



Freeport City Council
December 13, 2016
Regular Council Meeting
Package



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

- I. Meeting Called to Order**
- II. Invocation and Pledge of Allegiance**
- III. Recognition of Guests:**
 - Susan McMinamin- Senior Games Update
- IV. Approval of Past Minutes**
 - Minutes for the November 15, 2016 Regular Council Meeting (Attachment) **TAB 1**
 - Minutes for the November 17, 2016 Special Council Meeting (Attachment) **TAB 2**
 - Minutes for the November 21, 2016 Special Council Meeting (Attachment) **TAB 3**
- V. Consideration of Additions/Deletions to Agenda**
- VI. Approval of Agenda with Additions/Deletions**
- VII. Staff Reports**
 - A. City Clerk Matters
 1. Budget Amendment to include CDBG Grant Funds (Attachment) **TAB 4**
 - This is per our site visit conducted by Ted Court, Government Operations Consultant II, with the Florida Department of Economic Opportunity, Bureau of Community Revitalization
 2. FACC Fall Academy Update (Attachment) **TAB 5**
 - B. Staff Accountant
 1. Pay all bills in order (Attachment) **TAB 6**
 2. Uniform Allowance (Attachment) **TAB 7**
 - C. Planning & Zoning Dept.
 1. Budgeted Funding for 331 Business Multi-modal Master Plan (Attachment) **TAB 8**
 2. FAPA Emerald Coast Chapter Appointment/Representative to APA FL Legislative Policy Committee
 3. Attendance of Legislative Conference February 7-8, 2017
 4. Geotechnical Evaluation for final WWTP location on US 331 N
 5. Legal Matters
 1. Approve 1st Reading and advertise for *No Wake Zone Ordinance* (Attachment) **TAB 9**
 2. Interlocal Agreement/Resolution regarding “One Walton” (Attachment) **TAB 10**
 3. Praestare Release
 6. Engineering
 7. Water Dept.
 8. Sewer Dept.
 1. Councilwoman McLean
 - US-331 Corridor Utilities Planning Study Grant Award Letter (Attachment) **TAB 11**
 - Grinder Pumps
 - Wastewater Treatment Plant Renewal – 16,000.00 to Dewberry Preble-Rish

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December 13, 2016 Agenda

- D. Parks Dept.
- VIII. Old Business**
- A. Freeport Recreation Committee Appointment (Attachment) **TAB 12**
- IX. New Business**
- A. Mr. Michael & Mrs. Estelle Buggs (Attachment) **TAB 13**
 - 1. Water Bill
- B. Mayor Russ Barley
 - 1. Approve 2017 Holiday Schedule (Attachment) **TAB 14**
 - 2. Approve Employee Christmas Lunch on December 14, 2016
 - 3. Close City Hall 1:00 pm to 2:00 pm on December 14th for Employee Lunch
- C. Councilwoman Brannon
 - 1. Legislative Matters
- D. Councilwoman Cuchens
 - 1. Non-voting Mayor (Attachment) **TAB 15**
 - 2. Security at Freeport Regional Sports Complex
 - 3. Personnel Evaluations (Attachment) **TAB 16**
 - 4. Training for City Clerk for 2017 election
 - 5. Approval for overtime
 - 6. WFRPC to use Council chambers
 - 7. Grant updates
- E. Councilwoman McLean
 - 1. Rural Development Conference Call (Attachment) **TAB 17**
 - 2. Tax Information (Attachment) **TAB 18**
- F. Councilman Farris
 - 1. Mowing Contract with DOT (Attachment) **TAB 19**
 - 2. New Tractor & Mower for Maintaining City Streets (Attachment) **TAB 20**
 - 3. Repairing or replacing the Road Side Gator – Used for trash pick-up (Attachment) **Tab 21**
- G. Councilwoman Laird
 - 1. Discuss Merit Raise for Parks Director
- X. Public Comment**
- XI. Adjournment**

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

I. Meeting Opened

The November 15th 2016 Regular Council Meeting was called to order at 9:00 AM by Mayor Russ Barley. The meeting was held in City Council Chambers of Freeport City Hall.

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

Council members absent: Councilman Eddie Farris

Staff present: City Clerk Podraza, City Attorney Clay Adkinson, Parks Director Dana Weiler, Water Supervisor Larry Tuggle, Sewer Supervisor Robert Fawcett, Billing Supervisor Jennifer Douglas, City Engineer Anna Hudson & City Engineer Cliff Knauer.

II. Invocation and Pledge of Allegiance

The invocation was given by Councilwoman Cuchens, followed by the Pledge of Allegiance to the American Flag.

III. Recognition of Guests: None

IV. Approval of Past Minutes

- Minutes for the October 27, 2016 Regular Council Meeting

Council Action: Councilwoman Cuchens made a motion to approve the October 27, 2016 Regular Council Meeting Minutes as presented. Councilwoman Brannon seconded the motion. All ayes; motion carried.

- Minutes for the October 24, 2016 Special Meeting
- Minutes for the October 24, 2016 Workshop

Council Action: Councilwoman Cuchens made a motion to approve the October 24, 2016 Special Meeting & October 24, 2016 Workshop Minutes as presented. Councilwoman Brannon seconded the motion. All ayes; motion carried.

- Minutes for the October 17, 2016 Special Meeting

Council Action: Councilwoman Brannon made a motion to approve the October 17, 2016 Special

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

Council Meeting Minutes as presented. Councilwoman Laird seconded the motion. All ayes; motion carried.

- Minutes for the October 11, 2016 Special Meeting @ 8:40 am
- Minutes for the October 11, 2016 Special Meeting @ 8:50 am

Council Action: Councilwoman Cuchens made a motion to approve the October 11, 2016 Special Council Meeting Minutes at 8:40 am and the October 11, 2016 Special Council Meeting Minutes at 8:50 am as presented. Councilwoman Laird seconded the motion. All ayes; motion carried.

V. Consideration of Additions/Deletions to Agenda

1. Additions: NONE
2. Deletions
 - Sewer Dept. – Grinder Pumps
 - Old Business – Council Presidency
 - Councilman Farris – Authorization to use money budgeted in streets for the design phase of the sidewalk project.
 - Councilman Farris – Council Office at City Hall

VI. Approval of Agenda with Additions/Deletions

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

VII. Staff Reports

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

Council Action: Councilwoman Cuchens made a motion to approve Freeport City Council participation in the Joint Special Meeting with Walton County Board of County Commissioners and DeFuniak Springs on December 6, 2016 at the Walton County Courthouse in the WCBCC Chambers at 3:30 pm. Councilwoman McLean seconded the motion. All ayes; motion carried.

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B. Staff Accountant

1. Pay all bills in order

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

2. Budget Amendment moving the salaries and related insurances & expenses from Administration to Water. The City was informed by the auditors that these expenses must be under the utility and cannot be allocated to the City Administrative Budget.

Council Action: Councilwoman Brannon made a motion to approve the Budget Amendment moving the Billing & Meter Reading salaries and related expenditures to the Water Department Budget. Councilwoman McLean seconded the motion. All ayes; motion carried.

C. Planning & Zoning Dept.

2. American Fidelity SSA/2nd Reading

Council Action: Councilwoman Brannon made a motion to approve the second reading and adoption of the American Fidelity Small Scale Amendment Ordinance Number 2016-12. Councilwoman McLean seconded the motion. All ayes; motion carried.

3. American Fidelity RZ/2nd Reading

Council Action: Councilwoman Cuchens made a motion to approve the second reading and adoption of the American Fidelity Re-Zoning Ordinance Number 2016-13. Councilwoman Laird seconded the motion. All ayes; motion carried.

4. WRFPC Brownfield Grant Application Letter of Support

- City Planner Latilda Hughes-Neel presented and discussed a letter drafted from Mayor Russ Barley to Mr. Austin Mount Executive Director of the West Florida Regional Planning Council. This letter is about the City's support for the West Florida Regional Planning Council's, 2017 EPA Brownfields Assessment Grant Application, in the amount of \$300,000.00. This effort will address possible impacts of hazardous substances and petroleum product on properties in our area.
- Ms. Kate Daniels approached the podium to further explain the grant application process to the Council.

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November 15, 2016 Minutes

Council Action: Councilwoman McLean made a motion to approve a letter of support for the West Florida Regional Planning Council's grant application for assessment funding, to be signed by Mayor Barley. Councilwoman Laird seconded the motion. All ayes; motion carried.

D. Legal Matters

1. Second Reading and approval of Ordinance to Amend the Freeport Land Development Code

Council Action: Councilwoman Brannon made a motion to approve the 2nd reading and adoption of Ordinance 2016-14 to amend the Land Development Code to provide for a new section 2.03.03 (D), entitled, "The Freeport Recreation Committee". Councilwoman Cuchens seconded the motion. All ayes; motion carried.

2. Freeport Youth Sports Baseball League Agreement of Responsibilities & Waiver of Fees

Council Action: Councilwoman Cuchens made a motion to approved the Agreement of Responsibilities and Waiver of Fees between the City of Freeport and the Freeport Youth Sports Organization with the following strikethroughs:

Under City Responsibilities:

- #3 Remove-48hr repair time for equipment***
- #13 Remove-24hr response time for issues, concerns, or questions***

Under Freeport Youth Responsibilities:

- #4 Remove-Etc.***
- #9 Remove-24hr response time for issues, concerns, or questions***

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

Engineering

1. Engineering Updates
 - City Engineer Anna Hudson presented the Engineering Updates to the Council.
 - City Engineer Anna Hudson announced to the Council that she will be leaving Dewberry Preble-Rish to work for Walton County Public Works. Council and the Mayor all thanked Anna for her many years of service to the City of Freeport. City Engineer Cliff Knauer also commented on how grateful they are to Anna for 11 years of service and she will be greatly missed.

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E. Water Dept.

1. Meter Installation Contract

Council Action: Councilwoman Cuchens made a motion to approve the HD Supply Waterworks Master Project Agreement for water meter installation and allow the Mayor to execute the agreement after the City Attorney has clarified the arbitration language. Councilwoman McLean seconded the motion. All ayes; motion carried.

2. Request pay increase of Water Employee

- Water Supervisor Larry Tuggle requested a pay increase for Josh McKay.

Council Action: Councilwoman Cuchens made a motion to approve an hourly pay increase for Water Maintenance Worker Josh McKay from \$11.50 per hour to \$14.00 per hour. Councilwoman McLean seconded the motion. All ayes; motion carried.

3. Request approval to advertise for Water Operations Maintenance Worker

Council Action: Councilwoman Cuchens made a motion to approve advertisement for a Water Maintenance Worker. Councilwoman McLean seconded the motion. All ayes; motion carried.

F. Sewer Dept.

1. Councilwoman McLean

- Approve Recommendation for Sewer Maintenance Worker I

Council Action: Councilwoman Laird made a motion to approve moving Sewer Maintenance Worker, Thomas Godwin, from part-time status to full-time status. Councilwoman Cuchens seconded the motion. All ayes; motion carried.

- ~~Grinder pumps, tanks to sewer~~
- Councilwoman McLean reviewed a memo and handout she provided to the Council regarding information gathered about the needs of the Wastewater Treatment Plant. This information was provided by Councilwoman McLean in anticipation of the Joint Special Meeting in December.

H. Parks Dept.

1. Request permission to create an information only Facebook corporate account for

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- Parks & Rec
2. Request a parks and recreation email address

Council Action: Councilwoman Cuchens made a motion that Parks Director Weiler be allowed to setup an information only Parks & Rec Facebook Page and to have an associated email address designated to the page. Councilwoman Laird seconded the motion. All ayes; motion carried.

3. Informational items: bench updates, disc golf and soccer at Bayfest, water situation
- Parks Director Weiler updated the Council on the informational items.
 - Mayor Barley thanked Parks Director Weiler as well as Water Supervisor Tuggle and his crew for all the help they provided with Bayfest. Mayor Barley announced that over 1500 people came to the event and it went very well.

VIII. Old Business

~~A. Council Presidency~~

IX. New Business

A. Mr. Tom Tillman

1. Food Vendors at Christmas Parade & Program
- Mr. Tom Tillman approached the podium and requested Council approve food vendors to be at the Christmas Parade & Tree Lighting program.

Council Action: Councilwoman Cuchens made a motion to approve up to three (3) food vendors to be available at the Christmas Parade and Program festivities being held at City Hall on December 2, 2016. Councilwoman Laird seconded the motion. All ayes; motion carried.

B. Mayor Russ Barley

1. City Clerk Job Description
- Mayor Barley advised the Council that a request was made to have the Clerk Job Description reviewed. After Council discussion, it was requested that the Clerk redline the current approved document and bring it back to the next Regular Council Meeting for review.

C. Councilwoman Brannon

1. Legislative Matters
- Councilwoman Brannon announced that the Florida League of Cities will be holding a meeting at City Hall Council Chambers on November 15, 2016 at 5:00 pm with a dinner following at 6:00 pm at the City Community Center. Councilwoman Brannon thanked Mayor Barley for doing a phenomenal job coordinating the dinner amid his busy schedule.

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D. Councilwoman Cuchens

- Councilwoman Cuchens requested information regarding the selection process of the City Finance Officer. The City Attorney advised Council to add this item to the agenda of the Special Meeting in which the interviews for the position will be held.
- Councilwoman Cuchens requested that Council be notified of unscheduled closings of City Hall.

E. Councilwoman McLean

1. Discussion on securing a lobbyist for the City of Freeport
 - Council discussed the process of hiring a lobbyist. Councilwoman McLean asked that the Council to do their own individual research so that securing a City Lobbyist may be discussed at a future Council Meeting.

F. Councilman Farris

2. ~~Authorization to use the money budgeted in streets for the design phase of the sidewalk project.~~
3. ~~Council Office at City Hall~~

4. Councilwoman Laird: None

X. Public Comment

- Ms. Becky Sumner approached the podium. Ms. Sumner expressed her concern with the Council's decision to approve the installation of a Traffic Table on South Jackson at the October 11, 2016 Council Meeting. The Council voted yes to a \$7,000.00 commitment for the Traffic Table and Ms. Sumner feels this decision was fiscally irresponsible.

XI. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The Mayor gaveled and the meeting adjourned at 10:36 a.m.

FREEPORT CITY COUNCIL

Mayor

Council President

ATTEST:

City Clerk

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Tab 2

**City of Freeport
SPECIAL MEETING**

6:00 p.m./Council Chambers/Freeport City Hall a
November 17, 2016 Minutes

I. Meeting Opened

The November 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 & Parks Director Dana Weiler

II. Invocation and Pledge of Allegiance

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

III. Financial Officer Selection Process Discussion

Mayor Barley turned the meeting over to Clerk Podraza.

Clerk Podraza explained the process that was used to determine the top candidates to be interviewed. Council discussion regarding the process ensued.

Parks Director Weiler approached the podium to address the Council in regards to her concerns as a current employee and an applicant with the selection process.

IV. Staff Financial Officer Interviews were conducted in the following order:

- **Sara Bowers**
- **Elizabeth Bullock**
- **Rhonda Venero**

The Council ranked the candidates accordingly on the ranking sheets for each candidate and the scores were tallied by City Attorney Adkinson and Clerk Podraza. The scores were as follows:

- **Sara Bowers - 251**
- **Elizabeth Bullock - 182**
- **Rhonda Venero - 205**

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**City of Freeport
SPECIAL MEETING**

6:00 p.m./Council Chambers/Freeport City Hall a
November 17, 2016 Minutes

Council Action: Councilwoman Brannon made a motion to proceed with allowing the Mayor to negotiate a salary with the top ranked candidate Sara Bowers. Councilman Farris seconded the motion. All ayes; motion carried.

V. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The meeting adjourned at 7:45 p.m.

FREEPORT CITY COUNCIL

Mayor

Council President

ATTEST:

City Clerk

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Tab 3

**City of Freeport
SPECIAL MEETING**

6:00 p.m./Council Chambers/Freeport City Hall a
November 21, 2016 Minutes

I. Meeting Opened

The November 21, 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, and Councilwoman Jennifer Laird.

Council members absent: Councilwoman Kasey Cuchens

II. Invocation and Pledge of Allegiance

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

III. Salary approval for the new Staff Financial Officer

- Mayor Barley began the meeting by explaining to the Council that Sara Bowers has accepted the position of Staff Financial Officer and the other two candidates have been notified. Tonight's meeting is to discuss and vote on a salary amount for the position.

Council Action: Councilwoman McLean made a motion to approve a salary amount of \$47,500.00. Councilwoman Brannon seconded the motion. All ayes; motion carried.

IV. Adjournment

Mayor Russ Barley adjourned the meeting at 6:10 pm.

FREEPORT CITY COUNCIL

Mayor

Council President

ATTEST:

City Clerk

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FREERPORT, FL
Amended 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
Amended 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	
CDBG Grant *total: 650,000.00		\$18,244.90	\$631,755.10
		TOTAL	\$2,975,455.10

FREEPORT, FL
Amended Expenditure Budget Worksheet

CBDG Grant	2015/2016	2016/2017	Grant Total
Admin	5,000.00	79,255.10	\$97,500.00
Temporary Relocation	7,500.00	52,500.00	\$52,500.00
Rehab	5,744.90	500,000.00	\$500,000.00
TOTAL	18,244.90	631,755.10	\$650,000.00

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

2,975,455.10

REPORT ON FALL ACADEMY 2016

Tab 5

Overview of Classes:

- ***Structure and Function of Government (Facilitated by Lynn Tipton/FLC University)***
This class was exceptionally informative in the overall functions of State, County and Local Government Structures.

- ***Municipal Clerk 101***

This class taught all the basics a new Clerk needs to know.

We learned Notary Law in regards to ethical conduct, avoiding liability, oaths and acknowledgements. We learned about Resolutions, Ordinances, codification, public records law and public records requests.

- ***Budgeting & Accounting***

We learned the basics of Governmental Budgeting and Fund Accounting as well as strategic planning and how it relates to the City's CIP and Budget. We were taught the importance of how detrimental it is that the department heads take an active role in the process of formulating a Strategic Plan. Special revenue and debt service was also reviewed.

- ***Active Shooter Preparedness***

We learned about the Four A's: Awareness; Avoidance; Arm & Attack. We were taught that in our society today, we need to be proactive and formulate a plan of action. The officers who facilitated the presentation are seasoned professionals who have learned firsthand the tactical aspects of survival in the situations we could find ourselves in.

- ***Ethics***

For me this was the most enlightening class at the Conference. The instructor presented challenges and dilemmas in different situations, ranging from a fellow employee and friend borrowing petty cash, to accepting gifts from a contractor during a bid process. Moral view points and virtues may vary due to differences in our culture, geographic location, race, and religion.

- ***Election Basics***

This class was extremely helpful. 2017 will be my first year going through an election process so this training was imperative for me to have.

- ***Records Management***

Although I have several years' experience as a records management liaison officer and custodian of records, this was a very informative and detailed tutorial.

I enjoyed spending time with my peers who know the day to day challenges that Municipal Clerks face. Networking with seasoned professionals in my field was an amazing experience. I have gained new friends and excellent sources to help me perform my job better.

I thank you for the opportunity to attend the FACC Fall Academy. I am confident this training will benefit the City and my professional goals as a Municipal Clerk.

Florida State University



CERTIFICATE OF COMPLETION
Florida Association of City Clerks
2016 Professional Education Academy
1st Year Program (32 CMC Hours)

Awarded to

Rebecca L. Podraza

conducted by the
John Scott Dailey Florida Institute of Government
Florida State University
October 10 - 13, 2016


Jeff Hendry, FACC Institute Director
John Scott Dailey Florida Institute of Government


Chevelle Nubin, FACC President
Florida Association of City Clerks

***Check Detail Register©**

Cks 12/2/2016 - 12/2/2016

		Check Amt	Invoice	Comment
10101 Payables				
Paid Chk#	026799	12/2/2016	AFLAC	
G 410-21820	Insurance Withholding	\$382.14	973810	Emp. Ins. - Water Fund
G 420-21820	Insurance Withholding	\$209.46	973810	Emp. Ins. - Sewer Fund
G 001-21820	Insurance Withholding	\$88.84	973810	Emp. Ins. - General Fund
Total AFLAC		\$680.44		
Paid Chk#	026800	12/2/2016	AIG/AMERICAN GENERAL	
G 410-21860	Suppl Insurance Liab	\$26.12	Nov 2016	Emp. Ins - Water Fund
G 420-21860	Suppl Insurance Liab	\$186.64	Nov 2016	Emp Ins - Sewer Fund
Total AIG/AMERICAN GENERAL		\$212.76		
Paid Chk#	026801	12/2/2016	BALDWIN TURF	
E 410-533-44620	System Maint & Repairs	\$107.00	5682	Centipede pallet - Water
Total BALDWIN TURF		\$107.00		
Paid Chk#	026802	12/2/2016	CENTURY LINK	
E 420-535-44100	Telephone Expense	\$232.38	Nov 2016	Telephone Services - Sewer
E 410-533-44100	Telephone Expense	\$482.61	Nov 2016	Telephone Services - Water
E 001-572-46365	Freeport Regional Sports Comp	\$369.70	Nov 2016	Telephone Services - Parks
E 410-533-44100	Telephone Expense	\$54.08	Nov 2016	Telephone Services - Water
Total CENTURY LINK		\$1,138.77		
Paid Chk#	026803	12/2/2016	Clayton Adkinson	
E 001-510-43100	Legal Services	\$4,097.75	Oct-2016	Legal Services for October 2016
Total Clayton Adkinson		\$4,097.75		
Paid Chk#	026804	12/2/2016	COX COMMUNICATIONS	
E 001-510-44100	Telephone Expense	\$1,049.97	Nov 2016	Internet/Telephone - General Fund
Total COX COMMUNICATIONS		\$1,049.97		
Paid Chk#	026805	12/2/2016	FERGUSON ENTERPRISES, INC.	
E 410-533-45200	Operating Supplies & Mat	\$72.40	1211308	Gasket & Plug - Water
E 410-533-45200	Operating Supplies & Mat	\$131.25	1212212	PVC pipe - Water
Total FERGUSON ENTERPRISES, INC.		\$203.65		
Paid Chk#	026806	12/2/2016	FREEMAN ELECTRIC	
E 001-510-44600	Bldg Maint & Furniture	\$1,972.00	13866	Replace radio signal and antenna for the electronic message center
Total FREEMAN ELECTRIC		\$1,972.00		
Paid Chk#	026807	12/2/2016	GOMILLION ELECTRIC & CONSTR	
E 001-572-46365	Freeport Regional Sports Comp	\$3,400.00	11142016	Repair electrical service for east side of ball fields
Total GOMILLION ELECTRIC & CONSTR		\$3,400.00		
Paid Chk#	026808	12/2/2016	H D WATERWORKS	
E 410-533-45200	Operating Supplies & Mat	\$925.25	G375508	Box with Flush CVR & CI
E 410-533-45200	Operating Supplies & Mat	\$1,126.55	G407243	Water pipe
E 410-533-45200	Operating Supplies & Mat	\$6,120.00	G436218	Water pipe, wire & housing assembly
Total H D WATERWORKS		\$8,171.80		
Paid Chk#	026809	12/2/2016	HALIFAX MEDIA GROUP	
E 001-510-48100	Advertising	\$955.70	2019228-1116	Ads-Emp Accounting and Sewer Maint.
Total HALIFAX MEDIA GROUP		\$955.70		
Paid Chk#	026810	12/2/2016	HAWKINS INC	
E 001-572-46345	Casey Park & Pool Complex	\$310.50	3977335	
E 001-572-46345	Casey Park & Pool Complex	\$284.00	3979095	Pool Repairs

***Check Detail Register©**

Cks 12/2/2016 - 12/2/2016

		Check Amt	Invoice	Comment
Total HAWKINS INC		\$594.50		
Paid Chk# 026811	12/2/2016	MOORE, BARBARA		
E 001-510-44000	Travel Expense	\$42.60	Nov 2016	Reimburse for going to the bank and post office
Total MOORE, BARBARA		\$42.60		
Paid Chk# 026812	12/2/2016	PORTLAND SELF STORAGE		
E 001-510-43009	Miscellaneous	\$20.00	Nov & Dec 201	Late Fee
E 001-510-43009	Miscellaneous	\$85.00	Nov & Dec 201	Dec Rent
E 001-510-43009	Miscellaneous	\$85.00	Nov & Dec 201	Nov Rent
Total PORTLAND SELF STORAGE		\$190.00		
Paid Chk# 026813	12/2/2016	QUILL		
E 001-510-44900	Administration Expense	\$84.98	1905047	Copy paper
E 001-510-45100	Office Supplies	\$46.99	2080349	File folders for planning
E 420-535-45100	Office Supplies	\$116.59	2090811	Chalkboard for sewer dept.
Total QUILL		\$248.56		
Paid Chk# 026814	12/2/2016	SERVEPRO		
E 420-535-44620	System Maint & Repairs	\$2,639.11	1029639	Remove sewer from residence
E 420-535-44620	System Maint & Repairs	\$6,892.36	1029640	Structural repairs cause by sewer back-up
Total SERVEPRO		\$9,531.47		
Paid Chk# 026815	12/2/2016	SITE ONE LANDSCAPE SUPPLY		
E 001-572-45250	Grounds Maintenance	\$632.47	78509315	Material to maintain parks
Total SITE ONE LANDSCAPE SUPPLY		\$632.47		
Paid Chk# 026816	12/2/2016	SMITHS SIGNS & PRINTING		
E 001-510-48100	Advertising	\$40.00	#HELD	Banner & Magnetic Sign after \$40 credit on acct.
Total SMITHS SIGNS & PRINTING		\$40.00		
Paid Chk# 026817	12/2/2016	The Water Spigot, Inc.		
E 420-535-45220	Lab Supplies	\$150.00	16-4519	Test - Influent, effluent and fical coliform
Total The Water Spigot, Inc.		\$150.00		
Paid Chk# 026818	12/2/2016	WALTON CONSTRUCTION SERVICE		
E 420-535-43130	Outside Labor & Services	\$792.00	2016/156	66 ft. bore at 3268 Co Hwy 83A - Sewer
E 410-533-43130	Outside Labor & Services	\$720.00	2016/157	60 ft. bore at 14 Florida Place - Water
E 420-535-43130	Outside Labor & Services	\$960.00	2016/160	80 ft. bore at 643 Waterview Cove Dr. - Sewer
Total WALTON CONSTRUCTION SERVICE		\$2,472.00		
Paid Chk# 026819	12/2/2016	WASTE MANAGEMENT		
E 001-572-43050	Community Center Operations	\$76.25	8318285-4814-	Garbage Service
E 410-533-44350	Garbage	\$201.25	8318286-4814-	Water
E 420-535-44350	Garbage	\$76.26	8318287-4814-	Sewer
E 001-572-46345	Casey Park & Pool Complex	\$114.37	8318288-4814-	Garbage Service
E 001-572-46365	Freeport Regional Sports Comp	\$305.00	8318289-4814-	Garbage Service
Total WASTE MANAGEMENT		\$773.13		
10101 Payables		\$36,664.57		

Fund Summary

10101 Payables

001 General Fund	\$14,061.12
410 Water Fund	\$10,348.65
420 Sewer Fund	\$12,254.80
	<u>\$36,664.57</u>

***Check Detail Register©**

November 16-17

		Check Amt	Invoice	Comment
10101 Payables				
Paid Chk#	026794	12/1/2016	AQUA POOL & PATIO COMPANY	
E 420-535-45200	Operating Supplies & Mat	\$1,249.77		Sewer Plant- Chlorine
Total AQUA POOL & PATIO COMPANY		\$1,249.77		
Paid Chk#	026795	12/1/2016	CASS DATA & MAILING	
E 412-534-44200	Postage	\$291.63	27364	Mailing Services
E 410-533-44200	Postage	\$2,138.62	27364	Mailing Services
E 412-534-44200	Postage	\$295.46	27522	Mailing Services
E 410-533-44200	Postage	\$2,166.64	27522	Mialing Services
Total CASS DATA & MAILING		\$4,892.35		
Paid Chk#	026796	12/1/2016	DERLS LOCK & SAFE	
E 001-510-44600	Bldg Maint & Furniture	\$20.00	12316	CH Keys made
Total DERLS LOCK & SAFE		\$20.00		
Paid Chk#	026797	12/1/2016	REGIONAL PLANNING COUNCIL	
E 001-572-43105	Professional Services	\$10,000.00	6064	Deliverable #1 - Recreational Master Plan
Total REGIONAL PLANNING COUNCIL		\$10,000.00		
Paid Chk#	026798	12/1/2016	TOTAL TAX AND BOOKKEEPING SOLU	
E 001-510-43130	Outside Labor & Services	\$2,511.25	Nov 2016	Nov Accounting Svc
Total TOTAL TAX AND BOOKKEEPING SOLU		\$2,511.25		
10101 Payables		\$18,673.37		

Fund Summary

10101 Payables	
001 General Fund	\$12,531.25
410 Water Fund	\$4,305.26
412 North Bay Water Fund	\$587.09
420 Sewer Fund	\$1,249.77
	\$18,673.37

Tab 7

UNIFORM ALLOWANCE							
				ALLOWANCE			
LAST NAME	FIRST NAME		DEPARTMENT	PANTS	BOOTS		TOTAL
CAMPBELL	CHRISTOPHER		PARKS	\$ 125	\$ 100		\$ 225
DOUGLAS	JENNIFER		BILLING	\$ 125			\$ 125
DUKE	JENNIFER		WATER	\$ 125	\$ 100		\$ 225
FAWCETT	ROBERT		SEWER	\$ 125	\$ 100		\$ 225
GODWIN	ERNIE		MAINTENANCE	\$ 125	\$ 100		\$ 225
GODWIN	THOMAS		SEWER	\$ 125	\$ 100		\$ 225
HILGENBERG	BRIDGET		SEWER	\$ 125	\$ 100		\$ 225
KALLENBACH	JURGEN		WATER	\$ 125	\$ 100		\$ 225
MARTIN	NICHOLE		WATER	\$ 125	\$ 100		\$ 225
MC CORMICK	JOHNNY		WATER	\$ 125	\$ 100		\$ 225
MC KAY	JOSH		WATER	\$ 125	\$ 100		\$ 225
MOORE	BARBARA		ADMIN	\$ 125			\$ 125
PARKER	ADDISON		SEWER	\$ 125	\$ 100		\$ 225
PORTER	APRIL		BILLING	\$ 125			\$ 125
SHOREY	CHRISTOPHER		SEWER	\$ 125	\$ 100		\$ 225
THOMAS	GARY		WATER	\$ 125	\$ 100		\$ 225
TUGGLE	LARRY		WATER	\$ 125	\$ 100		\$ 225
WARD	STACY		BILLING	\$ 125			\$ 125
WEILER	DANA		PARKS	\$ 125	\$ 100		\$ 225
WILSON	TONY		WATER	\$ 125	\$ 100		\$ 225
TOTAL				\$ 2,500	\$ 1,600		\$ 4,100

City of Freeport
JANUARY 12, 2016 REGULAR COUNCIL MEETING MINUTES

VIII. Old Business - none

IX. New Business

A. Mayor Russ Barley

1. Property adjoining & West of City Hall. (Action Requested)
 - Council discussed having an appraisal done for this property and decided to table it for now.
2. Personnel Uniform and Boots Allowance

Council Action: Councilwoman McLean motioned to approve \$125.00 for Jeans & \$100.00 for boots for the Water/Sewer employees and \$125.00 for dress slacks for the Billing Clerks. Councilwoman Cuchens seconded the motion. All ayes, motion carried.

3. DOC Contract for 2016-2017. (Action Requested)
 - Council agreed for City Attorney Adkinson to contact the DOC Warden and request a copy of the contract for review. Findings will be presented at the next January 28th meeting.
4. Monitor Well Construction and Testing at the City of Freeport Wastewater Treatment Facility. (Action Requested)
 - Council discussed and agreed that the agreement would need to be reviewed by the Engineering Department and Attorney Adkinson. It will be added to the January 28th Agenda for approval.
5. Community Center Update
 - The exterior is not complete. Painting is being done by a volunteer. A couple of issues have been identified that need to be addressed before painting can be completed. The mayor has contacted the company who did the work and is waiting for them to return the call.
6. Sewer Financing
 - A dispute has been raised as to whether or not the City finances new construction. Lead Billing Clerk provided the Finance Agreement document that the City Council approved. It was determined that new construction was not included in the agreement.

B. Councilwoman Brannon

1. Legislative Matters
 - Councilwoman Brannon distributed and reviewed the topics of the Florida League of Cities 2016 Legislative Action Plan.

Session in Tallahassee will begin January 18th and Councilwoman Brannon will be attending February 1st and 2nd and will report back with the goals of the North West Florida League. The main topics that will be covered by the NWFL will be *Water Conservation/Preservation and Veterans Programs.*

Tab 8

November 9, 2016

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.

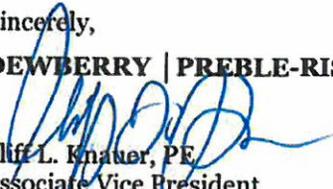
Dewberry | Preble-Rish proposes to provide the aforementioned services based on a lump sum amount of **\$64,500.00.**

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

**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 Boyer

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 to 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.

DEPT 541 STREETS

2016/2017

E 001-541-43000 Operating Expense	800.00
E 001-541-43130 Outside Labor & Services	20,000.00
E 001-541-44300 Utilities	20,000.00
E 001-541-44500 Insurance	
E 001-541-45200 Operating Supplies & Mat	
E 001-541-46400 Capital Outlay	
E 001-541-46425 Capital Outlay/Hwy20 Sidewalks	50,338.00
	91,138.00

ORDINANCE NO. 2016-____

AN ORDINANCE ESTABLISHING AN "IDLE SPEED – NO WAKE RESTRICTED AREA" IN FOUR MILE CREEK; DESCRIBING THE AREA OF RESTRICTED WATERWAY; DESCRIBING THE LOCATION OF THE MARKERS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROVIDING AN EFFECTIVE DATE:

WHEREAS, the Freeport City Council, Walton County, Florida is concerned for the safety of persons using Four Mile Creek for recreational purposes, and

WHEREAS, excessive boat speed in Four Mile Creek endangers the health, safety and welfare of the general public using the Creek for recreational purposes, and

WHEREAS, Florida Statutes § 327.46(1)(b) authorizes the City of Freeport to establish an idle speed, no wake zones by ordinance within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet and to establish an idle speed, no wake boating-restricted area, if the area is within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width, and

WHEREAS, the Freeport City Council of Walton County desires to conform to the requirements of the Florida Fish and Wildlife Conservation Commission with regard to restricting waterways, and

NOW THEREFORE BE IT ORDAINED BY THE FREEPORT CITY COUNCIL THAT:

1. The area of Four Mile Creek between a line that is perpendicular to the waterway and passes through the point described by the coordinates 30° 29.210'N, 86° 8.242'W and a line that is perpendicular to the waterway and passes through the point described by the coordinates 30° 29.130'N, 86° 8.219'W is declared to be a restricted waterway. As provided in rule 68D-23.103(3) (a), F.A.C., "Idle Speed – No Wake" means that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that is has under tow.
2. City of Freeport shall apply to Florida Fish and Wildlife Conservation Commission for a permit to erect markers at the locations listed above.
3. This ordinance shall be enforced by Walton County and the City of Freeport. The placement of the markers does not obligate the Florida Fish and Wildlife Conservation Commission or its officers to enforce the regulations or operation restrictions noticed by the markers.
4. In the event that any section, paragraph, sentence, clause or phrase of the Ordinance shall be declared unconstitutional or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining parts of this Ordinance.
5. Violation of this Ordinance shall be punishable as provided by Florida law.
6. Pursuant to 327.73, F.S., (2015) any person cited for a violation of any such provision shall be deemed to be charged with a noncriminal infraction, shall be cited for such an infraction, and

shall be cited to appear before the county court. The civil penalty for any such infraction is \$50, except as otherwise provided for allowable county court costs for boating infractions.

7. This Ordinance shall become effective upon completion of the following: approved and adopted pursuant to Walton County's procedure, approval by the Florida Fish and Wildlife Conservation Commission pursuant to 327.46, F.S., and upon posting of the regulatory markers.

Adopted this ____ day of _____, 2016.

CITY OF FREEPORT, FL

BY: _____

Russ Barley, Mayor

ATTEST:

Rebecca Podraza, City Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between **THE CITY OF DEFUNIAK SPRINGS, FLORIDA**, a municipality of the State of Florida, hereinafter referred to as “**DeFuniak Springs**”, **THE CITY OF FREEPORT, FLORIDA**, a municipality of the State of Florida, hereinafter referred to as “**Freeport**”, and **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as “**the County**”.

WHEREAS, the County, DeFuniak Springs, and Freeport have met jointly and discussed the matters subject to this agreement, and reconvened at regular board meetings for the purposes of adopting this agreement; and

WHEREAS, U.S. Highway 331 is the major north-south corridor through Walton County, and directly connects the cities listed as parties hereto; and

WHEREAS, the current infrastructure improvement project that consists of widening U.S. Highway 331 to four lanes, and making related improvements is nearing completion; and

WHEREAS, growth, development, and redevelopment along this corridor is primed to occur and is crucial to the future of the parties hereto; and

WHEREAS, to facilitate growth, development, and redevelopment it is necessary to have an adequate water and sewer system in place along the U.S. Highway 331 corridor from the Choctawhatchee Bay to DeFuniak Springs current facilities providing these services to that service area; and

WHEREAS, the water and sewer systems of Freeport and DeFuniak serve this corridor and the surrounding area, and are in need of improvement and expansion to accommodate the anticipated growth, development, and redevelopment;

NOW, THEREFORE, acting pursuant to the authority granted in Section 163.01, Florida Statutes, the County, DeFuniak Springs, and Freeport agree as follows:

1. The expansion and improvement of the water and sewer system along the U.S. Highway 331 corridor from the Choctawhatchee Bay to DeFuniak Springs is the paramount concern and capital improvement project for Walton County and each individual entity.

2. The pursuit of funding and available financing options for such a project is the top priority for all the parties hereto.

3. To effectuate these intents the parties hereto agree to partner and work cooperatively in intent, communication, staffing, resource allocation, and in all ways and means necessary to bring this goal to fruition.

4. It is contemplated that an entity will need to be created to effectuate these goals, and that the parties hereto would amend or supplement this agreement to create such an entity in full form and concept at the time such creation is necessary.

5. Until such time as that entity is formally created, the Walton County Economic Development Alliance, as a local agency of which all three parties hereto are stakeholders, financial contributors, and holders of board seats, shall act as a liaison between the parties hereto and on the parties' collective behalf to all needed entities and persons in pursuit of these common goals.

6. The Chairman of the Board of County Commissioners, along with the Mayors of the respective Cities, or their designees, shall be the representatives of their respective entities.

7. This agreement shall be construed in accordance with the applicable laws of the state of Florida. If any provision of this agreement violated any statute or rule of the state of Florida, it is considered modified to conform to that statute or rule of law.

8. Upon execution of this agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit County of Walton County, Florida in accordance with Section 163.01, Florida Statutes.

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF DEFUNIAK SPRINGS, FLORIDA

ATTEST:

By: _____
Mayor

Date: _____

CITY OF FREEPORT, FLORIDA

ATTEST:

By: _____
Mayor

Date: _____

**BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY, FLORIDA**

ATTEST:

Martha Ingle, Clerk

By: _____
Chair

Date: _____

APPROVED AS TO FORM:

Walton County Legal Services



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

November 14, 2016

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

RE: US-331 Corridor Utilities Planning Study

Dear Mayor Barley:

Thank you for applying for competitive grant funding through the Northwest Florida Water Management District's FY 2016-2017 Water Supply Development Grant Program. We are pleased to inform you that the above mentioned project was approved for funding by the District's Governing Board in the amount of \$50,000.

In order to initiate implementation of this grant, we ask you to please send an email to Ms. Beth Hollister at grants@nfwwater.com, confirming your acceptance of the award. Please respond no later than December 2, 2016. Also, please provide the name and contact information of the person you would like us to coordinate with to facilitate timely development of the grant agreement and related items.

Thank you again for participating in the District's grant program. If you have any questions, please feel free to contact me at (850) 539-5999.

Sincerely,

A handwritten signature in cursive script that reads "Christina Coger".

Christina Coger, AICP
Program Manager, Resource Planning

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

and then dividing that numerator by three hundred (300 GPD/ERU) for water usage and two hundred fifty (250 GPD/ERU).

2.03.00 BOARDS AND AGENCIES

2.03.01 Generally

The following boards and agencies are created to administer the provisions of this Code under the authority prescribed by this Code and Florida law.

2.03.02 Department of Planning and Development

A. Creation

There is hereby created a Department of Planning and Development under the direction and control of the Mayor. The Department is authorized and shall perform all administrative functions of the City government relating to the administration of this Code.

2.03.03 Citizen Boards

A. Generally

All citizen boards created to administer this Code shall be governed by the following provisions.

1. Board Membership And Officers
 - a. Each board shall have five (5) members appointed by the City council members with each member appointing one member for each board.
 - b. Each member shall reside in the City or operate a business within the City.
 - c. Each member's term shall expire upon the expiration of the term of the appointing City Council member.
 - d. When a position becomes vacant before the end of the term, the City Council shall appoint a substitute member to fill the vacancy for the duration of the vacated term. A member whose term expires may continue to serve until a successor is appointed and qualified.
 - e. Members may be removed without notice and without assignment of cause by a majority vote of the City Council.

- f. The members of each board shall annually elect a chair and vice chair from among the members and may create and fill other offices as the board deems needed.
- g. Each board shall create whatever subcommittees it deems needed to carry out the purposes of the board
- h. The chair of the board shall annually appoint the membership of each subcommittee from the members of the board.
- i. The Director shall appoint a City Council employee to serve as secretary to the board, recorder and custodian of all board records.
- j. Members shall not be compensated, but may be paid for travel and other expenses incurred on board business under procedures prescribed in advance by the City Council.
- k. The City Council shall appropriate funds to permit each board to perform its prescribed functions.
- l. If any member fails to attend three successive meetings the Board shall declare the member's office vacant and notify the City Council.

2. Board Procedures

- a. Each board shall adopt rules of procedure to carry out its purposes. All rules must conform to this Code, other City ordinances, and state law.
- b. Each board shall meet at least once each calendar month, unless cancelled by the Board or its chair, and more often at the call of the chair or the City Council.
- c. Each board shall keep minutes of its proceedings, indicating the attendance of each member, and the decision on every question.
- d. Four (4) members shall constitute a quorum.
- e. Each decision of a board must be approved by a majority vote of the members present at a meeting in which a quorum is in attendance and voting.

Tab 13



CITY OF FREEPORT

REQUEST FOR PLACEMENT ON CITY COUNCIL AGENDA

Date Submitted: 11/16/2016

NAME(S): MICHAEL BUGGS & KESTELLE BUGGS

Physical Address: 387 POPE ST.
FREE PORT FL. 32439

Mailing Address: SAME

Phone Number: Work/Home/Cell (circle one) 850-368-2243 OR 819-4916

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

(ALREADY SUBMITTED TO MAYOR)

WE TURNED IN A COPY OF OUR WATER BILL, RECEIPT FOR REPAIR OF LEAK AND A SUMMARY OF THE DETAILS TO THE MAYOR

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 ___ NO X

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

- 1-page brief with background/history and update/information (example attached)
- 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-page brief with background/history and update/information
- Draft Ordinance with Exhibits
- Background documentation
- Maps/site plans (if pertinent)

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

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



CITY OF FREEPORT

- REQUEST FOR WAIVER OF RENTAL FEES; and provide un-stapled/un-bound
- 1-page brief with background/history and description of waiver request (example attached)
 - Background documentation

- OTHER; and provide un-stapled/un-bound
- 1-page brief with background/history and update/information (example attached)
 - Background documentation
 - Maps/site plans/tables (if pertinent)

Notes:

- The City Council may request additional information and review regarding any item placed on any council agenda and may table items as deemed necessary.
- Any matter which may require a legal opinion by the City Attorney may require additional submittals and may be tabled to a subsequent meeting for additional review.

SCHEDULE TO BE PLACED ON CITY COUNCIL AGENDA

The City Council has set the below schedule in order for staff to be able to compile and produce the council meeting agenda package:

1 st Tuesday	<u>1 week prior to meeting with completed request form and required attachments by 4:00 pm to the City Clerk</u>
4 th Thursday	

INTAKE REVIEW

Paperwork Received : / / (date) & : (time)	Staff Reviewer:
Information needed to complete package:	
Resubmitted Package for Completeness Review: / / (date) : (time)	
Complete Incomplete	Staff Reviewer:
Package determined to require legal review by (Name) YES NO	
Package forwarded to City Attorney via mail fax email on / /	
Package scheduled for City Council Meeting / / by (Reviewer)	

Ebuggs1@earthlink.net



CITY OF FREEPORT
 PO BOX 339
 FREEPORT, FLORIDA 32439

Questions about your bill? (850) 835-2822
www.freeportflorida.gov

Please return this stub with your payment.
 Please indicate any change of address:

Customer Number: 002948	
By: 11/15/2016	After: 11/15/2016
Pay: 892.93	Pay: 902.93

9-6/10-6

C 856 W9 2**AUTO**SCH 5-DIGIT 32433
 ESTELLE BUGGS
 387 POPE ST
 FREEPORT FL 32439-3148

*Read on Oct 2
 back Oct 17
 back Oct 19*

Service Period... 09/06/2016 to 10/06/2016 Service Location: 002948 ESTELLE BUGGS 387 POPE ST

10/6 - 11/02 Reading

Services	Previous Reading	Current Reading	Water Gal. Used	Amount
WATER SERVICE	1,175,010	1,362,370	187,360	892.93

*850.369.2243 Michael
 850.819.4916 Estelle*

Total Due 892.93

MESSAGE CENTER **PLEASE READ**

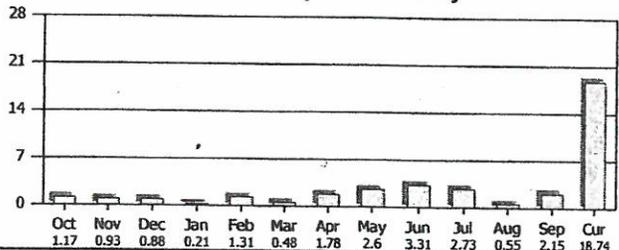
Please help conserve water. Cook food in as little water as possible. This also helps it retain more nutrients.

Bills are due by the 15th of the month or a \$10.00 penalty will be applied. All past due balances not paid by the 20th will be disconnected on November 21, 2016.

City of Freeport accepts cash, checks, and money orders in the office, but we now have a credit/debit swipe in the office. There is a 3rd party processing fee. You may also pay your bill online at www.freeportflorida.gov and will be posted the next business day.

City of Freeport will be closed Friday Nov. 11th 2016 for Veteran's Day and November 24&25th 2016 for Thanksgiving Holiday's.

Consumption History



ON OCTOBER 18th THE LADY READING OUR METER SAW MY HUSBAND ALONG WITH SEVERAL OF OUR EMPLOYEES PREPARING TO GO TO WORK. SHE TOLD HIM OUR METER WAS RUNNING LIKE CRAZY AND SHE THOUGHT WE MIGHT HAVE A LEAK.

SHE ALSO TOLD HIM THAT SHE HAD REPORTED A HIGH READING PREVIOUSLY BUT THAT THEY HAD DISREGARDED IT BECAUSE THEY THOUGHT SHE HAD READ THE METER WRONG. SO NO NOTICE WAS SENT BY MAIL AND NO ONE NOTIFIED US THAT ANYTHING WAS WRONG BECAUSE THEY THOUGHT THE METER READER HAD MADE A MISTAKE !!!

WHILE THE METER READER WAS HERE WE SEARCHED OUR ENTIRE PROPERTY FOR A LEAK. FINALLY WE HAD ONE OF OUR EMPLOYEES CRAWL UNDER OUR HOUSE WHERE HE FOUND A BROKEN PIPE. WE NEVER WOULD HAVE KNOWN IF THE LADY READING THE METER HAD NOT APPROACHED MY HUSBAND THAT MORNING. AGAIN SHE HAD ALREADY REPORTED THIS BUT IT WAS SO FAR OFF THEY ASSUMED IT WAS A MISTAKE. WE IMMEDIATELY REPAIRED THE LEAK. WE HAVE BEEN ON OUR PROPERTY FOR 25 YEARS, OWN OUR OWN BUSINESS. WE WOULD APPRECIATE A REVIEW OF THIS SITUATION AND RELIEF IN THE BURDEN OF A 900.00 WATER BILL. OUR AVERAGE BILL IS 15.00 TO 20.00 A MONTH !!!

P.S.

(THE METER READER WAS PRESENT WHILE LEAK REPAIRED)

SINCERELY

MICHAEL & ESTELLE KUGG

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



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

2017 Holiday Schedule

Monday	January 2, 2017	New Year's Day
Monday	January 16, 2017	Martin Luther King Day
Monday	February 20, 2017	President's Day
Monday	May 29, 2017	Memorial Day
Tuesday	July 4, 2017	Independence Day
Monday	September 4, 2017	Labor Day
Monday	November 13, 2017	Veteran's Day
Thursday & Friday	November 23 & 24, 2017	Thanksgiving Holidays
Monday & Tuesday	December 25 & 26, 2017	Christmas Holiday

Approved this 13th day of December, 2016

Russ Barley, Mayor

Freeport City Council

Freeport, Florida

City of Freeport
REGULAR COUNCIL MEETING MINUTES
May 12, 2015

past-president. Councilwoman Brannon spoke positively of her experience on the NWFLC Board. Next NWFLC meeting is June 18th; strategic planning workshop all day followed by the meeting at 5:00 and dinner at 6:00. It will be held in Mary Esther. Florida's 2015 legislative session: complete except for the special session in June to work on the budget. The water bill did not pass. Councilwoman Brannon stated she was still hoping for the Muskogee Water Project – still on the radar of a few people in Tallahassee. Brannon will make the final written report for the FLC available when it's done.

Councilman Farris thanked Councilwoman Brannon for the great job she did representing the City at the Northwest Florida League of Cities as President.

Councilwoman Brannon added that the City consulting engineering firm Preble Rish won the "Corporate Sponsor of the Year" award at the NWFLC Summer Dinner.

C. Councilwoman Cuchens

1. Travel policy – Council/Mayor/Staff

Councilwoman Cuchens stated that the City has a travel policy in place, but in her opinion, it was weak. Cuchens stated that she would like to see a travel policy that covers the mayor, council and staff, with a process for approving travel for staff and the council. Cuchens suggested having a workshop to discuss.

2. Charter

Councilwoman Cuchens asked about the status of revising the City Charter and if it could be prioritized. City Clerk Mattison will follow up with the Florida League of Cities.

3. Referendum for Non-Voting Mayor

Councilwoman Cuchens requested the status of her request that the City hold a special election for the voters to consider having a non-voting mayor. Mayor Barley stated that in his opinion it would be a waste of money. He referred to the recent referendum in DeFuniak Springs and stated that the article Mayor Campbell had placed in the local paper explained the issue very well and the referendum failed miserably. Councilwoman Cuchens stated that her intent was not to waste money; she had hoped to be able to work directly with the Mayor without violating the Sunshine Law.

City Attorney Adkinson stated that the City could adopt an ordinance for a referendum at the next general election.

City of Freeport

JANUARY 12, 2016 REGULAR COUNCIL MEETING MINUTES

The next NWFL meeting will be held in Pensacola on January 21st. Time and location will be announced as soon as available.

2. Special Meetings and Workshops Scheduling

- It has been brought to Councilwoman Brannon's attention by several constituents that there is concern about the amount of Special Meetings and Workshops that the City Council is hosting outside of the regular monthly meetings. The question has been raised as to why these issues can't be brought to the regular Council Meetings unless it is an emergency.

Council discussed the issue as well as the stipulations of the City Charter regarding changing times and days of the Regular Council Meetings.

Moving one of the Regular Council Meetings to a morning time will be added to the next agenda after verifying that this is not recorded in the Freeport City Charter.

C. Councilwoman Cuchens

1. City of Freeport Water and Wastewater Rate Study Findings and Recommendations

- Councilwoman Cuchens introduced Mr. Bob Mearns, RD Circuit Rider with the Florida Rural Water Association. Mr. Mearns presented his findings to the Council.

After Council discussion and questions from the public, it was decided that Mr. Mearns would present spreadsheets with detailed information for distribution at a later date.

2. Website

- Councilwoman Cuchens requested to make it a priority that the City Website be updated and brought current with the Council Meeting Minutes. City Planner Latilda Hughes-Neel reported that she and the City Clerk will be working on that and it will be taken care of.

3. Personnel Evaluations

- Council discussed employee evaluations and merit raises.

Council Action: Councilwoman Brannon made a motion to accept 3% raises for Water/Sewer employees which were recommended for merit raises by Larry Tuggle and Robert Fawcett. Councilwoman McLean seconded the motion. All ayes; motion carried.

- Mayor Barley recommended that when the new *Personnel Policies and Procedures* manual is done, *Employee Evaluations and Raises* be spelled out how Council would like it to done.
- Copies of the Supervisors Evaluations will be provided to the Council and added to the January 28th Regular Meeting for review and recommendations of the Council.

CITY OF FREEPORT
EMPLOYEE EVALUATIONS

FISCAL YEAR 2016-17

October – Barbara Moore
Addison Parker
Gary Thomas

November- Sara Bowers

December- Jurgen Kallenbach
Josh McKay
Rebecca Podraza

January- Bridgett Hilgenbeerg
Larry Tuggle
Dana Weiler

February- Latilda Hughes-Neel

March- Jennifer Duke

April- Nikole Martin
Christopher Shorey
Stacy Ward

May-

June- Jennifer Douglas
April Porter
Tony Wilson

July- Ernie Godwin

August- Christopher Campbell
Robert Fawcett

September- Johnny McCormick

Employee Performance Review

Employee Name _____ Date _____

Position _____ Department _____

Part 1: Circle the number that best represents employee's performance for each item.

1. Quality/Accuracy of Work

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

2. Quantity of Work

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

3. Dependability

1		2	3	4	5
Deficient		Below Standard	Meets Expectations	Above Standard	Outstanding

4. Attendance/Punctuality

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

5. Communication with co-workers/supervisors

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

6. Customer focused communication skills

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

7. Ability to work as a member of a team; teamwork

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

Employee Performance Review

8. Ability to work Independently

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

9. Open to feedback

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

10. Willingness to take on additional responsibilities

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

11. Complies with company policies and procedures

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

12. Exhibits effective problem solving skills

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

13. Eagerness to learn new job-related skills

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

14. Asks questions and seeks guidance as needed

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

15. Makes progress toward professional development goals

1	2	3	4	5
Deficient	Below Standard	Meets Expectations	Above Standard	Outstanding

Employee Performance Review

Part 2: Explanation/description of concerns regarding any items with scores of 1 or 2, along with plans for making necessary improvements. Enter N/A for any items with scores of 3 or higher.

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

Part 3: Developmental Goals: Agree on and list 3 – 5 developmental goals for next review period.

1. _____

2. _____

3. _____

4. _____

5. _____

Employee Performance Review

Part 4: Training Needs: list any specific training needed to improve job performance or make progress toward achieving agreed-upon development goals.

Part 5: Employee comments

Completed by:

Employee Name (Please Print) Signature Date

Supervisor Name (Please Print) Signature Date

Recommended for a salary increase _____ yes _____ no

Mayor (Print Name) Signature Date

CITY OF FREEPORT

OCTOBER 29, 2015 SPECIAL COUNCIL MEETING MINUTES

C. Meter Reader Position

Planner Hughes-Neel presented this item. Gary Thomas, who was pulled from Part-Time Meter Reader into the Full-Time Billing Clerk position, has asked to be transferred to the Full-Time Meter Reader position. Water Supervisor Tuggle stated that he is in agreement with Thomas moving in to the Full-Time Meter Reader slot.

Hughes-Neel requested that the Council approval the internal transfer of Gary Thomas from Full-Time Billing Clerk to Full-Time Meter Reader.

City Council Action: Councilwoman Cuchens motioned to approve the internal transfer of Gary Thomas from Full-Time Billing Clerk to Full-Time Meter Reader. Councilman Farris seconded the motion. All ayes; motion carried.

D. Billing Clerk Position

City Planner Hughes-Neel presented this item. Per City Clerk Mattison, we have a very good candidate for the Billing Clerk position, but Mattison is requesting approval to offer \$11.00/hour.

Council Discussion: Councilwoman Brannon stated that there are full-time city employees making minimum wage; it isn't right to offer someone new more. Councilwoman Cuchens agreed, saying they need to review all salaries before making that kind of offer. Councilwoman Cuchens also stated that the Council needs to see Clerk Mattison's plan for salaries and promotions. Hughes-Neel stated that she would relay the message.

E. City Clerk Matters

City Planner Hughes-Neel stated that she needed to keep the administrative side of the City Clerk matters current during City Clerk Mattison's illness and in the transition period to hire a new city clerk. Hughes-Neel requested that the Council designate her Deputy Clerk or Interim Clerk for the purpose of keeping city clerk essential duties completed in a timely manner.

Council Action: Councilwoman Cuchens motioned to designate Latilda Hughes-Neel Deputy Clerk until a new City Clerk is hired. Councilwoman McLean seconded the motion. All ayes; motion carried.

Parks Director Weiler took issue with the Council designating Hughes-Neel as Deputy Clerk. Councilwoman Cuchens responded and said that Hughes-Neel was the natural choice because she had performed those duties for the Council previous to the current City Clerk's hire for many months.

Councilwoman Cuchens requested that Mayor Barley speak to City Clerk Mattison about his schedule so that the Council can plan.

F. Employee Evaluations

Planner Hughes-Neel indicated that City Clerk Mattison was sending out a request to all Dept. Heads conduct their employee evaluations and have them turned in by

CITY OF FREEPORT

OCTOBER 29, 2015 SPECIAL COUNCIL MEETING MINUTES

November 6. The Counsel expressed concerns that the evaluation form being used was not the form approved by the Counsel. The form was retrieved for the Council to review. The Council reviewed the form and found it to be generic and acceptable.

Council Action: Councilwoman McLean motioned to use the new employee evaluation form (attached). Councilman Farris seconded the motion. All ayes, motioned carried.

The Council discussed the need to have counsel present at all Special Council Meetings. Councilwoman Cuchens instructed Planner Hughes-Neel to communicate to Attorney Adkinson that the Council needed counsel to be present at any meeting where there was a possibility of a board vote.

The Council discussed when the merit raises would be effective. It was determined that they would be retroactive to October 1st.

Councilwoman McLean mentioned that the overtime buyouts need to be taken care of; that there was an error in the calculation and deduction of benefits.

IV. Meeting Adjourned

Mayor Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The meeting adjourned at 7:40 p.m.

FREEPORT CITY COUNCIL

Mayor

Council President

ATTEST:

City Clerk

City of Freeport
REGULAR COUNCIL MEETING MINUTES
February 10, 2015

C. Councilwoman Cuchens

- Employee Evaluations need to be done
- City Clerk Mattison needs to take his certification course
- 4/2 Deadline for TDC Grant re Freeport Bayfest
- Appreciates updates provided by Gary and Latilda

D. Councilman Farris

1. Update/Council on Aging

The Council of Aging would like to re-establish Meals on Wheels twice a week in the City of Freeport, either at the Community Center or the Blount House. They want to send out a survey of needs with the City's water bills.

2. Council/Staff Communication

Councilman Farris stated that the Council and Staff need to be on the same page regarding notices, events, and meetings and how staff is directed.

E. Councilwoman Laird: none

F. Councilwoman McLean

1. Re-Finance of 5 Loans from Rural Dev. to CoBank

Councilwoman McLean requested that the Council make a decision regarding refinancing loans from Rural Development to Co-Bank.

Council Discussion: Attorney Adkinson stressed that Co-Bank would always have to be subordinate to Rural Development.

Council Action: Motion by Councilwoman Brannon, seconded by Councilwoman Cuchens to proceed with the re-finance plan offered by Co-Bank. All ayes; motion carried.

G. Bob Jones/Request to apply for CDGB Housing Grant for City of Freeport

Bob Jones asked to apply for a CDBG Housing Grant on behalf of the City. A new application cycle has been opened by DEO (Department of Economic Opportunity) for replacement housing, upgraded housing and repaired housing. One of the criteria is that the City designates a Housing Committee.

Tab 17

November 30, 2016

TO: City Council

Mayor Barley

Attorney

Latilda Neel

FROM: Janice McLean

SUBJECT: Conference call with Rural Development

Attendees: **CITY OF FREEPORT** Latilda Neel, Janice McLean

DEWBERRY: Cliff Knauer, Bill Menadier

USDA/RURAL DEVELOPMENT GAINSVILLE OFFICE:

Michael Langston – Loan/Grant Division

Steve Morrison – Preliminary Engineer Report Draft

Christine Goddard – Loan Request

USDA/RURAL DEVELOPMENT: Mary Gavin - Area Director

USDA/RURAL DEVELOPMENT CRESTVIEW OFFICE:

Terry Hedding- Loan Specialist

Alan Pratt - Area Director

This was a very productive meeting. We discussed the needs of the City of Freeport.

The expected growth and the fact that the existing plant is very old and capacity is

Soon to be filled. They were also very interested in the environmental effect that a new

Plant would have on being able to remove approximately 600 residents on and near the Bay area
Off septic tanks and on to City Sewer.

The first step is the PER (Preliminary Engineering Report) per Cliff this can be completed in 90 days.
Since the Council has authorized Dewberry to begin the site and conceptual layout for a new plant,
This goes hand in hand with requirements.

Latilda will begin to gather data which will be required in the Report. This will include future growth
expectations and other information as required by the engineers. As for underwriting we will
Begin to gather revenue, expenses, loan information. Rural Development has implemented a on-line
Application (RD Apply) and we will begin to review this application requirements and gather
Information required.

Walton County Tax Collector - Account Districts Report - Run 12/05/2016 03:27PM

Roll Yr	Account Number	District TC Code	District Name	District Tax	District Penalty	Millage Code	Tax Paid
2016	-- Any --	-- Any --	-- Any --			- 2 --	
2016		001	COUNTY	776,318.64	131.42	2	583,408.71
2016		FPT	CITY OF FREEPORT	1,009,854.64	170.96	2	758,914.52
2016		HB	HAMMOCK BAY CDD	294,494.31		2	264,127.47
2016		MCD	MAGNOLIA CREEK CDD	90,230.55		2	26,311.05
2016		NWW	NW FLORIDA WATER MGMT	7,850.67	1.33	2	5,898.21
2016		SCD	SCHOOL DISCRETIONARY	604,194.90	95.44	2	456,773.09
2016		SCL	SCHOOL LOCAL REQUIRED EFFORT	583,372.88	92.16	2	441,031.95
2016		Grand Total		3,366,316.59	497.31	2	2,536,465.00

TOTAL PAID to DATE

Walton County Tax Collector - Account Districts Report - Run 12/05/2016 03:31PM

Roll Yr	Account Number	District TC Code	District Name	District Tax	District Penalty	Millage Code	Tax Paid
-- 2015 --	-- Any --	-- Any --	-- Any --			-- 2 --	
2015		001	COUNTY	722,067.91	16.52	2	720,733.50
2015		FPT	CITY OF FREEPORT	939,281.98	21.49	2	937,547.14
2015		HB	HAMMOCK BAY CDD	363,423.00		2	363,423.00
2015		MCD	MAGNOLIA CREEK CDD	90,230.55		2	67,933.05
2015		NWW	NW FLORIDA WATER MGMT	7,535.85	0.17	2	7,521.61
2015		SCD	SCHOOL DISCRETIONARY	560,366.21	12.00	2	559,357.19
2015		SCL	SCHOOL LOCAL REQUIRED EFFORT	574,369.77	12.29	2	573,334.90
2015		Grand Total		3,257,275.27	62.47	2	3,229,850.39



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

JIM BOXOLD
SECRETARY

August 22, 2016

Ms. Rebecca Podraza, City Clerk
City of Freeport
Post Office Box 339
Freeport, Florida 32439

**RE: Memorandum of Agreement
Financial Management No. 42378217893
October 1, 2016 through September 30, 2019**

Dear Ms. Podraza:

The subject fully executed agreement is enclosed for your records. This letter will serve as your notice to proceed as of October 1, 2016. Please coordinate a date to begin work with Mr. Harvey Brewton, P.E., Ponce De Leon Operations Manager, at (850) 836-5700. Funding for this agreement is contingent upon Legislative approval.

If you have any questions, please feel free to call Richard Yates, D3 Maintenance Contracts Administrator toll-free at 1-888-638-0250, extension 1568 or via e-mail at Richard.Yates@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Yates", is written over a light blue horizontal line.

Richard Yates
D3 Maintenance Contracts Administrator

RY:sm

Enclosure

cc: Mr. Harvey Brewton
Mr. Wesley Adams
Ms. Kristi Patterson

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Freeport, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (S.R. 20 & S.R. 83) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

WHEREAS, the City is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, edging and sweeping and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the City by Resolution No. 2016-3 dated June 13, 2016, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The City shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Edging and sweeping to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Robin Haynes, City Clerk, Post Office Box 339, Freeport, Florida 32439) to place said City on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$2,661.71 per quarter for a total sum of \$10,646.84 per year.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2016 and continues thru September 30, 2019.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly

completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
12. City:
 - (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and
 - (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF FREEPORT

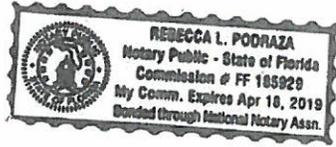
BY: [Signature]
NAME: Russ Barley
TITLE: Mayor
DATE: 6-16-16

ATTEST: Rebecca L. Podraza (Seal)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
District Secretary for District Three
DATE: 8/19/16

ATTEST: [Signature] (Seal)
Executive Secretary



LEGAL REVIEW:

[Signature]
Office of the General Counsel

EXHIBIT "A"
THE CITY OF FREEPORT
BASIS OF ESTIMATE

SITES:

1. S.R. 20 from west city limit (MP 15.424) to east city limit (MP 18.309)

COST ESTIMATE FOR ONE YEAR

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-2	482	SLOPE MOWING	1.65 ACRE	\$80.89	7	\$934.28
E104-4-4	484	INTERMEDIATE MOWING	17.68 ACRE	\$53.44	7	\$6,613.73
E110-30	541	LITTER REMOVAL	26.82 ACRE	\$7.27	12	\$2,339.78
E110-32-1	545	EDGING AND SWEEPING	1.842 PM	\$137.36	3	\$759.05
GRAND TOTAL						\$10,646.84

(QUARTERLY - \$2,661.71)

(TOTAL COST FOR THREE YEARS - \$31,940.52)

NOTE: SR 83 NOT IN QUANTITIES DUE TO CONSTRUCTION THAT MAY LAST 3 YEARS OR LONGER

H.B. Hirt, Inc.'s person in charge of operations:

Ladd Tharpe
3897 Highway 231
Marianna, FL 32446
850-573-0681

email: jacksongrain@bellsouth.net

FCG, Inc.

Faith Construction Group, Inc.

Persons in Charge:

Joseph Faith
Phone (386) 848-7522
Fax (386) 624-7238
Email- FCGCORPO@GMAIL.COM

Curb Appeal Services Inc

Richard Shockley, (MOTS), 9860 S Thomas Dr, Unit 1501, Panama City beach FL 32408,
757.701.7141, Alan Chapman, same address, 850.866.9984

Mr. Eddie Farris

RE: Freeport streets Department
Roadside trash detail Equipment

Enclosed:

1 copy of quote to repair roadside gator

1 copy of quote to replace roadside gator

Existing Roadside gator: 2011 Ranger with 2330 hours.

New Roadside gator: 2017 Ranger New

Please keep in mind for the repairs of the 2011 gator, putting new parts on a worn out piece of equipment only has the effect of either wearing out other unreplaced parts sooner or wearing out the new parts that were replaced.

I personally feel the best option is to replace/trade-in the 2011 with/for the new 2017 to avoid continuously putting money into an already worn out machine.

Larry Tuggle
City of Freeport



18291 US Hwy 331 South ~ Freeport, FL 32439
 Phone (850) 835-5400 ~ Fax (850) 835-5478
 www.distinctivecycles.com

SALES QUOTE



POLARIS
The Way Out.



DATE
November 29, 2016

CUSTOMER		HOME AND/OR CELL PHONE			EMAIL ADDRESS	
CITY OF FREEPORT					ltuggle@freeportflorida.gov	
STREET		CITY	CTY	STATE	ZIP	SALESMAN
						JERRY

DESCRIPTION OF PURCHASE					DESCRIPTION OF TRADE-IN				
X	NEW	YEAR	MAKE	MODEL	VIN#	YEAR	MAKE	MODEL	VIN#
	USED	2017	POLARIS	R17RMA50A4	RANGER 500 RED	2011	POLARIS	R11RH45AG	RANGER 400 GREEN
	NEW	YEAR	MAKE	MODEL	VIN#	YEAR	MAKE	MODEL	VIN#
	USED								
	NEW	YEAR	MAKE	MODEL	VIN#	YEAR	MAKE	MODEL	VIN#
	USED								
	NEW	YEAR	MAKE	MODEL	VIN#	YEAR	MAKE	MODEL	VIN#
	USED								

ACCESSORIES				UNIT QUOTE	
QTY	PART NUMBER	DESCRIPTION	AMOUNT		
		MONTHS EXTENDED SERVICE		UNIT #1 PRICE	\$8,999.00
				UNIT #2 PRICE	
				UNIT #3 PRICE	
				LESS DEALER DISCOUNT	
				UNIT SUB TOTAL	\$8,999.00
				FREIGHT	
				SET-UP	\$250.00
				TOTAL WITH FREIGHT/SETUP	\$9,249.00
		AS IS CONDITION		LESS TRADE IN ALLOWANCE	-\$1,500.00
		REQUIRES TITLE		UNIT SALE TAXABLE	\$7,749.00
		TAX EXEMPT		STATE SALES TAX	
				COUNTY SALES TAX	
				FL TIRE/BATTERY FEE W/TAX	\$46.00
				ESTIMATED TITLE/REG. FEE	
				UNIT SALE TOTAL W/TAX	\$7,795.00
				ACCESSORIES TOTAL W/TAX	
				OUTSIDE TAG FEE W/TAX	
				SERVICE FEE W/TAX	
				COMMUNITY SERVICE DISCOUNT	-\$519.68
				DOC STAMP FEES	
		SUB TOTAL		TRADE PAYOFF	
		SALES TAX		LESS REBATES	
		ACCESSORIES TOTAL WITH TAX		LESS DEPOSITS/DOWN PMTS	
				BALANCE DUE	\$7,275.32

LIEN ON TRADE ? YES NO	
AMOUNT OWED _____	CUSTOMER ACCEPTANCE
ANY DEBT ON TRADE-IN WILL BE PAID BY: DEALER OWNER	DEALER ACCEPTANCE



18291 US Hwy 331 South ~ Freeport, FL 32439
 Phone (850) 835.5400 ~ Fax (850) 835.5478
 web ~ www.distinctivecycles.com

FAX

To: <u>Larry</u>	From: <u>Brett</u>
Fax: <u>880-6554</u>	Pages: <u>3 + Cover</u>
Phone: <u>880-6553</u>	Date: <u>11-8-16</u>
Re: <u>Ranger Quote</u>	CC:

COMMENTS _____



18291 US Hwy 331 South - Freeport, FL 32439
 Phone (850) 835-5400 - Fax (850) 835-5478
 Web - www.distinctivecycles.com

Status: Quote
 Make POLARIS
 Type RANGER

Invoice Number **6762**
 Date Created **10/27/2016**
 Date **11/08/2016**
 P.O. #
 Ref. Number

Phone: 850-880-6553
 CITY OF FREEPORT, LARRY TUGGLE

Service Required:

UNIT HAS TO BE JUMP STARTED, AS SOON AS CABLES ARE REMOVED UNIT DIES.
 WIRING HARNESS HAS LOOSE CONNECTION.
 CLICKING NOISE IN BACK END
 CHECK OVER WITH FINE TOOTH COMB.

CALL BEFORE DOING ANY REPAIRS.

Service Performed:

FOUND VEHICLE HAS A BURNT CONNECTOR ON MAIN WIRE HARNESS THAT ATTACHES TO THE DASH HARNESS.
 FACTORY REPAIR WOULD BE TO REPLACE BOTH WIRE HARNESSES TO GET ENGINE RUNNING TO FURTHER DIAGNOSE
 CHARGING AND ELECTRICAL SYSTEMS. WE ARE NOT ABLE TO FURTHER TEST DRIVE VEHICLE TO FIND ANY OTHER
 POSSIBLE ISSUES UNTIL WIRE HARNESS IS REPAIRED.
 TECHNICIAN HAS PERFORMED A VISUAL INSPECTION FRONT TO REAR AND FOUND THESE ISSUES:
 MAIN WIRE HARNESS AND DASH HARNESS.
 FRONT WHEEL BEARINGS ARE BAD
 BOTH FRONT CV AXLES
 RIGHT FRONT STEERING BOOT IS TORN
 REAR LEFT LOWER CONTROL ARM BUSHINGS ARE WORN X4
 LEFT REAR CARRIER BEARING BUSHINGS ARE WORN X4
 NEEDS NEW BATTERY AND CHARGING SYSTEM TESTED AFTER HARNESS REPLACEMENT
 NEEDS NEW GAS CAP
 NEEDS BRAKE PEDAL BUSINGS
 NEEDS LEFT HEAD LIGHT
 NEEDS FULL SERVICE AND VALVE ADJUSTMENT DUE TO AMOUNT OF ENGINE HOURS

Repaired Unit Information:

VIN/Serial	Year	Make	Model	Primary ID	Unit Description	
4XARH45A6BB405349	2011	POLARIS	R11RH45AG		RN3R-11,4X4,400	
SKU/Stock	Eng. Model #	Eng. Type #	Eng. Manuf	Color	Purchase Date	Hours
4053491016				GREEN	04/22/2011	2330

Item Number	Description	Qty	Unit Price	Ext. Price	W/SO
PO2411581	HARNESS-CHASSIS	1	\$574.99	\$574.99	*
PO2411582	HARNESS-DASH	1	\$137.99	\$137.99	*

CUSTOMER SIGNATURE _____

Shipping Charges	Ship Via	Labor	Pickup & Delivery	Shop Materials	EPA Charge Restocking Fee
\$0.00		\$800.00		\$20.00	\$0.00
S/O Items	\$1,135.32	Taxable Items	\$1,127.05	Transaction Total	\$2,262.37
S/O Shipping		Non Taxable Items	\$0.00	Payment Method	
S/O Tax	\$0.00	Tax	\$0.00	Change	\$2,262.37
S/O Total	\$1,135.32	Total	\$1,127.05		
S/O Deposit Amt	\$1,135.32				
Balance Due					\$2,262.37



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PO2530009	FILTER,SMALL,IN-LINE,(10)	1	\$3.99	\$3.99	
PO5433189	BUSHING-PEDAL PIVOT	2	\$3.19	\$6.38	*
PO4012622	BATTERY-14AH,DRY W/O ACID	1	\$74.99	\$74.99	*
PO4010253	BULB-HEADLIGHT,50 WATT	1	\$20.99	\$20.99	*
PO3070172	SPARK PLUG,BKR6E (4)	1	\$3.79	\$3.79	
PO7081308	FILTER-AIR INTAKE	1	\$34.99	\$34.99	
PO2520799	FILTER-OIL,10 MICRON(12)	1	\$13.99	\$13.99	
PO5850135	WASHER	1	\$3.59	\$3.59	
PO3514634	BEARING-WHEEL, 35X64X37MM	2	\$34.99	\$69.98	
PO5439270	BUSHING-A-ARM-SHORT,BLK(10)	12	\$2.19	\$26.28	
PO1016615-067	WELD-STABILIZER BAR,BLK	1	\$79.99	\$79.99	*
PO1240119	CAP-GAS W/GAUGE	1	\$35.99	\$35.99	
PO5812253	FILTER-INTAKE	1	\$22.99	\$22.99	
PO5412013	BOOT-PASSENGER,SIDE RACK	1	\$48.99	\$48.99	
PO2876246-1	PS4 PLUS OIL SELL BY QTS	2	\$10.95	\$21.98	
PO2877923-5	DEMAND DRIVE BY 1/2 QT.	1	\$5.50	\$5.50	
PO2878070-1	AGL PLUS GEARCASE LUBE	1	\$14.99	\$14.99	
SB202-312F-01B	FRONT AXLE SET RANGER 400	1	\$239.99	\$239.99	*

Itemized Labor

Mechanic	Job Performed	Hours	Amount	Extended	W
ERIC	REPAIR AND SERVICE VEHICLE	8	\$800.00	\$800.00	

CUSTOMER SIGNATURE _____

Shipping Charges	Ship Via	Labor	Pickup & Delivery	Shop Materials	EPA Charge Restocking Fee
\$0.00		\$800.00		\$20.00	\$0.00
S/O Items	\$1,135.32	Taxable Items	\$1,127.05	Transaction Total	\$2,262.37
S/O Shipping		Non Taxable Items	\$0.00	Payment Method	
S/O Tax	\$0.00	Tax	\$0.00	Change	\$2,262.37
S/O Total	\$1,135.32	Total	\$1,127.05		
S/O Deposit Amt	\$1,135.32				
Balance Due \$2,262.37					



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\$0.00		\$800.00		\$20.00	\$0.00
S/O Items		Taxable Items	\$1,127.05	Transaction Total \$2,262.37	
S/O Shipping		Non Taxable Items	\$0.00		
S/O Tax		Tax		Payment Method	
S/O Total		Total			
S/O Deposit Amt				Change	\$2,262.37
Balance Due					\$2,262.37