-534-42100 City Share FICA & Medcr	$0.00	
E 412-534-42200 Retirement Contribution	$0.00	
E 412-534-42250 Comp Absences	$0.00	
E 412-534-42300 City Share Health Ins	$0.00	
E 412-534-42600 Uniform Expenses	$0.00	
E 412-534-42610 Employee Screening expense	$0.00	
E 412-534-43005 Prior Period Deposits	$0.00	
E 412-534-43009 Miscellaneous	$0.00	
E 412-534-43010 Bank Charges	$0.00	
E 412-534-43015 Taxes & Permits	$0.00	
E 412-534-43100 Legal Services	$0.00	
E 412-534-43130 Outside Labor & Services	$0.00	
E 412-534-43135 Outside Lab Services	$2,000.00	$2,000.00
E 412-534-43140 Engineering Services	$0.00	
E 412-534-43150 Prof Svcs-Consumptive Use	$0.00	
E 412-534-44100 Telephone Expense	$300.00	$500.00
E 412-534-44200 Postage	$5,000.00	
E 412-534-44300 Utilities	$8,000.00	$9,000.00
E 412-534-44400 Equipment Rental	$0.00	
E 412-534-44500 Insurance	$20,000.00	$20,000.00
E 412-534-44600 Bldg Maint & Furniture	$0.00	
E 412-534-44610 Vehicle & Equip Maint	$0.00	$1,500.00
E 412-534-44620 System Maint & Repairs	$5,000.00	$5,000.00
E 412-534-45100 Office Supplies	$700.00	$700.00
E 412-534-45200 Operating Supplies & Mat	$1,000.00	$2,500.00
E 412-534-45210 Gas & Oil	$3,000.00	$3,000.00
E 412-534-46000 System Improvement & Upgrade	$0.00	
E 412-534-46300 Building Improvements	$0.00	
E 412-534-46310 System Expansions	$0.00	
E 412-534-46400 Capital Outlay	$0.00	

FREEPORT, FL

Expenditure Budget Worksheet

E 412-534-47000 Land Purchase	$0.00	
E 412-534-47010 Loss on Sale of Assets	$0.00	
E 412-534-47020 Bad Debt Expense	$0.00	
E 412-534-47100 Bond Pymt - Principal	$180,830.00	
E 412-534-47250 FMHA Bond Pymt - Interest	$0.00	
E 412-534-49105 Transfer for fire hydrant main	$0.00	
E 412-534-49110 Transfer to Water	$0.00	
E 412-534-49120 Transfer to Sewer	$0.00	
E 412-534-49130 Transfer to General	$0.00	
		$44,200.00

GRAND TOTAL **$1,537,800.00**

FREEPORT, FL

Revenue Budget Worksheet

FUND 410 WATER FUND	YTD Budget	YTD Amount	2016/2017 Budget
R 410-31200 Impact Fees	$15,000.00	$51,650.00	$15,000.00
R 410-33154 Grant - Other	$0.00	$59,669.00	$0.00
R 410-33155 Grant - CDBG	$0.00	$0.00	$0.00
R 410-33160 Grant - Rural Development	$0.00	$0.00	$0.00
R 410-33730 FEMA Disaster Grants	$0.00	$0.00	$0.00
R 410-34330 Sales	$950,000.00	$489,555.48	$950,000.00
R 410-34331 Connection Fees	$15,000.00	$43,475.00	$15,000.00
R 410-34332 Reconnect Fees	$7,500.00	$8,275.00	$7,500.00
R 410-34333 Meter Deposits	$0.00	($224.82)	$0.00
R 410-34334 Late Charges & Penalties	$30,000.00	$7,835.00	$30,000.00
R 410-34335 Material Sales	$10,000.00	$12,634.54	$10,000.00
R 410-34337 Labor & Machine Time	$0.00	$0.00	$0.00
R 410-34338 Return Check Fees	$1,000.00	$650.00	$1,000.00
R 410-34339 Miscellaneous Sales	$0.00	$0.00	$0.00
R 410-34340 FCS Option Revenue	$0.00	$0.00	$0.00
R 410-34345 Insurance Proceeds	$0.00	$0.00	$0.00
R 410-34347 Inspection Fees	$0.00	$0.00	$0.00
R 410-36000 Miscellaneous	$0.00	$0.00	$0.00
R 410-36100 Interest Income	$2,500.00	$0.00	
R 410-36400 Sale of Assets	$800.00	$0.00	
R 410-37000 Bank Loan Receipt	$0.00	$0.00	$0.00
R 410-37100 Loan Proceeds	$0.00	$0.00	$0.00
R 410-37205 Other Financing - Prior year	$0.00	$0.00	$0.00
R 410-37210 Other Financing - account tran	$0.00	$0.00	$0.00
R 410-38110 Received from Sewer Fnd	$0.00	$0.00	$0.00
R 410-38120 Received from Water Fnd	$0.00	$0.00	$0.00
R 410-38130 Received from General	$0.00	$0.00	$260,300.00
R 410-38140 Received from North Bay	$0.00	$0.00	$0.00
		TOTAL	$1,288,800.00

FREEPORT, FL

Revenue Budget Worksheet

FUND 412 NORTH BAY WATER FUND	YTD Budget	YTD Amount	2016/29017 Budget
R 412-31200 Impact Fees	$0.00	$1,500.00	$0.00
R 412-33160 Grant - Rural Development	$0.00	$0.00	$0.00
R 412-34330 Sales	$235,000.00	$149,852.48	$235,000.00
R 412-34331 Connection Fees	$2,500.00	$2,200.00	$2,500.00
R 412-34332 Reconnect Fees	$1,500.00	$226.97	$1,500.00
R 412-34333 Meter Deposits	$0.00	($2,272.40)	$0.00
R 412-34334 Late Charges & Penalties	$10,000.00	$3,836.01	$10,000.00
R 412-34335 Material Sales	$0.00	$0.00	$0.00
R 412-34337 Labor & Machine Time	$0.00	$0.00	$0.00
R 412-34338 Return Check Fees	$500.00	$25.00	$0.00
R 412-34339 Miscellaneous Sales	$0.00	$0.00	$0.00
R 412-34345 Insurance Proceeds	$0.00	$0.00	$0.00
R 412-34347 Inspection Fees	$0.00	$0.00	$0.00
R 412-36000 Miscellaneous	$0.00	$0.00	$0.00
R 412-36005 Miscellaneous - trans funds	$0.00	$0.00	$0.00
R 412-36100 Interest Income	$250.00	$0.23	$0.00
R 412-36400 Sale of Assets	$0.00	$0.00	$0.00
R 412-37100 Loan Proceeds	$0.00	$0.00	$0.00
R 412-37205 Other Financing - Prior year	$0.00	$0.00	$0.00
R 412-37210 Other Financing - account tran	$0.00	$0.00	$0.00
R 412-38110 Received from Sewer Fnd	$0.00	$0.00	$0.00
R 412-38120 Received from Water Fnd	$0.00	$0.00	$0.00
R 412-38130 Received from General	$0.00	$0.00	$0.00
		TOTAL	$249,000.00

GRAND TOTAL WATER & NORTH BAY BAY **$1,537,800.00**

Tab 8

ORDINANCE NO. 2016-__

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF FREEPORT, SPECIFICALLY THE FUTURE LAND USE MAP, SPECIFICALLY A PORTION OF THE PARCEL IDENTIFIED WITH REFERENCE NUMBERS 23-1S-19-23000-001-0041 CONTAINING 13.38 ACRES MORE OR LESS, FROM CITY DESIGNATION RD (RURAL DEVELOPMENT) TO THE CITY'S UD (URBAN DEVELOPMENT) FUTURE LAND USE DESIGNATION.

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Freeport prepare and adopt and enforce a comprehensive plan; and,

WHEREAS, the City of Freeport adopted the Future Land Use Element of the Comprehensive Plan on December 20, 1990; and,

WHEREAS, Chapter 163, Florida Statutes, empowers the City of Freeport to amend its comprehensive plan; and,

WHEREAS, the City of Freeport City Council held a Public Hearing to adopt Comprehensive Plan Amendment 2016-SSA-01, pursuant to Section 163, 3187, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the City Council of Freeport, Florida finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment 2016-SSA-01, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within City of Freeport; now therefore,

BE IT ORDAINED by the City Council of the City of Freeport, Florida as follows:

Section 1 Purpose and Intent

The land use designation of the above identified parcel shall be and hereby is changed from the RD (Rural Development) land use designation to the UD (Urban Development) Future Land Use designation.

Section 2 Comprehensive Plan Amendment

The City of Freeport Comprehensive Plan is hereby amended to include the following parcel described by the legal description below as:

COM NW/COR SEC 23-1S-19W,S 88 DEG 48'22"E 820.82 FT TO E ROWST RD US HWY 331,S 18 DEG 52' 15"W ALG ROW 104.96 FT FOR POBS 18 DEG 52'15"W ALONG ROW 212.12 FT TO E ROW OLD JOLLY BAY RD,DPRT US HWY 331 PROCEEDALONG E ROW OLD JOLLY BAY RD S 13 DEG 19'34"E 52.60 FT,S 14DEG 42'07"E 385.36 FT,N 73 DEG05'03"E 52.60 FT,S 16 DEG 54' 57"E 17.20 FT,DPRT E ROW S 88 DEG 48'22"E 744.66 FT,N 01 DEG11'38"E 666.27 FT TO A POINT 100 FT S OF N SEC LINE,N 88 DEG 48'22"W 865.36 FT TO POB. PER ANNEXATION 2016-5

Containing 13.38 acres, more or less.

Section 3 Severability

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this Ordinance and the City of Freeport's Comprehensive Plan shall remain in full force and effect.

Section 4 Copy on File

DRAFT

An official, true, and correct copy of all elements of the Freeport Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Mayor or his designee.

Section 5 Effective Date

The effective date of this Comprehensive Plan Amendment shall be as provided by Florida Statutes.

PASSED AND DULY ADOPTED at the regular meeting of the City Council of Freeport, in Walton County Florida the _____ day of _____, 2016.

CITY OF FREEPORT, FLORIDA

BY_____ MAYOR

ATTEST:

_____CITY CLERK

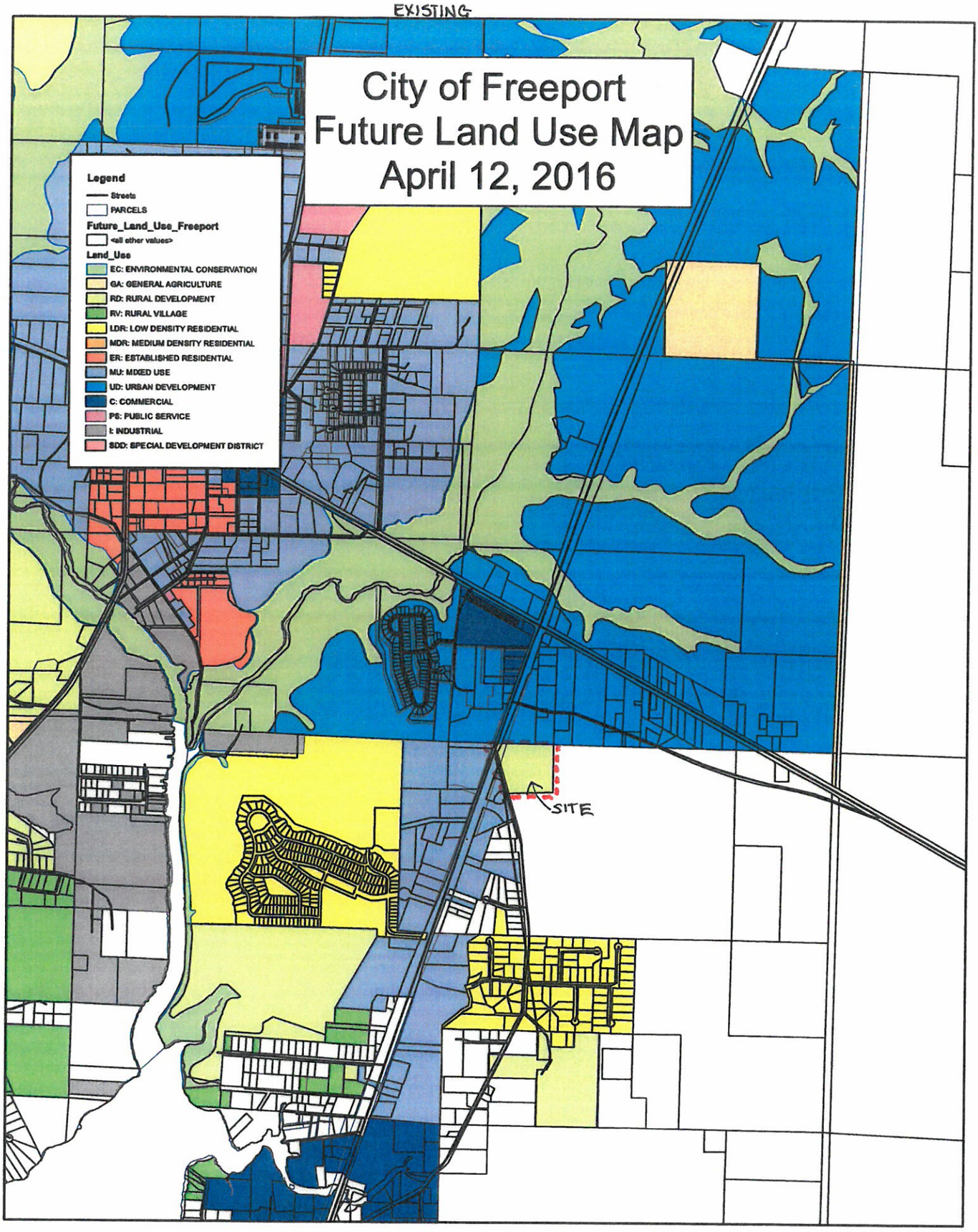
City Planning Board Hearing: September 14, 2016

City Council First Reading: October 11, 2016

City Council Second Reading: November 15, 2016

DRAFT

EXISTING

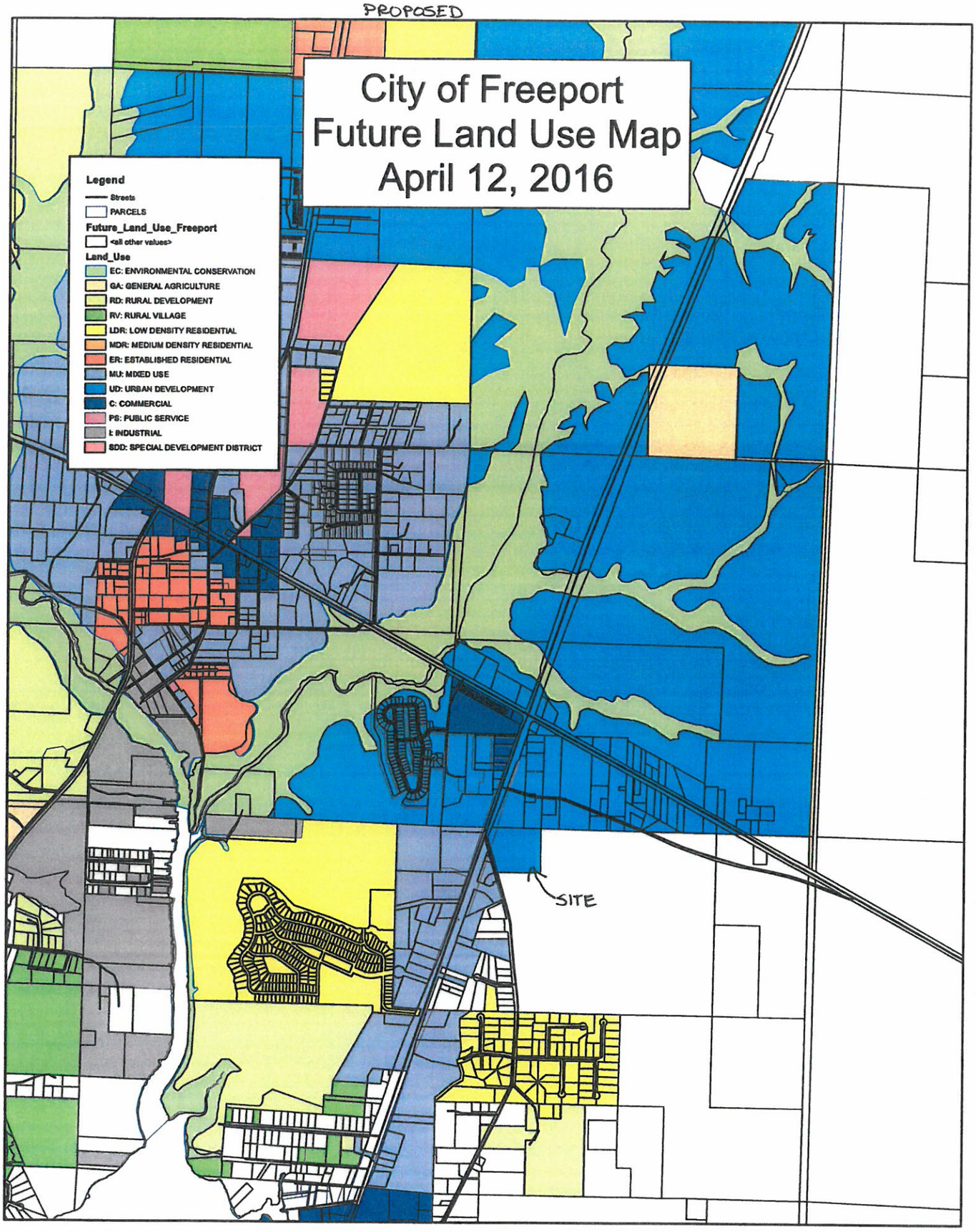


Produced by the Planning Department of the City of Freeport.
This map is for general reference only.
Data layers that appear on this map
may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A SURVEY AND
IS NOT TO BE USED FOR NAVIGATION.

0.0[illegible]55 0.13 Miles

N
W E
S

PROPOSED



Produced by the Planning Department of the City of Freeport.
This map is for general reference only.
Data layers that appear on this map
may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A SURVEY AND
IS NOT TO BE USED FOR NAVIGATION.

0 0.03507 0.14 Miles

N
W E
S

Tab 9

ORDINANCE NO. 2016-__

AN ORDINANCE AMENDING THE ZONING MAP SERIES INCLUDED BY REFERENCE IN ARTICLE 3 OF THE LAND DEVELOPMENT CODE OF THE CITY OF FREEPORT, SPECIFICALLY A PORTION OF THE PARCEL IDENTIFIED WITH PROPERTY REFERENCE NUMBER 23-1S-19-23000-001-0041 CONTAINING APPROXIMATELY 13.38 ACRES MORE OR LESS AND DESCRIBED BY THE LEGAL DESCRIPTION CONTAINED IN SECTION 1 BELOW AMENDING THE ZONING ASSIGNMENT FROM RR (RURAL RESIDENTIAL) TO C-1 (GENERAL COMMERCIAL).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, FLORIDA:

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Freeport to prepare and adopt and enforce a comprehensive plan; and

WHEREAS, the City Council finds that the approximately 13.38 -acre area in Section 23, Township 1 South, Range 19 West, Walton County, Florida, as described above in ordinance title, would best suit the interests of the City by assigning a zoning designation of C-1 (General Commercial).

WHEREAS, a public hearing for the adoption of the assignment of zoning was held for the purpose of receiving public comments as required by law with notice having been published as required by law; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, FLORIDA, THAT:

SECTION 1. The Zoning designation of that parcel identified by Property Reference Number 23-1S-19-23000-001-0041, escribed by the following legal description, being more particularly described as follows:

> COM NW/COR SEC 23-1S-19W,S 88 DEG 48'22"E 820.82 FT TO E ROWST RD US HWY 331,S 18 DEG 52' 15"W ALG ROW 104.96 FT FOR POBS 18 DEG 52'15"W ALONG ROW 212.12 FT TO E ROW OLD JOLLY BAY RD,DPRT US HWY 331 PROCEEDALONG E ROW OLD JOLLY BAY RD S 13 DEG 19'34"E 52.60 FT,S 14DEG 42'07"E 385.36 FT,N 73 DEG05'03"E 52.60 FT,S 16 DEG 54' 57"E 17.20 FT,DPRT E ROW S 88 DEG 48'22"E 744.66 FT,N 01 DEG11'38"E 666.27 FT TO A POINT 100 FT S OF N SEC LINE,N 88 DEG 48'22"W 865.36 FT TO POB. PER ANNEXATION 2016-5
>
> CONTAINING 13.38 ACRES, MORE OR LESS.

SECTION 2. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provision and portions of this Ordinance and the City of Freeport's Land Development Code shall remain in full force and effect.

SECTION 3. The City of Freeport's Land Development Code is hereby amended as set forth in and incorporated herein by reference, and consists of a Zoning Map Series Amendment.

An official, true and correct copy of the Freeport Land Development Code as adopted and amended from time to time shall be maintained by the City Mayor or his designee.

SECTION 4. Effective Date

The effective date of this Zoning Amendment shall be the date this ordinance is filed with the Department of State.

CITY OF FREEPORT, FLORIDA

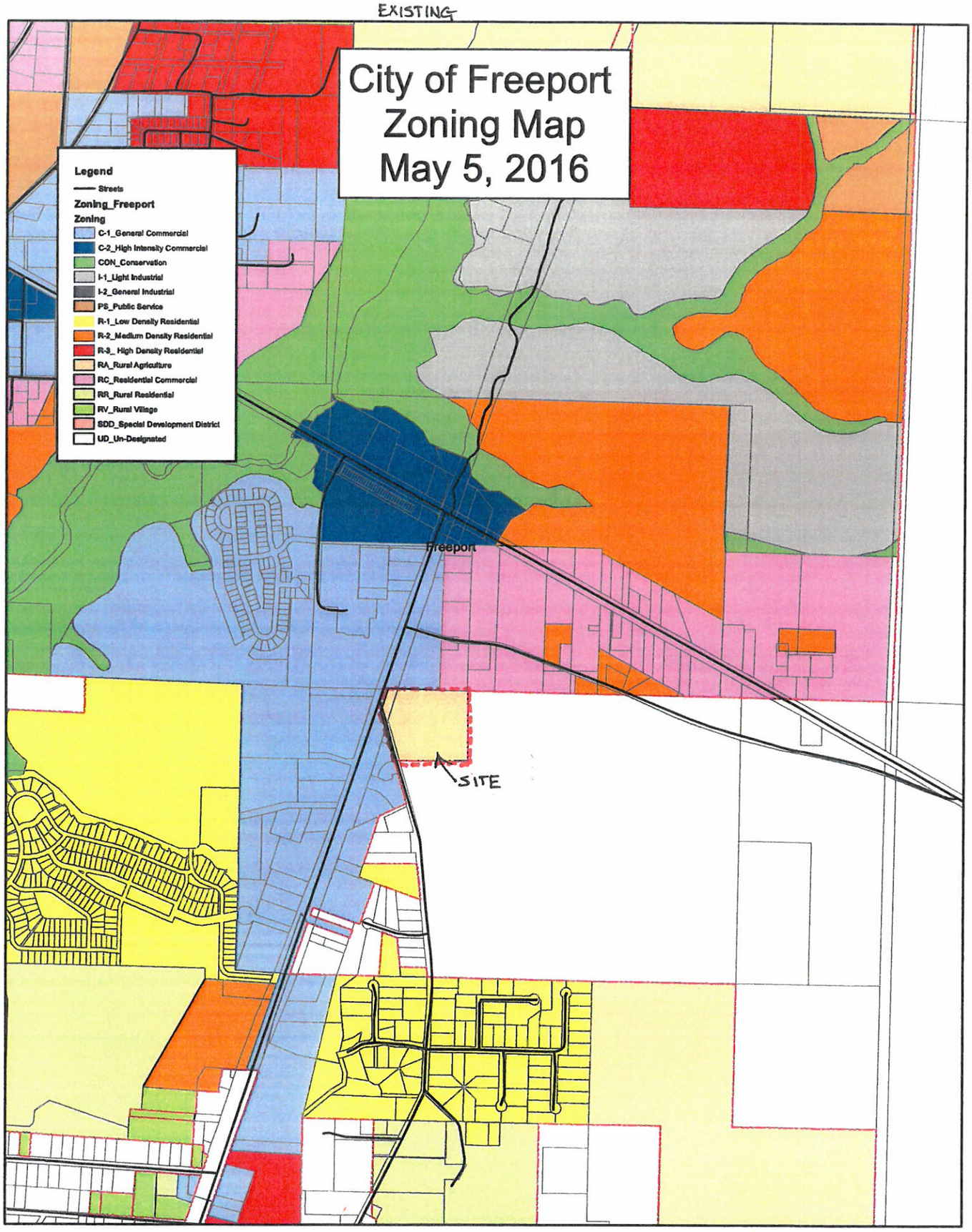
By _____
Mayor

ATTEST

_____
City Clerk

City Planning Board Hearing: September14, 2016
City Council First Reading: October 11, 2016
City Council Second Reading: November 15, 2016

EXISTING

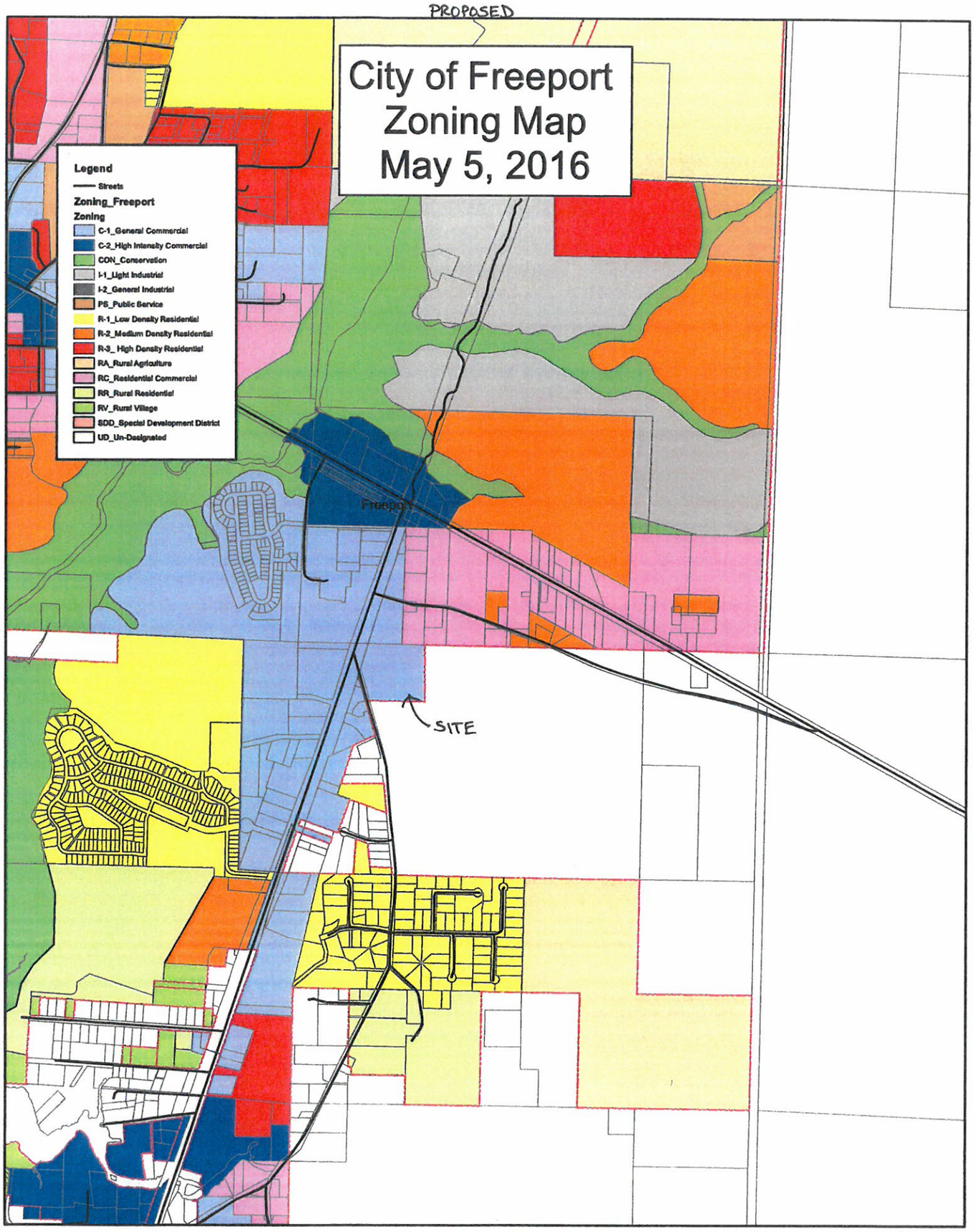


Produced by the Planning Department of the City of Freeport.
This map is for general reference only.
Data layers that appear on this map
may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A SURVEY AND
IS NOT TO BE USED FOR NAVIGATION.

00.0325065 0.13 Miles

N
W E
S

PROPOSED



Produced by the Planning Department of the City of Freeport.
This map is for general reference only.
Data layers that appear on this map
may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT A SURVEY AND
IS NOT TO BE USED FOR NAVIGATION.

0 0.0425085 0.17 Miles

N
W E
S

Tab 10

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-Neel AICP

November 8, 2016

Austin Mount
Executive Director
West Florida Regional Planning Council
4081 E. Olive Road, Suite A
Pensacola, FL 32514

Dear Mr. Mount:

Please accept this letter of support on behalf of the City of Freeport for the West Florida Regional Planning Council's 2017 EPA Brownfields Assessment Grant Application in the amount of $300,000. We are proud to support an effort that will address possible impacts of hazardous substances and petroleum product on properties in our area. Moreover, we are excited to see the positive results that can be initiated by a much-needed project such as this.

The Freeport City Council is committed to the management of future development of the City of Freeport in a manner consistent with the ability to provide adequate infrastructure and to protect the important natural resources of the Freeport area.

In support of the West Florida Regional Planning Council's Brownfield Program, the City of Freeport will provide assistance with the identification of potential redevelopment projects. Additionally, City of Freeport is willing to serve on advisory boards or committees that are developed in support of this grant and brownfields redevelopment in our community.

Again, we applaud West Florida Regional Planning Council's effort to support the revitalization and redevelopment of our region. Please feel free to contact Latilda Hughes-Neel AICP, Freeport Planning Director so that we may demonstrate further support of this US EPA Brownfields Assessment grant application.

Sincerely,

CITY OF FREEPORT

_____

Mayor Russ Barley

DRAFT

Tab 11

ORDINANCE NUMBER 16-_____

AN ORDINANCE AMENDING 2.03.03 OF THE FREEPORT LAND DEVELOPMENT CODE; TO PROVIDE FOR A NEW SECTION 2.03.03(D), ENTITLED, "THE FREEPORT RECREATION COMMITTEE"; PROVIDNG FOR AUTHORITY AND PURPOSE, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sections 163.320 and 163.3203, Florida Statutes require provisions established in comprehensive plans to be implemented by land development regulations; and

WHEREAS, the City of Freeport has adopted a Land Development Code in accordance with these statues to ensure the City's orderly growth and development; and

WHEREAS, the City of Freeport has included in the Land Development Code a section entitled, "Citizen Boards", establishing the method and manner for creation and operation of advisory boards to the City Council; and

WHEREAS, the City of Freeport, as a condition of a deed between the City and a developer agreed to create a citizen board under that section to be known as The Freeport Recreation Committee, to fulfill the mutually agreed upon purposes; and

WHEREAS, the City of Freeport, to ensure the City's continued orderly growth and development, the City of Freeport finds it prudent to amend its Land Development Code to respond to changing needs and conditions, and to specifically create specific terms to govern the operation of The Freeport Recreation Committee;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Freeport, Florida, that 2.03.03(D), of the Freeport Land Development Code of the City of Freeport, Florida, is hereby created to read as follows:

Section 1: Amended Language

A. 2.03.03(D). The Freeport Recreation Committee

1. Establishment

The Freeport Recreation Committee, having previously been established and re-established by Resolution 16-12, is hereby codified into the City Code.

2. Membership

Any interested and qualified person may be appointed to the Committee. Membership however will be subject to and filled as stated in Section 2.03.03(A)(1) of the Freeport Land Development Code.

3. General Functions, Powers and Duties

a. The Committee shall advise and recommend to the City Council decisions concerning the final design,

construction schedule, capital improvements funding, operating policies, and long term management of the City Park located in Hammock Bay.

b. The Committee shall undertake its functions in a manner that provides for development and construction of the City Park located in Hammock Bay to be in harmony with the architectural design of the Hammock Bay Community District Master Plan.

c. The City Council may ask the Committee for advice about specific matters related to the City Park at Hammock Bay.

d. The Committee shall conduct public hearings as necessary to fulfill its functions, but also to fulfill any ancillary functions associated therewith, e.g., public meetings for grants or other funding.

e. The Committee shall perform other lawfully assigned duties as the City Council may designate.

f. Each final action of the Committee is advisory to the City Council, and the Committee may not in any manner obligate the City.

g. Notwithstanding Section 2.03.03(A)(2)(b) of the Freeport Land Development Code, the Freeport Recreation Committee shall only be required to meet twice per year, however, shall meet on a more frequent basis as needed by the City Council, with such meetings being called by action of the City Council, and deemed to be regular meeting of the Freeport Recreation Committee, provided all notice provisions needed to accomplish the calling of said meeting are followed in a timely and reasonable manner. This provision shall not alter any other provision of Section 2.03.03 of the Freeport Land Development Code that governs the Freeport Recreation Committee, nor shall it limit the ability of the chairperson of the Freeport Recreation Committee or the City Council to call special meetings of the Freeport Recreation Committee as permitted in Section 2.03.03(A)(2)(b) of the Freeport Land Development Code..

Section 2: Authority and Purpose.
This ordinance is adopted pursuant to the authority granted to cities by Chapter 125, Florida Statutes.

Section 3: Conflict.
Those portions of this ordinance whose subject matter is the Land Development Code and/or the Comprehensive Plan which are in conflict are hereby repealed.

Section 4: Severability.
Should any word, phrase, sentence, or section of this ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then such language shall be severed from this ordinance and the remainder of the ordinance shall remain in full force and effect.

Section 5: Effective Date:
This Ordinance shall take effect immediately upon its adoption by the City Council of the

City of Freeport, Florida, and approval as provided by law.

ADOPTED this _____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
877 CR 393 North
Santa Rosa Beach, FL 32459

850.267.0759
866.557.0076 fax
www.dewberry.com

CITY OF FREEPORT
CITY COUNCIL MEETING

ENGINEERING UPDATES
November 15, 2016

Tab 12

1. BUSINESS 331 SEWER UPGRADES

   - Additional work from contractors to satisfy concerns from Hammock Bay portion of project have been completed.
   - We are awaiting acceptance from Developer before we close out project 100%; we have not yet released retainage.

2. FREEPORT LEGISTATIVE APPROPRIATION WATER PROJECTS

   A. Freeport Water Upgrades Project
   - North Florida Construction has completed the water main upgrades along Four Mile Creek Road, East Bay Loop and Earl Godwin.
   - They are currently completing water main portion of project located along SR 20. Expect all pipe to be installed in the next few weeks. Then testing, flushing and certifications will be completed.

   B. US 331 Water System Tie-in to DeFuniak Springs System
   - We are waiting to finalize design based on permitting comments from FDEP & FDOT. Currently we are coordinating with those agencies.
   - A meeting was held with FDOT on November 8, 2016 to discuss any outstanding permitting issues.
   - A grant extension has been requested for this project and is currently being reviewed by DEP. DEP stated they will provide a copy of extension agreement after they receive it from their legal department.

3. IMPACT FEE STUDY

   - We are still working with the City Planner to update and finalize the Master Project List.
   - Finalizing current buildout and committed capacity with the Billing and Sewer Department.
   - Working on final report draft with aforementioned information. Anticipate

having this completed in the next few weeks.

4. PLANNING TASKS

- North Shore Mini-Storage- Applicant to address pending utility comments.
- Freeport Village Storage/Stormwater- Comments sent to applicant.
- O'Reilly Auto Parts Store- Under technical review.

5. SLUDGE DRYING BEDS AT WWTF

- Excavation of beds has been completed.
- Contractor to begin installing walls, liners, etc.

6. ADDITIONAL TASKS

- US 331 Corridor Utilities Plan-
  - Continuing weekly meetings with Bill Williams & other municipalities.
  - Submitted SRF Request for Inclusion (RFI). We are continuing to coordinate with SRF on info needed and clarifications.
- City's Welcome Signs- FDOT has received and accepted the concept phase plans we previously submitted. We have received comments from DOT requesting additional information for the final phase of plans. We are coordinating with the Department on this request.
- No Wake Zone- Draft Ordinance submitted to legal for review. Awaiting any comments.
- WWTF Expansion Conceptual Site Plan

Tab 13

The City of Freeport, FL

Master Project Agreement

HD Supply Waterworks, Ltd.
8782 Paul Starr Dr.
Pensacola, FL 32514
(850) 458-3672

Table of Contents

	Section
Purpose and Scope	1
Term	2
Definitions and Terminology	3
HD Supply Waterworks' Responsibilities	4
Client's Responsibilities	5
Default of Client	6
Default of HD Supply Waterworks	7
Insolvency	8
Taxes, Permits, and Fees	9
Warranty	10
Indemnity	11
Safety	12
Liability and Force Majeure	13
Insurance	14
Hazardous Materials	15
Cleanup	16
Delays and Access	17
Quality of Materials	18
Financing	19
Legal Governance	20
Dispute Resolution	21
Attorney's Fees	22
Assignability	23
Notices	24
Binding Effect	25
Modifications	26
Severability	27

Appendix A	Procurement, Installation and Management Contract
Exhibit A-1	*Material Procurement Summary for Installation Contract*
Exhibit A-2	*Acceptance Certificate*
Exhibit A-3	*Sensus Advanced Metering Infrastructure (AMI) Agreement*
Exhibit A-4	*Statement of Work*
Appendix B	Reserved
Appendix C	Reserved
Appendix D	Warranty
Exhibit D-1	*Manufacturers' Warranties*

Master Project Agreement

This Master Project Agreement (as hereinafter defined, this "Agreement") dated as of April 25th, 2016 between HD Supply Waterworks, Ltd. a limited partnership consisting of HD Supply Waterworks Group, Inc. (limited Partner) and HD Supply GP & Management, Inc. (General Partner) (as hereinafter defined, "HD Supply Waterworks"), and The City of Freeport, FL (as hereinafter defined, "Client").

1. Purpose and Scope. The Agreement is a Master Project Agreement to provide certain Work to Client. HD Supply Waterworks agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay HD Supply Waterworks in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

[X] Appendix A--Procurement, Installation and Management Contract

[ ] Appendix B—Reserved

[ ] Appendix C--Reserved

[X] Appendix D--Warranty

2. Definitions and Terminology. When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

"Agreement" shall mean this Master Project Agreement, to include all Appendices and Exhibits.

"AWWA" shall mean the American Water Works Association

"AMR" shall mean Automatic Meter Reading

"AMI" shall mean Advanced Metering Infrastructure

"Client" shall mean The City of Freeport, FL together with its successors.

"Factory Installation Recommendation" shall mean guidelines for installation procedures given by the manufacturer of the equipment.

"Financing Contract" shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

"Force Majuere" shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

"Hazardous Materials" are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

"HD Supply Waterworks" shall mean HD Supply Waterworks, Ltd., a limited partnership, together with its successors.

"Installation Contract" shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

"Manufacturer Defect" shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer's warranty.

"Manufacturer's Warranty Period" shall have the meaning set forth in Appendix D to this Agreement.

"Party" shall mean either HD Supply Waterworks or Client.

"Project" shall mean the work to be performed by HD Supply Waterworks or its subcontractors as described in this Agreement.

"Project Materials and Supplies" shall mean the materials and equipment specified in Appendix A.

"RF" shall be interchangeable with the term Radio Frequency.

"State" shall mean the State of Florida in which Client is located.

"Third Party" shall mean a person or entity other than Client or HD Supply Waterworks.

"Utility Service Area" shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as The Current Utility Service area as defined on the Sensus Propagation Study and included in exhibit A-1 and any other geographic areas including Client's system that HD Supply Waterworks, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

"Warranty Period" shall have the meaning set forth in Appendix D to this Agreement.

"Work" shall mean all work required for the completion of HD Supply Waterworks' obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the installation Work contemplated by the Installation Contract.

3. Term. The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A. Notwithstanding the foregoing, either Party may terminate this Agreement and the Services and Work described herein by giving the other Party sixty (60) days prior written notice of its termination of this Agreement. No such termination shall have the effect of terminating any Financing Contract between the Parties if there are any amounts outstanding in respect of such Financing Contract.

4. HD Supply Waterworks' Responsibility. HD Supply Waterworks shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, HD Supply Waterworks shall maintain supervision of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. Client's Responsibility. Client shall be responsible for cooperating with HD Supply Waterworks, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to HD Supply Waterworks and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to HD Supply Waterworks and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to HD Supply Waterworks in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material

failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, HD Supply Waterworks will exercise any and all remedies available to it under this Agreement.

7. **Default of HD Supply Waterworks.** The following events shall be considered events of default on the part of HD Supply Waterworks: (a) failure of HD Supply Waterworks to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of HD Supply Waterworks to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of HD Supply Waterworks, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by HD Supply Waterworks proves to be materially false or misleading when made, (e) any material failure of HD Supply Waterworks to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by HD Supply Waterworks, Client may exercise any and all remedies available to it under this Agreement.

8. **Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. **Taxes, Permits, and Fees.** HD Supply Waterworks shall be responsible for obtaining all permits and related permit fees associated with the Project; however the city must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project. HD Supply Waterworks shall be responsible for all taxes measured by HD Supply Waterworks' income.

10. **Warranty.** The warranty provided by HD Supply Waterworks and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. **Indemnity.** Subject to Sections 13 and 14 of this Agreement:

(a) Except as otherwise expressly provided in Section 11(b) below, Client assumes all liability and risk associated with the use, operation, and storage of the Project Materials and Supplies and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project unless said damage, injury, or death is the direct result of HD Supply Waterworks, its employees, and agents.

(b) HD Supply Waterworks shall indemnify Client and employees against all claims of subcontractors or materialmen hired by HD Supply Waterworks for Work relating to the Project. HD Supply Waterworks and Client agree that HD Supply Waterworks is responsible only for damages that result from the intentional misconduct or the negligent act or omission of HD Supply Waterworks or its subcontractors.

12. **Safety.** HD Supply Waterworks shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. HD Supply Waterworks agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which HD Supply Waterworks expected to do its Work are safe sites.

13. **Liability and Force Majeure.** HD Supply Waterworks' liability under this Agreement shall not exceed the amounts paid to HD Supply Waterworks by Client hereunder. Neither HD Supply Waterworks nor Client shall be responsible to each other for any indirect, consequential, or special damages resulting in any form from the Project. Neither HD Supply Waterworks nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. HD Supply Waterworks shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. **Insurance and Risk.**

(a) During the Term of this Agreement HD Supply Waterworks shall maintain and shall assure that its subcontractors maintain insurance as follows:

(1) workers' compensation insurance (or self-insurance) in accordance with applicable law;

(2) Comprehensive general liability insurance

(3) Motor vehicle liability insurance

Such coverage may be provided under primary and excess policies. At the request of Client, HD Supply Waterworks shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

(b) Client shall assume full responsibility for any risk of loss except to the extent that (1) the damages are the result of negligence, failure to act, or willful or intentional act of HD Supply Waterworks or its subcontractors as provided in Section 11(b) above, or (2) the loss is covered by the insurance contemplated by Section 14(a) above.

15. **Hazardous Materials.** The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that HD Supply Waterworks shall be required to perform work that in any way will affect HD Supply Waterworks' ability to complete the Project. If HD Supply Waterworks is made aware or suspects the presence of Hazardous Materials, HD Supply Waterworks reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. **Cleanup.** HD Supply Waterworks will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, HD Supply Waterworks will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

17. **Delays and Access.** If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents HD Supply Waterworks or its agents from performing work, then HD Supply Waterworks will notify Client in writing of the existence of delay and the nature of the delay. Client and HD Supply Waterworks will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide HD Supply Waterworks and its subcontractors reasonable and safe access to facilities that are necessary for HD Supply Waterworks to complete the Work.

18. **Quality of Materials.** HD Supply Waterworks will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified HD Supply Waterworks will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance HD Supply Waterworks will work with Client to choose a substitute. Where brand names are not specified, HD Supply Waterworks will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. HD Supply Waterworks can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. **Financing.** If the Parties so agree and have so indicated in Section 1 of this Agreement, HD Supply Waterworks shall provide financing for the Project pursuant to any separate Financing Contract executed and delivered by the Parties as contemplated by Appendix C. The Financing Contract is not part of this Agreement, and this Agreement is not part of the Financing Contract.

20. **Legal Governance.** The laws of the State shall govern this Agreement and the relationship of the Parties contemplated hereby.

21. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in according with Section 21(b) below.

(b) Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the Parties. Either Party may commence mediation by sending a written request for mediation to the other Party, within 45 business days following the expiration of the 15-business day period under subsection (a) above, setting forth the subject of the dispute and the relief requested. Unless the Parties agree otherwise in writing, a single mediator shall conduct the mediation, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the Parties. The mediation shall be conducted in the county of the State in which Client has its principal office. Each Party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the internal mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

(c) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) or (b) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, HD Supply Waterworks in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND HD SUPPLY WATERWORKS HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(d) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

22. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Master Project Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

23. Assignability. Client may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without HD Supply Waterworks' prior written consent.

24. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client:	The City of Freeport, FL ATTN: Russ Barley / Mayor 112 Hwy 20 West Freeport, FL. 32439
If to HD Supply Waterworks:	HD Supply Waterworks, Ltd. ATTN: Shane Carson 8782 Paul Starr Dr. Pensacola, FL 32514

25. **Binding Effect.** Each of Client and HD Supply Waterworks represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

26. **Modifications.** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both HD Supply Waterworks and Client.

27. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"HD SUPPLY WATERWORKS"

HD SUPPLY WATERWORKS, LTD.

By: _____

Printed Name: _____

Printed Title _____

"CLIENT"

CITY OF FREEPORT, FL

By:

_____

Printed Name: Russ Barley

Printed Title MAYOR

HD SUPPLY WATERWORKS

Appendix A

Procurement, Installation, and Management Contract

Provider: HD Supply Waterworks, Ltd. ("HD Supply Waterworks")
Client: The City of Freeport, FL

This Procurement, Installation, and Management Contract (the "Installation Contract") is an Appendix to the Master Project Agreement of even date herewith (the "Master Agreement") concerning the Project referenced in the Master Agreement.

1. **Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of application design of the AMR system, providing and installing all Project Materials and Supplies as listed in Exhibit A-1, and management of the installation process. The purpose of this Work is to upgrade the existing system in order to provide an AMR-capable system that will meet or exceed the Factory Installation Recommendations.

Summary of Work:
Installation of a Sensus Flexnet AMR Drive-By Network and the installation of programming of approximately 1,500 Sensus iPerl meters and smart points

2. **Project Implementation Period.** The Project is projected to commence on a date to be determined, and will be implemented over an approximate 30 day period of time. Below is an estimated construction Schedule:

Estimated Construction Schedule:	
Project Start Date	XX/XX/XXXX
100% Complete	30 Days After Start Date

3. **Compensation.** Client agrees to pay HD Supply Waterworks as estimated $454,497.86 for the Project Materials and Supplies and work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. In addition, Client agrees to pay HD Supply Waterworks for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to HD Supply Waterworks for Project Materials and Supplies within 30 days of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) Draw Schedule. This Section 3(b) [ ] shall be applicable, or [X] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, HD Supply Waterworks shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

Draw Schedule:	
Project Start Date	XX/XX/XXXX
25% Complete	XX/XX/XXXX
50%	XX/XX/XXXX
75%	XX/XX/XXXX
100%	XX/XX/XXXX

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. HD Supply Waterworks shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay HD Supply Waterworks for all Work and for Services as such Work and Services are performed, with HD Supply Waterworks to bill Client on a monthly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within 30 days after receipt of HD Supply Waterworks' invoice for such Work and Services (which will be invoiced monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. HD Supply Waterworks shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(d) Financing Contract. Where the Parties have agreed to a separate Financing Contract (which is not part of this Contract, and this Contract is not part of the Financing Contract), payment shall be made as monies are advanced under the Financing Contract.

4. Installation Responsibilities of HD Supply Waterworks.

(a) Project Installation. HD Supply Waterworks agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. HD Supply Waterworks will be responsible for installing the Project according to manufacturer standards.

(b)
HD Supply Waterworks will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with HD Supply Waterworks for additional maintenance provisions.

(b) Water Shutoffs. HD Supply Waterworks, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers and may leave notifications on their doors if provided. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, HD Supply Waterworks will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of HD Supply Waterworks, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop, or it is defective, HD Supply or its representative will contact the utility. In this event the utility will either A) authorize HD Supply to repair the defect at the price as listed in appendix A-1 or, B) the utility will repair the defect themselves and notify HD Supply that the repair has been made or, C) Exclude the meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. HD Supply Waterworks is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that HD Supply Waterworks shall not be liable for pre-existing conditions or leaks. HD Supply Waterworks will install new meter boxes as authorized by the Cities representative, with appropriate lid selection, mutually agreed upon. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) AMI Infrastructure Work. HD Supply Waterworks will develop a *Scope of Work* specific to the design, deployment, and execution of any AMI infrastructure work as per the project needs. This *Scope of Work* will be tailored to the project, as well as any site specific conditions. Once this Scope of Work is developed and mutually agreed upon by the Parties, it will become extension to the Master Project Agreement Appendix A, and as such will be binding between the parties.

(e) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(f) Certified Installers. In the event that the Installation Contract includes gas or electric meters or should local laws dictate, HD Supply Waterworks will ensure that the meter installers are certified by the governing board as required.

(g) Liability.

Water Meter Change out: HD Supply Waterworks is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of HD Supply Waterworks. HD Supply Waterworks is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. HD Supply Waterworks is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e* .leaks) HD Supply Waterworks may document them and at Client's written request repair them for a negotiated price.

Back-Flow Prevention Devices: Should the city elect to have HD Supply Waterworks install or repair any Back-Flow Prevention Devices, HD Supply Waterworks assumes no liability or responsibility for the proper functioning of these devices. HD Supply Waterworks recommends that the utility notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the utility.

(h) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (i.e. move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots etc.), HD Supply and the City will discuss pricing and work may proceed from this point or the city may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews this work shall be considered nonstandard and shall be excused from the project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide HD Supply Waterworks all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that HD Supply Waterworks informs Client's representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should HD Supply Waterworks require assistance in finding the meter location, Client shall locate the meter in a timely manner. The City will provide a route listing that includes the service address and meter ID number to AUS at execution of SOW

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by HD Supply Waterworks and affiliates.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that HD Supply Waterworks is performing the designated work and that possible service interruption may result.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by HD Supply Waterworks in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, HD Supply Waterworks reserves the right to delay further work without penalty until such time as payments are made. HD Supply Waterworks further reserves all rights and options available to it under the Master Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of _____, 2016.

"HD SUPPLY WATERWORKS"

HD SUPPLY WATERWORKS, LTD.

By: _____

Printed Name: _____

Printed Title _____

"CLIENT"

CITY OF FREEPORT, FL

By: _____

Printed Name: KENNETH JONES

Printed Title MAYOR

HD SUPPLY WATERWORKS

Exhibit A-1

Material Procurement Summary
For Installation Contract

Provider: HD Supply Waterworks, Ltd. ("HD Supply Waterworks")
Client: The City of FREEPORT, FL

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by HD Supply Waterworks and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

QTY	Description	Units	Price*	Extended Price
1500	¾ iPerl Water Meter 7.5" LL TR/PL 10 USG	EA	$118.50	$177,750.00
1500	520M Single Port SmartPoint Transmitter	EA	$142.00	$213,000.00
1	Handheld Programmer Upgrade AR5501 to AR6501GB	EA	$5,800.00	$5,800.00
3	Handheld Programmer Upgrade AR5501 to AR6501GB	EA	N/C	N/C
2	AR6590 Bluetooth Autogun Touch Read Probe	EA	$465.00	$465.00
4	AutoGun Touch Read Extension	EA	N/C	N/C
1	CommandLink Programming Interface	EA	$482.86	$482.86
1500	Installation of ¾ iPerl Meter and Transmitter	EA	$38.00	$57,000.00
	Optional Labor Services**			
TBD	Raise Meter Box	EA	$12.00	TBD
TBD	Dig up / Re-position Meter Box	EA	$25.00	TBD
TBD	Replace Meter Box	EA	$30.00	TBD
TBD	Replace Curb Stop	EA	$55.00	TBD
TBD	Re-pipe	EA	$35.00	TBD
TBD	Install Meter Riser	EA	$30.00	TBD
TBD	Cut Hole in Plastic Meter Box Lid	EA	$1.00	TBD
TBD	Plasma Cut Existing Meter Box Lid (Iron)	EA	$5.00	TBD
TBD	Replace Meter Box Lid	EA	$1.00	TBD

*Price Above Does not include Sales Tax
** Optional Services is the charge for Labor only, Materials to be provided by the Client
*****Sales Tax to be added as applicable, not included in the numbers above

Exhibit A-2

Acceptance Certificate

Client under the Master Project Agreement (the "Master Agreement") with HD Supply Waterworks, Ltd. hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement.

3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D-1.

4. Client has examined all Work and Services performed by HD Supply Waterworks and covered by the related invoice or draw requests and finds such Work and Services to have been performed in an workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20__ (*i.e.* one year from the date of shipment).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Insert Punch list

Agreed to and Accepted as of _____, 20__ by:

"CLIENT"

CITY OF _____

By: _____

Printed Name: _____

Printed Title _____

Exhibit A-3

Sensus Advanced Metering Infrastructure (AMI) Agreement

Exhibit A-4

Statement of Work

I. General Responsibilities.

a. Customer will:

1. Provide a key point of contact to work with HD Supply Waterworks and Sensus to help facilitate a timely installation of the FlexNet AMR system.
2. Work with HD Supply Waterworks to develop a shipping schedule to include network and metering components for the Sensus AMR System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/lon if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
3. Provide Sensus a map of its Service Territory with latitude and longitude ("lat/lon") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
4. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
5. If needed, have its Billing Provider provide HDS with a billing interface file. this file should preferably be a V-Flex interface format for the AMR interface. During the installation period HDS will provide the customer with an electronic copy of all records including final reads, should this need to electronically passed to the Clients billing provider, client should provide an import export file for this as well.

V. Endpoints & Field Installation Responsibilities

a. HD Supply Waterworks will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMR System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. HD Supply Waterworks will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, HD Supply Waterworks will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.
7. Provide meter replacement work orders OR upload files to the City, and the City will update the City's Utility Billing System on a mutually agreed upon basis.
8. Document and deliver data to the utility as mutually agreed upon before project commences.

b. Customer will:

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter.

2. The City will provide a route listing that includes the service address and meter ID number 15 days in advance of the anticipated installation start date.
3. Provide a field representative to assist in coordination of the installation of the Replacement Meters.

Appendix B

Service Contract

APPENDIX C

CONCERNING A FINANCING CONTRACT

(Reserved)

Appendix D

WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Client purchases from HD Supply Waterworks are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of meters occurring after the change becomes effective), but generally the start date for meter warranties is the date of the manufacturer's shipment of such meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS and EQUIPMENT ARE NOT WARRANTED. HD SUPPLY WATERWORKS DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) HD Supply Waterworks' Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to HD Supply Waterworks during the applicable Manufacturer's Warranty Period, HD Supply Waterworks' sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. HD Supply Waterworks warrants that all installation Work and Services provided by HD Supply Waterworks shall be performed by HD Supply Waterworks in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of HD Supply Waterworks' warranty as to installation Work or Services during the applicable Warranty Period, HD Supply Waterworks' sole responsibility shall be to perform any corrective installation Work or Services necessary to bring HD Supply Waterworks' installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, HD SUPPLY WATERWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HD SUPPLY WATERWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit D-1

Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the manufacturers of Project Materials.

Sensus Limited Warranty G-500 R21

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

II. SR II® and accuSTREAM ™5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

New Meter Accuracy Repair Meter Accuracy
5/8" SR II Meter and
accuSTREAM Meter 500,000 gallons 1,500,000 gallons
3/4" SR II Meter and
accuSTREAM Meter 750,000 gallons 2,250,000 gallons
1" SR II Meter and
accuSTREAM Meter 1,000,000 gallons 3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

Repair Meter Accuracy
5/8" SR Meter 1,500,000 gallons
3/4" SR Meter 2,250,000 gallons
1" SR Meter 3,000,000 gallons

IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

Repair Meter Accuracy
1-1/2" SR 5,000,000 gallons
2" SR 8,000,000 gallons

V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

Repair Meter Accuracy
5/8" PMM 1,500,000 gallons
3/4" PMM 2,000,000 gallons
1" PMM 3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM

meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:
Repair Meter Accuracy
1-1/2" PMM 5,000,000 gallons
2" PMM 8,000,000 gallons

VII. iPERL™ Water Management Systems...
that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet available at sensus.com/iperl/datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...
of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...
are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. Sensus Registers...
are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:
5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers 25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers 10 years
Electronic Communication Index (ECI) 10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI 1 year
Standard and Encoder Registers for:"W" Turbo and Propeller Meters 1 year
OMNI Register with Battery 10 years

XII. Sensus Electric Meters...
are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...
are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:
Electronic TouchPad 10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries 20 years*
Act-Pak® Instrumentation 1 year
TouchRead® Coupler and AMR Equipment 1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries 20 years*
5500 series (or older) Hand Held Device 1 year
6500 series Hand Held Device 2 years
Vehicle Gateway Base Station 1 year
FlexNet Base Station (including the Metro and M400 base stations) 1 year
Echo Transceiver 1 year
Remote Transceiver 1 year
iConA and FlexNet Electricity SmartPoint Module 1 year
iPERL System Battery and iPERL System Components 20 years*
Residential Electronic Register 20 years*
Smart Gateway 1 year

* Sensus will repair or replace non-performing:
• RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
• FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
• Residential Electronic Register with hourly reads, and
• iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads
at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a)
8601 Six Forks Road, Suite 700
Raleigh, NC 27615
1-800-638-3748
returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of

products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.
THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.
XVI. Limitation of Liability...
SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
To the maximum extent permitted by law, no Cause of Action may be instituted by

Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

Memo

Tab 14

To: City Council

From: Larry Tuggle, Water Supervisor

cc: Russ Barley, Mayor

Date: October 21, 2016

Re: Josh McKay Recommendation for Pay Increase

I would like to request a pay increase for Josh McKay. He has been with the City of Freeport for 3 ½ years. He is an excellent employee and is a great asset to the Water Department. He has completed the class work and passed the Pre-exam for his State License as Certified Water Distribution Operator.

Please consider this increase until such time that Josh may be promoted to Water Distribution Operator. Although Josh was not eligible for a promotional opportunity with the newly developed structure, his level of performance should be at a higher pay grade than the entry level hourly wage for his current position of $11.50. The Pay Scale for Josh's current budgeted position as Water Maintenance Worker is $11.50 to $14.00 per hour. I respectfully request that Josh be brought to the end cap of $14.00 per hour in this classification. Josh will be acquiring his Water Operator Distribution License early next year and will be eligible for a promotional opportunity at that time.

Respectfully submitted,

Larry Tuggle
Water Supervisor

Tab 15

CITY OF FREEPORT

REQUEST FOR PLACEMENT ON CITY COUNCIL AGENDA

Date Submitted: 8 NOV 2016

NAME(S): Tom Tillman

Physical Address:

[redacted]

Freeport Fl 32439

Mailing Address:

- same -

Phone Number: Work/Home/Cell (circle one) [redacted]

Matter to come before the Council (give specific details & attach documentation):

Would like to have some food vendors available during the time of the Christmas parade & program. The parade begins at 4:45 & the program begins at 6:00 PM. It would provide something convenient for those who would like to stay for both and the activities provided around & in the Community Center.

FOR DEVELOPMENT PROJECTS, CODE ENFORCEMENT, FLOODPLAIN MANAGEMENT, LAND USE CHANGES, ZONING CHANGES AND BUILDING PERMITS: ADMINISTERED PROCESSED & SCHEDULED BY CITY PLANNER

Is this matter informational/no vote required? YES X NO ____

If this matter DOES NOT REQUIRE ACTION/is only to provide an update or information, please provide the following, un-stapled/un-bound:

1. 1-page brief with background/history and update/information (example attached)
2. Maps/site plans/tables/flier/program (if pertinent)

If this matter DOES REQUIRE ACTION (vote) by the Council, please indicate if it is:

_____ PROPOSED ORDINANCE; and provide un-stapled/un-bound

1. 1-page brief with background/history and update/information
2. Draft Ordinance with Exhibits
3. Background documentation
4. Maps/site plans (if pertinent)

_____ PROPOSED RESOLUTION; and provide un-stapled/un-bound

1. 1-page brief with background/history and update/information
2. Draft Resolution
3. Background documentation
4. Maps/site plans/tables (if pertinent)

CITY OF FREEPORT
JOB DESCRIPTION

Tab 16

POSITION TITLE: City Clerk

Job Overview:

- Directly responsible to the Mayor and City Council
- Provide administrative support to the Mayor and Council as needed
- Coordinate and communicate with the Fiscal Services Clerk, Lead Billing Clerk, Lead Water Operator and Lead Wastewater Operator
- Perform demanding clerical and technical work related to maintenance and preparation of fiscal records
- Responsible for accounts payable, accounts receivable, revenue and expenditure statements
- Carry out policies as set by the City Council

Duties and responsibilities:

- Attend all council meeting and workshops
- Prepares minutes of city council meetings and as appropriate, other boards and committees established by the City
- Prepares and distributes agendas for all council meetings/workshops
- Provides for public notice of all meetings subject to the Florida Sunshine Law and provides for legal advertising –publication and posting of notices-as necessary
- Maintains custody of municipal records, including ordinances, resolutions, contracts and agreements; promulgates procedures for the orderly management, maintenance, retention and destruction of said records in accordance with state law.
- Serves as the state records management liaison officer.
- Administers the publication, maintenance and distribution of the city code of ordinances and supplements thereto.
- Serves as local supervisor of elections, in conjunction and coordination with the county supervisor of elections
- Provides for response to public records and informational requests received from staff, other agencies and interested parties, as provided by state statute
- **Responds to emergency calls after hours; secures and protects all facilities during unusual or extreme conditions (fire, freeze, storm etc.)**

Additional Duties/Responsibilities:

- Provide support to the council, including correspondence, mail, telephone calls, e-mails, conference registration, hotel and travel arrangements
- Financial Disclosure Coordinator
- Prepares proclamations and certificates of appointment and appreciation
- Planning and coordination of special events as necessary
- Public Information Officer
- Serves as supervisor of the Fiscal Services Clerk and is responsible for all functions of that position
- <u>All other duties as assigned</u>.
- Performs typing and clerical related work and other duties as required.
- Maintains office supply inventories as needed.
- Promotes and maintains a good working relationship and congenial atmosphere.
- Maintains safe working areas and job sites.

Job requirements:

- Must maintain valid (non-expired, no current suspensions, warrants or out-standing tickets) Florida driver's license and is insurable under company policies.
- Knowledge of state requirements as to document retention, public notices and election laws
- Possession of or ability to obtain Certified Municipal Clerk designation.
- Thorough knowledge of computer accounting methods
- Knowledge of bookkeeping terminology and methods
- Knowledge of standard office procedures, practices and equipment
- Knowledge of secretarial and clerical skills, record keeping and filing
- Ability to maintain financial records and prepare financial statements
- Ability to understand and follow oral and written instructions
- Excellent customer service skill required
- Must have Supervisory and Human Resource experience

I HAVE READ MY JOB DESCRITION AND UNDERSTAND ALL ASPECTS OF MY DUTIES AS AN EMPLOYEE OF THE CITY OF FREEPORT.

_____ _____

SIGNATURE **DATE**

HR INFORMATION	
Salary Range: 35,000-49,000 Annual	FLSA Status: Non-Exempt Hourly

Adoption Date: April 24, 2014
In Regular Council Meeting

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
877 CR 393 North
Santa Rosa Beach, FL 32459

850.267.0759
866.557.0076 fax
www.dewberry.com

November 9, 2016

Tab 17

Mr. Russ Barley, Mayor
City of Freeport
P.O. Box 339
Freeport, FL 32439

RE: Site Plan-Sidewalks (Phase 1, 2 and 3)
Proposal for Professional Services

Dear Mayor Barley,

Dewberry | Preble-Rish is pleased to provide you with this proposal for professional engineering services for the Site Plan – Sidewalks along CR883 (Business 331) project for the City of Freeport.

Dewberry | Preble-Rish is pleased to submit the City of Freeport (CLIENT) this proposal for Professional Engineering Services included Survey, Design and Permitting for Phase 1, Phase 2 and Phase 3.

Dewberry | Preble-Rish proposes to provide the aforementioned services based on a lump sum amount of **$64,500.00.**

A detailed scope of work labeled as **Attachment A**, is attached and details our scope of services and associated fees along with the Terms and Conditions provided in **Attachment B**.

If you have any questions or need additional information, please contact me at (850) 267-0759 or at cknauer@dewberry.com.

Sincerely,

DEWBERRY | PREBLE-RISH

Cliff L. Knauer, PE
Associate Vice President

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
877 CR 393 North
Santa Rosa Beach, FL 32459

850.267.0759
866.557.0076 fax
www.dewberry.com

Attachment A
Scope of Work/Agreement

November 9, 2016

This agreement is entered into this _____ day of _____2016, between the City of Freeport known hereinafter as CLIENT, and Dewberry Engineers Inc. d/b/a Dewberry | Preble-Rish, a Florida corporation.

This agreement defines the terms under which Dewberry | Preble-Rish shall provide professional engineering services to CLIENT.

PROFESSIONAL SERVICES FEES SUMMARY FOR:

SITE PLAN – SIDEWALKS ALONG CR883 (BUSINESS 331)

PHASE 1 – SR 20 to ELEMENTARY SCHOOL **LUMP SUM $15,875.00**

SURVEY

Dewberry |Preble-Rish will provide a survey from the intersection of Business 331 & SR 20 to the northern boundary line of the Freeport Elementary School located on Business 331. The survey shall include site benchmarks, contour lines at 1' intervals, cross sections at 100' intervals, location of all above ground improvements and/or utilities and evidence of below ground utilities. The survey will be referenced to Florida State Plane Coordinate, North Zone, NAD 83, U.S. Survey feet and the Vertical Datum to be referenced to North American Vertical Datum of 1988 (NAVD 88).

DESIGN AND PERMITTING

Provide 100% design plans and specifications to include the plan and elevation views for proposed sidewalks. Coordinate with Army Corp of Engineers and Florida Department of Environmental Protection for all permitting requirements for construction of the proposed project.

PHASE 2 – ELEMENTARY SCHOOL TO VILLAGE APARTMENTS **LUMP SUM $ 7,725.00**

SURVEY

Dewberry |Preble-Rish will provide a survey from the northern boundary line of the Freeport Elementary School located on Business 331 to the north boundary line of Village Apartments on Business 331. The survey shall include site benchmarks, contour lines at 1' intervals, cross sections at 100' intervals, location of all above ground improvements and/or utilities and evidence of below ground utilities. The survey will be referenced to Florida State Plane Coordinate, North Zone, NAD 83, U.S. Survey feet and the Vertical Datum to be referenced to North American Vertical Datum of 1988 (NAVD 88).

DESIGN AND PERMITTING

Provide 100% design plans and specifications to include the plan and elevation views for proposed sidewalks. Coordinate with Army Corp of Engineers and Florida Department of Environmental Protection for all permitting requirements for construction of the proposed project.

PHASE 3 – VILLAGE APARTMENTS TO HIGH SCHOOL **LUMP SUM $40,900.00**

SURVEY

Dewberry |Preble-Rish will provide a survey from the northern boundary line of the Village Apartments to Freeport High School located on Business 331. The survey shall include site benchmarks, contour lines at 1' intervals, cross sections at 100' intervals, location of all above ground improvements and/or utilities and evidence of below ground utilities. The survey will be referenced to Florida State Plane Coordinate, North Zone, NAD 83, U.S. Survey feet and the Vertical Datum to be referenced to North American Vertical Datum of 1988 (NAVD 88).

DESIGN AND PERMITTING

Provide 100% design plans and specifications to include the plan and elevation views for proposed sidewalks. Coordinate with Army Corp of Engineers and Florida Department of Environmental Protection for all permitting requirements for construction of the proposed project.

TOTAL PROPOSED FEE: **LUMP SUM $64,500.00**

Items not included in this proposal are as follows:

- Permit applications fees to local, state and federal agencies.

We sincerely appreciate you giving Dewberry | Preble-Rish the opportunity to be of service to you.

If you have any questions or need additional information, please contact us at (850) 267-0759 or you may email Anna Hudson at anhudson@dewberry.com.

DEWBERRY | PREBLE-RISH

Address for correspondence:

877 CR 393 North
Santa Rosa Beach, FL 32459

By: _____

Name and Title: Clifford L. Knauer, P.E., Associate Vice President

Witnessed: Shannon Borger

Date: 11-9-16

CITY OF FREEPORT

Address for correspondence:

City of Freeport
P.O. Box 339
Freeport, FL 32439

By: _____

Name and Title: _____

Witnessed: _____

Date: _____

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 24 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of architectural, engineering, surveying, planning, or other services ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer**. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire agreement between you and us.

If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. **Scope of Services**. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.

b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.

c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.

d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.

e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.

f. Site safety or construction quality, means, methods, or sequences.

g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.

h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

We do not provide legal, accounting, or insurance services.

3. **Your Oral Decisions**. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

4. **Proprietary Rights**. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

5. **Fees and Compensation**. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

6. **Period of Service**. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.

7. **Construction Costs**. Construction costs are defined as the total actual cost or estimated cost to you of all elements of the project designed or specified by us excluding our fees. We assume no responsibility for any Project or construction cost estimates or opinions given to you as we have no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions.

8. **Reimbursable Expenses**. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

9. **Payment Terms**. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of one and one half percent per month on any unpaid balance not received by us within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.

10. **Information From You and Public Sources**. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.

11. **Plan Processing**. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. **Meetings and Conferences**. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

13. **Your Claims**. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:

a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.

b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.

c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.

d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination**. You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be $1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.

Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 15 of the STCs.

15. **Termination**. Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

16. **Payment of Other Professionals**. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

17. **Assignment and Third-Party Beneficiaries**. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 10, 13, 14, 17, 21 and 23 of this Agreement. Despite anything in this Paragraph 17 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.

18. **Applicable Law and Forum Selection**. The laws of The State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 19 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

19. **Arbitration of Our Claims for Compensation**. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 18 above.

20. **Severability**. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

21. **Limitations on Liability**. Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. We shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 21 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

22. **Payment of Attorney's Fees**. The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.

23. **Indemnification**. You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 23 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be $1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.

24. **Integration Clause**. The Agreement represents the entire agreement of the parties. No prior or subsequent representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties. No modification of this Agreement shall be made unless set forth in writing and signed by both parties.