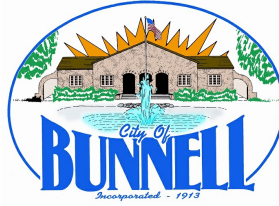


**CATHERINE D. ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.
CITY MANAGER**



Crossroads of Flagler County

COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, October 25, 2021

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

7:00 PM

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

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

A.1. To Join the Zoom Meeting

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: World Polio Day

C. Consent Agenda:

C.1. Approval of Warrant

a. October 25, 2021 Warrant

C.2. Approval of Minutes

a. October 11, 2021 City Commission Meeting Minutes

D. Public Comments:

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

E. Ordinances: (Legislative): None

E.1. Ordinance 2021-27 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0001 from Flagler County, Agriculture and Timberland to City of Bunnell, Agriculture. - Second Reading

E.2. Ordinance 2021-28 Requesting to change the official zoning map for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID:02-13-30-0650-

000A0-0001 from Flagler County, AC- Agriculture to City of Bunnell, AG- Agriculture District. - Second Reading

- E.3. Ordinance 2021-33 Requesting to change the official zoning map for 5± acres of land, owned by Ashley Danielle Stover, Bearing the Parcel ID: 22-12-30-0650-000C0-0121 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture District. - Second Reading
- E.4. Ordinance 2021-34 Requesting to change the official zoning map for 31.6± acres of land, owned by Clinton & Kathryn Palmer, Bearing the Parcel ID:19-13-30-1650-01060-0020 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - Second Reading
- E.5. Ordinance 2021-23 Requesting to change the Future Land Use Map in the Comprehensive Plan for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading
- E.6. Ordinance 2021-24 Requesting to change the official zoning map for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from Flagler County, AC- Agriculture to City of Bunnell, AG- Agriculture District. - First Reading
- E.7. Ordinance 2021-25 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading
- E.8. Ordinance 2021-26 Requesting to change the official zoning map for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from Flagler County AC- Agriculture to City of Bunnell, Agriculture. - First Reading
- E.9. Ordinance 2021-29 Request to change the Future Land Use Map in the Comprehensive Plan for 10± acres of land, owned by Gator-Parks LLC, Bearing the Parcel ID:21-13-31-0650-000B0-0110 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture. - First Reading
- E.10. Ordinance 2021-30 Request to change the official zoning map for 10± acres of land, owned by Gator-Parks LLC , Bearing the Parcel ID's:21-13-31-0650-000B0-0110 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading
- E.11. Ordinance 2021-31 Request to change the Future Land Use Map in the Comprehensive Plan for 5 ± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID: 21-13-31-0650-000A0-0081 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture. - First Reading
- E.12. Ordinance 2021-32 Request to change the official zoning map for 5± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID's: 21-13-31-0650-000A0-0081 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request Approval for Community Development Block Grant (CDBG) Contract Number 22DB-OP-04-28-02-N09
- H.2.** Request approval for engineering services for permitting, design, and construction management of the Hymon Drainage Project

I. Reports:

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

City Manager Report- September 2021

- **Mayor and City Commissioners**

J. Call for Adjournment.

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

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

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

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on October 18, 2021



City of Bunnell, Florida

Agenda Item No. A.1.

Document Date: 9/15/2021 Amount:
Department: City Clerk Account #:
Subject: To Join the Zoom Meeting
Agenda Section: Call Meeting to Order and Pledge Allegiance to the Flag

Summary/Highlights:

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

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 x 5 at least 2 business days prior to the meeting date.

Background:

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

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

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

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

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

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

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

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

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

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

Written comments regarding items that appear on the agenda can be submitted to the City Clerk's office either by dropping written comments into the payment box located at the Administration Complex, by mail at PO Box 756, Bunnell, FL 32110, by fax at 386-437-8253 or by e-mail at info@bunnellcity.us by **12:00 PM (noon) Friday, October 22, 2021**. Comments will be read into the record or provided to all Commissioners prior to the start of the meeting.

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

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

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



WHEREAS, Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9% since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US\$1.9 billion and countless volunteer hours to protecting more than 2.5 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, Rotary has played a major role in decisions by donor governments to contribute more than \$8 billion to the effort.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim October 24, 2021 as World Polio Day in the City of Bunnell and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

Adopted this 25th day of October 2021

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description
October 25, 2021 Warrant

Type
Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07394 - 10.25.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
	10/06/2021	Advance Stores Company, In	Camshaft Position Sensor	402-0534-534.4620	52.79
	10/06/2021	Advance Stores Company, In	Air/Fuel/Oil Filters/75W140/	402-0534-534.4620	162.80
			Vendor Advance Stores Company, Incorporated Total:		215.59
Vendor: Advanced Environmental Laboratories, Inc.					
	09/30/2021	Advanced Environmental Lab	Water Testing September 20	404-0535-535.3400	961.00
			Vendor Advanced Environmental Laboratories, Inc. Total:		961.00
Vendor: Alliant Engineering Inc					
	09/30/2021	Alliant Engineering Inc	CIPP Lining- Const Admin Se	404-0535-535.6300	67.50
	09/30/2021	Alliant Engineering Inc	Admin Building Concept Sept	001-0519-519.3100	3,420.00
			Vendor Alliant Engineering Inc Total:		3,487.50
Vendor: Bunnell Auto Supply, Inc.					
	10/13/2021	Bunnell Auto Supply, Inc.	3-Way Ball Hitch	401-0533-533.4620	184.10
	10/07/2021	Bunnell Auto Supply, Inc.	Gasket Sealer	402-0534-534.4620	8.15
			Vendor Bunnell Auto Supply, Inc. Total:		192.25
Vendor: Charter Communications Holdings LLC					
	10/01/2021	Charter Communications Hol	100 Utility Dr October 2021	401-0533-533.4100	114.26
	10/11/2021	Charter Communications Hol	604 E Moody Ste 6 October	001-0519-519.4100	79.98
			Vendor Charter Communications Holdings LLC Total:		194.24
Vendor: Charter Communications					
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0511-511.4100	88.83
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0512-512.4100	268.81
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0513-513.4100	339.27
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0516-516.4100	41.55
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0521-521.4100	338.12
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0524-524.4100	207.74
	10/01/2021	Charter Communications	201 W Moody Blvd October	001-0541-541.4100	41.55
	10/01/2021	Charter Communications	201 W Moody Blvd October	401-0533-533.4100	41.55
	10/01/2021	Charter Communications	201 W Moody Blvd October	404-0535-535.4100	41.56
			Vendor Charter Communications Total:		1,408.98
Vendor: Christopher Hughes					
	09/30/2021	Christopher Hughes	Fire Inspections 9/2/21-9/24	001-0512-512.3401	1,116.00
	09/30/2021	Christopher Hughes	Fire Inspections 9/2/21-9/24	001-0524-524.3401	60.00
			Vendor Christopher Hughes Total:		1,176.00
Vendor: County of Volusia Tomoka, Solid Waste Services					
	09/30/2021	County of Volusia Tomoka, S	Dumping Services - Septemb	402-0534-534.3400	273.00
			Vendor County of Volusia Tomoka, Solid Waste Services Total:		273.00
Vendor: Crown Shredding LLC					
	10/08/2021	Crown Shredding LLC	Record Destruction	001-0572-572.3400	97.38
			Vendor Crown Shredding LLC Total:		97.38
Vendor: Darryn Lisenby					
	10/11/2021	Darryn Lisenby	WINDOW TINTING - 604-6	001-0519-519.4610	929.00
			Vendor Darryn Lisenby Total:		929.00
Vendor: DG Hardware, Inc.					
	10/13/2021	DG Hardware, Inc.	27 Ft Tiedown	001-0572-572.4610	34.99
	10/05/2021	DG Hardware, Inc.	27 Ft Tiedown/Float Toilet/P	001-0572-572.4610	65.07
	10/05/2021	DG Hardware, Inc.	27 Ft Tiedown/Float Toilet/P	001-0572-572.4640	34.99
	10/06/2021	DG Hardware, Inc.	Couple PVC 4x3"	404-0535-535.5200	11.69
	06/24/2021	DG Hardware, Inc.	Fasteners	402-0534-534.4620	5.56
			Vendor DG Hardware, Inc. Total:		152.30

Expense Approval Register

Packet: APPKT07394 - 10.25.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
Vendor: Dorothy Cleary						
	10/15/2021	Dorothy Cleary	VLMCC Rental 10/02/21	001-2201000	125.00	
					Vendor Dorothy Cleary Total:	125.00
Vendor: Enterprise FM Trust - Enterprise Fleet Management Customer Billing						
	10/01/2021	Enterprise FM Trust - Enterpr	Enterprise Maintenance Agr	001-1551000	157,180.27	
					Vendor Enterprise FM Trust - Enterprise Fleet Management Customer Billing Total:	157,180.27
Vendor: Environmental Land Services of Flagler County, Inc						
	10/15/2021	Environmental Land Services	Solid Waste Dumping 10/8/2	402-0534-534.3400	3,761.96	
					Vendor Environmental Land Services of Flagler County, Inc Total:	3,761.96
Vendor: Expert Chemical Sales & Service LLC						
	10/06/2021	Expert Chemical Sales & Serv	Paper Towels/Toilet Paper/Tr	001-0572-572.5200	499.50	
					Vendor Expert Chemical Sales & Service LLC Total:	499.50
Vendor: Flagler County Board of County Commissioners						
	10/01/2020	Flagler County Board of Cou	Repair Unit #BPD1401-2015	001-0521-521.4620	714.76	
	10/06/2020	Flagler County Board of Cou	Parks & Rec Fuel Charges Se	001-0572-572.5210	95.30	
	12/21/2020	Flagler County Board of Cou	Parks & Rec Fuel Charges No	001-0572-572.5210	69.15	
	03/15/2021	Flagler County Board of Cou	Police Fuel Charges February	001-0521-521.5210	131.32	
	03/25/2021	Flagler County Board of Cou	Repair Unt #BPD1609-2009 F	001-0521-521.4620	235.24	
	03/25/2021	Flagler County Board of Cou	Repair Unit #BPD2002-2020	001-0521-521.4620	197.04	
	05/06/2021	Flagler County Board of Cou	Repair Unit #BPD2005-2020	001-0521-521.4620	53.80	
	05/06/2021	Flagler County Board of Cou	Repair Unit #BPD2001-2020	001-0521-521.4620	45.40	
	05/06/2021	Flagler County Board of Cou	Repair Unit #BPD2004-2020	001-0521-521.4620	212.91	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD1608-2008	001-0521-521.4620	106.47	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD1105-2011	001-0521-521.4620	600.07	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD1106-2011	001-0521-521.4620	180.95	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD1107-2011	001-0521-521.4620	84.03	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD1108-2011	001-0521-521.4620	106.05	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD2001-2020	001-0521-521.4620	52.14	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD2002-2020	001-0521-521.4620	166.61	
	09/30/2021	Flagler County Board of Cou	Repair Unit# BPD2005-2020	001-0521-521.4620	187.40	
					Vendor Flagler County Board of County Commissioners Total:	3,238.64
Vendor: Flagler County Supervisor of Elections						
	10/11/2021	Flagler County Supervisor of	2022 Municipal Election Dep	001-0512-512.4901	2,500.00	
					Vendor Flagler County Supervisor of Elections Total:	2,500.00
Vendor: Flagler Humane Society						
	09/30/2021	Flagler Humane Society	Animal Control Services Sept	001-0562-562.3402	1,955.00	
					Vendor Flagler Humane Society Total:	1,955.00
Vendor: Florida Department of Economic Opportunity						
	10/01/2021	Florida Department of Econo	DEO FY 2021/2022 Special Di	001-0524-524.5400	175.00	
					Vendor Florida Department of Economic Opportunity Total:	175.00
Vendor: Florida League of Mayors						
	10/13/2021	Florida League of Mayors	FLM Membership Dues 10/1	001-0511-511.5400	350.00	
					Vendor Florida League of Mayors Total:	350.00
Vendor: Florida Water & Pollution Control Operators Association						
	10/01/2021	Florida Water & Pollution Co	F.W & P.C.O,A Membership F	401-0533-533.5400	180.00	
	10/01/2021	Florida Water & Pollution Co	F.W & P.C.O,A Membership F	404-0535-535.5400	180.00	
					Vendor Florida Water & Pollution Control Operators Association Total:	360.00
Vendor: Hawkins Inc						
	10/01/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	444.00	
	10/01/2021	Hawkins Inc	WTP Chemicals	401-0533-533.5205	1,417.98	
	10/15/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	456.00	
	10/08/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	480.00	
					Vendor Hawkins Inc Total:	2,797.98
Vendor: HD Supply Facilities Maintenance Ltd						
	10/05/2021	HD Supply Facilities Mainten	Pocket Temp Tester/Sump Pu	401-0533-533.5264	262.09	
	10/05/2021	HD Supply Facilities Mainten	Pocket Temp Tester/Sump Pu	401-0533-533.5265	239.25	

Expense Approval Register

Packet: APPKT07394 - 10.25.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/06/2021	HD Supply Facilities Mainten	WWTP Lab Supplies	404-0535-535.5200	131.01
Vendor HD Supply Facilities Maintenance Ltd Total:					632.35
Vendor: Joreb Inc					
	10/13/2021	Joreb Inc	(2) Motion Cntrl & Brushing	001-0572-572.4620	117.22
	10/13/2021	Joreb Inc	Sheave/Cutter w/ Bearings/	001-0572-572.4620	394.13
	10/13/2021	Joreb Inc	100 Ft Grey Hose	404-0535-535.5200	143.99
Vendor Joreb Inc Total:					655.34
Vendor: Kerri A Uebel					
	10/13/2021	Kerri A Uebel	Fuel Pump/Air Filter	401-0533-533.4640	24.89
	10/05/2021	Kerri A Uebel	Fuel Pump/Elastostart Assy	001-0572-572.4640	26.84
	10/07/2021	Kerri A Uebel	Stihl Edger Check Out/Thick	001-0572-572.4640	25.95
Vendor Kerri A Uebel Total:					77.68
Vendor: LaTour Enterprizes Inc.					
	09/29/2021	LaTour Enterprizes Inc.	8/19/21 Troubleshoot & Byp	404-0535-535.4640	100.00
	09/29/2021	LaTour Enterprizes Inc.	Tech Troubleshoot & Bypass	404-0535-535.4640	100.00
Vendor LaTour Enterprizes Inc. Total:					200.00
Vendor: Lowe's Companies, Inc					
	10/14/2021	Lowe's Companies, Inc	Ceiling Panels	001-0519-519.4610	39.79
	08/05/2021	Lowe's Companies, Inc	Shop Light	001-0572-572.5200	47.46
Vendor Lowe's Companies, Inc Total:					87.25
Vendor: Lynch Oil Company					
	10/12/2021	Lynch Oil Company	Tank 2	001-0541-541.5215	339.16
	10/12/2021	Lynch Oil Company	Tank 2	401-0533-533.5210	141.12
Vendor Lynch Oil Company Total:					480.28
Vendor: Medi-Quick Urgent Care					
	09/01/2021	Medi-Quick Urgent Care	New Hire - Kook/Lampiasi	001-0513-513.3400	115.00
	09/01/2021	Medi-Quick Urgent Care	New Hire - Kook/Lampiasi	001-0521-521.3400	115.00
Vendor Medi-Quick Urgent Care Total:					230.00
Vendor: Michael Leo Dove					
	09/30/2021	Michael Leo Dove	Building Inspections 9/20/21	001-0524-524.3401	1,285.00
Vendor Michael Leo Dove Total:					1,285.00
Vendor: MLG Municipal Services LLC					
	10/14/2021	MLG Municipal Services LLC	Building Official Monthly Pay	001-0524-524.3401	2,400.00
Vendor MLG Municipal Services LLC Total:					2,400.00
Vendor: Municipal Code Corporation					
	10/05/2021	Municipal Code Corporation	Online Code Hosting 10/1/21	001-0512-512.3400	700.00
	10/05/2021	Municipal Code Corporation	Online Code Hosting 10/1/21	001-0512-512.3400	700.00
Vendor Municipal Code Corporation Total:					1,400.00
Vendor: NextEra Energy Inc					
	09/30/2021	NextEra Energy Inc	47533-10046 September 202	404-0535-535.4300	30.43
	09/30/2021	NextEra Energy Inc	09445-94365 September 202	404-0535-535.4300	15.02
	09/30/2021	NextEra Energy Inc	23515-07823 September 202	401-0533-533.4300	13.38
	09/30/2021	NextEra Energy Inc	95527-02467 September 202	404-0535-535.4300	45.30
	09/30/2021	NextEra Energy Inc	99040-97517 September 202	001-0519-519.4300	66.35
	09/30/2021	NextEra Energy Inc	93326-99348 September 202	001-0521-521.4300	10.38
	09/30/2021	NextEra Energy Inc	82864-01883 September 202	404-0535-535.4300	36.00
	09/30/2021	NextEra Energy Inc	79034-46115 September 202	001-0521-521.4300	10.38
	09/30/2021	NextEra Energy Inc	76171-09884 September 202	404-0535-535.4300	57.05
	09/30/2021	NextEra Energy Inc	68117-21478 September 202	001-0521-521.4300	10.38
	09/30/2021	NextEra Energy Inc	67468-67586 September 202	001-0541-541.4300	11.65
	09/30/2021	NextEra Energy Inc	66311-06884 September 202	001-0541-541.4300	36.93
	09/30/2021	NextEra Energy Inc	66101-01831 September 202	001-0572-572.4300	224.95
	09/30/2021	NextEra Energy Inc	60520-97182 September 202	001-0521-521.4300	10.38
	09/30/2021	NextEra Energy Inc	24515-76322 September 202	001-0572-572.4300	18.68
	09/30/2021	NextEra Energy Inc	26391-00821 September 202	404-0535-535.4300	22.60
	09/30/2021	NextEra Energy Inc	28635-95142 September 202	001-0572-572.4300	148.57
	09/30/2021	NextEra Energy Inc	29732-82177 September 202	001-0521-521.4300	10.38

Expense Approval Register

Packet: APPKT07394 - 10.25.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/30/2021	NextEra Energy Inc	34080-03816 September 202	404-0535-535.4300	83.87
	09/30/2021	NextEra Energy Inc	38244-16469 September 202	404-0535-535.4300	166.09
	09/30/2021	NextEra Energy Inc	39472-13538 September 202	404-0535-535.4300	14.23
	09/30/2021	NextEra Energy Inc	48483-68421 September 202	001-0519-519.4300	208.61
	09/30/2021	NextEra Energy Inc	56811-06810 September 202	001-0541-541.4300	160.45
	09/30/2021	NextEra Energy Inc	56821-04848 September 202	001-0541-541.4300	23.58
	09/30/2021	NextEra Energy Inc	56831-02874 September 202	001-0541-541.4300	70.73
	09/30/2021	NextEra Energy Inc	25840-57588 September 202	001-0541-541.4300	11.65
	09/30/2021	NextEra Energy Inc	19639-02331 September 202	001-0521-521.4300	10.38
	09/30/2021	NextEra Energy Inc	08857-07703 September 202	401-0533-533.4300	3,577.49
	09/30/2021	NextEra Energy Inc	05365-06116 September 202	404-0535-535.4300	18.37
	09/30/2021	NextEra Energy Inc	01408-42220 September 202	404-0535-535.4300	58.39
	09/30/2021	NextEra Energy Inc	01235-95431 September 202	001-0521-521.4300	10.38
		Vendor NextEra Energy Inc		Total:	5,193.03
Vendor: OTTO Environmental Systems NA, Inc.					
	10/01/2021	OTTO Environmental System	65 Gal Recycle Cart	402-0534-534.5264	2,460.00
	10/01/2021	OTTO Environmental System	Material Surcharges	402-0534-534.5264	779.79
	10/01/2021	OTTO Environmental System	Freight for Carts	402-0534-534.5264	1,300.00
	10/01/2021	OTTO Environmental System	95 Gal Solid Waste Cart	402-0534-534.5264	3,150.00
		Vendor OTTO Environmental Systems NA, Inc. Total:			7,689.79
Vendor: Randstad North America, Inc					
	10/10/2021	Randstad North America, Inc	Temp Services Community D	001-0524-524.3400	530.08
	09/30/2021	Randstad North America, Inc	Temp Services Community D	001-0524-524.3400	543.58
		Vendor Randstad North America, Inc Total:			1,073.66
Vendor: Staples Inc					
	10/04/2021	Staples Inc	PC3076-PC-01 Base Rate Oct	001-0513-513.3400	61.36
	10/04/2021	Staples Inc	PC3076-PC-01 Overage Chrg	001-0513-513.3400	0.02
		Vendor Staples Inc Total:			61.38
Vendor: Staples, Inc					
	10/12/2021	Staples, Inc	(2) Clear Letter/Legal File Bo	001-0512-512.5100	79.98
	10/05/2021	Staples, Inc	Banker's Boxes/Packing Tape	001-0512-512.5100	90.96
	09/14/2021	Staples, Inc	Metal Monitor Stands	001-0519-519.5200	-18.94
		Vendor Staples, Inc Total:			152.00
Vendor: Sunshine State One Call of Florida, Inc					
	09/30/2021	Sunshine State One Call of Fl	Monthly Assessment Billing	401-0533-533.3401	42.27
	09/30/2021	Sunshine State One Call of Fl	Monthly Assessment Billing	404-0535-535.3400	42.27
		Vendor Sunshine State One Call of Florida, Inc Total:			84.54
Vendor: Sunstate Meter & Supply Inc					
	10/04/2021	Sunstate Meter & Supply Inc	(2) Meters/(2) Meter Connec	401-0533-533.5264	1,283.32
	10/07/2021	Sunstate Meter & Supply Inc	(26) Meter Boxes	401-0533-533.5264	377.20
	10/07/2021	Sunstate Meter & Supply Inc	(26) Meter Boxes	404-0535-535.5264	377.20
		Vendor Sunstate Meter & Supply Inc Total:			2,037.72
Vendor: Tampa Crane & Body Acquisition, LLC					
	10/06/2021	Tampa Crane & Body Acquisi	Micro Switch for Joysticks	402-0534-534.4620	106.53
		Vendor Tampa Crane & Body Acquisition, LLC Total:			106.53
Vendor: Trailco Group, Inc					
	10/18/2021	Trailco Group, Inc	Ste 6 November 2021 Rent/T	001-0519-519.4400	840.00
	10/18/2021	Trailco Group, Inc	Ste 4 November 2021 Rent/T	001-0519-519.4400	840.00
		Vendor Trailco Group, Inc Total:			1,680.00
Vendor: Tyler Technologies					
	09/30/2021	Tyler Technologies	Insite Transaction Fees 7/1/2	401-0533-533.4900	1,343.33
	09/30/2021	Tyler Technologies	Insite Transaction Fees 7/1/2	402-0534-534.4900	1,343.34
	09/30/2021	Tyler Technologies	Insite Transaction Fees 7/1/2	404-0535-535.4900	1,343.33
		Vendor Tyler Technologies Total:			4,030.00
Vendor: UniFirst Corporation					
	10/13/2021	UniFirst Corporation	Uniform Rental	404-0535-535.5220	16.99
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	001-0541-541.5220	27.63

Expense Approval Register

Packet: APPKT07394 - 10.25.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	001-0549-549.5220	11.15
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	001-0572-572.5200	16.08
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	001-0572-572.5220	22.25
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	401-0533-533.5220	23.04
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	402-0534-534.5220	17.11
	10/13/2021	UniFirst Corporation	Uniform Rental/Mats & Mop	404-0535-535.5220	10.54
	10/06/2021	UniFirst Corporation	(10) Nitrile Gloves/Uniform	404-0535-535.5200	254.40
	10/06/2021	UniFirst Corporation	(10) Nitrile Gloves/Uniform	404-0535-535.5220	16.99
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	001-0541-541.5220	27.63
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	001-0549-549.5220	11.15
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	001-0572-572.5200	16.08
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	001-0572-572.5220	22.25
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	401-0533-533.5220	80.79
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	402-0534-534.5220	17.11
	10/06/2021	UniFirst Corporation	Uniform Rental/Mop & Mats	404-0535-535.5220	10.54
		Vendor UniFirst Corporation Total:			601.73
Vendor: Universal Engineering Sciences, Inc.					
	09/29/2021	Universal Engineering Scienc	Prof Serv through Sept 30, 2	001-0519-519.3100	2,100.00
		Vendor Universal Engineering Sciences, Inc. Total:			2,100.00
Vendor: USA Services of Florida Inc					
	10/16/2021	USA Services of Florida Inc	Street Sweeping - October 2	001-0538-538.3400	782.74
		Vendor USA Services of Florida Inc Total:			782.74
Vendor: Verizon Connect Telo Inc.					
	10/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	001-0541-541.4100	76.40
	10/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	001-0572-572.4100	57.30
	10/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	401-0533-533.4100	76.40
	10/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	402-0534-534.4100	152.40
	10/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	404-0535-535.4100	76.40
		Vendor Verizon Connect Telo Inc. Total:			438.90
Vendor: WB Mason					
	10/06/2021	WB Mason	65 Cases of Water	401-0533-533.5205	149.82
	10/06/2021	WB Mason	65 Cases of Water	404-0535-535.5200	149.83
		Vendor WB Mason Total:			299.65
Vendor: Wells Fargo Financial Leasing, Inc					
	10/01/2021	Wells Fargo Financial Leasing	450-0047920-000 October 2	001-0541-541.4400	37.65
	10/01/2021	Wells Fargo Financial Leasing	450-0047920-000 October 2	401-0533-533.4400	37.66
	10/01/2021	Wells Fargo Financial Leasing	450-0047920-000 October 2	404-0535-535.4400	37.66
		Vendor Wells Fargo Financial Leasing, Inc Total:			112.97
Vendor: Zev Cohen & Associates, Inc.					
	09/30/2021	Zev Cohen & Associates, Inc.	Services Rendered through S	001-0524-524.3400	5,480.00
		Vendor Zev Cohen & Associates, Inc. Total:			5,480.00
		Grand Total:			221,403.13

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	192,202.40
401 - WATER	9,609.94
402 - SOLID WASTE	13,590.54
404 - SEWER	6,000.25
Grand Total:	221,403.13

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4100	Communications Expens	88.83
001-0511-511.5400	Memberships, Publicatio	350.00
001-0512-512.3400	Other Contracted Servic	1,400.00
001-0512-512.3401	Fire Inspection Exp.	1,116.00
001-0512-512.4100	Communications Expens	268.81
001-0512-512.4901	Election Expenses	2,500.00
001-0512-512.5100	Office Supplies Expenses	170.94
001-0513-513.3400	Other Contract Services	176.38
001-0513-513.4100	Communications Expens	339.27
001-0516-516.4100	Communications Expens	41.55
001-0519-519.3100	Professional Services	5,520.00
001-0519-519.4100	Communications Expens	79.98
001-0519-519.4300	Utilities	274.96
001-0519-519.4400	Rental/Lease	1,680.00
001-0519-519.4610	Repairs & Maint. - Buildi	968.79
001-0519-519.5200	Operating Supplies	-18.94
001-0521-521.3400	Other Contract Services	115.00
001-0521-521.4100	Communications Expens	338.12
001-0521-521.4300	Utility - Public Services	72.66
001-0521-521.4620	Repair / Maint - Vehicles	2,942.87
001-0521-521.5210	Fuel	131.32
001-0524-524.3400	Other Contract Services	6,553.66
001-0524-524.3401	Bldg / Fire Inspection Ex	3,745.00
001-0524-524.4100	Communications Expens	207.74
001-0524-524.5400	Memberships, Publicatio	175.00
001-0538-538.3400	Other Contract Services	782.74
001-0541-541.4100	Communications Expens	117.95
001-0541-541.4300	Utility - Public Services	314.99
001-0541-541.4400	Rental / Lease Expense	37.65
001-0541-541.5215	Fuel - Off Road Diesel	339.16
001-0541-541.5220	Uniforms Exp	55.26
001-0549-549.5220	Uniforms	22.30
001-0562-562.3402	Humane Society Contrac	1,955.00
001-0572-572.3400	Other Contract Services	97.38
001-0572-572.4100	Communications Expens	57.30
001-0572-572.4300	Utility - Public Services	392.20
001-0572-572.4610	Repair / Maint - Bldgs	100.06
001-0572-572.4620	Repair / Maint - Vehicles	511.35
001-0572-572.4640	Repair/Maint - Equipme	87.78
001-0572-572.5200	Operating Supplies	579.12
001-0572-572.5210	Fuel	164.45
001-0572-572.5220	Uniforms Exp	44.50
001-1551000	Prepaid Expenses - Gen	157,180.27
001-2201000	Deposits Paybl - CtyHall/	125.00
401-0533-533.3401	Other Contract Services	42.27
401-0533-533.4100	Communications Expens	232.21
401-0533-533.4300	Utility - Public Services	3,590.87
401-0533-533.4400	Rental / Lease Expense	37.66
401-0533-533.4620	Repair / Maint - Vehicles	184.10
401-0533-533.4640	Repair / Maint - Equipm	24.89
401-0533-533.4900	Other Current Chgs & O	1,343.33

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.5205	Operating Supplies Exp -	1,567.80
401-0533-533.5210	Fuel	141.12
401-0533-533.5220	Uniforms Exp	103.83
401-0533-533.5264	Small Equipment Purcha	1,922.61
401-0533-533.5265	Tools	239.25
401-0533-533.5400	Memberships, Publicatio	180.00
402-0534-534.3400	Other Contract Services	4,034.96
402-0534-534.4100	Communications - Solid	152.40
402-0534-534.4620	Repair/Maint Vehicles -	335.83
402-0534-534.4900	Other Current Charges -	1,343.34
402-0534-534.5220	Uniforms - Solid Waste	34.22
402-0534-534.5264	Small Equipment - Solid	7,689.79
404-0535-535.3400	Other Contractual Servic	1,003.27
404-0535-535.4100	Communications	117.96
404-0535-535.4300	Utilities	547.35
404-0535-535.4400	Rentals/Leases	37.66
404-0535-535.4640	Repairs & Maint. - Equip	200.00
404-0535-535.4900	Other Current Charges &	1,343.33
404-0535-535.5200	Operating Supplies	2,070.92
404-0535-535.5220	Uniforms	55.06
404-0535-535.5264	Small Equipment	377.20
404-0535-535.5400	Memberships, Dues & S	180.00
404-0535-535.6300	Improvements Other Th	67.50
	Grand Total:	221,403.13

Project Account Summary

Project Account Key	Expense Amount
None	221,335.63
2022 REDI COB	67.50
	Grand Total:
	221,403.13



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, October 11, 2021

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

7:00 PM

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

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

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

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

Vice Mayor Rogers requested to participate in the meeting telephonically due to extraordinary circumstance.

Motion: Allow Vice Mayor Rogers to participate telephonically due to extraordinary circumstances.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Schultz - Yea

Commissioner Gordon - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

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

Present Via Zoom: Vice Mayor Rogers

Invocation for our Military Troops and National Leaders

Mayor Robinson led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Florida City Government Week

Mayor Robinson read the Proclamation into record

C. Consent Agenda:

C.1. Approval of Warrant

a. October 11, 2021 Warrant

C.2. Approval of Minutes

a. September 22, 2021 Special City Commission Meeting Minutes

b. September 27, 2021 City Commission Meeting Minutes

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

D. Public Comments:

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

Bonita Robinson (Hyman Circle)- asked if the MLK Parade funding was included in the new budget for 2021/2022 Fiscal year budget.

Mayor Robinson responded the MLK Parade was included in the budget.

E. Ordinances: (Legislative):

E.1. Ordinance 2021-27 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0001 from Flagler County, Agriculture and Timberland to City of Bunnell, Agriculture. - First Reading

City Attorney John Cary read the short title into the record.

Motion: Approve Ordinance 2021-27 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0001 from Flagler County, Agriculture and Timberland to City of Bunnell, Agriculture. - First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Barnes

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

E.2. Ordinance 2021-28 Requesting to change the official zoning map for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID:02-13-30-0650-000A0-0001 from Flagler County, AC- Agriculture to City of Bunnell, Agriculture District. - First Reading

City Attorney John Cary read the short title into the record.

Motion: Approve Ordinance 2021-28 Requesting to change the official zoning map for 7.51± Acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID:02-13-30-0650-000A0-0001 from Flagler County, AC- Agriculture to City of Bunnell, Agriculture District. - First Reading

Motion by: Commissioner Barnes

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

E.3. Ordinance 2021-33 Requesting to change the official zoning map for 5± acres of land, owned by Ashley Danielle Stover, Bearing the Parcel ID: 22-12-30-0650-000C0-0121 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture District. - First Reading

City Attorney John Cary read the short title into the record.

Motion: Approve Ordinance 2021-33 Requesting to change the official zoning map for 5± acres of land, owned by Ashley Danielle Stover, Bearing the Parcel ID: 22-12-30-0650-000C0-0121 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture District. - First Reading.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

E.4. Ordinance 2021-34 Requesting to change the official zoning map for 31.6± acres of land, owned by Clinton & Kathryn Palmer, Bearing the Parcel ID:19-13-30-1650-01060-0020 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - First Reading

City Attorney John Cary read the short title into record.

Motion: Approve Ordinance 2021-34 Requesting to change the official zoning map for 31.6± Acres of land, owned by Clinton & Kathryn Palmer, Bearing the Parcel ID:19-13-30-1650-01060-0020 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - First Reading

Motion by: Commissioner Barnes

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Bid Award and Contract Approval for Grant Writing & Administrative Services

Infrastructure Director Dustin Vose presented the item to the Board.

Motion: Approve the request to award RFP 2021-04 for Grant Writing and Administrative Services to Fred Fox Enterprises, LLC.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

H.2. City Manager Annual Evaluation October 1, 2020 to September 30,2021

Mayor Robinson thanked the Commissioners for their diligence and time that it took to do the evaluation. Mayor Robinson explained evaluations are not always easy to do and explained the point system on the evaluation form and the average score.

Motion: Approve a 3% raise for the City Manager.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: Mayor Robinson stated based on the scores, the City Manager is deserving of a raise. Vice Mayor Rogers stated the City Manager was doing a good job and at minimum serves a 3% merit increase; based on what other City Managers are paid, the City is getting a bargain. Commissioner Barnes stated he felt he was at a disadvantage since he had been on the Commission for only a few months but felt that 2% seems to be the average increase for City staff. Mayor Robinson stated the City Manager has done an excellent job and of the managers she has worked with, he is the best. He came into a difficult job as the City has had several needs and difficulties to address each year. She did state that 3% was budgeted.

Public Discussion: Judy White (Wadsworth Way)- commended the City Manager on the excellent job he does for Bunnell. She stated she had seen four city managers since living in the City and in her opinion, city was running much smoother under Mr. Jackson's leadership; for what he has done and does, 3% is very reasonable.

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Gordon - Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – Asked the Commission to think about what they would like to do for the 2nd meeting in December; currently it is scheduled for December 27th, but historically, the Commission has moved this meeting day as most people take vacations during this time. Reported the Commission Advance has been scheduled for January 28, 2022 and will be held at the Stewart Marchman Center again.
- **City Attorney** – None
- **City Manager** – Thanked everyone for their partnership and plans to work as a team to make Bunnell the best City in the USA. He reported how the City is transitioning into project management now and given our limited numbers and funds, staff will have to perform the roles needed for daily operations plus project management. City Manager Jackson and City Attorney Cary then asked for direction from the Commission on the notifications for future land use and zoning designation changes. Possible additional options for notification such as posting the property or sending out letters to adjacent property owners and possible issues with both were stated. City Attorney Cary stated, whatever change the Commission wants will need to be done by ordinance and reviewed by the Planning Board and the Commission. There was discussion between the Commission and staff about the pros and cons of the additional notification procedures. All Commissioners agreed there should be a change. City Attorney Cary will draft an ordinance to be reviewed. Citizen Judy White (Wadsworth Way) stated she was impressed by the City Clerk’s knowledge and thanked the Commission for considering a change in the notification process.
- **Mayor and City Commissioners**
 - **Commissioner Barnes** – None
 - **Commissioner Gordon** – None
 - **Commissioner Schultz** – Reported she will not be at the November 8th Commission Meeting but will try to participate telephonically.
 - **Vice Mayor Rogers** – None
 - **Mayor Robinson** – Requested prayers for the Governor’s wife as she battles Breast Cancer. She stated people have reached out to her about Halloween and reported it will be held on October 31st.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commission Gordon

Seconded by: Commissioner Barnes

Vote: Motion carried unanimously

Meeting adjourned at 7:56 PM.

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 10/5/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-27 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0001 from Flagler County, Agriculture and Timberland to City of Bunnell, Agriculture. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Seth Strickland Proposed FLUM Change Ordinance	Ordinance
Seth Colton Strickland Proposed Future Land Use Map	Exhibit

Summary/Highlights:

The applicant is requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 7.51± acre property from Flagler County, "Agriculture and Timberland" to City of Bunnell, "Agriculture".

There is a companion rezoning request to amend the official zoning map to change the zoning from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the October 11, 2021 City Commission meeting. At this meeting the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the October 13, 2021 edition of the News Tribune.

Background:

The applicant Seth Colton Strickland, owns a 7.51± acre property identified as Parcel ID's:02-13-30-0650-000A0-0001. The property is addressed as 1693 County Road 304. The applicant is

requesting this FLUM amendment to allow him to develop the property at a density of up to 1 dwelling unit per acre in the future.

The parcel's current FLUM designation is Flagler County, "Agriculture and Timberland". The Flagler County "Agriculture and Timberlands" land use designation was created to protect agricultural and related uses while also allowing low density residential density either at one (1) dwelling unit per five (5) acres or one (1) dwelling unit per 20 acres depending on the location and the type of development. This property would be allowed to be developed at one (1) dwelling unit per five (5) acres.

The proposed FLUM designation is "Agriculture". The "Agriculture" land use designation was created to allow a range of agricultural and related uses, and while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre. The applicant's intended use is consistent with the rural character of the area.

If developed at the maximum allowable density in the future, the proposed FLUM designation will result in a increase of 6 additional dwelling units on the property compared to the current FLUM designation. There is adequate capacity in the existing public facilities and services to accommodate this proposed amendment.

Staff Recommendation:

Adopt Ordinance 2021-27 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0001 from Flagler County, Agriculture and Timberland to City of Bunnell, Agriculture.
- Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-27

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 7.51± ACRES, OWNED BY SETH COLTON STRICKLAND, BEARING PARCEL ID: 02-13-30-0650-000A0-0001, ADDRESSED AS 1693 COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL, AGRICULTURE AND SILVICULTURE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 02-13-30-0650-000A0-0001, located in the City of Bunnell; and

WHEREAS, the owners of the property, Seth Colton Strickland, have requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since September 23, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on September 23, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved

without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2030 Comprehensive Plan* pertaining to the subject property.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2030 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 7.51 ACRES POR NW CRNR OF SEC 1 SW 758.54' SW ALONG ELY ROW CR 304 438.60' SE 1322.17' TO POB NE 102.70' NE 36.85' SE 948.72' SW 557.13' SW 90.55' NE 282.05' NE 69.41' NW 366.29 NW 46.89' NW 146.38' NW 348.96 TO POB OR 2445/167

ADDRESS: 1693 County Road 304 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBERS: 02-13-30-0650-000A0-0001

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 11th day of October 2021.

Second Reading: adopted on this 25th day of October 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

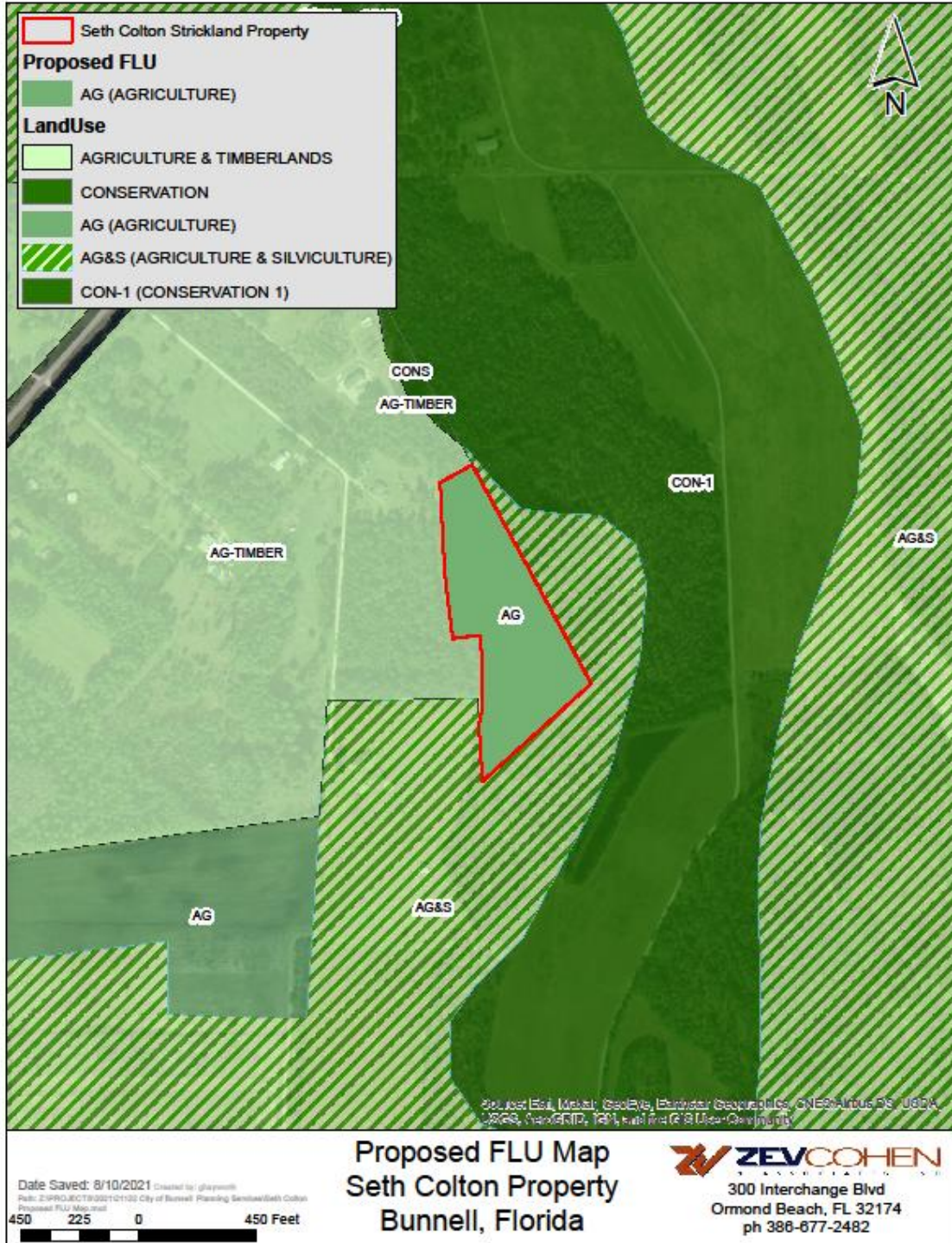
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
Kristen Bates, City Clerk, CMC

Seal:


EXHIBIT A

Proposed Future Land Use Designation





 Seth Colton Strickland Property


Proposed FLU


 AG (AGRICULTURE)


LandUse

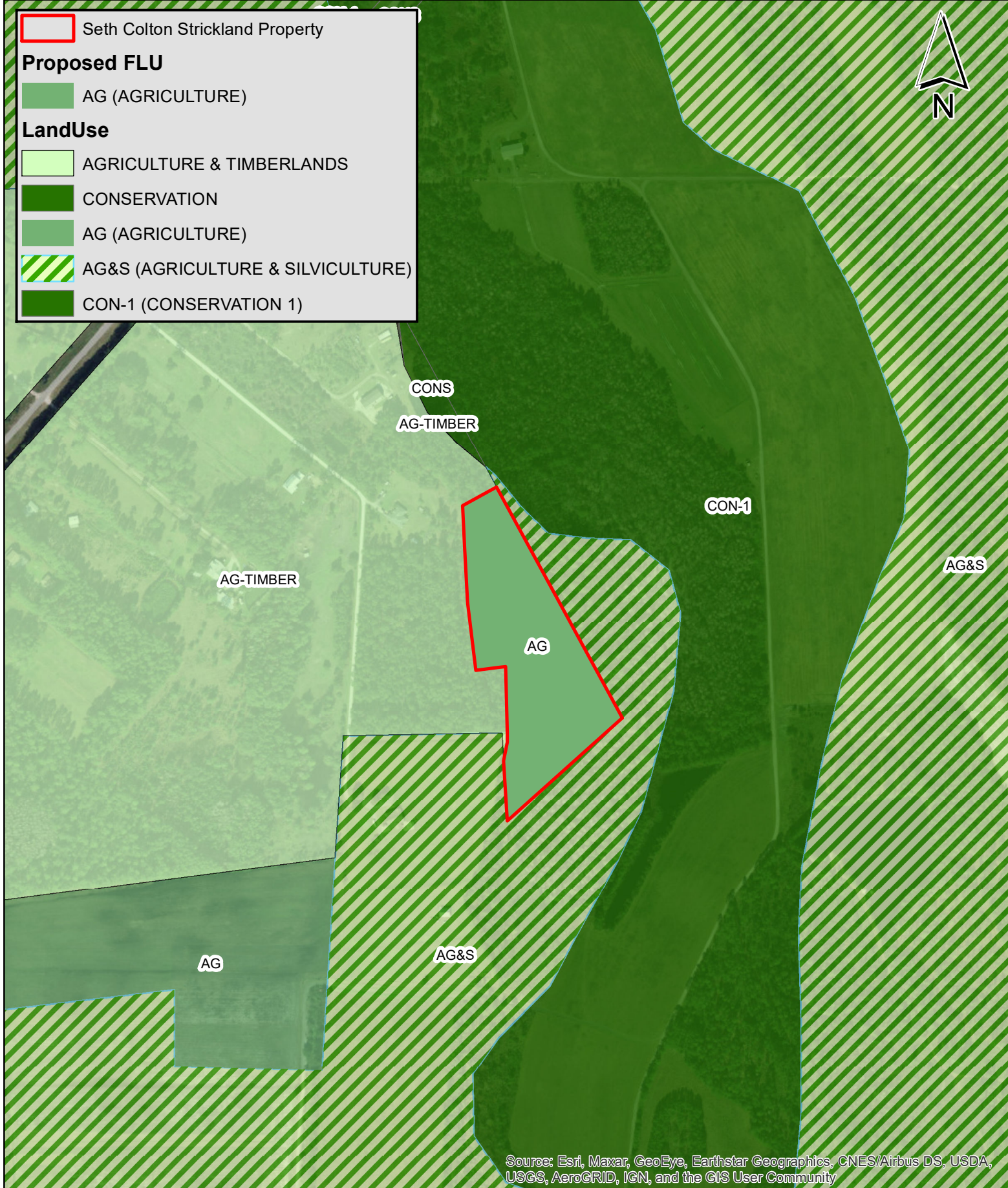
 AGRICULTURE & TIMBERLANDS

 CONSERVATION

 AG (AGRICULTURE)

 AG&S (AGRICULTURE & SILVICULTURE)

 CON-1 (CONSERVATION 1)

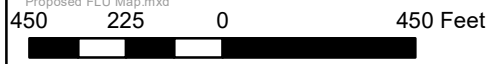


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Proposed FLU Map Seth Colton Property Bunnell, Florida

ZEV COHEN
ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Date Saved: 8/10/2021 Created by: ghayworth
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Seth Colton
Proposed FLU Map.mxd





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 10/5/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-28 Requesting to change the official zoning map for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID:02-13-30-0650-000A0-0001 from Flagler County, AC- Agriculture to City of Bunnell, AG- Agriculture District. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Seth Colton Strickland Proposed Rezoning Ordinance	Ordinance
Seth Colton Strickland Proposed Zoning Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 7.51± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from "Agriculture and Timberlands" to "Agriculture" that is being processed concurrently with this application.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the October 11, 2021 City Commission meeting. At this meeting the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the October 13, 2021 edition of the News Tribune.

Background:

The applicant, Seth Colton Strickland, owns a 7.51± acre property identified as Parcel ID:02-13-30-0650-000A0-0001. The property is addressed as 1693 County Road 304. The applicants are requesting this rezoning to allow them to develop the property at a density of up to 1 dwelling unit per acre in the future.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "Ag-Agriculture". The intent of the "Ag-Agriculture" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre.

The proposed "Ag-Agriculture" zoning is consistent with the existing pattern of surrounding development.

Staff Recommendation:

Adopt Ordinance 2021-28 Requesting to change the official zoning map for 7.51± acres of land, owned by Seth Colton Strickland, Bearing the Parcel ID:02-13-30-0650-000A0-0001 from Flagler County, AC- Agriculture to City of Bunnell, AG- Agriculture District. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-28

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 7.51± ACRES, OWNED BY SETH COLTON STRICKLAND, BEARING PARCEL ID: 02-13-30-0650-000A0-0001 ADDRESSED AS 1693 COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC- AGRICULTURE” TO CITY OF BUNNELL, “AG- AGRICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seth Colton Strickland, the owners of certain real property, which land totals approximately 7.51± acres in size located at 1693 County Road 304 and is assigned Tax Parcel Identification Number 02-13-30-0650-000A0-0001 by the Property Appraiser of Flagler County; and

WHEREAS, Seth Colton Strickland has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 7.51± acres in size, is located at 1693 County Road 304 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 7.51± acres in size, shall be rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

LEGAL DESCRIPTION: 7.51 ACRES POR NW CRNR OF SEC 1 SW 758.54' SW ALONG ELY ROW CR 304 438.60' SE 1322.17' TO POB NE 102.70' NE 36.85' SE 948.72' SW 557.13' SW 90.55' NE 282.05' NE 69.41' NW 366.29 NW 46.89' NW 146.38' NW 348.96 TO POB OR 2445/167

ADDRESS: 1693 County Road 304 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 02-13-30-0650-000A0-0001

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-27.

First Reading: on this 11th day of October 2021.

Second/Final Reading: adopted on this 25th day of October 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

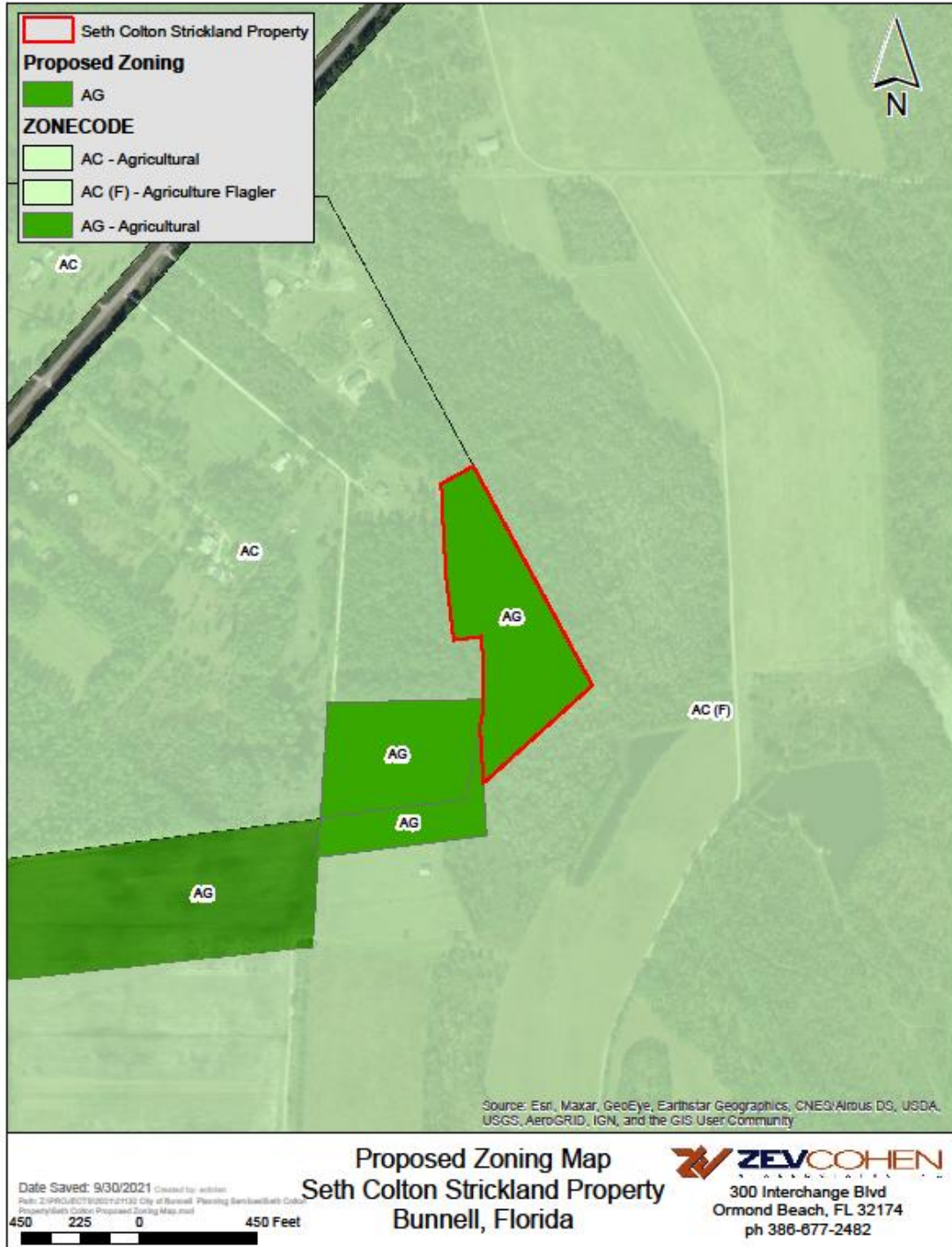
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
Kristen Bates, CMC, City Clerk

Seal:


Exhibit "A"

Proposed Zoning Map





 Seth Colton Strickland Property


Proposed Zoning

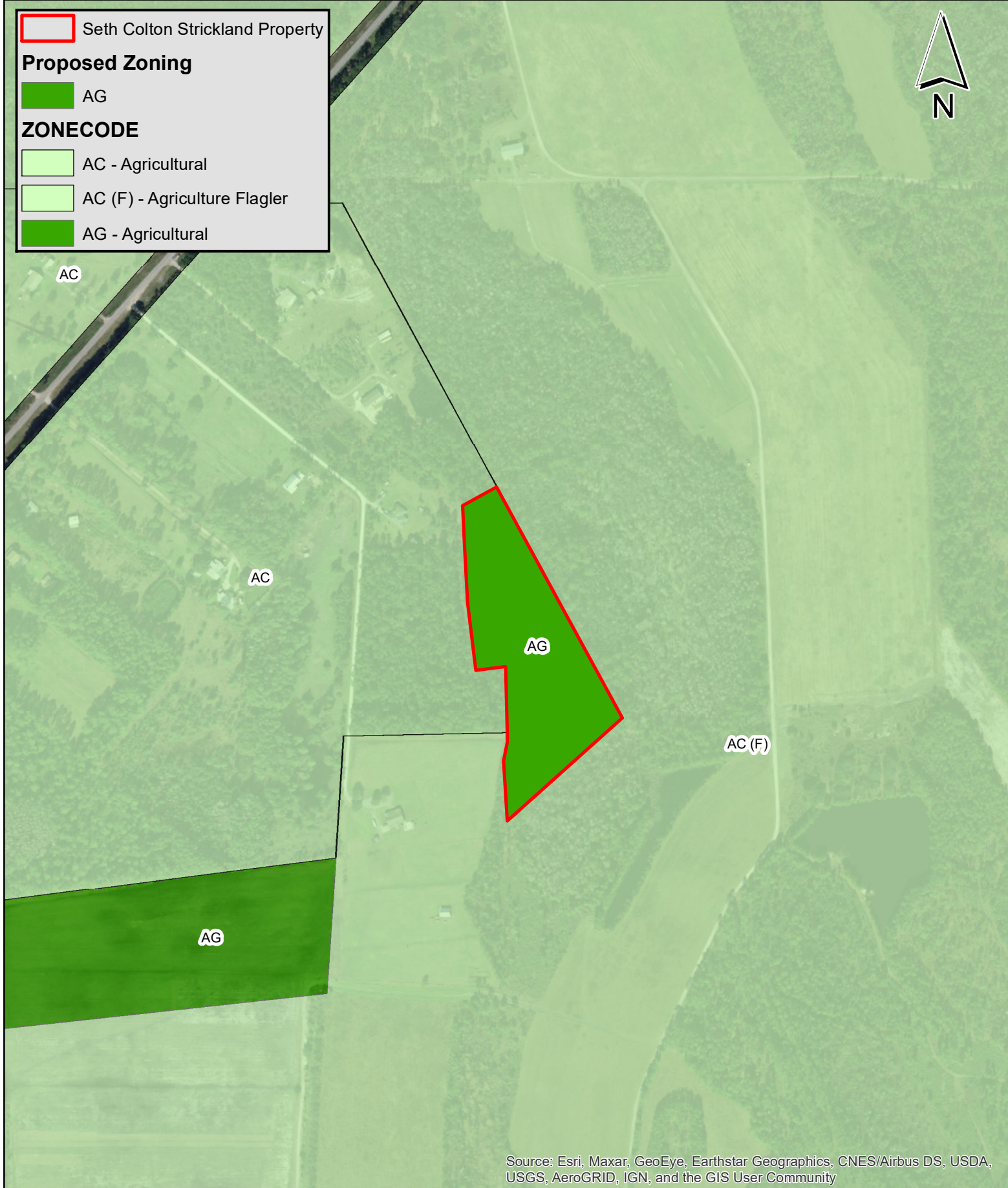
 AG

ZONECODE

 AC - Agricultural

 AC (F) - Agriculture Flagler

 AG - Agricultural



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Date Saved: 8/10/2021 Created by: ghayworth
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Proposed Zoning Map Seth Colton Property Bunnell, Florida



ZEV COHEN
 & ASSOCIATES, INC.
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 10/5/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-33 Requesting to change the official zoning map for 5± acres of land, owned by Ashley Danielle Stover, Bearing the Parcel ID: 22-12-30-0650-000C0-0121 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture District. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Stover Proposed Rezoning Ordinance	Ordinance
Proposed Zoning	Exhibit

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 5± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agriculture & Silviculture".

The property is designated "Agriculture & Silviculture" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the October 11, 2021 City Commission meeting. At this meeting the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the October 13, 2021 edition of the News Tribune.

Background:

The applicant, Ashley Stover, owns a 5± acre property identified as Parcel ID's: 22-12-30-0650-000C0-0121. The property is addressed as 1250 Old Haw Creek Road. The applicant plans to build a residence on the property.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "AG&S, Agriculture & Silviculture". The intent of the "AG&S zoning classification is to "permit a range of agricultural and/or silvicultural uses and to accommodate very low density residential development at a concentration of one dwelling unit per five acres".

The proposed ""AG&S, Agriculture & Silviculture" zoning is consistent with the Future Land Use Map and the existing pattern of surrounding development.

Staff Recommendation:

Adopt Ordinance 2021-33 Requesting to change the official zoning map for 5± acres of land, owned by Ashley Danielle Stover, Bearing the Parcel ID: 22-12-30-0650-000C0-0121 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture District. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-33

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 5± ACRES, OWNED BY ASHLEY DANIELLE STOVER, BEARING PARCEL ID: 22-12-30-0650-000C0-0121 ADDRESSED AS 1250 OLD HAW CREEK ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC- AGRICULTURE” TO CITY OF BUNNELL, “AG&S- AGRICULTURE & SILVICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ashley Danielle Stover, the owner of certain real property, which land totals approximately 5± acres in size located at 1250 Old Haw Creek Road and is assigned Tax Parcel Identification Number 22-12-30-0650-000C0-0121 by the Property Appraiser of Flagler County; and

WHEREAS, Ashley Danielle Stover has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S- Agriculture & Silviculture” zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 5± acres in size, is located at 1250 Old Haw Creek Road in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 5± acres in size, shall be rezoned to the City of Bunnell “AG & S - Agriculture & Silviculture” zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

LEGAL DESCRIPTION: 5.00 ACRES POR N LINE SEC 22 AND CENTERLINE OF OLD HAW CREEK RD SE 3922.68' SW 33' TO POB SW 832.41' SW 261.14' NE 846.17' NW 261.05' TO POB OR 2493/1093,1095

ADDRESS: 1250 Old Haw Creek Road in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 22-12-30-0650-000C0-0121

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of adoption.

First Reading: on this 11th day of October 2021.

Second/Final Reading: adopted on this 25th day of October 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

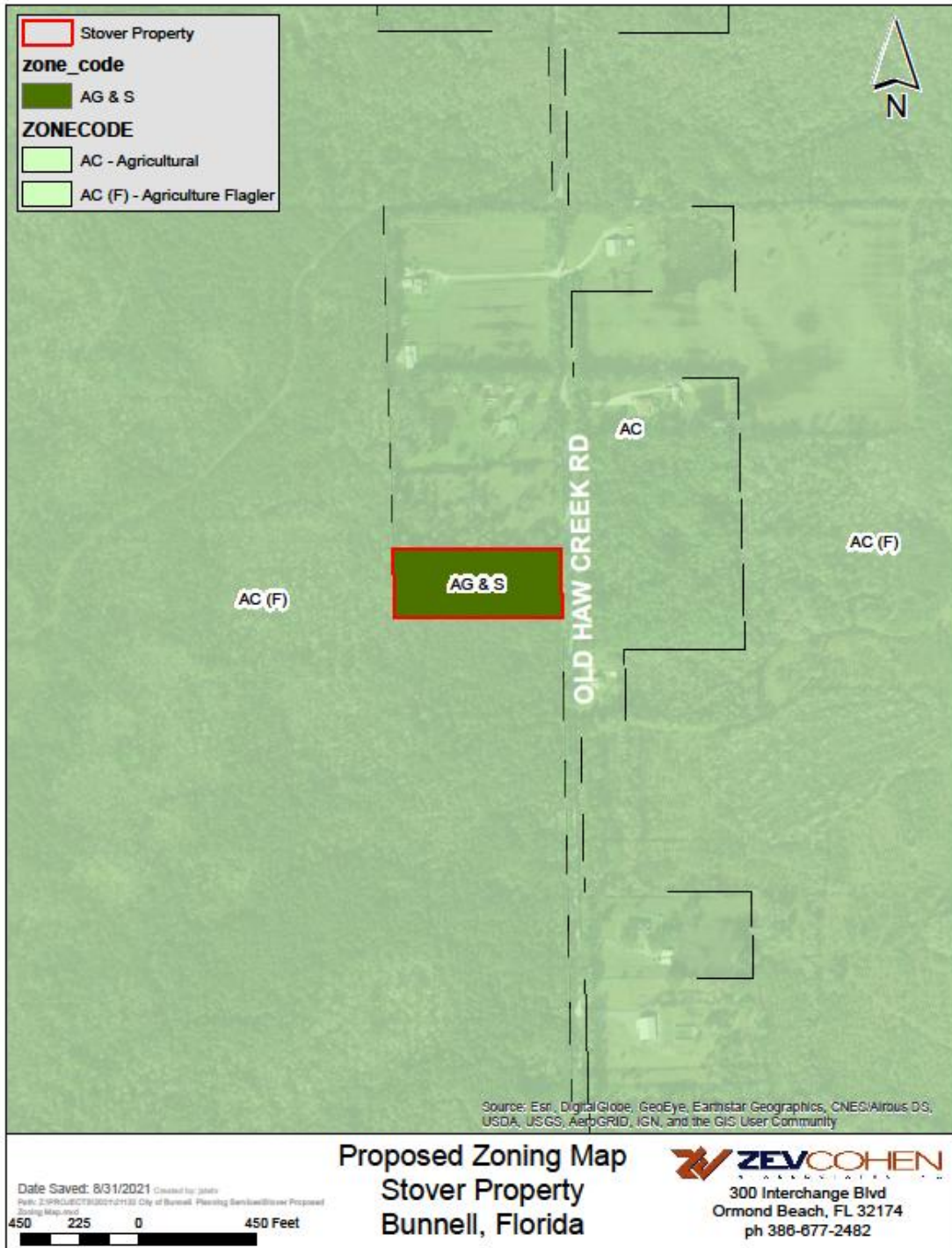
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
Kristen Bates, CMC, City Clerk

Seal:


Exhibit "A"

Proposed Zoning Map





 Stover Property

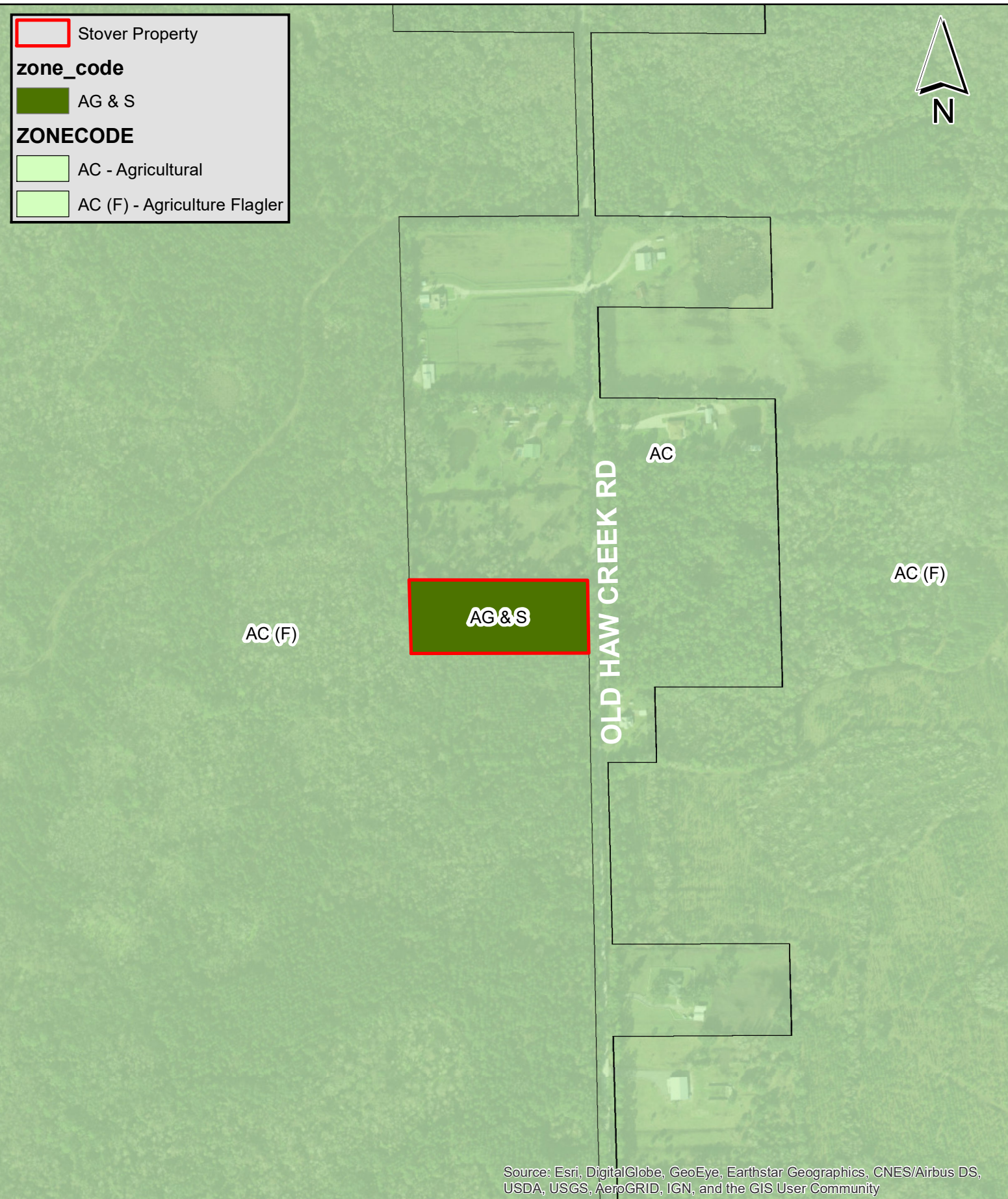
zone_code

 AG & S

ZONECODE

 AC - Agricultural

 AC (F) - Agriculture Flagler

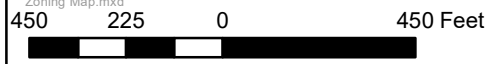


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Proposed Zoning Map
Stover Property
Bunnell, Florida**

ZEV COHEN
& ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Date Saved: 8/31/2021 Created by: jstehr
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City of Bunnell, Florida

Agenda Item No. E.4.

Document Date: 10/5/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-34 Requesting to change the official zoning map for 31.6± acres of land, owned by Clinton & Kathryn Palmer, Bearing the Parcel ID:19-13-30-1650-01060-0020 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Palmer Rezoning Ordinance	Ordinance
Palmer Proposed Zoning Map	Location Map(s)

Summary/Highlights:

The applicants are requesting an amendment to the official zoning map to change the zoning on a 31.6± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG&S, Agriculture & Silviculture" and "C-1, Conservation".

The property is designated "Agriculture & Silviculture" and "Conservation 1" on the City of Bunnell Future Land Use Map in the Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the October 11, 2021 City Commission meeting. At this meeting the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the October 13, 2021 edition of the News Tribune.

Background:

The applicants, Clinton & Kathryn Palmer, own a 31.6± acre property identified as Parcel ID: 19-13-30-1650-01060-0020. The property is addressed as 8775 State Highway 11. It is located on

the east side of Highway 11 approximately 1,000 feet north of County Road 140. The applicant plans to build a residence on the property and raise livestock.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classifications are City of Bunnell "AG&S, Agriculture & Silviculture" and "C-1, Conservation". The purpose of the "AG&S" zoning classification is to "permit a range of agricultural and/or silvicultural uses and to accommodate very low density residential development at a concentration of one dwelling unit per five acres". The purpose of the "C-1" is to "support the ecological integrity of natural resources and wildlife. This district is intended to provide preservation of sensitive lands and to conserve important natural, ecological, and unique habitat resources". The C-1 zoning district does allow residential development at a gross density of 5 dwelling units per acre. All residential density must be transferred to the uplands.

The proposed zoning is consistent with the Future Land Use Map and the existing pattern of development in the area.

Staff Recommendation:

Adopt Ordinance 2021-34 Requesting to change the official zoning map for 31.6± acres of land, owned by Clinton & Kathryn Palmer, Bearing the Parcel ID:19-13-30-1650-01060-0020 from Flagler County, AC- Agriculture to City of Bunnell, AG&S, Agriculture & Silviculture and C-1, Conservation Districts. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-34

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 31.6± ACRES, OWNED BY CLINTON & KATHRYN PALMER, BEARING PARCEL ID: 19-13-30-1650-01060-0020 ADDRESSED 8775 STATE HIGHWAY 11 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC-AGRICULTURE” TO CITY OF BUNNELL, “AG&S AGRICULTURE & SILVICULTURE” AND “C-1, CONSERVATION DISTRICTS ; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Clinton & Kathryn Palmer, the owners of certain real property, which land totals approximately 31.6± acres in size located at 8775 State Highway 11 and is assigned Tax Parcel Identification Number 19-13-30-1650-01060-0020 by the Property Appraiser of Flagler County; and

WHEREAS, Joseph & Amber Gallagher have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S, Agriculture & Silviculture” and “C-1, Conservation” classifications from the existing Flagler County, “AC-Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 31.6± acres in size, is located 8775 State Highway 11 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 31.6± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agriculture & Silviculture” and “C-1, Conservation” from the existing Flagler County, “AC-Agriculture” zoning classification; and

LEGAL DESCRIPTION: 31.60 AC POR SW CRNR OF SE 1/4 THENCE NE 111.10' NW 902.99' TO POB NE 179.39' SE 10.58' NE 2000' NW 1874.48' SW 660.08' SW 826' SE 600' TO POB OR 2593/950

ADDRESS: 8775 STATE HWY 11 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 19-13-30-1650-01060-0020

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of adoption.

First Reading: on this 11th day of October 2021.

Second/Final Reading: adopted on this 25th day of October 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

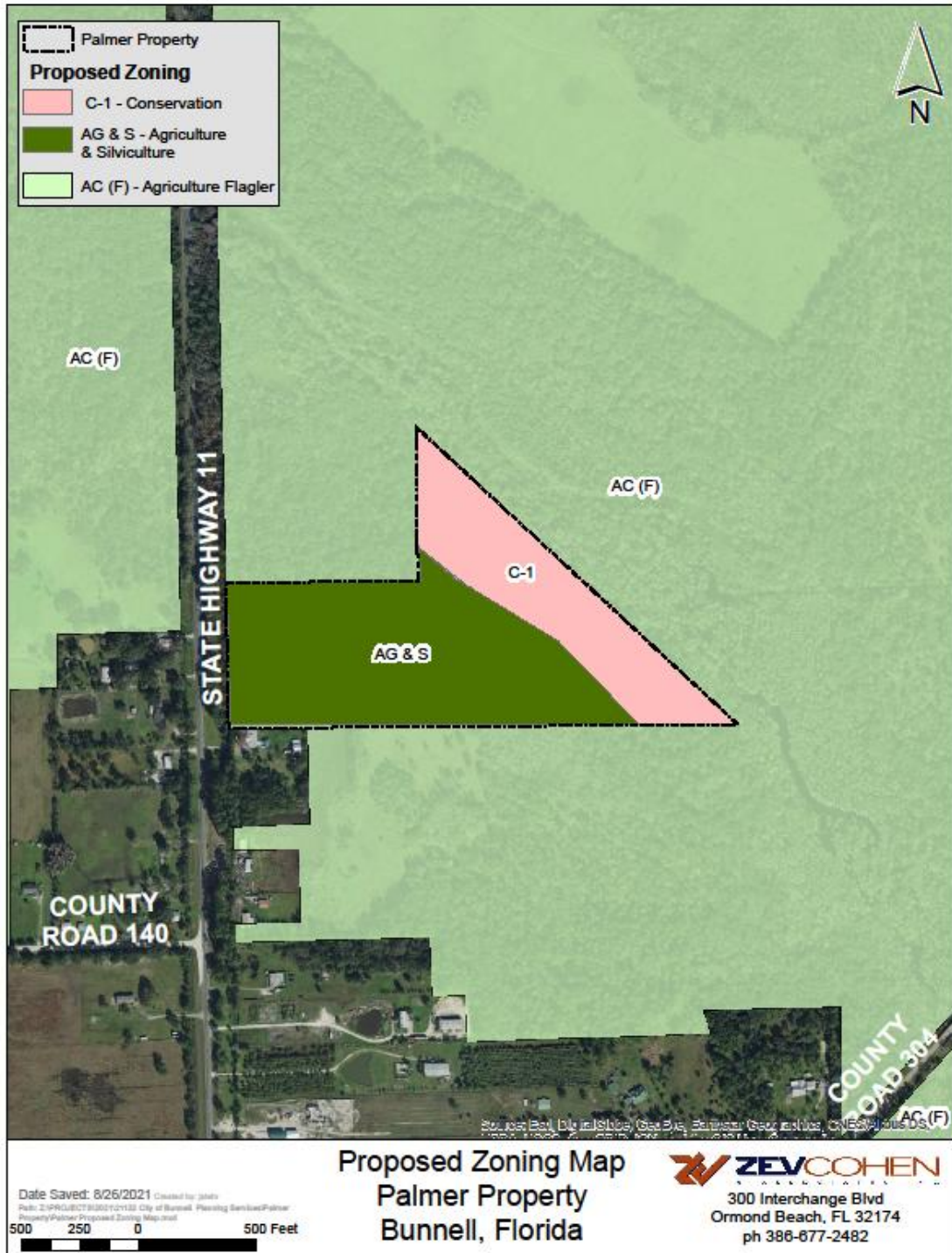
Attest:


Kristen Bates, CMC, City Clerk

Seal:




Exhibit "A"

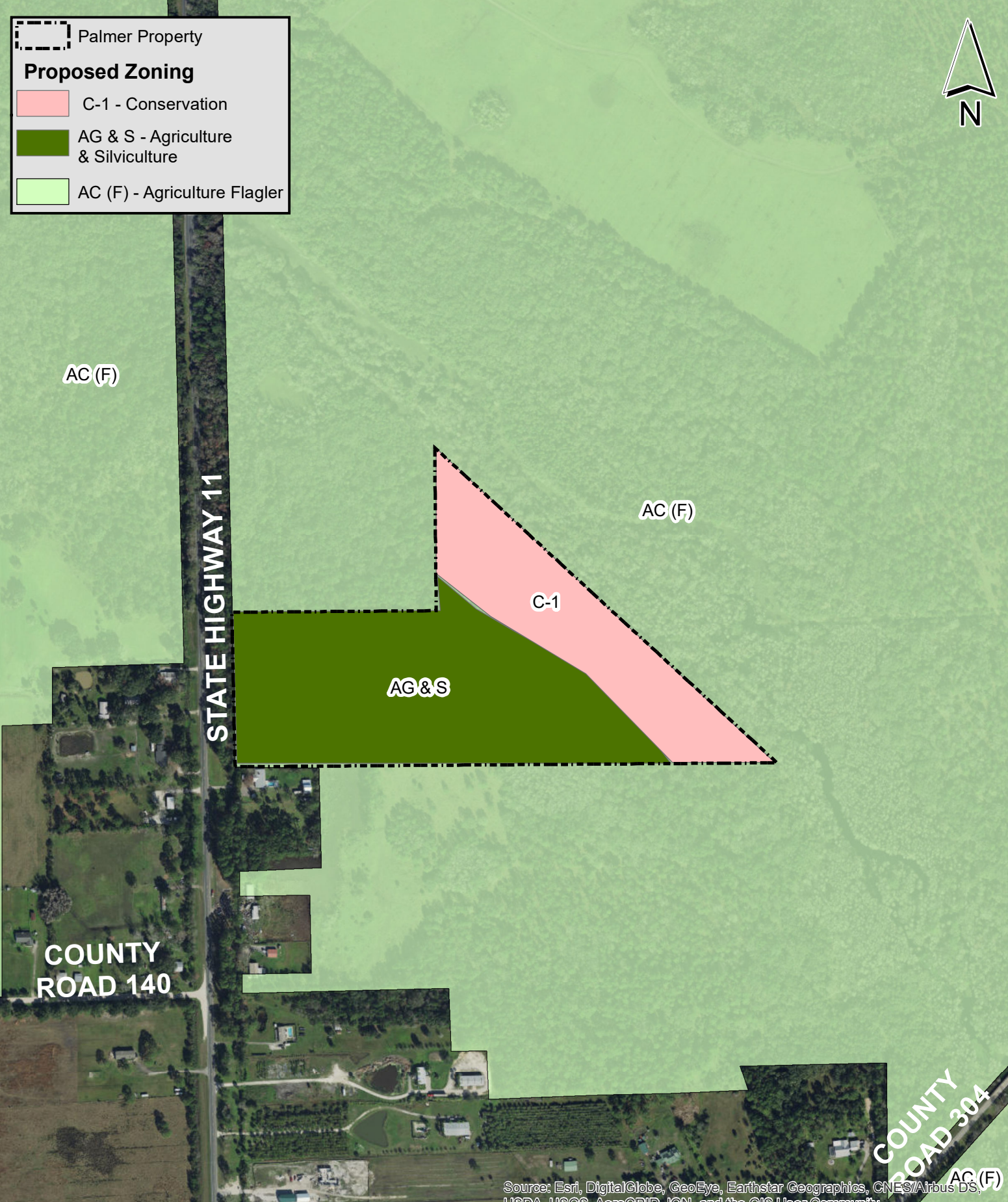
Proposed Zoning Map



 Palmer Property

Proposed Zoning

-  C-1 - Conservation
-  AG & S - Agriculture & Silviculture
-  AC (F) - Agriculture Flagler



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Date Saved: 8/26/2021 Created by: jstehr
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Palmer Property\Palmer Proposed Zoning Map.mxd

500 250 0 500 Feet

Proposed Zoning Map Palmer Property Bunnell, Florida



ZEV COHEN
 & ASSOCIATES INC

300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.5.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-23 Requesting to change the Future Land Use Map in the Comprehensive Plan for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Shannon & Angela Strickland Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 5.34± acre parcel of land from "Agriculture and Silviculture" to "Agriculture".

There is a companion rezoning request to amend the official zoning map to change the zoning of this property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance."

Background:

The applicants, Shannon and Angela Strickland, own a 5.34± acre parcel of land identified as Parcel ID:02-13-30-0650-000D0-0102. While no address has been assigned to the parcel, it is currently associated with property to the north addressed as 1771 County Road 304. The applicant is requesting this FLUM amendment to allow them to develop the property at a density of up to 1 dwelling unit per acre in the future.

The parcel's current FLUM designation is "Agriculture and Silviculture". The "Agriculture and Silviculture" land use designation was created to accommodate a range of agricultural and related uses while also allowing low density residential development at a maximum density of one (1) dwelling unit per five (5) acres.

The proposed FLUM designation is "Agriculture". The "Agriculture" land use designation was created to allow a range of agricultural and related uses, while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre. The applicant's intended use is consistent with the rural character of the area.

If developed at the maximum allowable density in the future, the proposed FLUM designation will result in a increase of 4 additional dwelling units on the property compared to the current FLUM designation. There is adequate capacity in the existing public facilities and services to accommodate this proposed amendment.

Staff Recommendation:

Approve Ordinance 2021-23 Requesting to change the Future Land Use Map in the Comprehensive Plan for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-23

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE *CITY OF BUNNELL COMPREHENSIVE PLAN*, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE *CITY OF BUNNELL COMPREHENSIVE PLAN* RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 5.34± ACRES, OWNED BY SHANNON AND ANGELA STRICKLAND, BEARING PARCEL ID: 02-13-30-0650-000D0-0102, LOCATED SOUTH OF COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL, AGRICULTURE AND SILVICULTURE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 02-13-30-0650-000D0-0102, located in the City of Bunnell; and

WHEREAS, the owners of the property, Shannon and Angela Strickland, have requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since August 23, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on September 23, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2030 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2030 Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 5.34 AC BUNNELL DEV CO SUBD LYING IN BLKS A & D DES AS POR NE CRNR SEC 2-S032540E ALONG E SEC LINE 2519.43' TO POB THENCE CONTINUE ALONG E SE LINE 413.75', N862911W-686. 52', N033204E-288.70', N823938 E-648.02' TO POB SAID LAND LAY SLY ALONG 2.38 AC PARC

ADDRESS: Unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 02-13-30-0650-000D0-0102

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing

amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the *City of Bunnell 2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 25th day of October 2021.

Second Reading: adopted on this ____ day of November 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

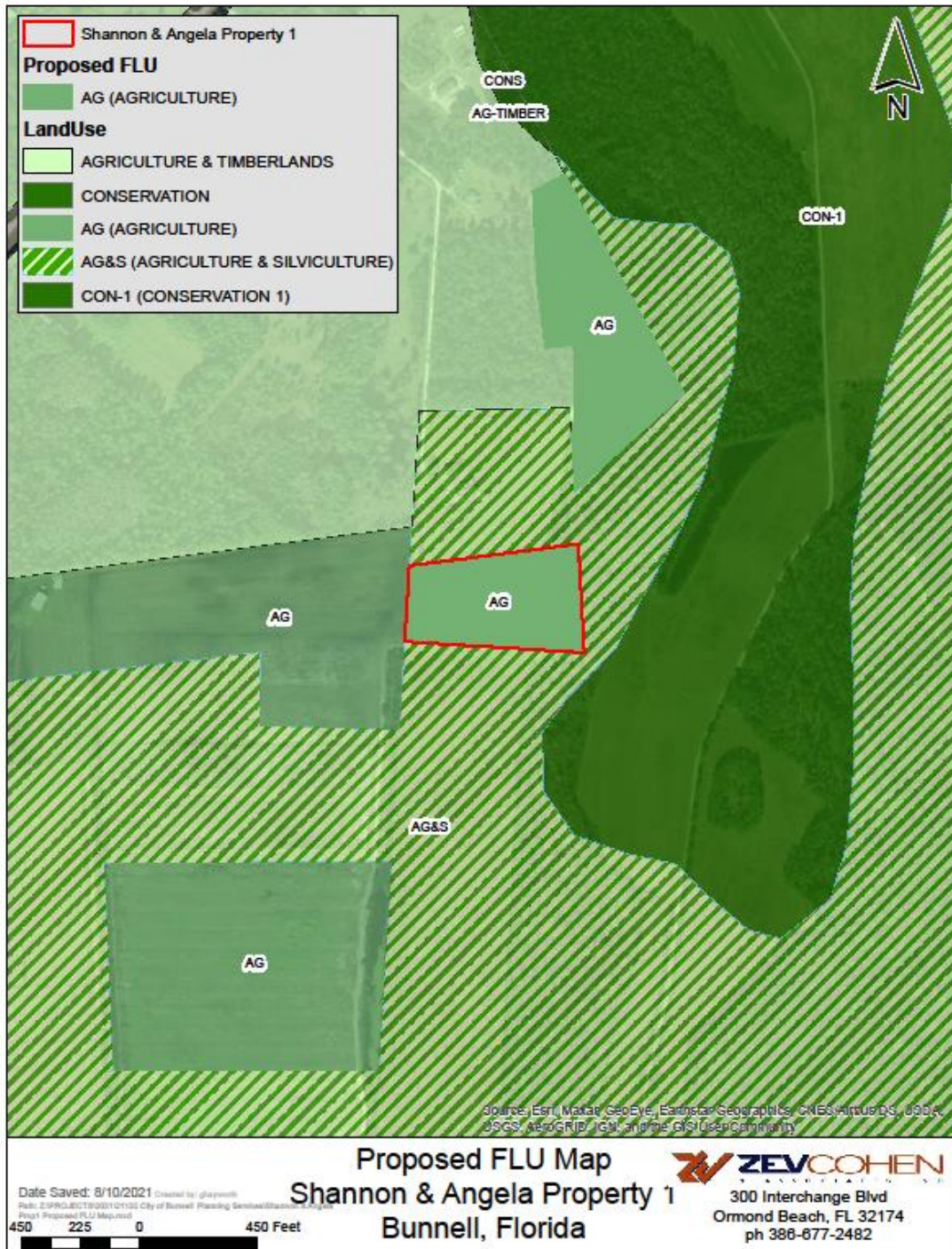
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

Kristen Bates, City Clerk, CMC

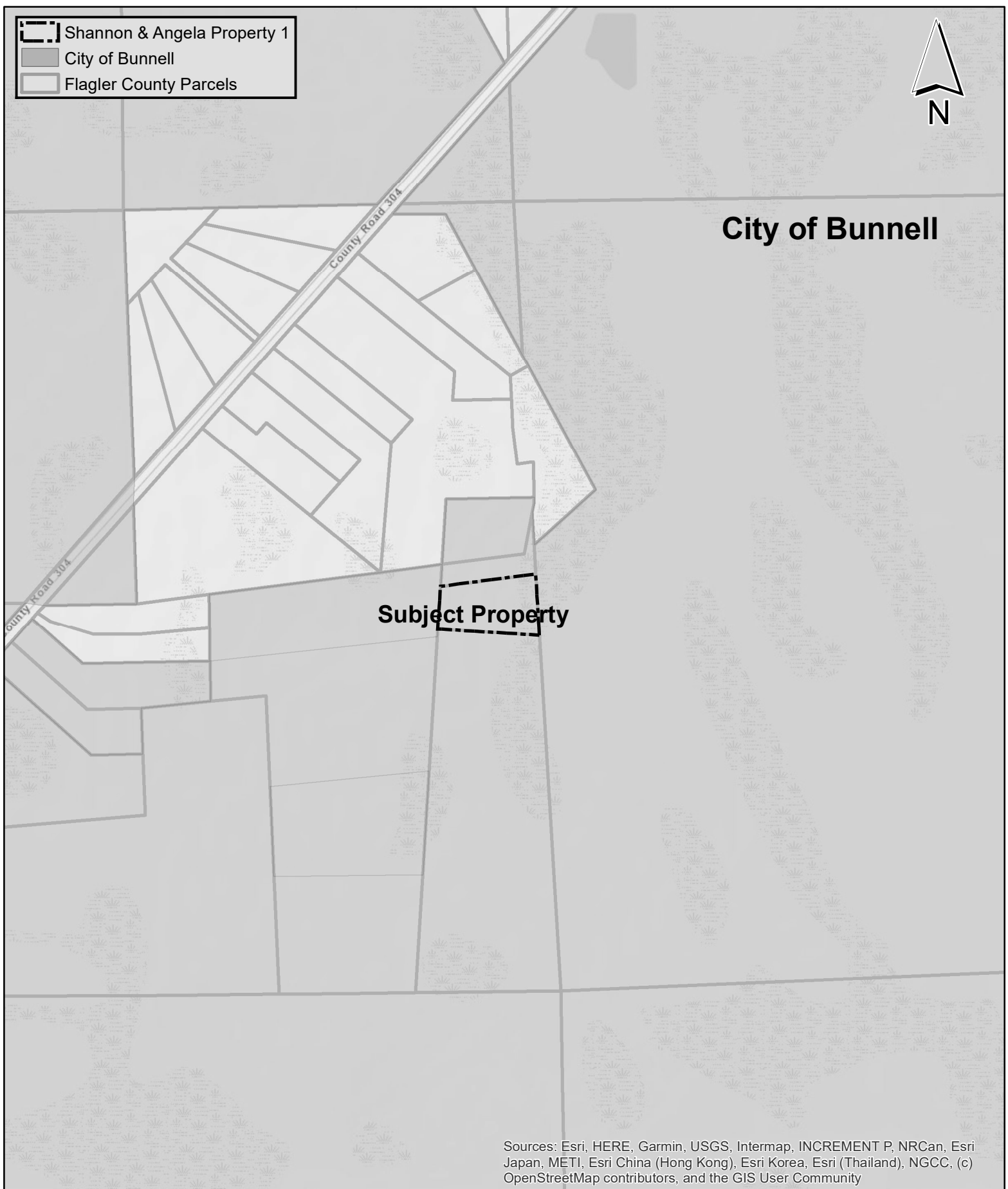
Seal:

EXHIBIT A

Location Map



-  Shannon & Angela Property 1
-  City of Bunnell
-  Flagler County Parcels



City of Bunnell

Subject Property

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

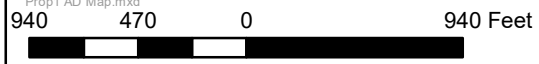
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**Shannon & Angela Property 1
 Bunnell, Florida**



**300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482**





City of Bunnell, Florida

Agenda Item No. E.6.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-24 Requesting to change the official zoning map for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from Flagler County, AC- Agriculture to City of Bunnell, AG- Agriculture District. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Shannon & Angela Strickland No. 1 Proposed Rezoning Ordinance	Ordinance
Shannon & Angela Strickland No. 1 Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting an amendment to the official zoning map to change the zoning on a 5.34± acre parcel of land from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation of this property from "Agriculture and Silviculture" to "Agriculture" that is being processed concurrently with this application.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicants, Shannon and Angela Strickland, own a 5.34± acre parcel of land identified as Parcel ID:02-13-30-0650-000D0-0102. While no address has been assigned to the parcel, it is currently associated with property to the north addressed as 1771 County Road 304. The applicants are requesting this rezoning to allow them to develop the property at density of up to 1 dwelling unit per acre in the future.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City,

the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "Ag-Agriculture". The intent of the "Ag-Agriculture" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre.

The proposed "Ag-Agriculture" zoning is consistent with the existing pattern of surrounding development.

Staff Recommendation:

Ordinance 2021-24 Requesting to change the official zoning map for 5.34± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID:02-13-30-0650-000D0-0102 from Flagler County, AC-Agriculture to City of Bunnell, AG-Agriculture District. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-24

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 5.34± ACRES, OWNED BY SHANNON AND ANGELA STRICKLAND, BEARING PARCEL ID: 02-13-30-0650-000D0-0102 LOCATED SOUTH OF COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “AC- AGRICULTURE” TO CITY OF BUNNELL, “AG- AGRICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shannon and Angela Strickland, the owners of certain real property, which land totals approximately 5.34± acres in size located south County Road 304 and is assigned Tax Parcel Identification Number 02-13-30-0650-000D0-0102 by the Property Appraiser of Flagler County; and

WHEREAS, Shannon and Angela Strickland have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell AG- Agriculture District, zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 5.34± acres in size, is located south of County Road 304.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 5,34± acres in size, shall be rezoned to the City of Bunnell AG- Agriculture District, zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification:

LEGAL DESCRIPTION: : 5.34 AC BUNNELL DEV CO SUBD LYING IN BLKS A & D DES AS POR NE CRNR SEC 2-S032540E ALONG E SEC LINE 2519.43' TO POB THENCE CONTINUE ALONG E SE LINE 413.75', N862911W-686. 52', N033204E-288.70', N823938 E-648.02' TO POB SAID LAND LAY SLY ALONG 2.38 AC PARC

ADDRESS: Unaddressed in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 02-13-30-0650-000D0-0102

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-23.

First Reading: on this 25th day of October 2021.

Second/Final Reading: adopted on this ____ day of November 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

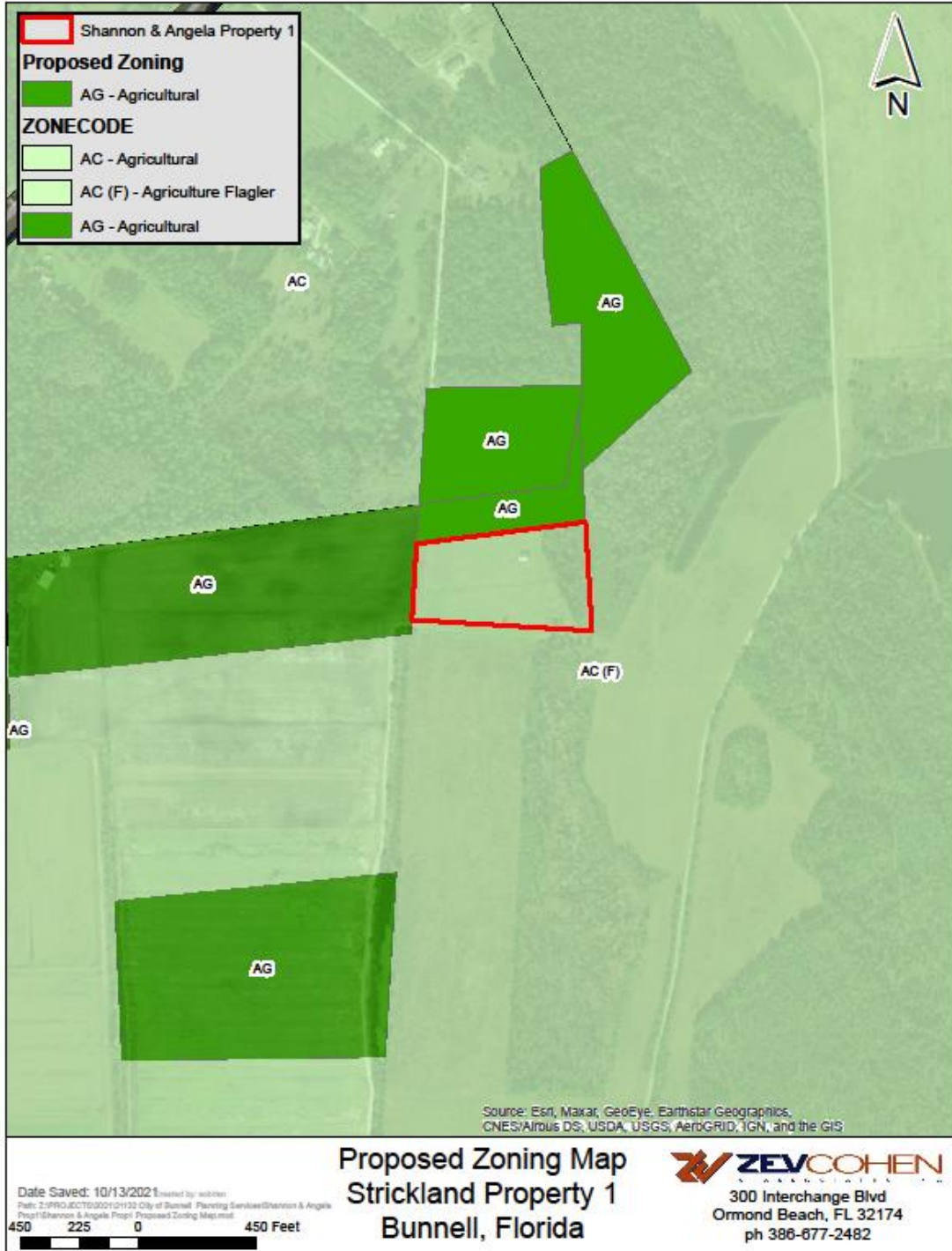
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

Kristen Bates, CMC, City Clerk

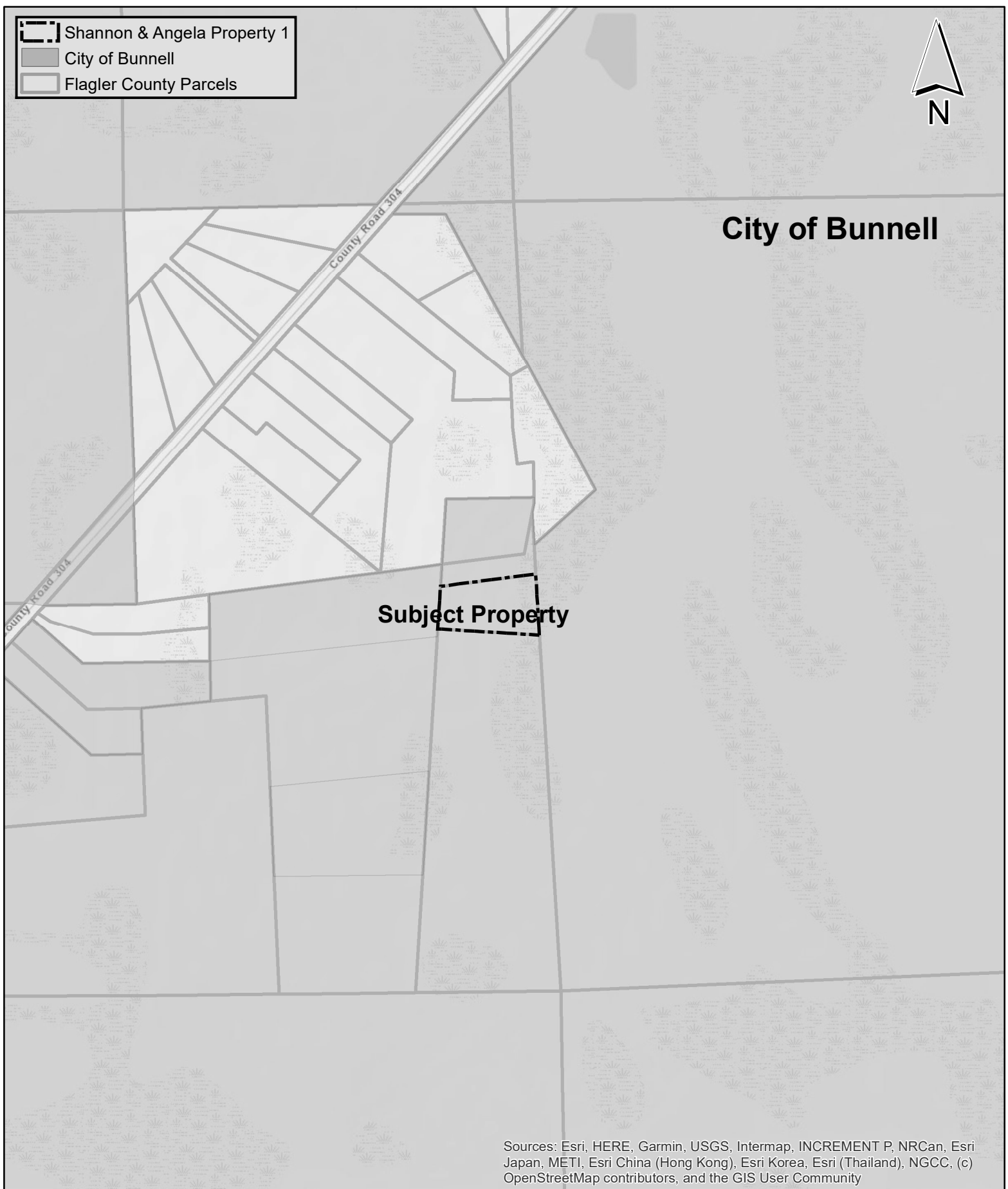
Seal:

Exhibit "A"

Proposed Rezoning Map



-  Shannon & Angela Property 1
-  City of Bunnell
-  Flagler County Parcels



City of Bunnell

Subject Property

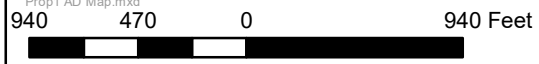
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:

Date Saved: 8/13/2021 Created by: ghayworth
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Shannon & Angela Prop1 AD Map.mxd

**Shannon & Angela Property 1
 Bunnell, Florida**

ZEVCOHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482





City of Bunnell, Florida

Agenda Item No. E.7.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-25 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Shannon & Angela Strickland No.2 Proposed FLUM Amendment Ordinance	Ordinance
Shannon & Angela Strickland No.2 Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 7.75± acre property from "Agriculture and Silviculture" to "Agriculture".

There is a companion rezoning request to amend the official zoning map to change the zoning from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance

Background:

The applicants, Shannon and Angela Strickland, own a 7.75± acre property identified as Parcel ID's: 02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 . The property is addressed as 1771 County Road 304. The applicant is requesting this FLUM amendment to allow them to develop the property at density of up to 1 dwelling unit per acre in the future.

The parcel's current FLUM designation is "Agriculture and Silviculture". The "Agriculture and Silviculture" land use designation was created to accommodate a range of agricultural and related

uses while also allowing low density residential development at a maximum density of one (1) dwelling unit per five (5) acres.

The proposed FLUM designation is "Agriculture". The "Agriculture" land use designation was created to allow a range of agricultural and related uses, and while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre. The applicant's intended use is consistent with the rural character of the area.

If developed at the maximum allowable density in the future, the proposed FLUM designation will result in a increase of 6 additional dwelling units on the property compared to the current FLUM designation. There is adequate capacity in the existing public facilities and services to accommodate this proposed amendment.

Staff Recommendation:

Approve Ordinance 2021-25 Requesting to change the Future Land Use Map in the Comprehensive Plan for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from City of Bunnell, Agriculture and Silviculture to City of Bunnell, Agriculture. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-25

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 7.75± ACRES, OWNED BY SHANNON AND ANGELA STRICKLAND, BEARING PARCEL ID'S: 02-13-30-0650-000A0-0026 AND 02-13-30-0650-000A0-0027, ADDRESSED AS 1771 COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL, AGRICULTURE AND SILVICULTURE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Numbers 02-13-30-0650-000A0-0026 and 02-13-30-0650-000A0-0027, located in the City of Bunnell; and

WHEREAS, the owners of the property, Shannon and Angela Strickland, have requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since August 23, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on September 23, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved

without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2030 Comprehensive Plan* pertaining to the subject property.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2030 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this *Comprehensive Plan* amendment is described as follows:

LEGAL DESCRIPTION: 5.37 AC BEING PARCEL 3-A DESC AS BGN NE CRNR OF SEC 2, SW 758.59'SW 652.28', SE 1021.86', SW 861.76'TO POB THENCE SW 440', NE 658.25', NE 281.90', NE 69.80', NW 34.49', SW 18.82', SW 673.01' TO POB OR 607 PG 669 OR 617 PG 545 OR 893 PG 610-RDMAN ANGELA C, AND;

2.38 AC DESC AS BGN NE CRNR SEC 2, SW 758.59', SW 652.58', SE 1021.86', SW 1301.75' TO POB THENCE SW 150', NE 658.02', NW 415.45', SW 281.80', SW 558.28' TO POB OR 607 PG 669 OR 617 PG 545 OR 893 PG 610-RDMANANGELA STRICKLAND TRUST ORD 2005-23

ADDRESS: 1771 County Road 304 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBERS: 02-13-30-0650-000A0-0026
and 02-13-30-0650-000A0-0027

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 25th day of October 2021.

Second Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

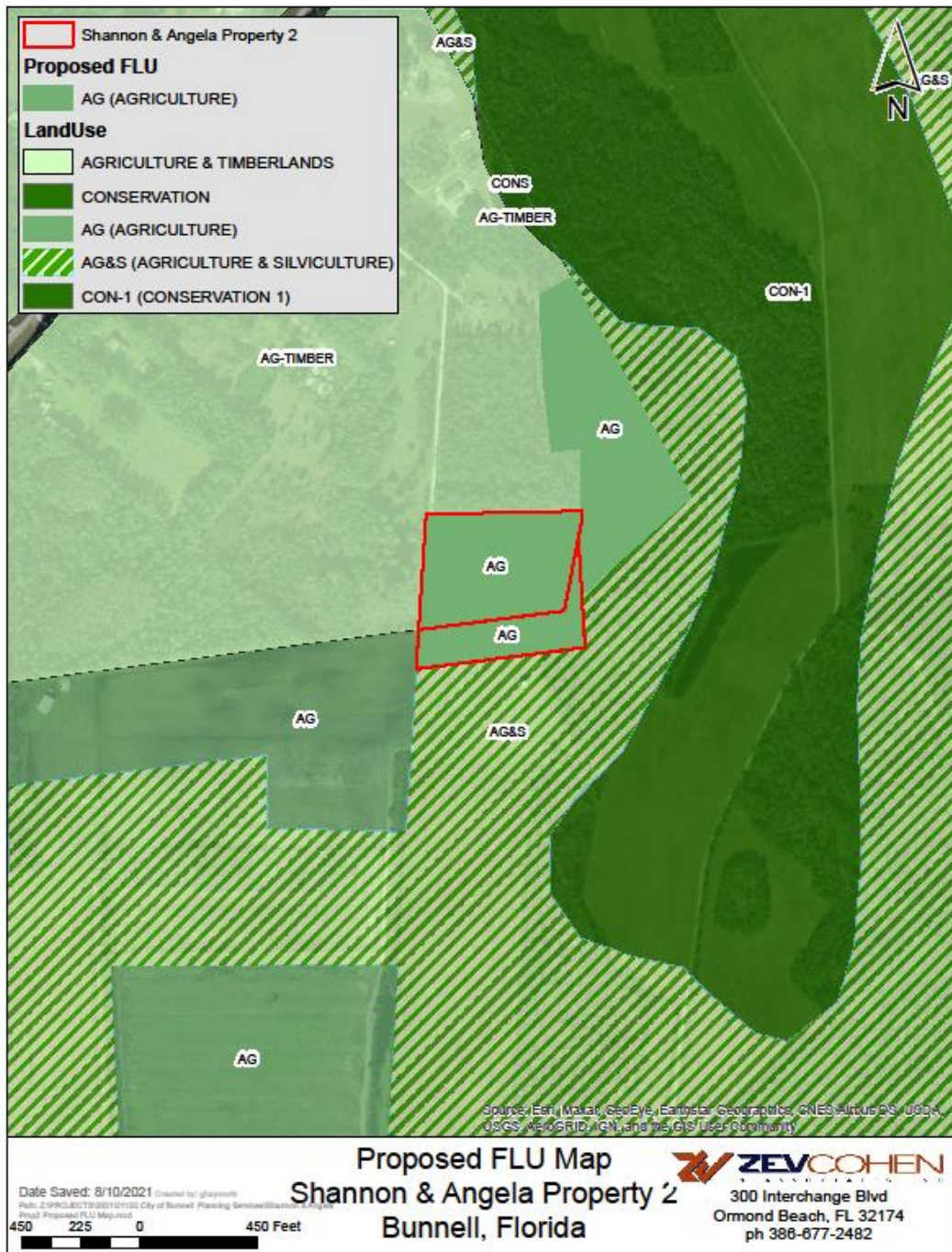
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

Kristen Bates, City Clerk, CMC

Seal:

EXHIBIT A

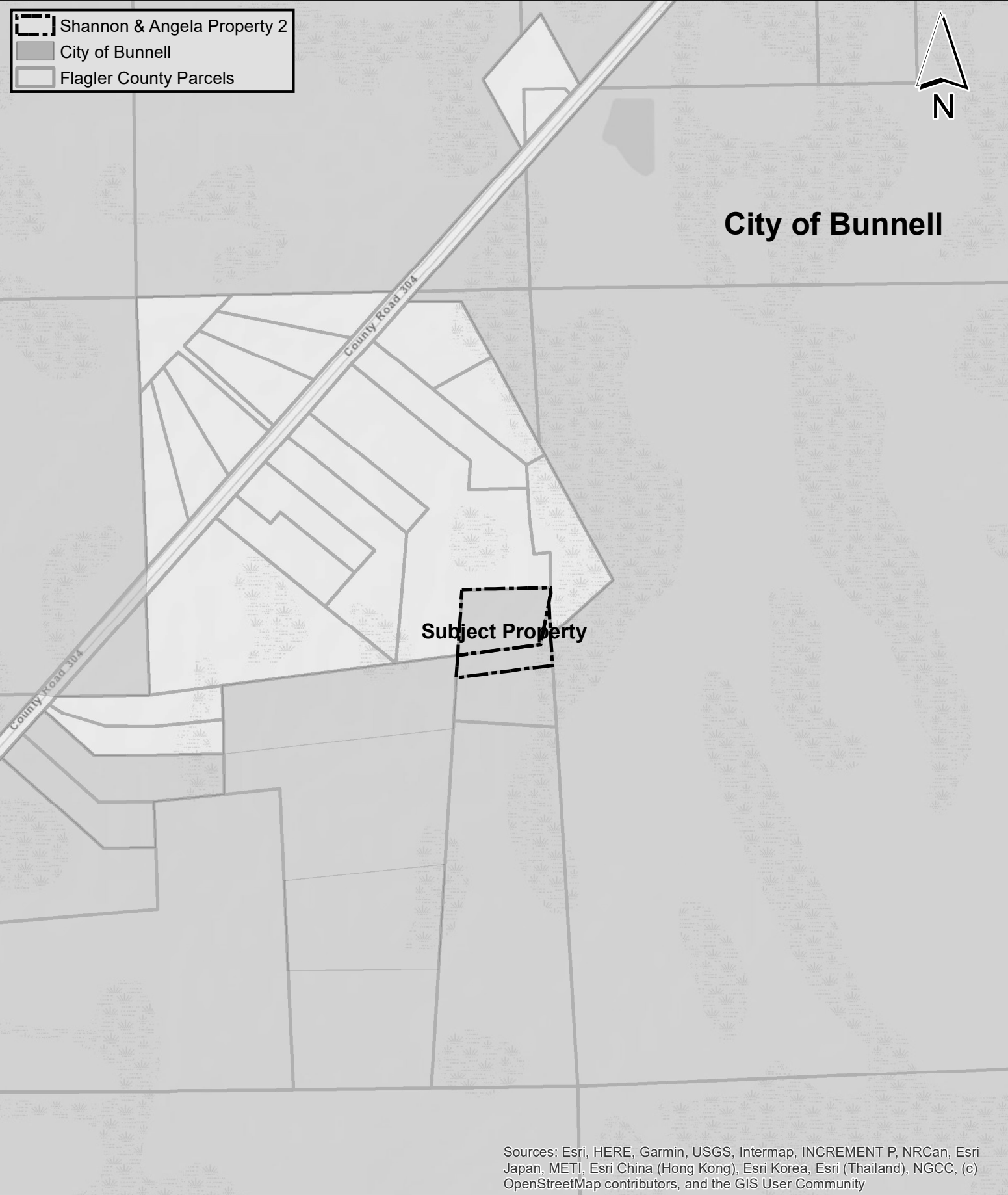
Proposed Future Land Use Designation



-  Shannon & Angela Property 2
-  City of Bunnell
-  Flagler County Parcels



City of Bunnell



Subject Property

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:

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 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Shannon & Angela Prop2 AD Map.mxd

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Shannon & Angela Property 2
Bunnell, Florida

ZEVCOHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.8.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-26 Requesting to change the official zoning map for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from Flagler County AC-Agriculture to City of Bunnell, Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Shannon & Angela Strickland No. 2 Ordinance	Ordinance
Shannon & Angela Strickland No. 2 Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting an amendment to the official zoning map to change the zoning on a 7.75± acre property from Flagler County, "AC- Agriculture" to City of Bunnell, "AG- Agriculture".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from "Agriculture and Silviculture" to "Agriculture" that is being processed concurrently with this application.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicants, Shannon and Angela Strickland, own a 7.75± acre property identified as Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027. The property is addressed as 1771 County Road 304. The applicants are requesting this rezoning to allow them to develop the property at density of up to 1 dwelling unit per acre in the future.

The property is currently zoned Flagler County "AC-Agriculture". Although annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "AC-

Agriculture" has a minimum lot size of five (5) acres.

The proposed zoning classification is City of Bunnell "Ag-Agriculture". The intent of the "Ag-Agriculture" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre.

The proposed "Ag-Agriculture" zoning is consistent with the existing pattern of surrounding development.

Staff Recommendation:

Approve Ordinance 2021-26 Requesting to change the official zoning map for 7.75± acres of land, owned by Shannon and Angela Strickland, Bearing the Parcel ID's:02-13-30-0650-000A0-0026 & 02-13-30-0650-000A0-0027 from Flagler County AC-Agriculture to City of Bunnell, Agriculture. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-26

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 7.75± ACRES, OWNED BY SHANNON AND ANGELA STRICKLAND, BEARING PARCEL ID'S: 02-13-30-0650-000A0-0026 & 02-13-30-000A0-0027 ADDRESSED AS 1771 COUNTY ROAD 304 WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, "AC- AGRICULTURE" TO CITY OF BUNNELL, "AG- AGRICULTURE"; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shannon and Angela Strickland, the owners of certain real property, which land totals approximately 7.75± acres in size located south County Road 304 and is assigned Tax Parcel Identification Numbers 02-13-30-0650-000A0-0026 and 02-13-30-0650-000A0-0027 by the Property Appraiser of Flagler County; and

WHEREAS, Shannon and Angela Strickland have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell AG- Agriculture District, zoning classification from the existing Flagler County, "AC- Agriculture" zoning classification; and

WHEREAS, the City's Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 7.75± acres in size, is located at 1771 County Road 304 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 7.75± acres in size, shall be rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “AC- Agriculture” zoning classification; and

LEGAL DESCRIPTION: : 5.37 AC BEING PARCEL 3-A DESC AS BGN NE CRNR OF SEC 2, SW 758.59'SW 652.28', SE 1021.86', SW 861.76'TO POB THENCE SW 440', NE 658.25', NE 281.90', NE 69.80', NW 34.49', SW 18.82', SW 673.01' TO POB OR 607 PG 669 OR 617 PG 545 OR 893 PG 610-RDMAN ANGELA C, AND;

2.38 AC DESC AS BGN NE CRNR SEC 2, SW 758.59', SW 652.58', SE 1021.86', SW 1301.75' TO POB THENCE SW 150', NE 658.02', NW 415.45', SW 281.80', SW 558.28' TO POB OR 607 PG 669 OR 617 PG 545 OR 893 PG 610-RDMANANGELA STRICKLAND TRUST ORD 2005-23

ADDRESS: 1771 County Road 304 in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 02-13-30-0650-000A0-0026 and 02-13-30-0650-000A0-0027

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and

amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-25.

First Reading: on this 25th day of October 2021.

Second/Final Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

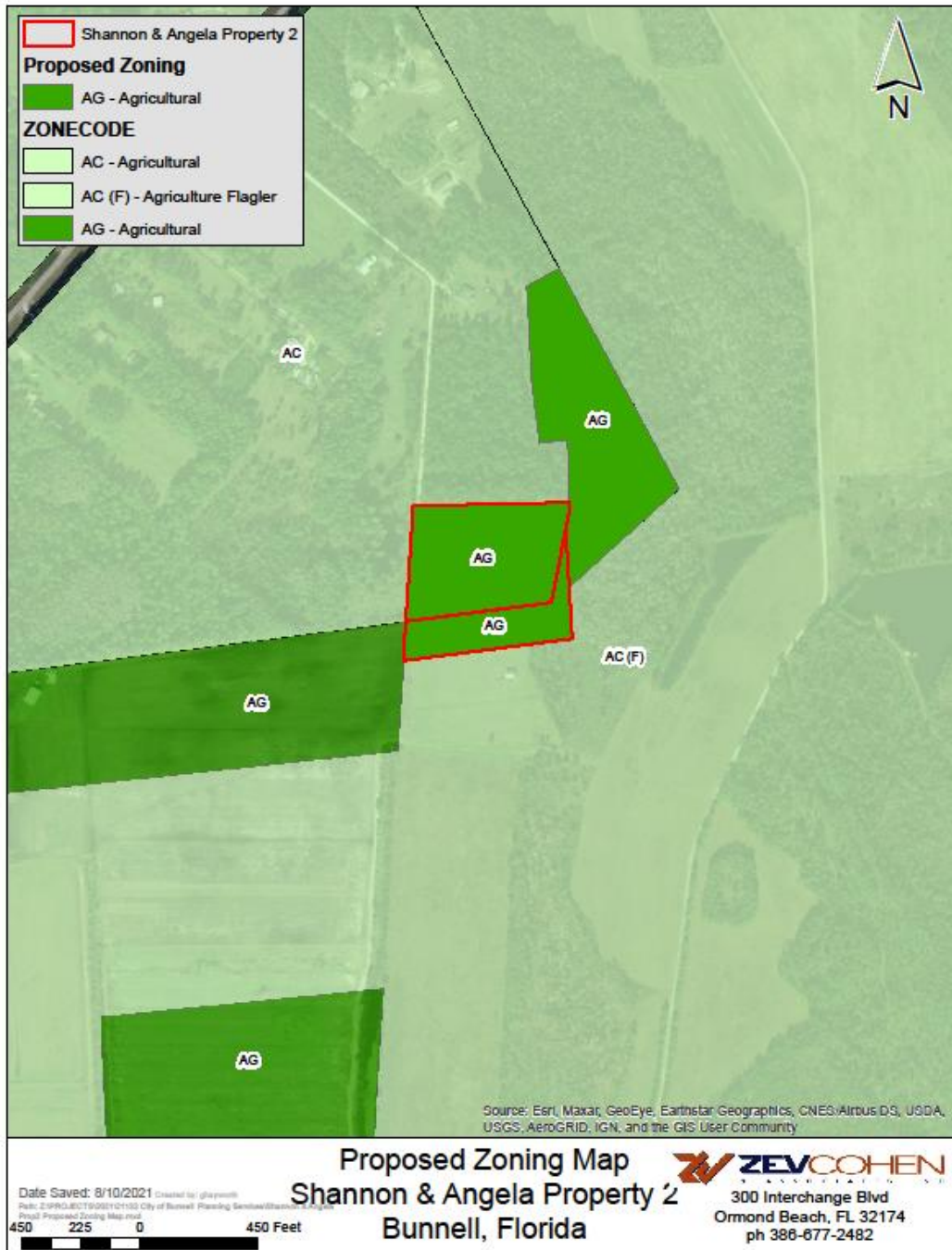
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

Kristen Bates, CMC, City Clerk

Seal:

Exhibit "A"

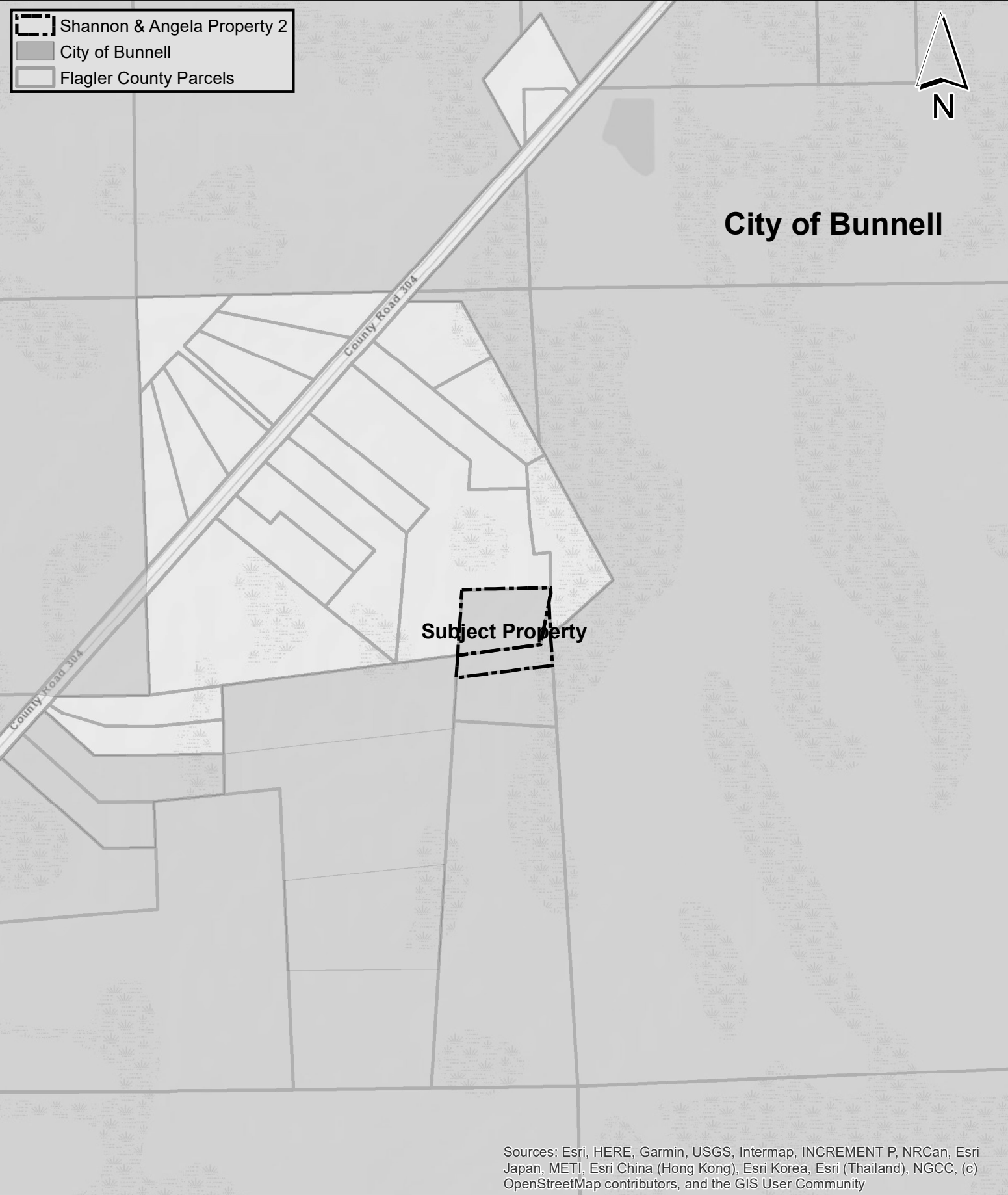
Proposed Rezoning



-  Shannon & Angela Property 2
-  City of Bunnell
-  Flagler County Parcels



City of Bunnell



Subject Property

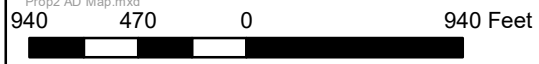
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Info:

Date Saved: 8/13/2021 Created by: ghayworth
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Shannon & Angela Prop2 AD Map.mxd

Shannon & Angela Property 2 Bunnell, Florida

ZEVCOHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482





City of Bunnell, Florida

Agenda Item No. E.9.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-29 Request to change the Future Land Use Map in the Comprehensive Plan for 10± acres of land, owned by Gator-Parks LLC, Bearing the Parcel ID:21-13-31-0650-000B0-0110 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Gator Parks Proposed FLUM Amendment Ordinance	Ordinance
Gator Parks Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 10 ± acre property from Flagler County, "Residential Low Density/Rural Estate" to City of Bunnell, "Agriculture".

There is a companion rezoning request to amend the official zoning map to change the zoning from Flagler County, "R-1, Rural Residential" to City of Bunnell, "AG- Agriculture".

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance

Background:

The applicant Gator-Parks LLC, owns a 10± acre property identified as Parcel ID:21-13-31-0650-000B0-0110. The property has not been assigned an address. It is located at the northwest corner of the intersection of Twin Lakes Road and Favoretta Road. The applicant plans to build a residence on this property in the future.

The parcel's current FLUM designation is Flagler County, "Residential Low Density/Rural Estate".

The Flagler County "Residential Low Density/Rural Estate" allows low density residential density at one (1) dwelling unit per acre.

The proposed FLUM designation is "Agriculture". The "Agriculture" land use designation was created to allow a range of agricultural and related uses, and while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre. The applicant's intended use is consistent with the rural character of the area.

If developed at the maximum allowable density in the future, the proposed FLUM designation will result in no change to number of dwelling units on the property compared to the current FLUM designation.

Staff Recommendation:

Approve Ordinance 2021-29 Request to amend the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation from Flagler County, "Residential Low Density/Rural Estate" to "Agriculture" for a 10± acre property identified as Parcel ID: 21-13-31-0650-000B0-0110. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-29

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 10± ACRES, OWNED BY GATOR PARKS LLC, BEARING PARCEL ID: 21-13-31-0650-000B0-0110, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TWIN LAKES ROAD AND FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, RESIDENTIAL LOW DENSITY/ RURAL ESTATE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 21-13-31-0650-000B0-0110, located in the City of Bunnell; and

WHEREAS, the owner of the property, Gator Parks LLC, has requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since August 23, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on September 23, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved

without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2030 Comprehensive Plan* pertaining to the subject property.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2030 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 10.00 AC BUNNELL DEV CO SUB BLK B TRACT 11 OR 1708/1013

ADDRESS: Unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 21-13-31-0650-000B0-0110

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing

amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the *City of Bunnell 2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 25th day of October 2021.

Second Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

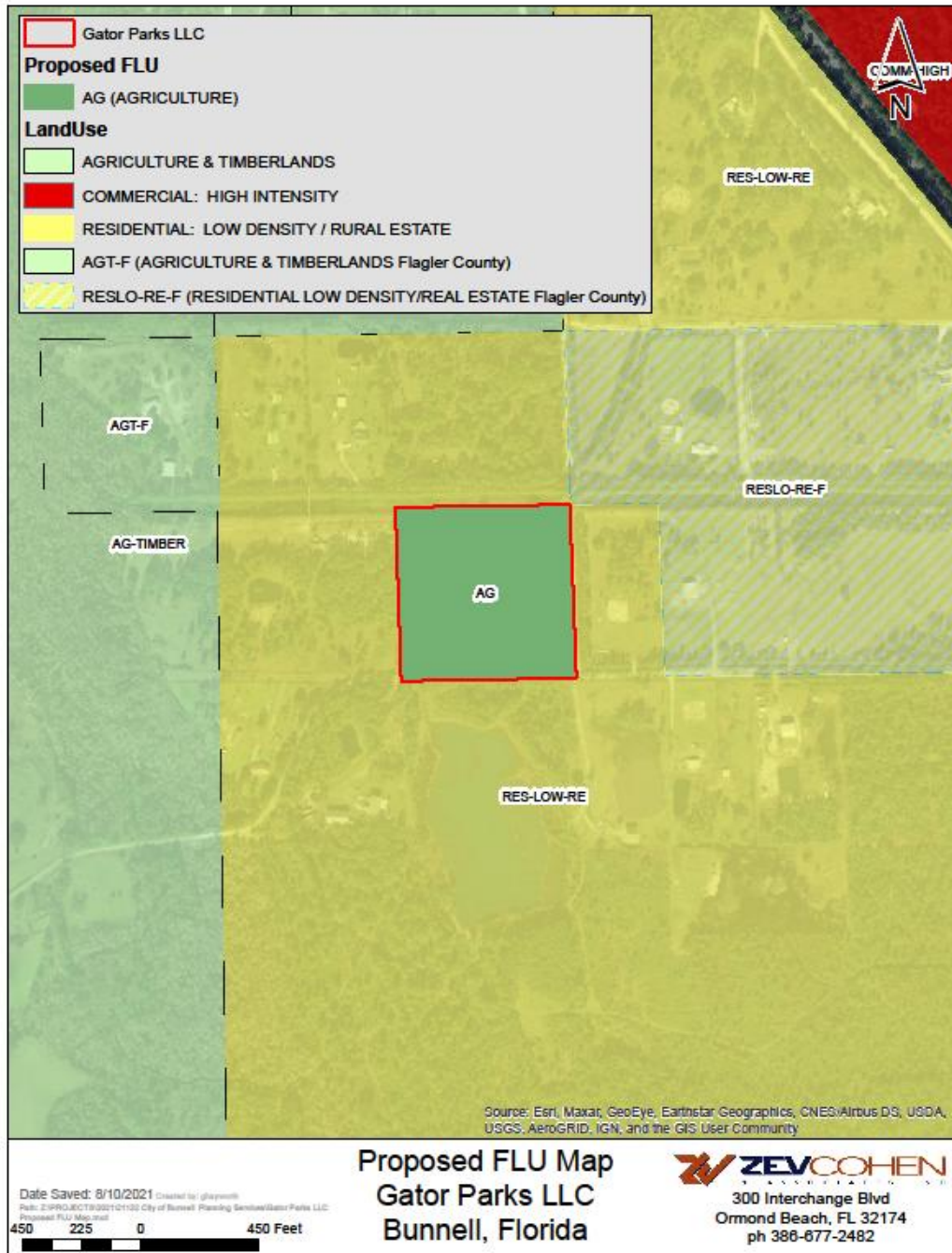
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

Kristen Bates, City Clerk, CMC

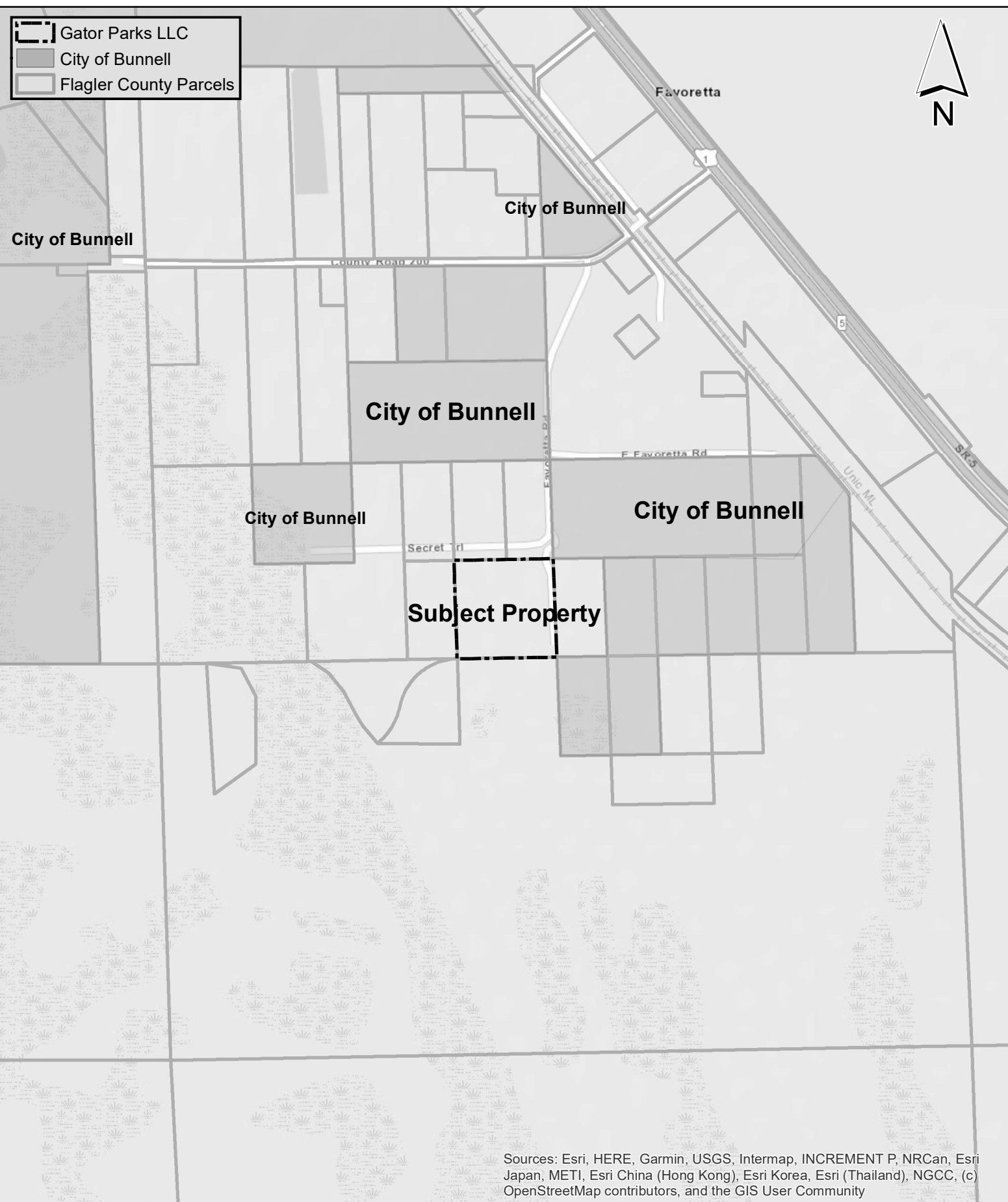
Seal:

EXHIBIT A

Proposed Future Land Use Designation



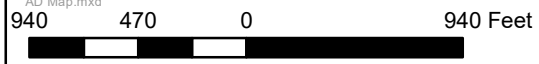
-  Gator Parks LLC
-  City of Bunnell
-  Flagler County Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:

Date Saved: 8/13/2021 Created by: ghayworth
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Gator Parks LLC
Bunnell, Florida

ZEVCOHEN
 & ASSOCIATES, INC.
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.10.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-30 Request to change the official zoning map for 10± acres of land, owned by Gator-Parks LLC , Bearing the Parcel ID's:21-13-31-0650-000B0-0110 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Gator Parks Proposed Rezoning Ordinance	Ordinance
Gator Parks Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 10± acre property from Flagler County, "R-1, Rural Residential" to City of Bunnell, "AG- Agriculture".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from Flagler County, "Residential Low Density/Rural Estate" to City of Bunnell, "Agriculture" that is being processed concurrently with this application.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicant, Gator-Parks LLC, owns a 10± acre property identified as Parcel ID:21-13-31-0650-000B0-0110. The property has not been assigned an address. It is located at the northwest corner of the intersection of Twin Lakes Road and Favoretta Road. The applicant plans to build a residence on this property in the future.

The property is currently zoned Flagler County, "R-1, Rural Residential". Although recently annexed into the City, the property did not receive a City of Bunnell zoning classification. The

Flagler County "R-1, Rural Residential has a minimum lot size of 1 acre.

The proposed zoning classification is City of Bunnell "Ag-Agriculture". The intent of the "Ag-Agriculture" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre.

The proposed "Ag-Agriculture" zoning is consistent with the existing pattern of surrounding development.

Staff Recommendation:

Approve Ordinance 2021-30 Request to change the official zoning map for 10± acres of land, owned by Gator-Parks LLC , Bearing the Parcel ID's:21-13-31-0650-000B0-0110 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-30

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 10± ACRES, OWNED BY GATOR PARKS LLC, BEARING PARCEL ID: 21-13-31-0650-000B0-0110 LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TWIN LAKES ROAD AND FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “R-1, RURAL RESIDENTIAL” TO CITY OF BUNNELL, “AG- AGRICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ashley Danielle Stover, the owner of certain real property, which land totals approximately 10± acres in size located at the northwest corner of the intersection of Twin Lakes Road and Favoretta Road and is assigned Tax Parcel Identification Number 21-13-31-0650-000B0-0110 by the Property Appraiser of Flagler County; and

WHEREAS, Gator Parks LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “R-1, Rural Residential” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 10± acres in size, is located at the northwest corner of the intersection of Twin Lakes Road and Favoretta Road in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 10± acres in size, shall be rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “R-1, Rural Residential” zoning classification; and

LEGAL DESCRIPTION: 10.00 AC BUNNELL DEV CO SUB BLK B TRACT 11 OR 1708/1013

ADDRESS: Unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 21-13-31-0650-000B0-0110

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-29.

First Reading: on this 25th day of October 2021.

Second/Final Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

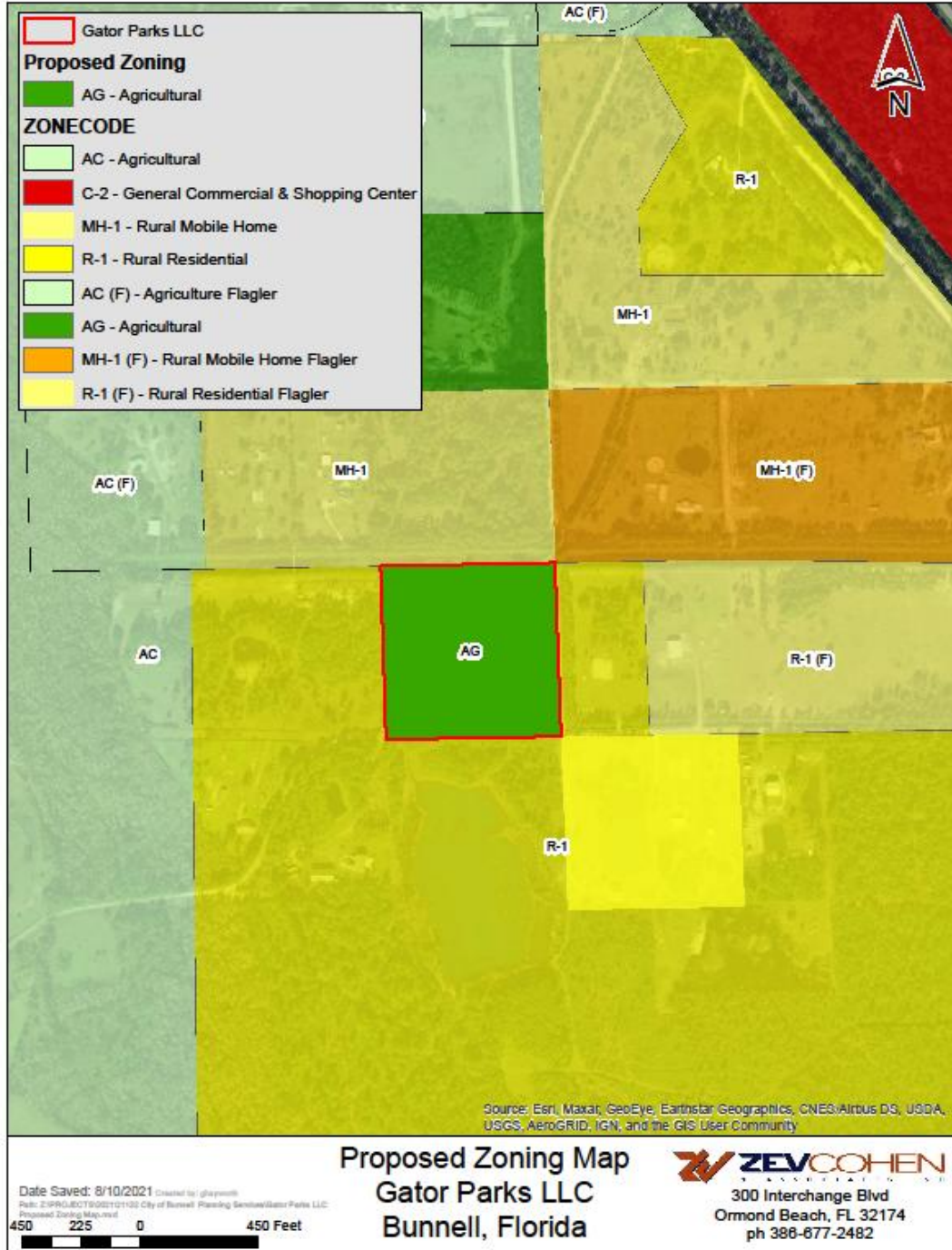
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

Kristen Bates, CMC, City Clerk

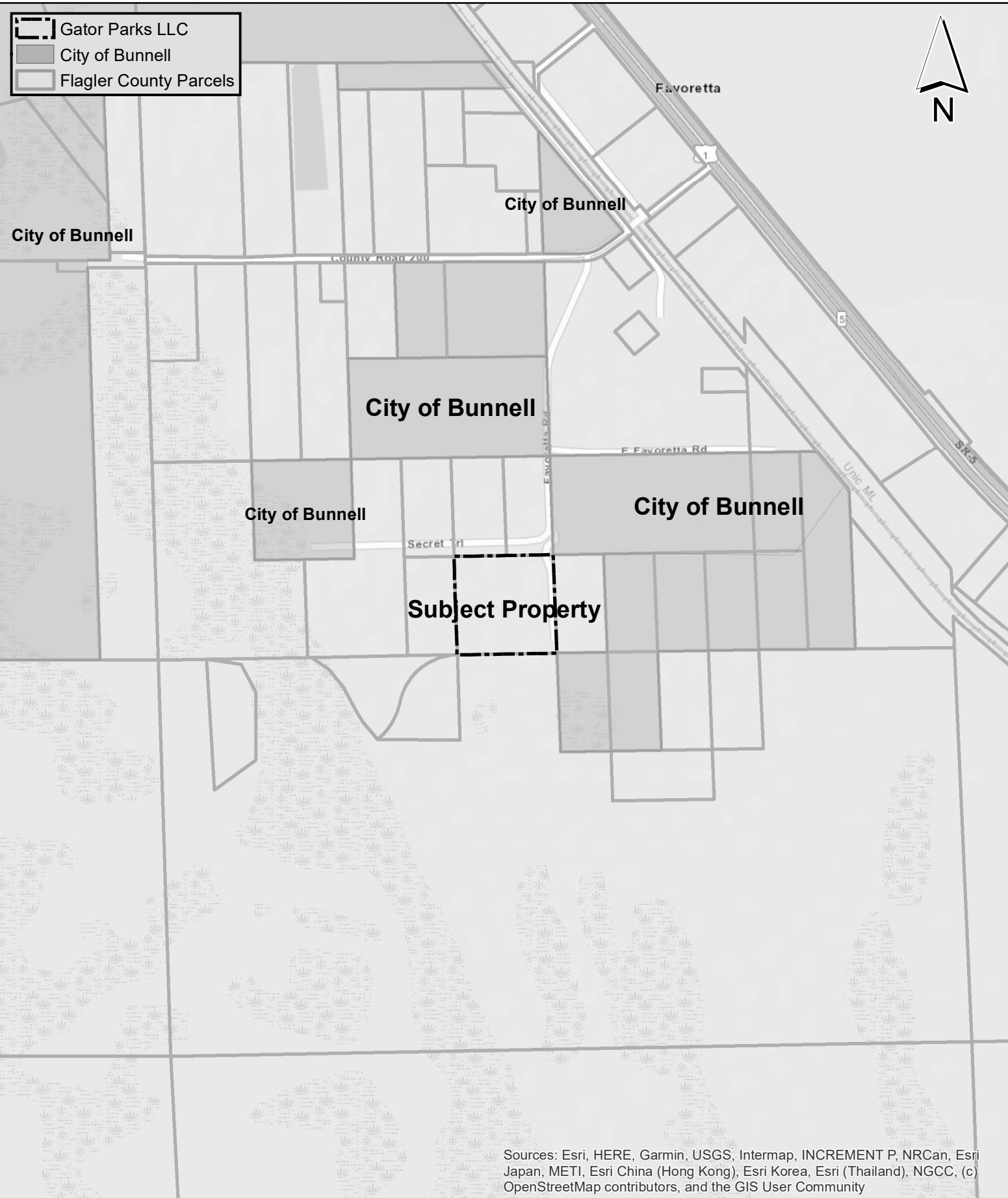
Seal:

Exhibit "A"

Proposed Zoning District



-  Gator Parks LLC
-  City of Bunnell
-  Flagler County Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:

Date Saved: 8/13/2021 Created by: ghayworth
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Gator Parks LLC
Bunnell, Florida

ZEVCOHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



City of Bunnell, Florida

Agenda Item No. E.11.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-31 Request to change the Future Land Use Map in the Comprehensive Plan for 5 ± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID: 21-13-31-0650-000A0-0081 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None

ATTACHMENTS:

Description	Type
Gallagher Proposed FLUM Amendment Ordinance	Ordinance
Gallagher Location Map	Location Map(s)

Summary/Highlights:

The applicants are requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 5 ± acre property from Flagler County, "Residential Low Density/Rural Estate" to City of Bunnell, "Agriculture".

There is a companion rezoning request to amend the official zoning map to change the zoning from Flagler County, "R-1, Rural Residential" to City of Bunnell, "AG- Agriculture".

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance

Background:

The applicants Joseph & Amber Gallagher, own a 5± acre property identified as Parcel ID: 21-13-31-0650-000A0-0081. The property is addressed as 85 E. Twin Lakes Road. It is located at the northeast corner of the intersection of Twin Lakes Road and Favoretta Road. The applicant plans to build a residence on this property in the future.

The parcel's current FLUM designation is Flagler County, "Residential Low Density/Rural Estate". The Flagler County "Residential Low Density/Rural Estate" allows low density residential density at one (1) dwelling unit per acre.

The proposed FLUM designation is "Agriculture". The "Agriculture" land use designation was created to allow a range of agricultural and related uses, and while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre. The applicant's intended use is consistent with the rural character of the area.

If developed at the maximum allowable density in the future, the proposed FLUM designation will result in no change to number of dwelling units on the property compared to the current FLUM designation.

Staff Recommendation:

Approve Ordinance 2021-31 Request to change the Future Land Use Map in the Comprehensive Plan for 5 ± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID: 21-13-31-0650-000A0-0081 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-31

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 5± ACRES, OWNED BY JOSEPH & AMBER GALLAGHER, BEARING PARCEL ID: 21-13-31-0650-000A0-0081, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TWIN LAKES ROAD AND FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, RESIDENTIAL LOW DENSITY/ RURAL ESTATE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 21-13-31-0650-000A0-0081, located in the City of Bunnell; and

WHEREAS, the owners of the property, Joseph & Amber Gallagher, have requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since August 23, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on September 23, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved

without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2030 Comprehensive Plan* pertaining to the subject property.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2030 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this *Comprehensive Plan* amendment is described as follows:

LEGAL DESCRIPTION: 5.00 ACRES BUNNELL DEV CO SUBD BEING THE W1/2 OF TRACT 8 BLK A OR 1806/1459 (ANNEXED INTO THE CITY OF BUNNELL, ORD 2021-16, OR 2549/1434)

ADDRESS: 85 E Twin Lakes Road in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 21-13-31-0650-000A0-0081

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing

amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the *City of Bunnell 2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 25th day of October 2021.

Second Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

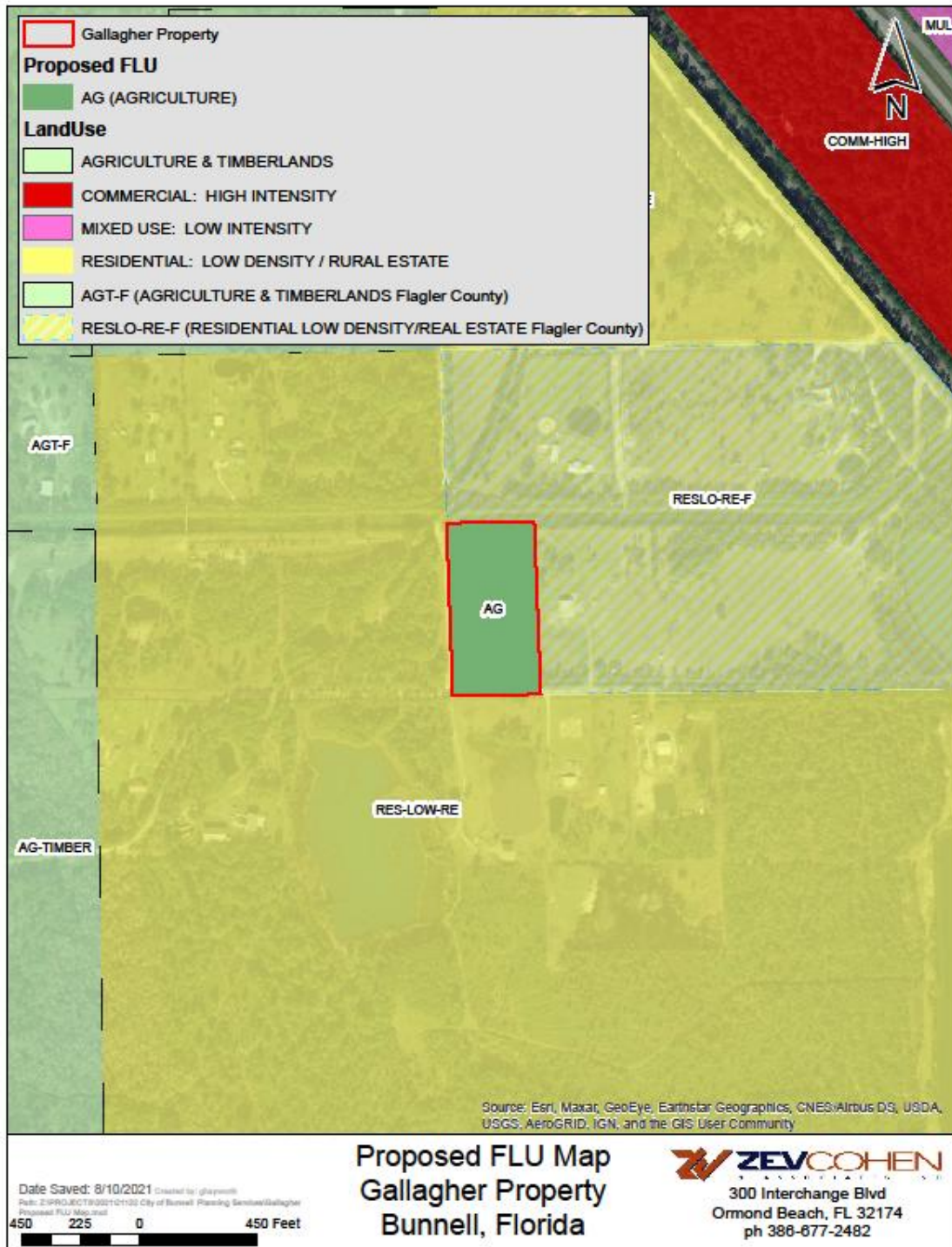
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

Kristen Bates, City Clerk, CMC

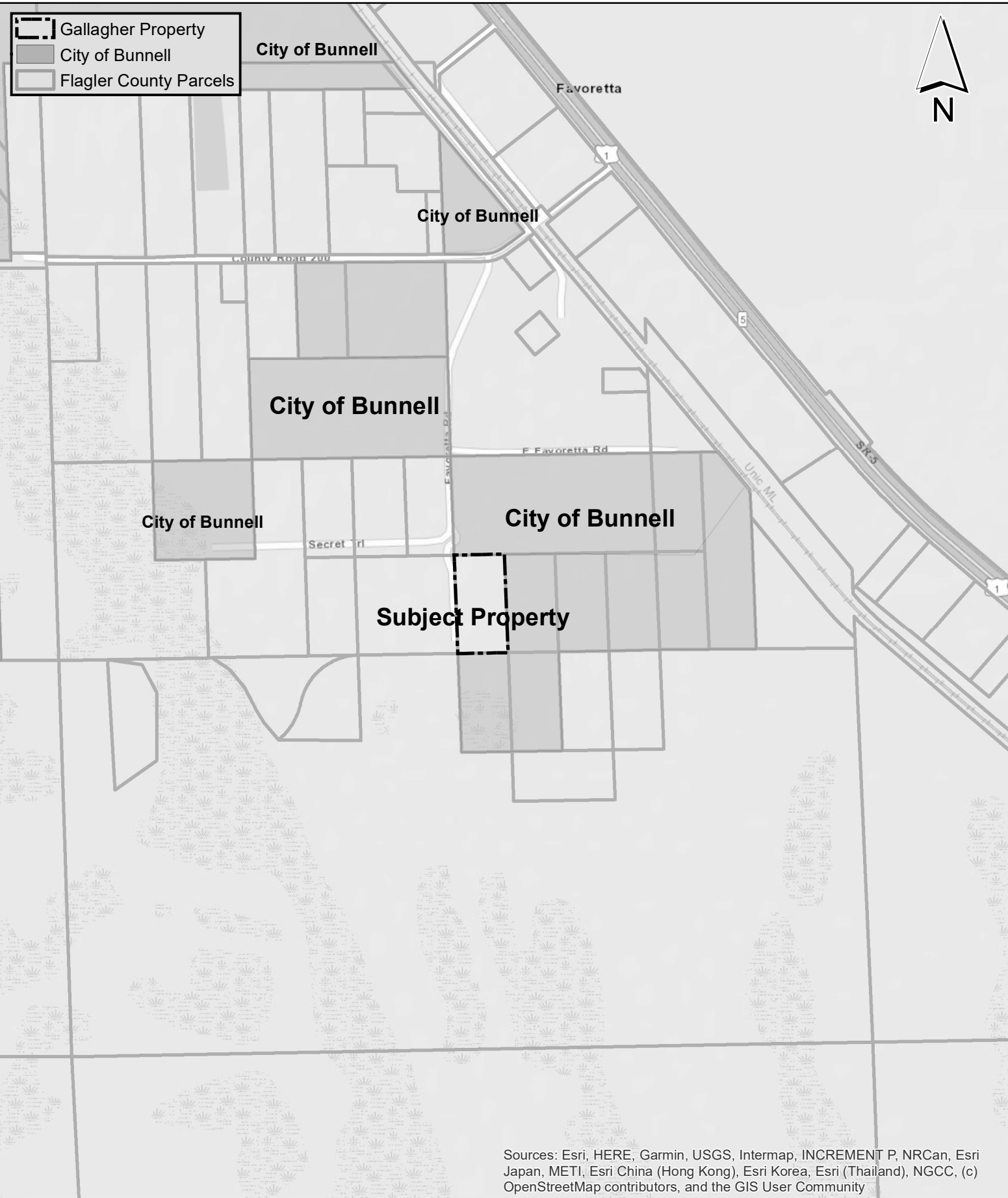
Seal:

EXHIBIT A

Proposed Future Land Use Designation



-  Gallagher Property
-  City of Bunnell
-  Flagler County Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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Gallagher Property Bunnell, Florida

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 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482





City of Bunnell, Florida

Agenda Item No. E.12.

Document Date: 9/24/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-32 Request to change the official zoning map for 5± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID's: 21-13-31-0650-000A0-0081 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Gallagher Proposed Rezoning Ordinance	Cover Memo
Gallagher Location Map	Location Map(s)

Summary/Highlights:

The applicant are requesting an amendment to the official zoning map to change the zoning on a 5± acre property from Flagler County, "R-1, Rural Residential" to City of Bunnell, "AG- Agriculture".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from Flagler County, "Residential Low Density/Rural Estate" to City of Bunnell, "Agriculture" that is being processed concurrently with this application.

The Planning, Zoning and Appeals Board heard this request at their September 23, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicants, Joseph & Amber Gallagher, own a 5± acre property identified as Parcel ID: 21-13-31-0650-000A0-0081. The property is addressed as 85 E. Twin Lakes Road. It is located at the northeast corner of the intersection of Twin Lakes Road and Favoretta Road. The applicant plans to build a residence on this property in the future.

The property is currently zoned Flagler County, "R-1, Rural Residential". Although recently annexed into the City, the property did not receive a City of Bunnell zoning classification. The Flagler County "R-1,

Rural Residential has a minimum lot size of 1 acre.

The proposed zoning classification is City of Bunnell "Ag-Agriculture". The intent of the "Ag-Agriculture" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre. The proposed "Ag-Agriculture" zoning is consistent with the existing pattern of surrounding development.

Staff Recommendation:

Approve Ordinance 2021-32 Request to change the official zoning map for 5± acres of land, owned by Joseph & Amber Gallagher, Bearing the Parcel ID's: 21-13-31-0650-000A0-0081 from Flagler County, R-1, Rural Residential to City of Bunnell, AG- Agriculture. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-32

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 5± ACRES, OWNED BY JOSEPH & AMBER GALLAGHER, BEARING PARCEL ID: 21-13-31-0650-000A0-0081 LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TWIN LAKES ROAD AND FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “R-1, RURAL RESIDENTIAL” TO CITY OF BUNNELL, “AG- AGRICULTURE”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Joseph & Amber Gallagher, the owners of certain real property, which land totals approximately 5± acres in size located at the northeast corner of the intersection of Twin Lakes Road and Favoretta Road and is assigned Tax Parcel Identification Number 21-13-31-0650-000A0-0081 by the Property Appraiser of Flagler County; and

WHEREAS, Joseph & Amber Gallagher have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “R-1, Rural Residential” zoning classification; and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on September 23, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 5± acres in size, is located at the northeast corner of the intersection of Twin Lakes Road and Favoretta Road in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 5± acres in size, shall be rezoned to the City of Bunnell AG- Agriculture zoning classification from the existing Flagler County, “R-1, Rural Residential” zoning classification; and

LEGAL DESCRIPTION: 5.00 ACRES BUNNELL DEV CO SUBD BEING THE W1/2 OF TRACT 8 BLK A OR 1806/1459 (ANNEXED INTO THE CITY OF BUNNELL, ORD 2021-16, OR 2549/1434)

ADDRESS: 85 E Twin Lakes Road in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 21-13-31-0650-000A0-0081

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be

subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-31.

First Reading: on this 25th day of October 2021.

Second/Final Reading: adopted on this _____ day of _____ 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

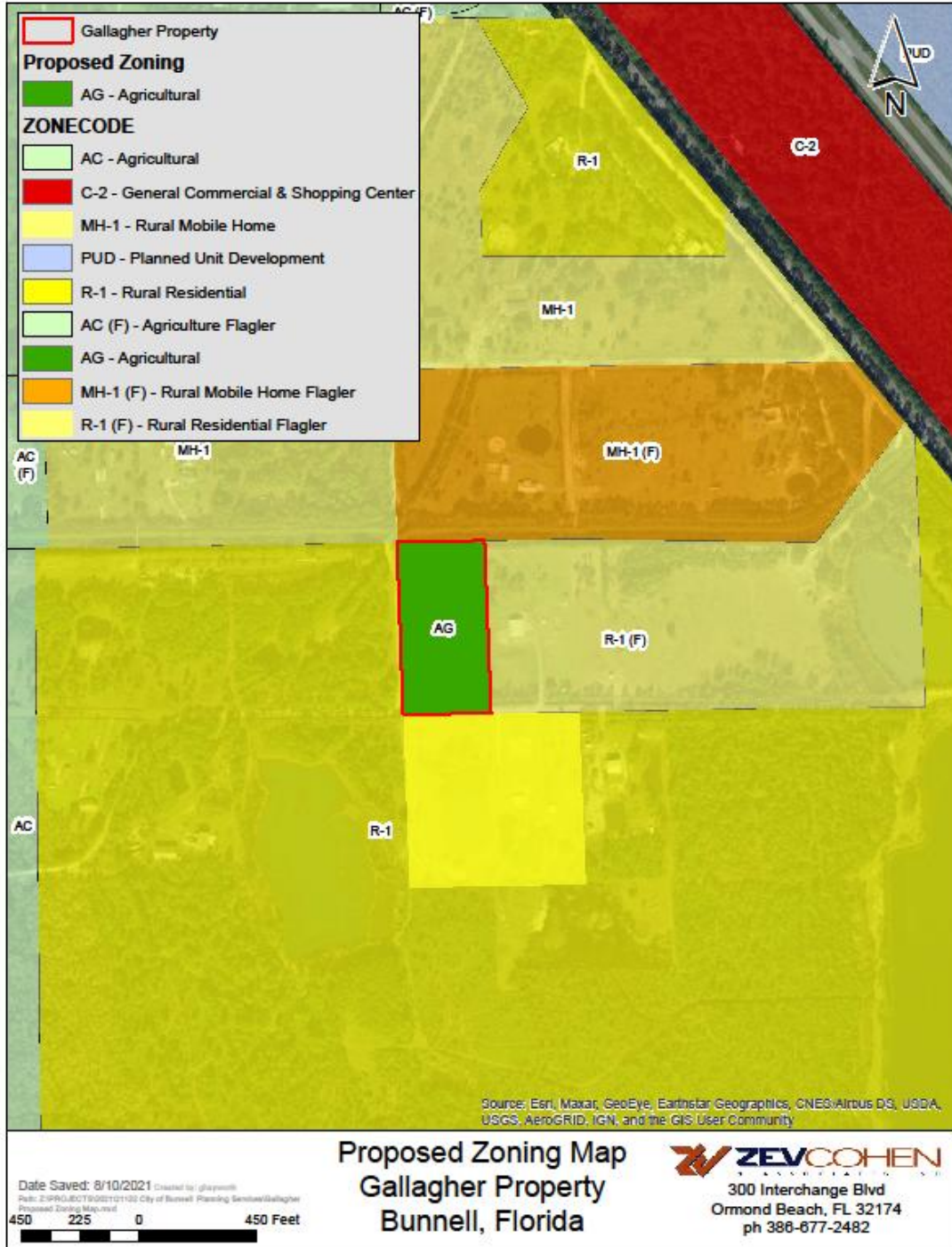
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

Kristen Bates, CMC, City Clerk

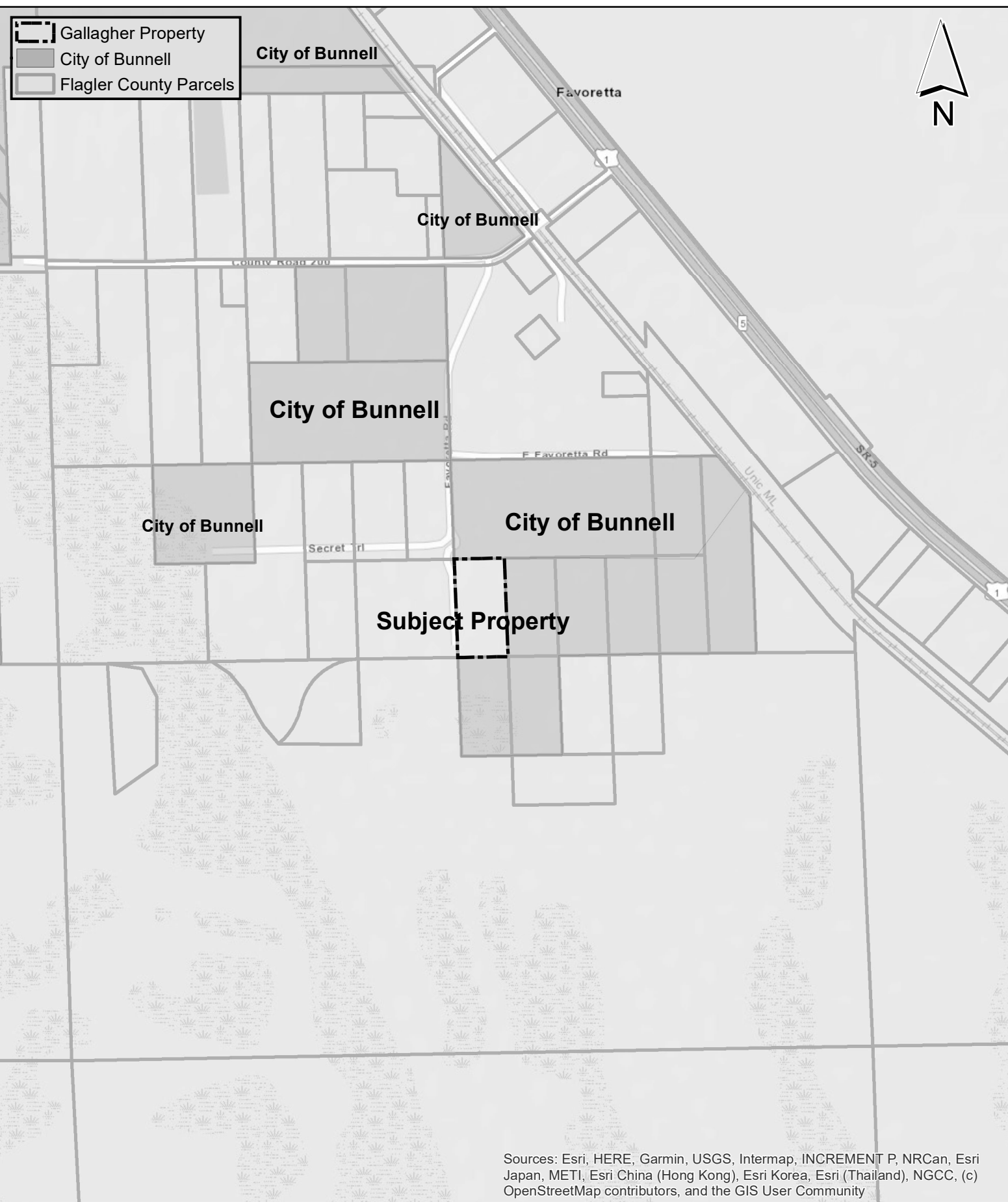
Seal:

Exhibit "A"

Proposed Zoning District



-  Gallagher Property
-  City of Bunnell
-  Flagler County Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:
 Date Saved: 8/13/2021 Created by: ghayworth
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Gallagher AD Map.mxd

Gallagher Property Bunnell, Florida

ZEVCOHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482





City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 9/30/2021 Amount: \$700,000
Department: Infrastructure Account #: 001-0538-538.6300
Subject: Request Approval for Community Development Block Grant (CDBG)
Contract Number 22DB-OP-04-28-02-N09
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
DEO CDBG H2430 Agreement #2021-19	Contract

Summary/Highlights:

This is a request to approve and digitally sign CDBG Contract Number 22DB-OP-04-28-02-N09 for the Hymon Drainage Project.

Background:

The City has been awarded a Florida Department of Economic Opportunity (DEO) CDBG to help fund the Hymon Drainage Project in the amount of \$700,000. The City has a match requirement of \$50,000 which has been approved in the FY2022 budget.

If approved, the Mayor is requested to sign electronically through DEO's DocuSign system.

Staff Recommendation:

Approve and electronically sign CDBG Contract Number 22DB-OP-04-28-02-N09 in the amount of \$700,000 for the Hymon Drainage Project.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

Subgrant Contract Number: 22DB-OP-04-28-02-N09

FLAIR Contract Number: H2430

CFDA Number: 14.228

State of Florida
Department of Economic Opportunity
Federally-Funded
Small Cities Community Development Block Grant (CDBG)
Subgrant Agreement – FFY 2019 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Bunnell, Florida, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 7 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2019 Application for Funding submitted by the Recipient on November 9, 2020.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2024, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient’s progress and verifiable

achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment A - Project Narrative;

3. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

4. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

5. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if 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 agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default.

If any of the following events occur (“Events of Default”), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient’s Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO’s Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO’s decision on the petition shall be final, subject to the Recipient’s right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may

mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Nikela Dill, Government Operations Consultant III
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8438 – Fax: (850) 922-5609

Email: Nikela.Dill@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Mary Anne Atwood, Project Manager
City of Bunnell
Post Office Box 756
Bunnell, Florida, 32110
Telephone: (386) 437-7500 - Fax: (386) 437-8253
Email: matwood@bunnellcity.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

Attachment A – Project Narrative and Deliverables
Attachment B – Project Detail Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – Category Specific Conditions for Neighborhood Revitalization
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Requirements
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
 Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.
- (f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
 4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22DB-OP-04-28-02-N09

FLAIR Contract Number: H2430

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Bunnell, Florida

Department of Economic Opportunity

By: _____ Date: _____ By: _____ Date: _____
(Authorized Signature) (Authorized Signature)

Name: Catherine Robinson Name: Meredith Ivey

Title: Mayor Title: Chief of Staff

Federal Tax ID#: 59-6000285

DUNS#: 005860016

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment A – Project Narrative and Deliverables

1. PROJECT NARRATIVE: The Recipient has been selected to participate in the Small Cities CDBG Program. The Recipient will use the Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) in CDBG Neighborhood Revitalization funds to construct flood and drainage improvements in two separate primarily residential service areas. The Recipient has committed Fifty Thousand Dollars and Zero Cents (\$50,000.00) in General Revenue Funds as leverage to pay for the cost of engineering services.

Service Area (SA) 1 – 03I Flood and Drainage: The Recipient will construct approximately 2,100 Linear Feet (LF) of flood and drainage improvements to the existing stormwater collection system in the Hymon Circle Area which currently does not adequately provide storm water drainage during significant rain events that impact the Hymon Circle Area. Currently, there are only two storm water inlets along the entire length of Hymon Circle. During significant rain events, Hymon Circle floods on a regular basis. The construction activity will include removing the existing stormwater drainage system along Hymon Circle and replacing it with a new stormwater drainage system. The new stormwater drainage system will allow Hymon Circle to drain properly even during significant storm events. The construction activity in SA 1 includes the installation of thirty-eight (38) new catch basins, underground piping, and other associated drainage improvements along the entire length of Hymon Circle. The work will be carried out between South Church Street on the southeast and East Drain Street on the northwest.

The beneficiaries for the Flood and Drainage construction activity in SA 1 are the 70 persons residing in the 29 households within SA 1. A total of 59 persons (84.29%) are considered to be Low to Moderate-Income (LMI) persons; thus the HUD LMI National Objective requirements are satisfied.

SA 2 – 03I Flood and Drainage: The Recipient will construct approximately 250 LF of flood and drainage improvements to the existing stormwater collection system's stormwater drainage outfall in SA 2 which does not adequately carry the storm water away from the community during significant rain events. Currently, the existing ditches are not large enough to drain the stormwater created in the SA 2 during significant storm events. The SA 2 construction activity will increase the capacity of the existing storm drainage system through the installation of 250 LF of 24" HDPE piping in portions of the existing storm water ditches and through the expansion of the remaining existing stormwater ditches to better handle the runoff created in SA 2. The construction activity will be carried out along South Church Street between Hymon Circle on the north and the intersection of the stormwater drainage ditch and U.S. Highway 1 on the south.

The beneficiaries for the Flood and Drainage construction activity in SA 2 are the 616 persons residing in the 247 households within SA 2. A total of 612 persons (99.35%) are considered to be LMI persons; thus the HUD LMI National Objective requirements are satisfied.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,

Attachment A – Project Narrative and Deliverables

- Prepared subgrant modification documents for the Recipient to submit to DEO,
 - Prepared the Administrative Closeout Report for submission by the Recipient,
 - Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
 - Responded to citizen complaints,
 - Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
 - Paid advertising costs of public notices and invitations to bid,
 - Paid permit fees,
 - Paid legal fees,
 - Paid invoices for environmental review activities other than advertising,
 - Paid CDBG portion of required audit,
 - Submitted requests for funds to DEO,
 - Prepared subgrant modification documents, and
 - Prepared the Administrative Closeout Report.
2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.
3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

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Attachment A – Project Narrative and Deliverables

4. DELIVERABLES: Recipient agrees to provide the following services as specified:

Deliverable No. 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Project Implementation The Recipient shall complete eligible Project Implementation tasks as detailed in Section 1 of Attachment A – Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis as detailed in Section 1, Attachment A – Project Narrative. The Recipient’s completion of tasks shall be evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable No. 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Construction The Recipient shall complete Infrastructure Construction as detailed in Section 1, Attachment A – Project Narrative.</p>	<p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of overall project as detailed in Section 1, Attachment A – Project Narrative. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
TOTAL AWARD NOT TO EXCEED: \$700,000.00		

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Attachment B – Project Detail Budget (Example)

Recipient: City of Bunnell **Modification Number:** N/A **Contract Number:** 22DB-OP-04-28-02-N09

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Construction											
Totals:											

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Recipient: City of Bunnell Activity: _____ Project Budget: _____
 Contract Number: 22DB-OP-04-28-02-N09 Date Prepared: _____ Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

Attachment D – Program and Special Conditions

- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 – Bidding Information and Contractor Eligibility;
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

Attachment D – Program and Special Conditions

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
- a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
18. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
- Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

Attachment D – Program and Special Conditions

22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment D – Program and Special Conditions

30. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

Not Applicable.

(The remainder of this page left blank intentionally.)

Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African American, or
4) American Indian or Alaskan Native,	10) Other Multi-Racial; and
5) Native Hawaiian/Pacific Islander,	11) If the head of household is Hispanic
6) American Indian or Alaskan Native and White	

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement now in effect and as may be amended from time to time, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;
- 5) Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 C.F.R. Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions

Attachment G – Civil Rights Requirements

or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website; and

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity’s size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors’ offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD’s regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that City of Bunnell shall comply with all the provisions and Federal regulations listed in this attachment.

By: _____

Date: _____

Name: Catherine Robinson

Title: Mayor

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO’s SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate “no activity”.
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient’s jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient’s fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient’s fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report** must be completed and submitted through DEO’s SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment, labor hours performed and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$700,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low and moderate-income persons residing in the Recipient’s jurisdiction.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></p>	
<p>Recipient: City of Bunnell, Florida</p>	
<p>FEIN: 59-6000285</p>	<p>Recipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 10/1/2021 Amount: \$67,945
Department: Infrastructure Account #: 001-0538-538.6300
Subject: Request approval for engineering services for permitting, design, and construction management of the Hymon Drainage Project
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Alliant Engineering Proposal	Contract

Summary/Highlights:

Request for approval of Alliant Engineering's proposal for corridor/route survey, geotechnical report, civil design preparation of plans and bid documents, and construction administration for the Hymon Circle Community and Black Branch Creek Drainage Project. Alliant Engineering has a positive work history with the City of Bunnell on previous projects and currently is established under contract for Engineering Services.

Background:

The City of Bunnell was awarded \$700,000 through the Small Cities Community Development Block Grant (CDBG) program through the Florida Department of Economic Opportunity (DEO) with a commitment of \$50,000 in local matching funds by the City.

Awarded funding is to be used for flood and drainage construction costs and grant administration. The City will use the committed matching funds to help pay for Alliant's proposed engineering services. The match overage of \$17,945 will be rolled over from remaining FY21 storm water professional services.

Staff Recommendation:

Approve the engineering services proposal from Alliant Engineering Inc. for the Hymon Drainage Project in the amount of \$67,945.

City Attorney Review:

The city has an existing continuing services agreement with this contractor, and therefore this items may be approved as is. Approved as to form and legality.

Finance Department Review/Recommendation:

Approved. The City will use the \$50,000 committed matching funds to help pay for Alliant's proposed engineering services. The match overage of \$17,945 will be rolled over from remaining FY21 storm water professional services.

City Manager Review/Recommendation:

Approved.



ALLIANT

August 27, 2021

Mr. Dustin Vost
Infrastructure Director
City of Bunnell
201 W. Moody Blvd
Bunnell, FL 32110

**RE: City of Bunnell – Hymon Circle Community & Black Branch Creek Drainage Project
Preparation of Bid Documents, Bidding Assistance, Survey & Construction Administration
Small Cities CDBG Program FFY-2019 Grant**

Dear Mr. Vost

Alliant Engineering, Inc. appreciates the opportunity to provide you with the following proposal for professional services. Our proposed scope of services includes Corridor/Route Survey, Geotechnical report, Civil design preparation of plans and bid documents, and construction administration for the Hymon Circle Community and Black Branch Creek Drainage Project in the City of Bunnell.

Project Understanding

Based on the City's successful award of the Small Cities CDBG Program FFY-2019 Grant, the City is proposing a drainage project for the Hymon Circle community. This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. The project scope also includes the clearing and widening of the main drainage canal beginning at the southwest intersection of E. Short Ave. and S. Church St. continuing in a southerly direction for approximately 3,500 feet and terminating at the City's MS4 outfall on the eastern side of US1 where Black Branch Creek crosses under US1. Finally, the existing service road will be cleared and graded to allow truck access to the canal for future maintenance by the City's Infrastructure Department. This project will increase drainage capacity for the entire southeastern quadrant of the City.

Scope of Services

Alliant shall prepare Civil Engineering Bid Documents in accordance with the City of Bunnell minimum engineering standards for construction. Our scope of services is generally described as follows:

Project Kick-Off & Mobilization:

1. Alliant shall meet with City staff to review the scope of the project.
2. Attend and participate in one neighborhood or "Town Hall" meeting to be scheduled with the residents prior to commencement of the project design.
3. Alliant shall coordinate with the Geotechnical sub-consultant and authorize the work for the Geotechnical Investigation and subsequent report.
 - a. Geotechnical Investigation and Report by ECS, Inc.

Service Fee = \$3,980.00

Corridor/Route Survey:

1. Alliant shall provide and prepare a Topographic Route Survey including all above ground features between the existing sidewalks along both sides of Hymon Circle from E. Short St. to E. Drain St. for approximately 2,000 feet of Right-of-Way. The Topographic Route Survey will also include the drainage canal beginning at the southwest intersection of E. Short Ave. and S. Church St. continuing in a southerly direction for approximately 3,500 feet and terminating at the City's MS4 outfall on the eastern side of US1 where Black Branch Creek crosses under US1. Alliant shall research and obtain as much existing as-built information to include underground utilities and conflicts.

Service Fee = \$12,970.00

Design / Preparation of Bid Documents and Bidding Assistance:

1. Prepare Bid Documents for the storm sewer flood mitigation improvements within Hymon Circle, ditch regrading and service road grading.
 - a. Paving and grading construction plans which will Plan and Profiles for Hymon Circle and the drainage canal work.
 - b. Clearing and erosion control
 - c. Construction notes and details
 - d. Project Manual
 - i. Front end bidding documents
 - ii. Advertisement for Bids
 - iii. Bid Form and
 - iv. Back end technical specifications.
2. Progress Meetings with City Staff
 - a. Alliant shall prepare and lead a total of two project review meetings at during the design phase. One or more of these meetings may continue on-site along the project route.
 - b. Alliant shall prepare bid documents to the 60% level for staff review and comments.
 - c. Based on staff comments, Alliant shall prepare 90% bid documents for staff review and comments.
 - d. Project Management and coordination with City staff
3. Preparation Engineers Estimate and Final Bid Documents

Service Fee = \$41,860.00

Bidding Assistance and Construction Administration:

1. Alliant proposes to provide bidding assistance, answer contractor questions, provide construction administration and inspections as follows:
 - a. Bidding assistance
 - b. Respond to contractor questions and issue addenda
 - c. Pre-Bid Meeting
 - d. Review bids and bid tabulation
 - e. Bid Award Meeting
 - f. Provide conformed documents
 - g. Pre-Construction Meeting
 - h. Project Coordination and/or field inspections as requested by City
 - i. Process Contractor Pay Applications
 - j. Process Contractor Change Orders
 - k. Closeout documentation and coordination between City and Contractor

- l. Final inspection
- m. As-built survey (by contractor) review and coordination

Estimated of Service Fee = \$9,135.00

Total Service Fee = \$67,945.00

Assumptions and Conditions of Proposal

1. The above engineering services will be performed as per the provisions outlined in the current City of Bunnell Continuing Engineering Services Contract Number RFQ-01-0-2018.
2. If not specifically listed, it is not anticipated that outside agency permitting is necessary since this work is considered maintenance of existing utilities for the City of Bunnell.
3. The City shall be responsible for obtaining permission to construct on any private property.
4. Services requested that are outside of the listed scope above will be provided on an hourly basis or negotiated for a separate fee.
5. Preparation of an as-built survey or record drawings will be considered an optional task or provided by the awarded Contractor.
6. Hourly work shall be provided per rates listed in our Continuing Services Contract with the City.

Thank you for requesting this proposal from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me at 904-683-8352 or by email at mdepasquale@alliant-inc.com.

Sincerely,

ALLIANT ENGINEERING, INC.

Accepted on: October 25, 2021



Marcus C. DePasquale, P.E.
Professional Engineer

Catherine D. Robinson, Mayor
City of Bunnell

cc: Mary Anne Atwood, Project Manager
Curt Wimpée, PE – Alliant Engineering



City of Bunnell, Florida

Agenda Item No.

Document Date: 10/18/2021 Amount:
Department: City Clerk Account #:
Subject: City Manager Report- September 2021
Agenda Section: Reports - City Manager

ATTACHMENTS:

Description	Type
City Manager Report- Septmber 2021	Exhibit

Summary/Highlights:

This is the City Manager's Report for events and updates for City items, projects and events that occurred in the month of September 2021

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

City Manager's Monthly Report



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

Published: October 2021

City Commission Mission Statement

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

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

Core Values

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

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

Mission Statement

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

Vision Statement

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

Due to the continued rising COVID cases, the City continues to offer hybrid Virtual City Meetings to help lessen the spread of COVID. All voting members of the board are physically present in one location and staff and/or public may be participating virtually. There is limited space for public to attend a City meeting in person.

If attending in person, masks are strongly encouraged due to the spacing in the Chambers meeting room or could be required. If you are sick or feeling ill, please do not attend a meeting in person; use the Zoom option.

Join Zoom Meeting via INTERNET CONNECTION:

<http://bunnellcity.us/meeting>

OR click the Virtual Meeting banner on the City website

www.bunnellcity.us

OR open via the Zoom App

Meeting ID: 944 464 2817

OR TO JOIN VIA TELEPHONE (AUDIO) ONLY:

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 944 464 2817

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

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

9/11 Memorial Ride



Park Updates, Facility Rentals and Garage Sale Permits

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

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



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
- Due to on-going vandalism, the bathrooms at JB King Park have been closed for safety and sanitary reasons. Once they can be restored to a useable and sanitary condition, they will be re-opened. We appreciate your understanding in this matter while we work to restore all damage.

Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department and provide a COVID/Social Distancing Plan. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year.

Information Technology

Received the hardware from the Telecom vendor. Have updated the firewalls as they requested. Had a paperwork issue initially with porting the phone numbers. That has been worked through. Right now waiting on 1 item to get cleared up. Cutover to the new system is tentatively set for October 15.

Renovations are complete on Suite 4, and it is ready to move into. Had to spend some time on support to configure the firewalls like I wanted. But it is up and running now.

The paperwork to upgrade the internet at the water plant has been submitted. The vendor has been on site. This likely will involve a FDOT permit as the fiber likely has to come off of SR 100.

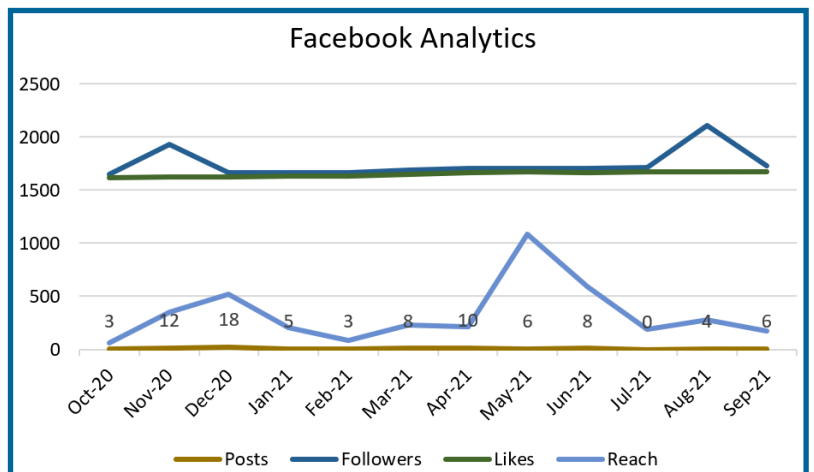
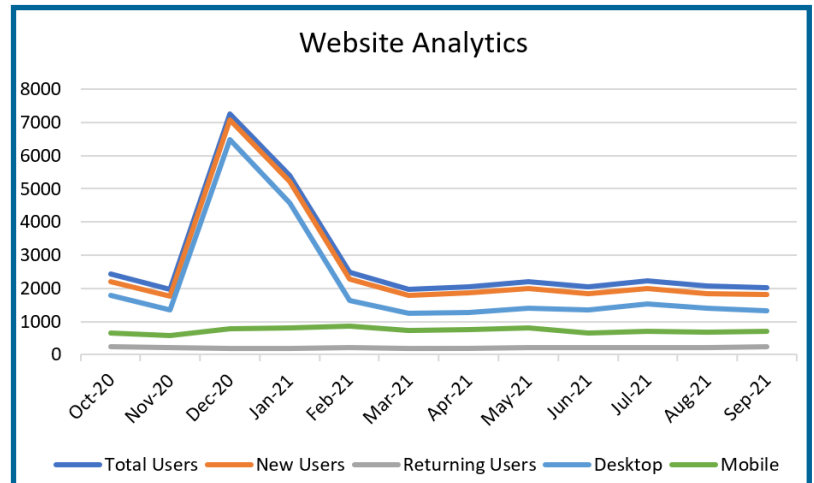
The electrical contractor has been to the plant and installed the receptacles necessary for the large UPS on the servers.

Completed some preliminary work at the plant. Essentially rebuilt the network rack that is on site to make room for the servers to be relocated.

Had to cancel the camera project for JB King park. The vendor was able to get us the recorders in time for the fiscal year, but not the cameras. Returned the recorders to the vendor and cancelled the order. Will roll these funds into Fiscal Year 21-22.

Top 10 web pages:

- | | |
|---------------------|-----------------------|
| 1. Home Page | 6. Contacts Directory |
| 2. Agendas | 7. Volunteer Boards |
| 3. Building Permits | 8. Community |
| 4. Open Positions | 9. LBTR |
| 5. Police | 10. Documents & Maps |



City Clerk Office

The City Clerk Office published agendas for all the City's Public meetings, - 2 City Commission Meetings, 1 City Commission Special Meeting, the Code Enforcement Board Meeting and the Planning Zoning and Appeals Board Meeting. The Planning, Zoning and Appeals Board Meeting was moved during the month of September to allow for required advertisement to occur and to not further delay items. The City Clerk office continues to spend a minimum of an additional 2 hours per meeting for COVID work that is done pre and post meetings.

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

- Working on continuing facility repair issues- Public Works Yard, Lake Lucille Electrical, and on-going vandalism at City parks.
- Working on getting alternate work space ready to occupy.
- Working with other departments on the RFP for the sale of the property at 201 West Moody Blvd.
- Working with the Supervisor of Elections for the 2022 Municipal Elections.
- Going through official records to get ready to destroy those eligible for destruction per State guidelines.
- Working with NEFRC for the required amendments and EAR for the City's 2030 Comprehensive Plan and consulting with City Planner on development issues within the City.

Business Tax Receipts (BTRs)

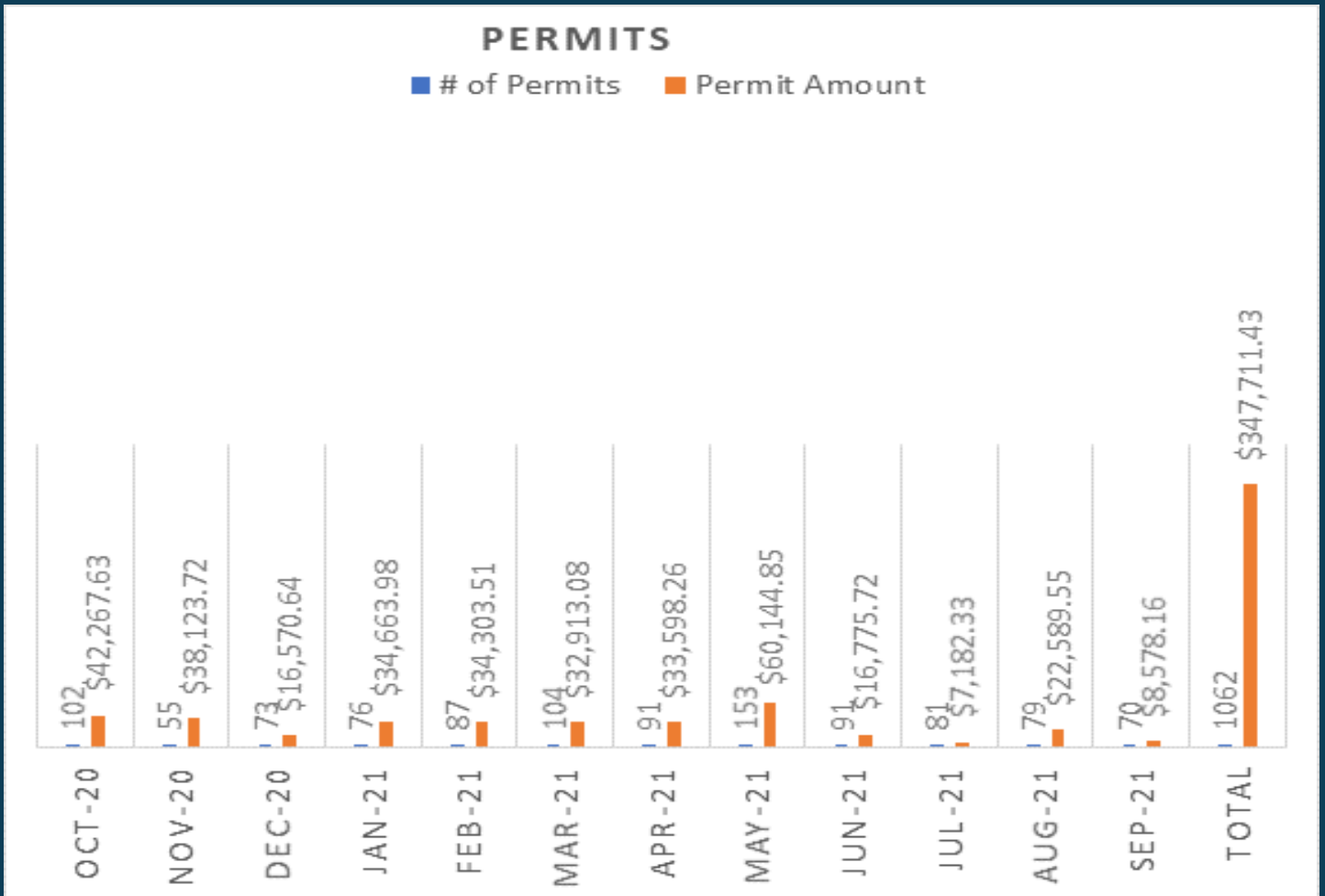
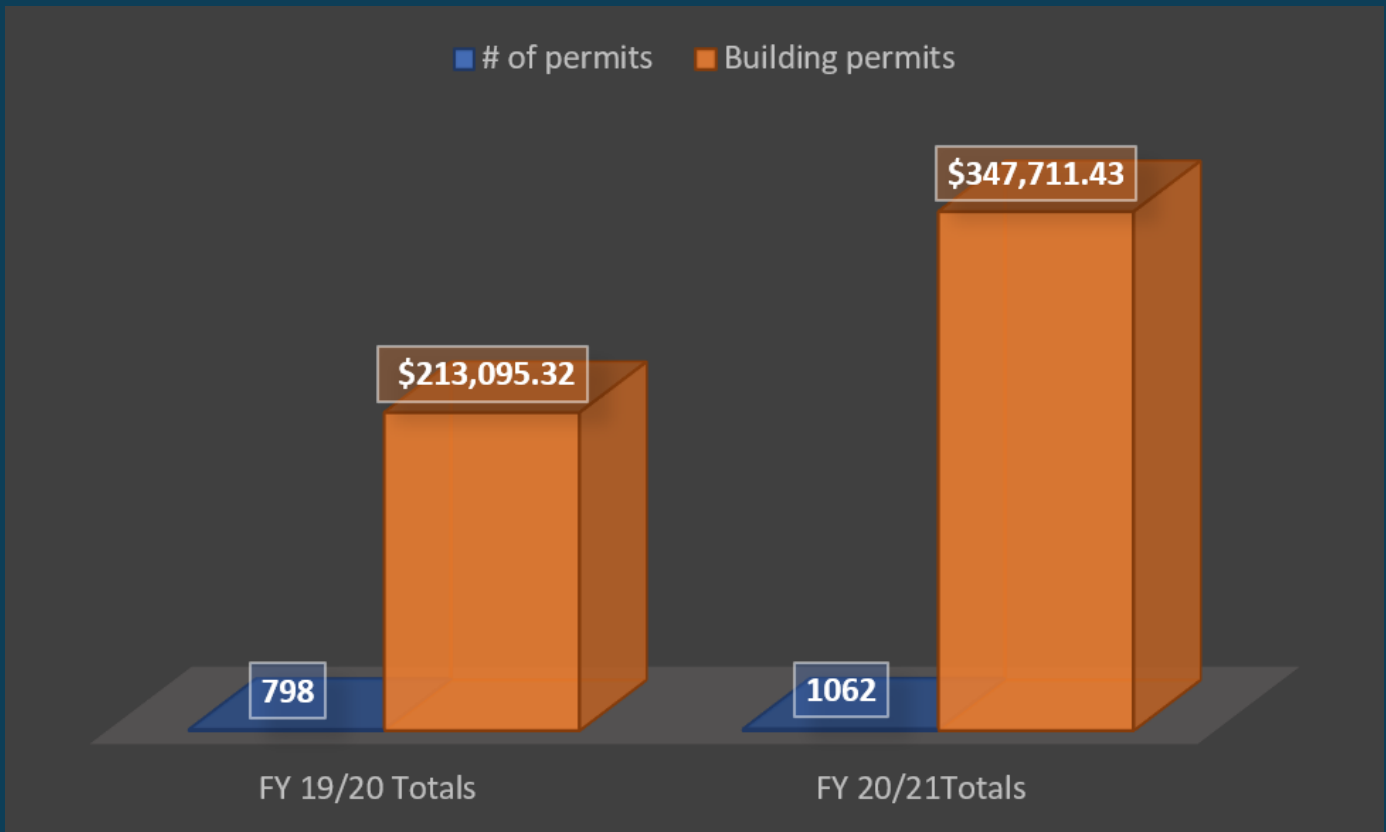
It is Business Tax Receipt (BTR) Renewal season. Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing BTR renewals. The Flagler County Tax Collector Office sent out the FY 21/22 notices or e-mails in July.

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

Over \$30,000.00 was collected in the month of September for BTR renewals.

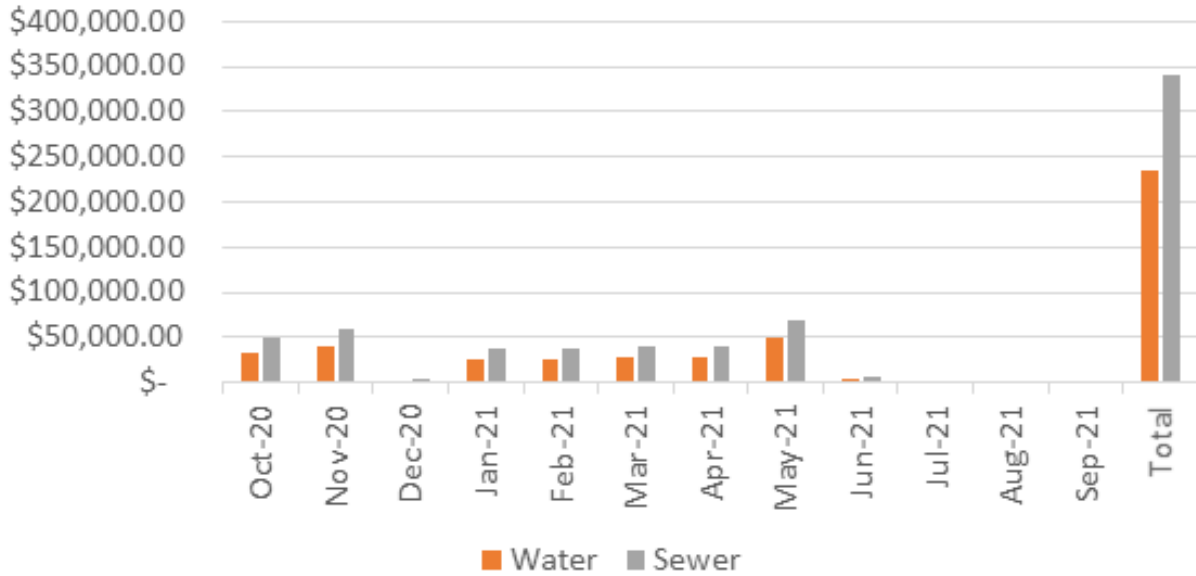
Any business who has questions about their BTR should call 386-437-7500 x 5

Community Development

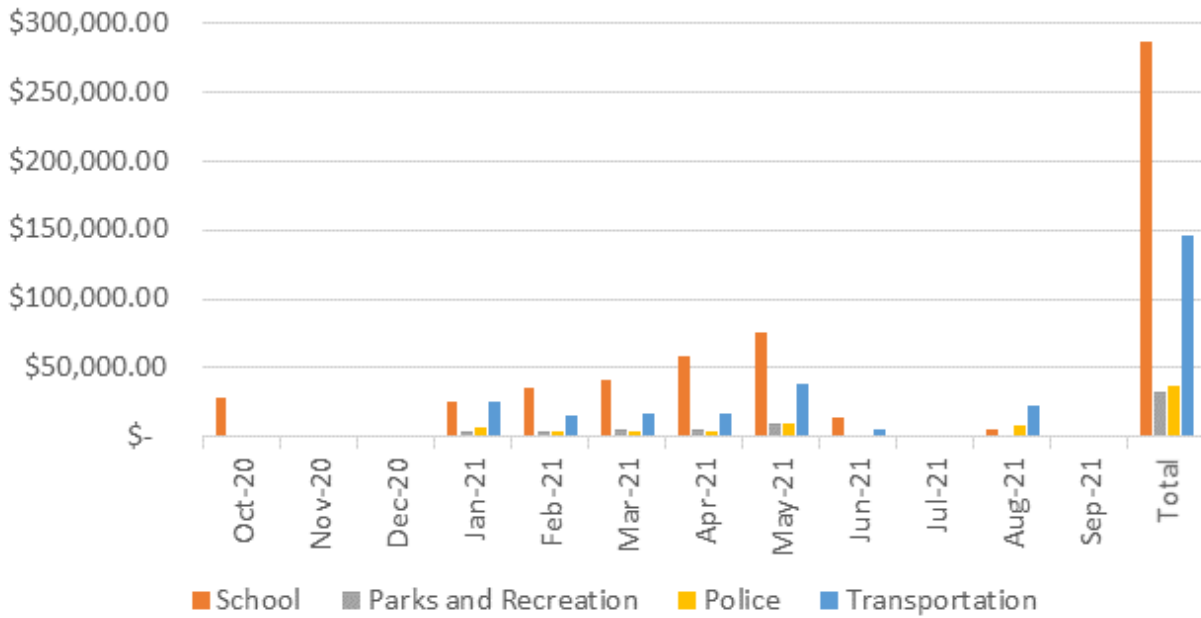


Community Development

Impact fees Water/Sewer

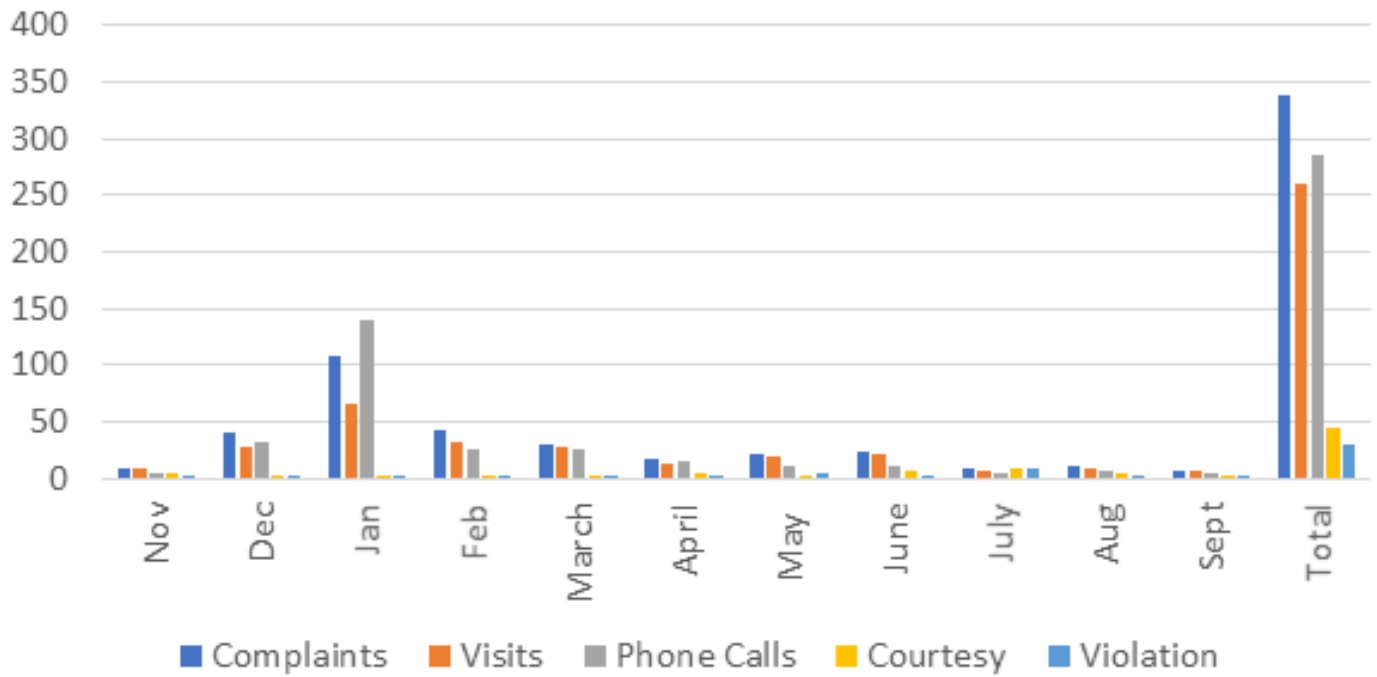


Impact Fees General Fund



Community Development

Code Enforcement



Projects

Grant Projects:	Expense	Grant Amt
<p>Community Development Block Grant (CDBG): RFP 2021-04 Grant Writing and Administrative Services bid opening and Selection Committee completed. One bid received from Fred Fox Enterprises. Award request and agreement scheduled for October 11th Commission Meeting.</p>		\$700,000
<p>Hazard Mitigation Grant Program (HMGP): Order for generators has been placed. Estimated delivery pushed to October 2021.</p>		\$138,070
<p>2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Executed agreement received from SJRWMD. Contractor proposal in process.</p>		\$500,000
Master Plan Projects:		Funding Amt
<p>WWTP Rehab/Expansion Construction Funding: USDA / SRF Loan Project plans and specs have been approved for funding.</p>		\$12,000,000
<p>Water Protection Grant Funding This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Application submitted.</p>		\$7,080,000
<p>Wastewater Treatment Plant Rehab/Expansion Design: Design complete.</p>	\$997,995	\$1,000,000

Infrastructure

Capacities WTP/WWTP

- Capacity for the WWTP in September 2021 was 71% with a total of 4.24" of rainfall. Total influent flow for the month was 12.727MG, with a Daily Average of 0.424MG
- The WTP produced 9.384MG of drinking water, with a daily production average of 0.302MG in September 2021. With our WTP putting out 9.384MG and our WWTP receiving 12.727MG, we treated 3.343MG of storm/ground water. This number is lower due to less rain fall than normal as well as the slip lining program.

Meters

- Total Billed Meters September 2021- 2,049
- Total New Meters Installed September 2021- 0

Police Department

Attended the Domestic Violence Task Force meeting with representatives from Flagler County planning for upcoming Summit.

Attended the 9/11 Remembrance "Never Forget"

Participated in the Knights of Columbus service at the Flagler pier.

Also, represented the police department at the Blue Mass at Maria del Mar Catholic Church.

September 21, 2021 during Rail Safety Week (RSW) thru September 20-26, the City of Bunnell Police Department joined with Amtrak Police and more than 600 local, state, federal and railroad law enforcement departments for "Operation Clear Track" to raise awareness and enforce railroad grade crossing and trespassing laws in 48 states across the U.S. "Operation Clear Track" is the largest single law enforcement railroad safety operation in the U.S.

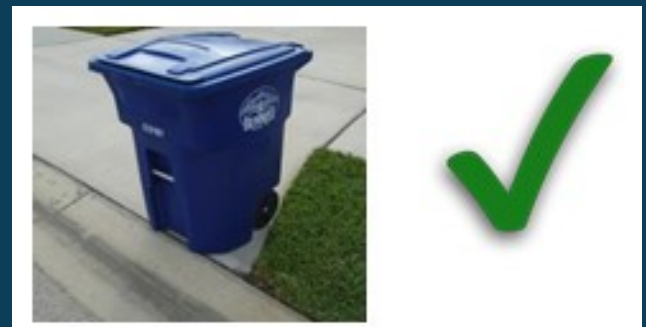


Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	122.54 Tons	9.44
Residential Recycle	29.59 Tons	2.28
Yard Waste	110 Yards	5.5
Commercial Garbage	172.85 Tons	13.3
Commercial Cardboard	22.05 Tons	1.7
Scrap Metal	0	0
Construction & Demolition and Bulk debris	27.58 Tons	7.88

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck is on your street.
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



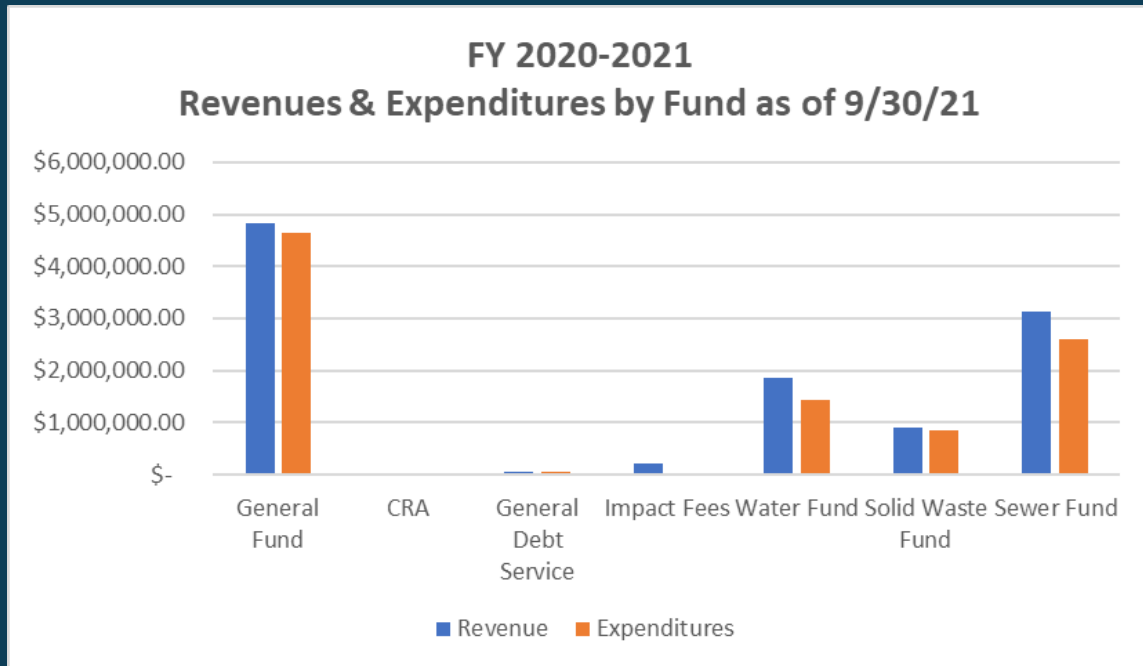
Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)

Solid Waste Fiscal Year Comparisons

	FY 18/19	FY 19/20	FY 20/21
Commercial Solid Waste	2040.30 Tons	1960.54 Tons	1995.58 Tons
Residential Solid Waste	1236.09 Tons	1380.89 Tons	1546.61 Tons
Cardboard & Recycle	451.28 Tons	585.98 Tons	623.3 Tons
Yard Waste	1322.57 Yards	1593.00 Yards	1153 Yards
Construction & Debris (C&D)	405.66 Tons	315.51 Tons	574.58 Tons
Scrap/Misc.	122.20 Tons	12.789 Tons	4.27 Tons
Yearly Total	5578.10	5848.71	5897.34

Finance Department

September was the last month of Fiscal Year 2020/2021. All transactions received have been recorded, however the Fiscal Year will remain open for 60 days as we will continue to receive FY 20/21 invoices and state revenues that will be recorded appropriately. The approved 2020/2021 budget, including amendments, totals \$19,634,555 and includes all anticipated revenues, expenditures and reserves of the city from October 1, 2020 through September 30, 2021. The chart shows year to date revenues and expenditures by fund.



General Fund – The General Fund has total revenue of \$4,819,772 while expenditures currently total \$4,649,911. The General Fund’s primary source of revenue is Ad Valorem (Property Taxes) and receipts generally occur at the end of November or beginning of December which allow for cashflow to fund expenditures for the rest of the fiscal year.

CRA Fund – The balance in the CRA Fund is \$3,638. Other than bank interest, there are no revenues or expenditures anticipated in the fund for FY 2020/2021.

General Debt Service Fund – The General Debt Service Fund accounts for the debt service payments required for the Municipal Complex. Revenues are recorded monthly and are transfers from the General Fund. Payments are made quarterly in accordance with the loan documents.

Impact Fees – This fund accounts for Law Enforcement, Parks and Recreation and Transportation Impact Fees. The Commission approved the new impact fees in August, 2020 and collection began on all building permits issued on and after November 8th, 2020. \$220,671 has been collected to date.

Water Fund – The Water Fund has total revenue of \$1,869,548. The expenditures total \$1,440,124.

Solid Waste Fund – The Solid Waste Fund has revenues of \$908,990 and expenditures of \$836,217.

Sewer Fund – The Sewer Fund has total revenue of \$3,139,430. The expenditures total \$2,609,689.