



CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, DECEMBER 15, 2014
7:00 P.M.
TO BE HELD IN THE COMMISSION CHAMBERS
LOCATED AT 675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

AGENDA

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. **ROLL CALL**
- V. **AUDIENCE**
- VI. **SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS**
 - A. Staff Reports
 - B. City Manager Report
- VII. **PUBLIC HEARINGS**
- VIII. **OLD BUSINESS**
- IX. **NEW BUSINESS**
 - A. Consideration of the Public Facilities Subrecipient Agreement between Polk County and the City of Eagle Lake for Continuation of ADA Improvements to City Hall Playground.
 - B. Consideration of **Resolution No.: R-15-03**, A Resolution of the City Commission of the City of Eagle Lake, Florida, Authorizing a Parcel of Property owned by the City to be Utilized as a Community Garden; Authorizing the City Manager or his Designee to Create and Administer Rules Garden and Its Participants; and Providing an Effective Date.
 - C. Consideration of **Resolution No.: R-15-04**, A Resolution of the City Commission of the City of Eagle Lake, Florida, Authorizing an Increase in Loan from Platinum Bank to Finance the Drilling of a new Well for the Greenacres Area from an Amount not to Exceed \$70,000.00 to an Amount not to Exceed \$80,000.00; Authorizing the Execution and Delivery of an Updated Bank Commitment; Authorizing the Execution and Delivery of a Loan Agreement and a Promissory Note to Evidence the Obligation of the City to Repay such Loan; Providing Security for the Repayment of the Loan; and Authorizing Other Actions in Connection with the Loan; and Providing an Effective Date.
 - D. Consideration of Resolution No.: R-15-05, A Resolution of the City Commission of the City of Eagle Lake, Florida, Authorizing a Loan with a Principal Amount not to Exceed \$100,000 from Platinum Bank to Front Payment for Costs of the Bingham Street Drainage Project; Authorizing the Execution and Delivery of a Loan Agreement and a Promissory Note to Evidence the Obligation of the City to Repay such Loan; Providing Security for the Repayment of the Loan; Authorizing Other Actions in Connection with the Loan; and Providing an Effective Date.
 - E. Consideration of Resolution No.: R-15-06, A Resolution of the City Commission of the City of Eagle Lake, Florida, Awarding the Construction Contract for the Eagle Lake Lift Station

Project Number 70605001 to Censtate Contractors, Inc. and Authorize the Mayor or the City Manager to Execute Said Contract; and Providing and Effective Date.

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----12/01/14
- B. Consideration of the write of list-----\$1,638.68

XI. AUDIENCE

XII. CITY ATTORNEY

XIII. CITY COMMISSION

XIV. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105).

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839 or phone (863) 293-4141 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON THURSDAY, DECEMBER 11, 2014
BY CITY CLERK DAWN WRIGHT

**LIBRARY STATISTICS
NOVEMBER 2014**

PATRONS USING LIBRARY	935
TOTAL BOOKS CIRCULATED, RETURNED, RENEWED AND RESERVED	762
PATRONS USING COMPUTERS	258
INQUIRIES OVER PHONE OR HOUSE	183
INTERNET ACCESS APPLICATIONS	4
NEW CARDS ISSUED	8
BOOK CLUB 6 PEOPLE	1 ½ HRS
TUTOR 2 PEOPLE	3.25 HRS
VOLUNTEER	13.5 HRS
INTERVIEW DFY 4 PEOPLE	1 HR

December 10, 2014

Manager Report

To: Mayor and Commission
From: Pete
Subject: Agenda for Commission Meeting Monday, December 15, 2014: CDBG Grant Agreement; Lift Station Contract; Community Garden Resolution; Resolution for Additional Borrowing from Platinum Bank for Well; Utility Write Offs; Renewal of Interim Financing for Bingham Project

CDBG Grant agreement

I request Commission approval of the agreement between the City and Polk County CDBG for a continuation of funding improvements on accessible playground facilities for the 2014-15 year. The yearly grant amount stays the same at \$11,062.00. I have asked if the City could do with the 2014-15 funds what we did with the 2012-13 funds which is 'bank' the current yearly allocation and combine it with 2015-16 to do a \$22,000.00 project in August-October of next year. I have already spoken with our GameTime representative about expanding the current play area and surfacing installed this summer. We could expand that area, with additional accessible equipment for about the same cost as what we paid this summer. I also questioned Frank with GameTime about just extending the surfacing to the existing equipment in the playground that we had refurbished a few years ago. His point was that we would make that equipment more accessible by extending the surfacing, but the equipment that was refurbished is still not ADA accessible so we would be defeating our purpose. If we are not able to 'bank' the CDBG funds as done in the past, we could use \$11,000.00 from the park and recreation fund, or from the public facilities fund, and still expand out accessible play area. We have alternatives, which can be developed if the Commission approves the grant agreement Monday.

Lift Station Contract

I request your approval of the attached contract with Censtate Contractors in the amount of \$962,280 for renovation of our three largest lift stations. After Censtate and the City sign the contracts they are sent to USDA for approval and scheduling a pre-construction meeting.

Community Garden Resolution

I request your approval of the attached resolution setting up a community garden on the land just north of the Senior Citizen Center. Robin has developed some regulations on people participating in the community garden and they are attached for your review.

Additional Borrowing from Platinum Bank for Green Acres Well

I request approval of additional borrowing from Platinum Bank for the Green Acres well. Our borrowing will now total \$80,000, with the first repayment being due December 26, 2014. The time to repay the note will be about 36 months, or 3 years.

Write Off List

Teresa has provided us with our 6 month list of overdue accounts which need to be written off from the current utility accounts receivable and sent to the collection agency. The number of accounts is about the same as before, but the amount to be written off has risen to \$1638.68 from \$1112.52 this past June. For the last two years our 6 month write off amounts have fluctuated from a low of \$1112.52 to a high of \$1830.83. Your approval Monday is requested.

Renewal of Interim Financing on Bingham from Platinum Bank

As you may remember, at the start of construction on the Bingham Project the Commission approved borrowing up to \$300,000 from Platinum Bank as interim financing for the Project. I expected a bill for \$250,000 from the contractor in July. I never got that size of bill from the contractor, and that, combined with prompt reimbursement from Water Management has meant that we have never had to borrow from Platinum for this Project. Currently we have a bill for \$41,000, and we have the cash to cover it, but the contractor will be done on Wednesday, December 10, so I expect a final bill of another \$50,000 or more very quickly. Therefore, I do not expect to need much interim financing, but I expect I will need some, which is why I am requesting renewal of the approval to borrow from Platinum Bank for interim financing on this Project. I request a maximum of \$100,000 and a maximum term of 6 months.

PUBLIC FACILITIES
SUBRECIPIENT AGREEMENT
BETWEEN
POLK COUNTY
AND
THE CITY OF EAGLE LAKE
FOR

Continuation of ADA Improvements to City Hall Playground

<u>10240</u>	<u>340553066</u>	<u>5883500</u>	<u>C150003</u>	<u>2014-2015</u>
Fund #	Cost Center #	Account #	Contract #	Funding Year

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND THE CITY OF EAGLE LAKE

This agreement is made and entered in this ___ day of _____20___, by and between Polk County, a Political Subdivision of the State of Florida, by the Board of County Commissioners, hereafter referred to as the "COUNTY", and the **CITY OF EAGLE LAKE**, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as the **Continuation of ADA Improvements at City Playground**; and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **\$11,062.00** and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I - PROJECT DESCRIPTION

- 1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services.

ARTICLE II - DISBURSEMENTS

- 2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **\$11,062.00** from Community Development Block Grant (CDBG) funds, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

- 3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this agreement, Appendix C, or other format containing the same information as found in Appendix C. Reports are due on the tenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.
- 3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.
- 3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment and the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

- 4.1 This agreement shall take effect on **October 1, 2014**, and shall terminate on **August 30, 2015** unless canceled sooner.
- 4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:
- A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 85.43 and in accordance with 24 CFR 85.44. In the event that funds should fail to be or cease to be provided to the COUNTY then the COUNTY may terminate this agreement immediately.
- B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.
 2. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program.
 4. Withhold further awards for the program.
 5. Take other remedies that may be legally available.
- C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

- D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and
 2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see 24 CFR 85.35).
- F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.
- 4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.9 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:
- a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.
- 4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

- a. Fails to file required reports or to meet project progress or completion deadlines;
- b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.44 or 24 CFR 84.60);
- c. Expends funds under this agreement for ineligible activities, services or items;
- d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;
- e. Violates labor standards requirements; or
- f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts and omissions and intentional tortious acts which result in claims or suits against the COUNTY, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Subrecipient agrees that it is an independent contractor of the COUNTY and not an agent or employee.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

- (1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, and federal guidelines and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix B, Page 3, in the absence of canceled checks for verification.
- (2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.
- (3) All purchasing for consumable, capital equipment, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the

procedures prescribed by 24 CFR 85.36 - Common Rule "Procurement Standards", and included in 24 CFR 84.40-47.

- a. The SUBRECIPIENT shall provide the COUNTY with project budget information.
- b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.
- c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
- d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
- e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.
- f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2014**. The SUBRECIPIENT herein attests and certifies to the COUNTY that during the term, **October 1, 2014** to the effective date of this agreement, the SUBRECIPIENT had all insurance coverages and limits as set forth by the agreement. Expenses incurred during this period will be considered eligible for reimbursement.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Timetable set forth in Appendix **C**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed \$10,000;

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

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the SUBRECIPIENT commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

- g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations

issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable

standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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ARTICLE IX - NOTICES

- 9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:

Greg Alpers, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, Florida 33830

SUBRECIPIENT:

Peter Gardner, City Manager
City of Eagle Lake
75 North Seventh Street
Eagle Lake, FL 33839

ARTICLE X - MODIFICATION

- 10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.
- 10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.
- 10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform with changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

- 11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.
- 11.2 SUBRECIPIENT agrees that it will comply with the following assurances:
- a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.
 - b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.
 - c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of \$25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.
 - d. If applicable, SUBRECIPIENT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
 - e. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.

- f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, 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 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."

ARTICLE XII - FINANCIAL RESPONSIBILITY

- 12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 12.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement. In accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", all SUBRECIPIENTS who receive \$300,000.00 or more in total Federal financial assistance within a year must obtain an independent audit.
- 12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.
- 12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.
- 12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.
- 12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.
- 12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.
- 12.9 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an

Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

- 13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 13.2 A sample monitoring instrument attached as Appendix D contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

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ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

- 14.1 Governmental SUBRECIPIENTS shall comply with the 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":
- a. Section 85.3, "Definitions";
 - b. Section 85.6, "Exceptions";
 - c. Section 85.12, "Special grant or subgrant conditions for 'high-risks' grantees";
 - d. Section 85.20, "Standards for financial management systems", except paragraph (a);
 - e. Section 85.21, "Payment", except as modified by State Statute 570.513;
 - f. Section 85.22, "Allowable costs";
 - g. Section 85.26, "Non-federal audits";
 - h. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be Program Income;
 - i. Section 85.33, "Supplies";
 - j. Section 85.34, "Copyrights";
 - k. Section 85.35, "Subawards to debarred and suspended parties";
 - l. Section 85.36, "Procurement", except paragraph (a);
 - m. Section 85.37, "Subgrants";
 - n. Section 85.40, "Monitoring and reporting program performance", except paragraph (b) - (d) and (f);
 - o. Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
 - p. Section 85.42, "Retention and access requirements for records";
 - q. Section 85.43, "Enforcement";
 - r. Section 85.44, "Termination for convenience";
 - s. Section 85.51, "Later disallowances and adjustments"; and
 - t. Section 85.52, "Collection of amounts due".
- 14.2 SUBRECIPIENT shall also comply with the provisions of OMB Circular A-133 - Audits of State and Local Governments; and OMB Circular A-87 - Cost Principles for State and Local Governments.

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NON-GOVERNMENTAL AGENCIES

- 14.3 **Non-Governmental** SUBRECIPIENTS shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-Profit Organizations"; and with the 24 CFR Part 84, "Grants and Agreements with Institutions and Other Non-Profit Organizations", Subparts A through E and Appendix A of Part 84, especially:
- a. Section 84.2, "Definitions";
 - b. Section 84.4, "Deviations";
 - c. Section 84.21, "Standards for Financial Management Systems";
 - d. Section 84.22, "Payment";
 - e. Section 84.24, "Program Income";
 - f. Section 84.27, "Allowable Cost";
 - g. Section 84.32, "Real Property";
 - h. Section 84.34, "Equipment";
 - i. Section 84.35, "Supplies and Other Expendable Property";
 - j. Procurement Standards, especially
 - (1) Section 84.42, "Codes of Conduct";
 - (2) Section 84.43, "Competition";
 - (3) Section 84.44, "Procurement Procedures";
 - (4) Section 84.46, "Procurement Records";
 - k. Section 84.51, "Monitoring and Reporting Program Performance"; and
 - l. Sections 84.60 - 84.62, "Termination and Enforcement".

ARTICLE XV - CONFLICT OF INTEREST

- 15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in 24 CFR 85.36 shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

- 16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:
- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
 - Public Law 90.284 - Title VIII of the Civil Rights Act of 1968
 - Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Labor Standards
 - National Flood Insurance Program
 - Relocation and Acquisition
 - Employment and Contracting Opportunities;
 - Executive Order 11246 (41 CFR Chapter 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
 - Lead-Based Paint
 - Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
 - Displacement
 - Conditions for Religious Organizations
 - Non-Discrimination Base on Handicap
 - Section 504 of the Rehabilitation Act of 1973
 - Architectural Barriers Act of 1963
 - Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

- 17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Records of the Florida Statutes, and its successors.
- 17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- 17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.
- 17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- 17.7 All notices required by this agreement shall be in writing.
- 17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.
- 17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

ARTICLE XVIII - INSURANCE AND BOND

- 18.1 In accordance with s. 768.28 Florida Statutes, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

George Lindsey III, Chairman

DATE: _____

DATE: _____

SUBRECIPIENT – City of Eagle Lake

Witness

Signature

Title

DATE: _____

DATE: _____

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the ____ day of _____ 20__ by _____, on behalf of the City of Eagle Lake. He/she is personally known to me or has produced _____ as identification.

Notary Public

Typed or printed name

Term expiration

(seal)

APPENDIX A - SCOPE OF SERVICES

- I. The project is located 75 North Seventh Street, Eagle Lake, Florida 33839.
- II. The City of Eagle Lake will use CDBG funds to Continue ADA Improvements to the City Hall playground to purchase and install accessible and non-accessible recreation equipment to the existing equipment and surfacing to integrate existing playground **\$11,062.00**.

Each invoice submitted for reimbursement must be accompanied with proper documentation which includes the cancelled checks for expenses for which reimbursement is requested. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

III. PERFORMANCE MEASURES

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number
SL-1	In FY 2014-15, the CDBG program will allocate \$11,062.00 , funds will be used to provide continuation of the ADA improvements to the City Hall Playground improving accessibility to suitable living environments for low to moderate income residents.	CDBG	Number of low and moderate income persons who will have improved ADA access to Eagle Lake City Hall Playground	2014	56
		Source of Funds #2		2015	
		Source of Funds #3		2016	
				2017	
		MULTI-YEAR GOAL			2018

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APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED

III. Other Requirements:

- A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.
- B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant funds, or wording to that effect.
- C. Maintain documentation that ensures eligibility and compliance with a national objective of the CDBG program.
- D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.
- E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.
- F. Although this agreement is in force until all funds are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix C, page 1, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.

IV. SUBRECIPIENT INFORMATION

Address:
City of Eagle Lake
75 North Seventh Street
Eagle Lake, FL 33839

Contact Person:
Peter Gardner
City Manager
863-293-4141

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Bridget Engleman
Title: Program Supervisor
Phone: (863) 534-5615

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APPENDIX B - BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget	
Procure, purchase and install accessible and non accessible recreation equipment	\$ 11,062.00
Total Budget: \$11,602.00	\$ 11,062.00

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APPENDIX B-Pg 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **Continuation of the ADA Improvements City Hall Playground**

SUBRECIPIENT: **CITY OF EAGLE LAKE**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks):
\$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

FOR CDBG USE ONLY

10240	340553066	5883500	C150003	2014-2015
Fund #	Cost Center #	Account #	Contract #	Funding Year

STATE OF FLORIDIA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the ____ day of _____ 2015 by _____, on behalf of the City of Eagle Lake. He/she is personally known to me or has produced _____ as identification.

Notary Public

Typed or printed name

Term expiration

(seal)

APPENDIX B-Pg 3- INVOICE SHEET

To: **Polk County Housing and Neighborhood Development**

From: **CITY OF EAGLE LAKE**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
Signature and Title / Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE #__ OF __

FOR CDBG USE ONLY

10240 340553066 5883500 C150003 2014-2015
Fund # Cost Center # Account # Contract # Funding Year

APPENDIX C-Pg 1 - MONTHLY STATUS REPORT

SUBRECIPIENT: **CITY OF EAGLE LAKE**

PROJECT: **Continuation of the ADA Improvements City Hall Playground**

DATE: _____

Signature

REPORT PERIOD _____ THRU _____

Activity	Estimated Start Date	Actual Start Date	Estimated Completion Date	Actual Completion Date
Identify equipment	Jan. 2015		Feb. 2015	
Bid out Equipment and Surface	Mar. 2015		April 2015	
Select Contractor/Enter Contract	May 2015		May 2015	
Install equipment and surface	June 2015		July 2015	
Close out project	August 2015		August 2015	

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

PROJECT GOALS FOR NEXT REPORTING PERIOD:

FOR CDBG USE ONLY

10240 340553066 5883500 C150003 2014-2015
Fund # **Cost Center #** **Account #** **Contract #** **Funding Year**

APPENDIX D - Pg 1 - SAMPLE MONITORING INSTRUMENT

CDBG/ESG for Public Facilities			
1. Are the following documents available (for NonProfit Organizations):	Yes	No	N/A
A. Articles of Incorporation?			
B. Roster of Board of Directors?			
C. Board Minutes?			
D. Organizational Chart (names of persons in key positions)?			
E. Copy of 501(c)(3) Federal tax exempt letter?			
F. Internal Revenue Service Form 941?			
Performance Review - Public Facilities	Yes	No	N/A
2. Is there a copy of the contract for professional services?			
3. Are there copies of all plans and specifications?			
4. Is there a copy of the Davis Bacon Wage Determination?			
5. Is there verification of the bid opening?			
6. Is there documentation of the preconstruction conference?			
7. Are all monthly reports current?			
8. Have any requests for Budget changes been properly documented/filed?			
9. Have all invoices submitted contained the required documentation/backup?			
10. Are partial payment requests verified by site inspections?			
11. Are "Change Orders" properly documented and processed?			
12. Have all payroll requests been verified/adjusted properly?			
13. Is there a final inspection report preceding final payment?			
14. Have any/all liens against the contractor been released?			

APPENDIX E - Pg 1 – REQUIRED PROJECT DOCUMENTATION

(need for each phase or when documentation become available)

1. Copy of procurement procedures or policies.
2. Copy of Monthly Status Report. (Reporting from 1st thru last day of month.) Due by the 15th of the following month.

Design

3. Copy of public bid advertisement, letters or procedures for professional services (see note).
4. Copy of bids for professional services or request for proposal.
5. Copy of each professional service proposal.
6. Copy of award letter to the qualified professional service provider.
7. Copy of contract between owner and professional services provider.
8. Copy of design drawings and specifications.

Procurement

9. Copy of public bid advertisement, letters or procedure for general contractors or vendors.
10. Copy of each bid proposal or bid tabulation sheets.
11. Copy of award letter or minutes of bid award meeting.
12. Copy of contract between owner and contractor or vendor.
13. Copy of Notice to Proceed.
14. Copy of pre-construction meetings (if applicable).

Construction

15. Copy of proposed construction progress schedule.
16. Copy of insurance and bond.
17. List of subcontractors (Company's name, address, trade).
18. Statement of Compliance for contractor and each subcontractor.
19. Weekly payroll from contractor and each subcontractor.

Reimbursement

20. Subrecipient Reimbursement Request for CDBG funds.
21. Copies of quotes, purchase orders, vendor's invoices, contractor's pay request, force account or public service payroll sheets.
22. Copies of checks or letter of certification that vendor/contractors were paid.
23. All applicable documentation above.

Note: i.e. architect, engineering, appraisers, contractors, vendors

RESOLUTION R-15-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AUTHORIZING A PARCEL OF PROPERTY OWNED BY THE CITY TO BE UTILIZED AS A COMMUNITY GARDEN; AUTHORIZING THE CITY MANAGEER OR HIS DESIGNEE TO CREATE AND ADMINISTER RULES GARDEN AND ITS PARTICIPANTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, community gardens make a significant contribution to the civic and cultural life of communities and create gathering places that bring people in the community together; and

WHEREAS, community gardens provide access to healthy food for people of all economic backgrounds, allowing residents to improve nutrition and lower food costs; and

WHEREAS, community gardens contribute to the physical activity of participants of all ages, increasing access to nutritional foods, and serve as an important environmental and educational tool; and

WHEREAS, community gardens provide positive attributes as urban green spaces; they beautify areas and build a sense of community among neighbors; and

WHEREAS, community gardens empower residents to become more active in their communities, cultivating cross-cultural and intergenerational volunteers and leaders who come together to promote a healthier lifestyle for the community.

WHEREAS, the City Commission of the City of Eagle Lake recognizes the importance of the above stated benefits of community gardens and desires to designate a piece of City property to be utilized as a community garden for City residents.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eagle Lake, Florida, as follows:

1. The approximately .29 acre parcel of land owned by the City of Eagle Lake and located at 682 Pearce Avenue, Eagle Lake, Florida, is hereby designated for use as a community garden.
2. The City Manager or his designee is authorized and directed to create and administer rules for the fair and orderly use of the garden and participants must agree to follow the rules in order to participate. The garden shall not be used “for profit” by any participants.
3. This resolution shall become effective upon its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Eagle Lake, Florida, meeting in a regular session this _____ day of _____, 2014.

CITY OF EAGLE LAKE, FLORIDA

JR SULLIVAN - MAYOR, COMMISSIONER

ATTEST:

CITY CLERK DAWN M. WRIGHT

Approved as to Form:

CITY ATTORNEY HEATHER R. CHRISTMAN

RESOLUTION NO.: R-15-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AUTHORIZING AN INCREASE IN LOAN FROM PLATINUM BANK TO FINANCE THE DRILLING OF A NEW WELL FOR THE GREENACRES AREA FROM AN AMOUNT NOT TO EXCEED \$70,000.00 TO AN AMOUNT NOT TO EXCEED \$80,000.00; AUTHORIZING THE EXECUTION AND DELIVERY OF AN UPDATED BANK COMMITMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND A PROMISSORY NOTE TO EVIDENCE THE OBLIGATION OF THE CITY TO REPAY SUCH LOAN; PROVIDING SECURITY FOR THE REPAYMENT OF THE LOAN; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake (“City”) has undertaken to improve its water supply system by drilling a new well in the Greenacres area (“Greenacres Well”); and

WHEREAS, City has obtained a proposal from Dunham Well Drilling to provide the services needed to drill in the time frame needed by the City; and

WHEREAS, City previously obtained a loan from Platinum Bank not to exceed \$70,000.00 as set forth in Resolution R-15-02 and City wishes to increase the loan amount to not to exceed \$80,000.00 in order to cover additional expenses associated with the well project. The loan is unsecured and the interest rate is 4.25% calculated on the basis of a 360-day year. The loan matures in 3 ½ years. There is no prepayment penalty. The City is required to maintain its primary depository relationship with Platinum Bank until Loan is paid in full.

WHEREAS, the City Commission of the City of Eagle Lake has determined that it is desirable to increase the principal amount of loan from Platinum Bank to an amount not to exceed \$80,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, as follows:

1. Findings. The City of Eagle Lake has determined it is in the best financial interest of the City to increase the principal amount of loan for the Greenacres Well to an amount not to exceed \$80,000.00. The City is authorized and empowered by the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law, to enter into a loan agreement with Platinum Bank.

2. Loan Authorized. A loan in a principal amount not to exceed \$80,000.00 to finance the Greenacres Well is authorized and approved. The City Commission authorizes and directs the Mayor or the City Manager to execute an updated Bank Commitment and to deliver the same to Platinum Bank.

3. Authorization of Execution and Delivery of Loan Agreement. The Mayor or City Manager is hereby authorized to execute a loan agreement which complies with the terms of the Bank Commitment, with such changes, alterations and corrections as may be approved by the Mayor, after consultation with the City Manager and the City Attorney, such approval to be presumed by the execution by the Mayor or City or City Manager of the note. To the extent of any conflict between the provisions of the Bank Commitment and the provisions of the loan agreement and the note, the provisions of the loan agreement and the note shall control.

4. Issuance of Note. The loan shall be evidenced by the promissory note. The Mayor or City Manager is hereby authorized to execute the note, in a form approved by the Mayor, after consultation with the City Manager and the City Attorney, such approval to be presumed by the execution of the note.

5. Security for the Loan. Neither the loan nor the note shall constitute a pledge of the City of Eagle Lake's faith, credit or taxing power within the meaning of any constitutional or statutory provisions or limitations, but shall be payable solely as provided in the loan agreement and note. The City shall not be obligated to exercise its taxing power to pay the principal of the loan and the note, the related interest or other payment obligations or costs.

6. General Authority. The City's officials, officers, attorneys, agents and employees are authorized to do all acts and things and execute and deliver any and all documents necessary by this Resolution, the Bank Commitment, the loan agreement or the note, or desirable or consistent with the requirements of this Resolution, the Bank Commitment, the loan agreement or the note, in order to obtain the loan, accomplish the project and provide for the full, punctual and complete performance of all the terms, covenants and agreements contained in the loan agreement, the note and this Resolution.

7. Severability. If any one or more of the provisions contained in this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreement or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity or any of the other provisions of this Resolution or of the loan agreement or the note.

8. Effective Date. This Resolution shall become effective immediately upon its adoption.

Resolution R-15-04

Page 3

INTRODUCED AND PASSED by the City Commission of the City of Eagle Lake, Florida, meeting in a regular session this _____ day of _____, 20__.

CITY OF EAGLE LAKE, FLORIDA

J.R. SULLIVAN, MAYOR
COMMISSIONER

ATTEST:

CITY CLERK DAWN M. WRIGHT

Approved as to form:

CITY ATTORNEY HEATHER R. CHRISTMAN

RESOLUTION NO.: R-15-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AUTHORIZING A LOAN WITH A PRINCIPAL AMOUNT NOT TO EXCEED \$100,000.00 FROM PLATINUM BANK TO FRONT PAYMENT FOR COSTS OF THE BINGHAM STREET DRAINAGE PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF A BANK COMMITMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND A PROMISSORY NOTE TO EVIDENCE THE OBLIGATION OF THE CITY TO REPAY SUCH LOAN; PROVIDING SECURITY FOR THE REPAYMENT OF THE LOAN; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake (“City”) has undertaken to improve drainage conditions within the City by constructing a retention pond near Bingham Street (“Bingham Street Drainage Project”); and

WHEREAS, the City Commission of the City of Eagle Lake has determined that it is desirable to partially finance the Bingham Street Drainage Project through a loan from Platinum Bank in an amount not to exceed \$100,000.00. The loan shall be unsecured and the interest rate will be Wall Street Journal’s Prime, plus 0%. The loan will mature on June 15, 2015. There will be no prepayment penalty.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, as follows:

1. Findings. The City of Eagle Lake has determined it is in the best financial interest of the City to finance a portion of the Bingham Street Drainage Project through a loan from Platinum Bank in an amount not to exceed \$100,000.00. The loan shall be unsecured and the interest rate will be Wall Street Journal’s Prime, plus 0%. The loan will mature on June 15, 2015. There will be no prepayment penalty.

The City is authorized and empowered by the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law, to enter into a loan agreement with Platinum Bank.

2. Loan Authorized. A loan in a principal amount not to exceed \$100,000.00 to partially finance the construction of the Bingham Street Drainage Project is authorized and approved. The City Commission authorizes and directs the Mayor or the City Manager to execute the Bank Commitment and to deliver the same to Platinum Bank.

3. Authorization of Execution and Delivery of Loan Agreement. The Mayor or City Manager is hereby authorized to execute a loan agreement which complies with the terms of the Bank Commitment, with such changes, alterations and corrections as may be approved by the Mayor, after consultation with the City Manager and the City Attorney, such approval to be presumed by the execution by the Mayor or City or City Manager of the note. To the extent of any conflict between the provisions of the Bank Commitment and the provisions of the loan agreement and the note, the provisions of the loan agreement and the note shall control.

4. Issuance of Note. The loan shall be evidenced by the promissory note. The Mayor or City Manager is hereby authorized to execute the note, in a form approved by the Mayor, after consultation with the City Manager and the City Attorney, such approval to be presumed by the execution of the note.

5. Security for the Loan. Neither the loan nor the note shall constitute a pledge of the City of Eagle Lake's faith, credit or taxing power within the meaning of any constitutional or statutory provisions or limitations, but shall be payable solely as provided in the loan agreement and note. The City shall not be obligated to exercise its taxing power to pay the principal of the loan and the note, the related interest or other payment obligations or costs.

6. General Authority. The City's officials, officers, attorneys, agents and employees are authorized to do all acts and things and execute and deliver any and all documents necessary by this Resolution, the Bank Commitment, the loan agreement or the note, or desirable or consistent with the requirements of this Resolution, the Bank Commitment, the loan agreement or the note, in order to obtain the loan, accomplish the project and provide for the full, punctual and complete performance of all the terms, covenants and agreements contained in the loan agreement, the note and this Resolution.

7. Severability. If any one or more of the provisions contained in this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreement or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity or any of the other provisions of this Resolution or of the loan agreement or the note.

8. Effective Date. This Resolution shall become effective immediately upon its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Eagle Lake, Florida, meeting in a regular session this _____ day of _____, 2014.

CITY OF EAGLE LAKE, FLORIDA

J.R. SULLIVAN, MAYOR
COMMISSIONER

ATTEST:

CITY CLERK DAWN M. WRIGHT

Approved as to form:

CITY ATTORNEY HEATHER R. CHRISTMAN

RESOLUTION NO. R-15-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AWARDED THE CONSTRUCTION CONTRACT FOR THE EAGLE LAKE LIFT STATION PROJECT, PROJECT NUMBER 70605001 TO CENSTATE CONTRACTORS, INC., AND AUTHORIZING THE MAYOR OR THE CITY MANAGER TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake, Florida has entered into certain funding agreements with the State of Florida Department of Environmental Protection and USDA for financing the construction of the Eagle Lake Lift Station Project; and

WHEREAS, the City has re-extended an Invitation to Bid on said project in strict compliance with governing Federal, State and local regulations; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA:

Section 1: That the City of Eagle Lake, Florida wishes to accept the proposal and make an award to Censtate, Contractors, Inc. for the total base bid and agreed changes in the amount of \$962,280.00 having been bid in accordance with plans and specifications prepared by Envisors, Inc. and titled Project No. 70605001, and having been shown by said Engineers to be the lowest responsive and responsible bid.

Section 2. That award of bid is conditioned upon Censtate providing to City proof of bonds and insurance required by the contract and bid documents.

Section 3: That the Mayor or the City Manager of the City of Eagle Lake be and is hereby authorized to execute said Contract and related documents for and in behalf of the City of Eagle Lake.

Section 4. That the Mayor or the City Manager and Envisors, Inc., consulting engineers, be and they are hereby authorized and directed to furnish on behalf of the City of Eagle Lake such information and services as may be reasonable, requested or required by governing agencies to implement and complete said project.

Section 5: This resolution shall become effective immediately upon its passage and adoption.

INTRODUCED AND ADOPTED this _____ day of _____, 2014.

J.R. SULLIVAN, MAYOR

ATTEST

DAWN WRIGHT, CITY CLERK

APPROVED AS TO FORM

HEATHER R. CHRISTMAN, CITY ATTORNEY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (“Agreement”) has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts (“Instructions to Bidders”) (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts (“Bid Form”) (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract (“General Conditions”) (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including “Bidding Documents,” “Bidding Requirements,” and “Contract Documents,” are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by “Notes to User” to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI’s MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix “I,” those of the Bid Form are referenced with the prefix “BF,” and those of this Agreement are referenced with the prefix “A.”

NOTE: EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

**SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Eagle Lake (“Owner”) and
CenState Contractors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents, ' generally described as follows:

Wastewater System Improvements - Replacement of 3 Lift Stations

THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Furnish all labor, materials, equipment, management, administration, supervision, insurance coverage, and any other facilities and services necessary to successfully construct, start-up, and warranty the completed Project. The major items of construction are summarized below:

- 1.0) Construct and test three (3) new lift stations to replace existing lift stations throughout the City's collection system, including new control panels, automatic transfer switches, and backup generators as detailed on the Construction Plans. The project will also include construction of additional manholes, gravity lines, force mains, and connections to the existing sanitary sewer system.
- 2.0) Contractor will be required to maintain service of existing pumping stations while construction is in progress.
- 3.0) Provide City with warranties, guarantees, lien releases, as-built drawings, etc.; and
- 4.0) Warranty the completed project for one (1) year and provide services as required during the one (1) year warranty period.

ENGINEER

The Project has been designed by Envisors (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES

Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

~~for~~

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 962,280.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage), and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).

2. Performance bond (pages 1 to 3 , inclusive).
3. Payment bond (pages 1 to 3 , inclusive).
4. Project Manual including General Conditions, Supplementary Conditions, and Technical Specifications.

(Under Separate Cover, Not Attached)

5. Drawings consisting of 51 sheets with each sheet bearing the following general title:
Wastewater System Improvements - Replacement of Five Lift Stations
(Under Separate Cover, Not Attached)

6. Addenda (numbers 1 to 2 , inclusive).

7. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 11 , inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive). **Not Applicable**

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed

- b. Work Change Directives.

- c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Eagle Lake

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

**75 North 7th Street
Eagle Lake, FL 33839**

CONTRACTOR

Censtate Contractors, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

**P.O. Drawer 552
Winter Haven, FL 33882-0552**

License No.: **CGC025931**

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, DECEMBER 1, 2014
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

Mayor Sullivan called the meeting to order at 7:00 p.m.

II. INVOCATION

The invocation was dispensed with as it was done at the previous meeting.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance to the Flag was dispensed with as it was done at the previous meeting.

IV. ROLL CALL

PRESENT: Pittman, Wilson, Hosegood, Coler, Sullivan

ABSENT: None

V. AUDIENCE

There were no comments from the audience

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

A. Staff Reports

Sgt. Powers updated the Commission regarding the events that have occurred in the City. Sgt. Powers asked about obsolete equipment in the Sheriff's Office that he would like to dispose of.

Commission asked that he get with Mr. Gardner.

City Clerk Wright asked if anyone was interested in attending the Ridge League of Cities Dinner; she advised she had received one response at this time.

B. City Manager Report

Mr. Gardner stated he provided the Commission with an email he received from Mr. Frederick of AMEC on the Bingham project. He advised liquidated damages are accruing at \$300 per day; the damages to date are approximately \$12,000. He advised the contractor has been made aware of this. Mr. Gardner stated they wanted to have a 90 percent completion meeting today but had to cancel due to the contractor is not being 90 percent complete with the project.

Mr. Gardner stated he has requested reimbursement from Water Management for items in the project that they mandated and 50 percent reimbursement has been received per the contract.

Mr. Gardner stated the Lift Station bids have been received and Censtate's bid came in within \$10,000 of our budget. Their bid was \$962,280 for the 3 lift stations.

Mr. Gardner stated he has sent an anticipatory correspondence to our partner agencies on the project. He doesn't want it to take 6-7 months to get their approval. Mr. Gardner stated he would like to approve the contractor at the December 15th meeting. He would like the project to start in January and be completed by June of 2015.

Mr. Gardner stated he provided the Commission with a list of potential questions to ask the City Manager candidates.

Mr. Gardner stated he was approached by some of the employees about shifting the Christmas Holiday days off from Tuesday, December 23, 2014 at 10:30 through Thursday, December 25, 2014 to Wednesday, December 24, 2014 at 10:30 through Friday, December 26, 2014.

MOTION was made by Commissioner Wilson and seconded by Commissioner Hosegood to approve shifting the Christmas Holiday days off to Wednesday, December 24, 2014 at 10:30 am through Friday, December 26, 2014.

Mayor Sullivan asked for audience discussion; there was none.
Mayor Sullivan asked for Commission discussion; there was none.

The vote was as follows:

AYES: 5

NAYS: 0

Mr. Gardner stated they need to borrow an additional \$10,000 for the Green Acres well for a total of \$80,000 being borrowed. He advised the payout would be \$2,500 and paying it off in 36 months.

C. Consideration of the reappointment of Irma Appleton to the Library Board.

MOTION was made by Commissioner Pittman and seconded by Commissioner Wilson to reappoint Irma Appleton to the Library Board.

Mayor Sullivan asked for audience discussion; there was none.
Mayor Sullivan asked for Commission discussion; there was none.

The vote was as follows:

AYES: 5

NAYS: 0

VII. PUBLIC HEARINGS

There were no public hearings.

VIII. OLD BUSINESS

A. City Manager applicant review

Commissioner Pittman stated he would like to see a credit check done on prospective applicants and also a national background check.

Mayor Sullivan didn't feel a credit check was necessary due to the Financial Disclosure that gets completed yearly.

The Commission was in favor of a national background check.

The Commission discussed fingerprinting.

City Clerk Wright advised we do not do fingerprints as we don't have anyone to do it for the City.

Attorney Christman stated the applicant would have to give the City authorization to run a credit check.

It was also discussed the applicant would have to give the City authority to run any background check.

Commissioner Coler stated the reason for the credit check would be to make sure they are in good financial standing, so that, they would be able to keep the City in good financial standing as well.

City Clerk Wright will check into how to accomplish national background check.

City Clerk Wright was directed to contact applicants for their transcripts, copies of certifications and names and phone numbers for references and to start screening process.

Commission asked that the City Manager search be placed on the January 5, 2015 agenda.

B. Green Acres Well Expenses

Mr. Gardner stated the total expense for the Green Acres Well is \$82,000; he advised the \$70,000 is for the well replacement and \$10,000 is for the engineering costs.

MOTION was made by Commissioner Wilson and seconded by Commissioner Pittman to approve the additional \$10,000 in well expense and to have Attorney Christman prepare a resolution for action at a later date.

Mayor Sullivan asked for audience discussion; there was none.

Mayor Sullivan asked for Commission discussion; there was none.

The roll call vote was as follows:

AYES: Pittman, Wilson, Hosegood, Coler, Sullivan

NAYS: None

IX. NEW BUSINESS

A. Consideration of Lift Station Bids

Roger Homann of Envisors stated on November 13th 3 bids were received; they were Censtate Contractors, Inc., Villages Construction, Inc. and TLC Diversified, Inc. He reported the low bidder was Censtate Contractors, Inc. with a base bid of \$962,280.00. Mr. Homann stated they have checked references and they are comfortable with Censtate Contractors, Inc.

MOTION was made by Commissioner Pittman and seconded by Commissioner Wilson to approve the contract with Censtate Contractors, Inc. in the amount of \$962,280 for the Lift Station Project that is for the base bid of 3 lift stations.

Mayor Sullivan asked for audience discussion; there was none

Mayor Sullivan asked for Commission discussion; there was none.

The roll call vote was as follows:

AYES: Pittman, Wilson, Hosegood, Coler, Sullivan

NAYS: None

X. CONSENT AGENDA

- A. Approval of the Special City Commission Minutes -----11/17/14
- B. Approval of the Regular City Commission Minutes -----11/17/14

MOTION was made by Commissioner Wilson and seconded by Commissioner Coler to approve the Consent Agenda: A. the Special City Commission Minutes of 11/17/14 and B. the Regular City Commission Minutes of 11/17/14.

Mayor Sullivan asked for audience discussion; there was none.

Mayor Sullivan asked for Commission discussion; there was none.

The vote was as follows:

AYES: 5

NAYS: 0

XI. AUDIENCE

There were no comments from the audience.

XII. CITY ATTORNEY

Attorney Christman had no report.

XIII. CITY COMMISSION

Commissioner Coler hopes we do well at Mistletoe.

Commissioner Hosegood had no report.

Commissioner Pittman stated prior to bringing out of state candidates down for an interview he wants to know how they can gain a comfort level about them.

Mayor Sullivan stated the easiest way is the telephone. He suggests contacting the police departments and former employers. He also stated you can also contact neighbors.

Commissioner Wilson asked Mr. Fletcher about the fountain.

Mr. Fletcher stated there were water issues with Southwest Florida Water Management District and the fountain is always broke; he advised there is also a liability issue with the water fountain as it is an open pool.

Mr. Fletcher recommended removing the center and planting a tree in the middle.

Commissioner Pittman commented on the disrepair of the flag and the light no longer works and he doesn't want a flag flying at night without a light on it.

Mr. Fletcher stated the light is constantly broken and that is due to the type of light; he recommended possibly moving the flag pole to the Chamber Building.

Commissioner Pittman stated he will talk to Mr. Buck regarding the history about why the flag was put at the memorial to see if moving the flag is an option.

It was the consensus of the Commission for Mr. Fletcher to remove the concrete from the fountain but not to damage the brick that surround the fountain.

Commissioner Wilson asked about the status of the extension of 540.

Commissioner Pittman stated that he doesn't have information on that road. He advised the current priority is the Bartow Connector Road. He stated there isn't money to purchase property for the Polk Parkway extension.

Attorney Christman stated that she heard it was put on a 5 year shelf based on no funding available.

Commissioner Wilson asked about the status of an extra part-time person for the public works department.

Mr. Gardner stated it wasn't put in the budget and with all the project going he wouldn't feel comfortable adding an additional employee at this time. He stated he doesn't want to put the City in a bind especially because the sewer rates will need to be increased an additional 8 percent once the Lift Station Project gets underway.

Mayor Sullivan asked the Commission if they would be willing to set a budget for the City History project.

MOTION was made by Commissioner Pittman and seconded by Commissioner Wilson to set aside up to/not to exceed \$1,500.00 for the City History project.

Mayor Sullivan asked for audience discussion; there was none.

Mayor Sullivan asked for Commission discussion; there was none.

The vote was as follows:

AYES: 5

NAYS: 0

XIV. ADJOURNMENT

MOTION was made by Commissioner Wilson and seconded by Commissioner Coler to adjourn at 7:54 p.m.

The vote was as follows:

AYES: 5

NAYS: 0

MAYOR JR SULLIVAN

ATTEST:

CITY CLERK DAWN WRIGHT

WRITE OFF LIST

MEMO

Date: 12/15/2014

To: MAYOR AND CITY COMMISSIONERS

From: Teresa Whitman

Re: SIX MONTH WRITE OFF LIST

Mayor and City Commissioners,

Attached you will find the current write off list. This list covers a time period of July 2014 thru December 2014.

Thank you for your time and consideration on this write off list.

THANK YOU

TERESA

CLOSED ACCOUNT/WRITE OFFS

When a customer requests that an account be closed, we do a work order to get a final reading. A final bill is created and the deposit applied to the balance due. If there is an amount due, a bill is immediately mailed to the customer. At the end of the month when new bills get mailed out, a second bill is mailed if the bill is not paid, the customer will then be put on the write off list to be approved by council. We have a majority of customers that skip out of town. When they are 10 days delinquent, they are cut off. Once a customer is cut off, if the account is not paid within a week or two, a work order is done to make sure that the meter is still off and locked. At this time, we will do a final bill, apply the deposit, and mail a final bill. At this point, the customer has a 10 day delinquent bill and a current bill due. At the end of six months, the account is put on the write off list. Our 31 day past due has changed to 10 days past due and the outstanding balance has dropped significantly. These accounts are sent to collection after 15 days from closing account.

Account #	December 2014 6 month Write Name	Off List Address	Monies Owed
4257	Johanna Velazquez	314 Richburg Rd.	\$133.65
4018	William Courson	566 W Hibiscus St.	\$146.58
3605	Cathryne Miranda	779 N 3rd St.	\$61.39
4160	Wendy Gavin	885 N 9th St.	\$405.73
3410	Robert Larkin	121 Vista View Ave	\$9.03
	512 Ann Marie Spencer	2248 Clover Ridge Ct.	\$6.00
3175	Anevia Cuyler	2254 Clover Ridge Ct.	\$30.31
4269	Maria Johnson	176 Vista View Ave	\$246.13
3159	Sheena Baker	2258 Clover Ridge Ct.	\$30.21
4130	Dollmeshia Jones	2266 Clover Ridge Ct.	\$26.38
3422	Patricia Buchanan	2129 Cabernet Ct.	\$63.78
3358	Sarah Smith	338 W Bay Ave	\$126.77
4140	Sandra Brooks	62 N 1st St.	\$9.50
1743	Diane Blanchard	540 S Tangerine Ct.	\$9.50
3989	Brian Matheison	1767 Eagle Pines Cir	\$51.12
4222	Dean Ramos	315 Lake Millsite Rd.	\$282.60
		Total	\$1,638.68