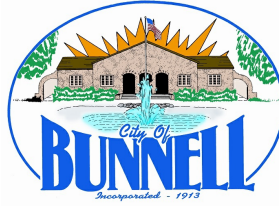


CATHERINE D. ROBINSON
MAYOR

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, April 25, 2022

State of the City

7:00 PM

1769 East Moody Boulevard (GSB),

Chambers Room

Bunnell, FL 32110

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Crime Victim Rights Week

B.2. Proclamation: National Public Safety Telecommunicators Week

B.3. Proclamation: National Therapy Animal Day

B.4. Proclamation: Playground Safety Week

B.5. Proclamation: Municipal Clerks' Week

B.6. Presentation: State of the City

C. Consent Agenda:

C.1. Approval of Warrant

a. April 25, 2022 Warrant

C.2. Approval of Minutes

a. April 11, 2022 City Commission Meeting Minutes

C.3. Business Incentive Development Agreement for Scott Mulligan

C.4. Request Approval to enter into a Lease Agreement at 604 E. Moody Blvd Unit 5

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

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business: None

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**

City Manager Report- March 2022

- **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 April 18, 2022



WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that established essential rights for victims;

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims; and

WHEREAS, incorporating communities existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime. With the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger, and hope without fear of judgment, and will feel understood, heard, and respected; and

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS, the City of Bunnell is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW, THEREFORE, I, Catherine D. Robinson as Mayor of the City of Bunnell do hereby proclaim April 24th to April 30th as Crime Victims' Rights Week in the City of Bunnell and express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Adopted this 25th day of April 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Flagler County emergency communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of Flagler County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

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 April 10 through April 16, 2022 to be "National Public Safety Telecommunicators Week" in the City of Bunnell in honor of the individuals whose diligence and professionalism keep our City, citizens and businesses safe and encourage everyone to recognize the important role these often unseen professionals provide.

Adopted this 25th day of April 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



WHEREAS, There are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

WHEREAS, Pet Partners has designated April 30 as National Therapy Animal Day; and

WHEREAS, Pet Partners therapy animal teams in Flagler County play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, Pet Partners therapy animal teams make millions of visits per year in settings such as hospitals, nursing homes, schools and hospice; and

WHEREAS, Pet Partners therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students facing literacy challenges, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need.

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 April 30, 2022 as "National Therapy Animal Day," encourage all citizens to celebrate therapy animals and their human handlers and express gratitude for the acts of service performed by the therapy animal teams in our community and communities across the nation.

Adopted this 25th day of April 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



Whereas, The safety and well-being of Florida's children is of critical importance on both the state and local levels; and

Whereas, On average, there is one playground-related emergency room visit every 2.5 minutes and more than 200,000 children in the United States are injured on playgrounds annually; and

Whereas, As Spring and Summer months approach, children spend more time outdoors, meaning playground injuries are likely to occur more often; and

Whereas, Parents, guardians, caretakers and those entrusted with the well-fare of children are encouraged to take precaution and be vigilant while supervising children to keep them safe and injury free while visiting parks; and

Whereas, The National Program for Playground Safety (NPPS) is committee to reducing the frequency of playground injuries by providing information on proper supervision, age appropriate equipment, materials to soften falls and equipment maintenance to help keep children safe.

***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 recognize the week of April 25th to April 29th 2022 as Playground Safety Week in the City of Bunnell.*

Adopted this 25th day of April 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



Professional Municipal Clerk Week

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk,

***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 recognize the week of May 1st through May 7th 2022 as Professional Municipal Clerks Weeks and further extend appreciation to our Clerk, Deputy Clerk and to all municipal clerks across the nation for the vital services they perform and their dedication to the communities they represent.*

Adopted this 25th day of April 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 4/25/2022

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07541 - 4.25.22 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|--|------------|--|------------------------------------|-------------------|-----------------|
| Vendor: 4C's Trucking & Excavation, Inc. | | | | | |
| | 04/04/2022 | 4C's Trucking & Excavation, Inc. | Shell for Road Repair | 001-0541-541.5300 | 1,415.40 |
| | 04/06/2022 | 4C's Trucking & Excavation, Inc. | Shell for Road Repair | 001-0541-541.5300 | 502.71 |
| | | Vendor 4C's Trucking & Excavation, Inc. Total: | | | 1,918.11 |
| Vendor: Advance Stores Company, Incorporated | | | | | |
| | 04/13/2022 | Advance Stores Company, Inco... | Fuel Filter | 402-0534-534.4620 | 82.03 |
| | | Vendor Advance Stores Company, Incorporated Total: | | | 82.03 |
| Vendor: Advanced Environmental Laboratories, Inc. | | | | | |
| | 04/01/2022 | Advanced Environmental Labo... | Water Testing March 2022 | 404-0535-535.3400 | 1,389.30 |
| | | Vendor Advanced Environmental Laboratories, Inc. Total: | | | 1,389.30 |
| Vendor: Bunnell Auto Supply, Inc. | | | | | |
| | 04/12/2022 | Bunnell Auto Supply, Inc. | LED Strobe Ambar | 001-0541-541.4620 | 80.00 |
| | 04/13/2022 | Bunnell Auto Supply, Inc. | Lights / Terminals | 402-0534-534.4620 | 51.98 |
| | 04/04/2022 | Bunnell Auto Supply, Inc. | Hose & Fittings | 402-0534-534.4620 | 27.27 |
| | 04/04/2022 | Bunnell Auto Supply, Inc. | 20 Gallons Hydraulic Fluid | 402-0534-534.5200 | 319.96 |
| | 04/06/2022 | Bunnell Auto Supply, Inc. | 5G Hyd Fluid / Mercon | 402-0534-534.4620 | 414.94 |
| | | Vendor Bunnell Auto Supply, Inc. Total: | | | 894.15 |
| Vendor: Charter Communications Holdings LLC | | | | | |
| | 03/27/2022 | Charter Communications Hold... | 200 Tolman St April 2022 | 404-0535-535.4100 | 110.90 |
| | 04/02/2022 | Charter Communications Hold... | 200 S Church St Apr 2022 | 001-0572-572.4100 | 162.12 |
| | | Vendor Charter Communications Holdings LLC Total: | | | 273.02 |
| Vendor: Charter Communications | | | | | |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0511-511.4100 | 24.21 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0512-512.4100 | 74.64 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0513-513.4100 | 82.85 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0516-516.4100 | 9.61 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0521-521.4100 | 81.85 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0524-524.4100 | 48.03 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 001-0541-541.4100 | 9.59 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 401-0533-533.4100 | 9.61 |
| | 04/01/2022 | Charter Communications | 201 W Moody Blvd Internet Ap.. | 404-0535-535.4100 | 9.61 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0511-511.4100 | 75.73 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0512-512.4100 | 229.18 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0513-513.4100 | 288.91 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0516-516.4100 | 35.36 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0521-521.4100 | 287.91 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0524-524.4100 | 176.82 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 001-0541-541.4100 | 35.35 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 401-0533-533.4100 | 35.36 |
| | 04/01/2022 | Charter Communications | 100 Utility St - (Jan/Mar/Apr 2... | 404-0535-535.4100 | 35.38 |
| | | Vendor Charter Communications Total: | | | 1,550.00 |
| Vendor: Crown Shredding LLC | | | | | |
| | 04/08/2022 | Crown Shredding LLC | 201 W Moody - 649 lbs | 001-0512-512.3400 | 38.94 |
| | | Vendor Crown Shredding LLC Total: | | | 38.94 |
| Vendor: DG Hardware, Inc. | | | | | |
| | 03/03/2022 | DG Hardware, Inc. | Fastners | 402-0534-534.4620 | 25.92 |
| | 03/30/2022 | DG Hardware, Inc. | 2 - 8Pk Battery Alkaline | 001-0541-541.5200 | 32.38 |
| | 04/12/2022 | DG Hardware, Inc. | Low Voltage Bracket | 402-0534-534.4620 | 4.68 |
| | 04/13/2022 | DG Hardware, Inc. | Fasteners | 404-0535-535.4640 | 6.05 |
| | 04/07/2022 | DG Hardware, Inc. | 48" Cultivator 4-Tine Rake | 404-0535-535.5265 | 27.52 |
| | | Vendor DG Hardware, Inc. Total: | | | 96.55 |

Expense Approval Register

Packet: APPKT07541 - 4.25.22 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|------------|------------------------------------|-----------------------------------|-------------------|-------------------|
| Vendor: Dr Townsend & Associates, PA | | | | | |
| | 12/21/2021 | Dr Townsend & Associates, PA | Reissue APA000842 | 001-0521-521.3400 | 300.00 |
| Vendor Dr Townsend & Associates, PA Total: | | | | | 300.00 |
| Vendor: Environmental Land Services of Flagler County, Inc | | | | | |
| | 04/01/2022 | Environmental Land Services of.. | Solid Waste Dumping 3/25/22... | 402-0534-534.3400 | 4,165.69 |
| | 04/15/2022 | Environmental Land Services of.. | Solid Waste Dumping - 4/8 to ... | 402-0534-534.3400 | 4,542.94 |
| | 04/08/2022 | Environmental Land Services of.. | Solid Waste Dumping 4/1-4/7/... | 402-0534-534.3400 | 4,860.28 |
| Vendor Environmental Land Services of Flagler County, Inc Total: | | | | | 13,568.91 |
| Vendor: Ferguson US Holdings, Inc | | | | | |
| | 04/04/2022 | Ferguson US Holdings, Inc | 32 OZ PURP PRMR/CLNR | 401-0533-533.5205 | 129.37 |
| | 04/04/2022 | Ferguson US Holdings, Inc | 32 OZ PVC BLUE RAIN R SHINE... | 401-0533-533.5205 | 164.30 |
| | 04/04/2022 | Ferguson US Holdings, Inc | 32 OZ PURP PRMR/CLNR | 404-0535-535.5200 | 129.38 |
| | 04/04/2022 | Ferguson US Holdings, Inc | 32 OZ PVC BLUE RAIN R SHINE... | 404-0535-535.5200 | 164.30 |
| Vendor Ferguson US Holdings, Inc Total: | | | | | 587.35 |
| Vendor: Ferguson Waterworks #3650 | | | | | |
| | 03/30/2022 | Ferguson Waterworks #3650 | REG-E-CODER R900i GAL 2 T -1... | 401-0533-533.5264 | 175.00 |
| | 03/30/2022 | Ferguson Waterworks #3650 | REG-E-CODER R900i GAL 2 T -1... | 404-0535-535.5264 | 175.00 |
| Vendor Ferguson Waterworks #3650 Total: | | | | | 350.00 |
| Vendor: Flagler County Clerk of Courts | | | | | |
| | 04/08/2022 | Flagler County Clerk of Courts | Ordinance Recordings 2022-09... | 001-0512-512.3300 | 132.00 |
| Vendor Flagler County Clerk of Courts Total: | | | | | 132.00 |
| Vendor: FLAGLER COUNTY SCHOOL BOARD | | | | | |
| | 04/11/2022 | FLAGLER COUNTY SCHOOL BO... | School Board Impact Fees Jan... | 001-2081100 | 183,596.12 |
| Vendor FLAGLER COUNTY SCHOOL BOARD Total: | | | | | 183,596.12 |
| Vendor: Flagler County Sheriff's Office | | | | | |
| | 04/07/2022 | Flagler County Sheriff's Office | May 2022 - Major Case Det 4/... | 001-0521-521.3400 | 10,010.44 |
| Vendor Flagler County Sheriff's Office Total: | | | | | 10,010.44 |
| Vendor: Flagler County Supervisor of Elections | | | | | |
| | 03/08/2022 | Flagler County Supervisor of El... | 2022 Election Billing | 001-0512-512.4901 | 8,445.43 |
| Vendor Flagler County Supervisor of Elections Total: | | | | | 8,445.43 |
| Vendor: Flagler Humane Society | | | | | |
| | 04/12/2022 | Flagler Humane Society | Animal Control/Sheltering Mar... | 001-0562-562.3402 | 2,052.00 |
| Vendor Flagler Humane Society Total: | | | | | 2,052.00 |
| Vendor: Hawkins Inc | | | | | |
| | 04/07/2022 | Hawkins Inc | Ultra-Chlor - 675 Gal | 404-0535-535.5200 | 810.00 |
| Vendor Hawkins Inc Total: | | | | | 810.00 |
| Vendor: HD Supply Facilities Maintenance Ltd | | | | | |
| | 01/28/2022 | HD Supply Facilities Maintena... | 30-Day CLX Total Chlorine Rea... | 404-0535-535.5200 | 662.93 |
| | 02/28/2022 | HD Supply Facilities Maintena... | 30-Day CLX Free/Total Chlorine.. | 404-0535-535.5200 | -410.06 |
| | 02/04/2022 | HD Supply Facilities Maintena... | IntelliCAL Conductivity Probe/... | 401-0533-533.5264 | 587.15 |
| | 04/11/2022 | HD Supply Facilities Maintena... | Lab Supplies for WWTP | 404-0535-535.5200 | 711.81 |
| | 04/07/2022 | HD Supply Facilities Maintena... | Nalgene Settleometer Jar & Lid | 404-0535-535.5200 | 205.00 |
| Vendor HD Supply Facilities Maintenance Ltd Total: | | | | | 1,756.83 |
| Vendor: Language Line Services Inc | | | | | |
| | 03/31/2022 | Language Line Services Inc | Translation Services Mar 2022 | 001-0512-512.4100 | 27.55 |
| Vendor Language Line Services Inc Total: | | | | | 27.55 |
| Vendor: Lowe's Companies, Inc | | | | | |
| | 04/07/2022 | Lowe's Companies, Inc | 6FT Step Ladder | 402-0534-534.5265 | 75.99 |
| Vendor Lowe's Companies, Inc Total: | | | | | 75.99 |
| Vendor: MacData LLC | | | | | |
| | 02/15/2022 | MacData LLC | Brannon - Background Check | 001-0521-521.4900 | 30.00 |
| | 04/15/2022 | MacData LLC | Reed - Background Check | 001-0513-513.4900 | 40.00 |
| Vendor MacData LLC Total: | | | | | 70.00 |

Expense Approval Register

Packet: APPKT07541 - 4.25.22 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|--|------------|----------------------------------|-----------------------------------|-------------------|-----------------|
| Vendor: McGrath RentCorp and Subsidiaries | | | | | |
| | 02/25/2022 | McGrath RentCorp and Subsid... | 24 Month Rent Lease 2/25/22... | 001-0519-519.4400 | 1,885.70 |
| Vendor McGrath RentCorp and Subsidiaries Total: | | | | | 1,885.70 |
| Vendor: McNeill Signs Inc | | | | | |
| | 04/14/2022 | McNeill Signs Inc | Replace Municipal Park Sign - ... | 001-0572-572.5310 | 495.64 |
| Vendor McNeill Signs Inc Total: | | | | | 495.64 |
| Vendor: Michael Leo Dove | | | | | |
| | 04/13/2022 | Michael Leo Dove | Inspections 3/24-4/11/22 | 001-0524-524.3401 | 2,015.00 |
| Vendor Michael Leo Dove Total: | | | | | 2,015.00 |
| Vendor: National Playground Construction, LLC | | | | | |
| | 04/11/2022 | National Playground Construct... | Municipal Park Equipment Mo... | 001-0572-572.4900 | 5,178.50 |
| Vendor National Playground Construction, LLC Total: | | | | | 5,178.50 |
| Vendor: Newsom Oil Company | | | | | |
| | 04/07/2022 | Newsom Oil Company | 55 Gal Hydraulic Oil | 402-0534-534.5200 | 502.50 |
| Vendor Newsom Oil Company Total: | | | | | 502.50 |
| Vendor: NextEra Energy Inc | | | | | |
| | 03/31/2022 | NextEra Energy Inc | 02735-15254 March 2022 | 001-0519-519.4300 | 45.96 |
| | 03/31/2022 | NextEra Energy Inc | 06115-08987 March 2022 | 404-0535-535.4300 | 36.31 |
| | 03/31/2022 | NextEra Energy Inc | 08456-32520 March 2022 | 001-0519-519.4300 | 14.31 |
| | 03/31/2022 | NextEra Energy Inc | 16455-03937 March 2022 | 001-0541-541.4300 | 382.24 |
| | 03/31/2022 | NextEra Energy Inc | 16525-04919 March 2022 | 404-0535-535.4300 | 6,734.77 |
| | 03/31/2022 | NextEra Energy Inc | 16885-09957 March 2022 | 404-0535-535.4300 | 36.53 |
| | 03/31/2022 | NextEra Energy Inc | 27076-01973 March 2022 | 404-0535-535.4300 | 25.61 |
| | 03/31/2022 | NextEra Energy Inc | 27516-03917 March 2022 | 404-0535-535.4300 | 92.75 |
| | 03/31/2022 | NextEra Energy Inc | 47802-16398 March 2022 | 001-0519-519.4300 | 659.39 |
| | 03/31/2022 | NextEra Energy Inc | 50935-93118 March 2022 | 001-0519-519.4300 | 15.19 |
| | 03/31/2022 | NextEra Energy Inc | 51926-14112 March 2022 | 001-0519-519.4300 | 34.45 |
| | 03/31/2022 | NextEra Energy Inc | 56661-53118 March 2022 | 001-0519-519.4300 | 176.14 |
| | 04/01/2022 | NextEra Energy Inc | 37390-07957 March 2022 | 001-0541-541.4300 | 3,337.14 |
| | 04/01/2022 | NextEra Energy Inc | 37400-05982 March 2022 | 001-0541-541.4300 | 194.64 |
| | 04/04/2022 | NextEra Energy Inc | 47533-10046 March 2022 | 404-0535-535.4300 | 41.25 |
| | 04/05/2022 | NextEra Energy Inc | 09445-94365 March 2022 | 404-0535-535.4300 | 17.67 |
| | 04/05/2022 | NextEra Energy Inc | 23515-07823 March 2022 | 401-0533-533.4300 | 15.23 |
| | 04/06/2022 | NextEra Energy Inc | 01235-95431 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 01408-42220 March 2022 | 404-0535-535.4300 | 67.19 |
| | 04/06/2022 | NextEra Energy Inc | 05365-06116 March 2022 | 404-0535-535.4300 | 24.01 |
| | 04/06/2022 | NextEra Energy Inc | 08857-07703 March 2022 | 401-0533-533.4300 | 3,809.07 |
| | 04/06/2022 | NextEra Energy Inc | 14322-90094 March 2022 | 001-0572-572.4300 | 1,207.66 |
| | 04/06/2022 | NextEra Energy Inc | 19639-02331 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 24515-76322 March 2022 | 001-0572-572.4300 | 31.09 |
| | 04/06/2022 | NextEra Energy Inc | 25840-57588 March 2022 | 001-0541-541.4300 | 13.09 |
| | 04/06/2022 | NextEra Energy Inc | 26391-00821 March 2022 | 404-0535-535.4300 | 28.24 |
| | 04/06/2022 | NextEra Energy Inc | 28635-95142 March 2022 | 001-0572-572.4300 | 127.26 |
| | 04/06/2022 | NextEra Energy Inc | 29732-82177 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 34080-03816 March 2022 | 404-0535-535.4300 | 128.36 |
| | 04/06/2022 | NextEra Energy Inc | 38244-16469 March 2022 | 404-0535-535.4300 | 281.46 |
| | 04/06/2022 | NextEra Energy Inc | 39472-13538 March 2022 | 404-0535-535.4300 | 37.66 |
| | 04/06/2022 | NextEra Energy Inc | 48483-68421 March 2022 | 001-0519-519.4300 | 103.04 |
| | 04/06/2022 | NextEra Energy Inc | 56811-06810 March 2022 | 001-0541-541.4300 | 196.62 |
| | 04/06/2022 | NextEra Energy Inc | 56821-04848 March 2022 | 001-0541-541.4300 | 26.40 |
| | 04/06/2022 | NextEra Energy Inc | 56831-02874 March 2022 | 001-0541-541.4300 | 79.18 |
| | 04/06/2022 | NextEra Energy Inc | 59268-64496 March 2022 | 401-0533-533.4300 | 91.90 |
| | 04/06/2022 | NextEra Energy Inc | 60520-97182 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 66101-01831 March 2022 | 001-0572-572.4300 | 143.64 |
| | 04/06/2022 | NextEra Energy Inc | 66311-06884 March 2022 | 001-0541-541.4300 | 31.46 |
| | 04/06/2022 | NextEra Energy Inc | 67468-67586 March 2022 | 001-0541-541.4300 | 13.09 |
| | 04/06/2022 | NextEra Energy Inc | 68117-21478 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 76171-09884 March 2022 | 404-0535-535.4300 | 92.75 |
| | 04/06/2022 | NextEra Energy Inc | 79034-46115 March 2022 | 001-0521-521.4300 | 12.02 |

Expense Approval Register

Packet: APPKT07541 - 4.25.22 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|------------|---|----------------------------------|-------------------|------------------|
| | 04/06/2022 | NextEra Energy Inc | 82864-01883 March 2022 | 404-0535-535.4300 | 106.03 |
| | 04/06/2022 | NextEra Energy Inc | 93326-99348 March 2022 | 001-0521-521.4300 | 12.02 |
| | 04/06/2022 | NextEra Energy Inc | 95527-02467 March 2022 | 404-0535-535.4300 | 62.60 |
| | 04/06/2022 | NextEra Energy Inc | 99040-97517 March 2022 | 001-0519-519.4300 | 77.50 |
| | | Vendor NextEra Energy Inc | | Total: | 18,723.02 |
| Vendor: Nextran | | | | | |
| | 03/18/2022 | Nextran | Window Repair Parts | 402-0534-534.4620 | 862.21 |
| | 04/04/2022 | Nextran | Elbows | 402-0534-534.4620 | 53.53 |
| | | Vendor Nextran Total: | | | 915.74 |
| Vendor: North America Fire Equipment Co Inc | | | | | |
| | 03/21/2022 | North America Fire Equipment... | Uniform Shirts | 001-0521-521.5220 | 106.00 |
| | | Vendor North America Fire Equipment Co Inc Total: | | | 106.00 |
| Vendor: Preferred Governmental Insurance Trust | | | | | |
| | 04/01/2022 | Preferred Governmental Insur... | PGIT W/C April 2022 Installme... | 001-2182000 | 3,440.33 |
| | 05/01/2022 | Preferred Governmental Insur... | PGIT W/C May 2022 Installme... | 001-2182000 | 3,440.33 |
| | | Vendor Preferred Governmental Insurance Trust Total: | | | 6,880.66 |
| Vendor: Rayco Funding & Development, Inc | | | | | |
| | 03/29/2022 | Rayco Funding & Development... | Liquid Sludge Hauling | 404-0535-535.3400 | 9,744.00 |
| | 04/12/2022 | Rayco Funding & Development... | Dewatering Box Cleaning | 404-0535-535.3400 | 1,575.00 |
| | 04/04/2022 | Rayco Funding & Development... | Dewatering Box Maintenance | 404-0535-535.3400 | 1,575.00 |
| | | Vendor Rayco Funding & Development, Inc | | Total: | 12,894.00 |
| Vendor: Ring Power Corporation | | | | | |
| | 03/25/2022 | Ring Power Corporation | Element/Filters/Seal-O-Ring/G... | 001-0541-541.4640 | 180.14 |
| | | Vendor Ring Power Corporation | | Total: | 180.14 |
| Vendor: SHI International Corp | | | | | |
| | 03/24/2022 | SHI International Corp | BeyondTrust Software Subscri... | 001-0516-516.5230 | 1,922.68 |
| | 03/31/2022 | SHI International Corp | Tripp Lite SmartRack SR18UB | 001-0519-519.5264 | 834.00 |
| | | Vendor SHI International Corp | | Total: | 2,756.68 |
| Vendor: Staples Inc | | | | | |
| | 03/14/2022 | Staples Inc | DX42108-01 Overage Chrg 2/1... | 001-0512-512.3400 | 79.27 |
| | 03/14/2022 | Staples Inc | DX42108-01 Overage Chrg 2/1... | 001-0513-513.3400 | 21.54 |
| | 03/14/2022 | Staples Inc | DX42108-01 Overage Chrg 2/1... | 001-0521-521.3400 | 84.56 |
| | 03/14/2022 | Staples Inc | DX42108-01 Overage Chrg 2/1... | 001-0524-524.3400 | 43.66 |
| | | Vendor Staples Inc Total: | | | 229.03 |
| Vendor: Sun Country Termite & Pest Control | | | | | |
| | 04/06/2022 | Sun Country Termite & Pest C... | 604 E moody Blvd 6 4/4/22 | 001-0519-519.3401 | 25.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 1769 E Moody Blvd 14 3/22/22 | 001-0519-519.3401 | 50.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 604 E Moody Blvd 4 4/4/22 | 001-0519-519.3401 | 25.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 1769 E Moody Blvd 14 4/4/22 | 001-0519-519.3401 | 50.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 100 Utility Dr 6/15/21 | 401-0533-533.3401 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 300 Tolman St 1/20/22 | 001-0541-541.3400 | 40.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 300 Tolman St 2/4/22 | 001-0541-541.3400 | 40.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 300 Tolman St 4/4/22 | 001-0541-541.3400 | 40.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 100 Utility Dr 1/20/22 | 401-0533-533.3401 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 100 Utility Dr 2/4/22 | 401-0533-533.3401 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 100 Utility Dr 4/4/22 | 401-0533-533.3401 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 200 Tolman St 1/20/22 | 404-0535-535.3400 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 200 Tolman St 2/4/22 | 404-0535-535.3400 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 200 Tolman St 4/4/22 | 404-0535-535.3400 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 405 E Drain St 4/4/22 | 001-0572-572.3400 | 30.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 200 S Church St 4/4/22 | 001-0572-572.3400 | 37.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 300 Citrus St 4/4/22 | 001-0572-572.3400 | 40.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | 401 E Court St 4/4/22 | 001-0572-572.3400 | 75.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | Football Field (Carver) 4/4/22 | 001-0572-572.3400 | 75.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | Heritage Park 4/4/22 | 001-0572-572.3400 | 25.00 |
| | 04/06/2022 | Sun Country Termite & Pest C... | Jackson Park 4/4/22 | 001-0572-572.3400 | 30.00 |
| | | Vendor Sun Country Termite & Pest Control Total: | | | 792.00 |

Expense Approval Register

Packet: APPKT07541 - 4.25.22 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|------------|------------------------------------|---|-------------------|-------------------|
| Vendor: Tara A. Fisher | | | | | |
| | 04/17/2022 | Tara A. Fisher | 2022 AC Maintenance for all Ci... | 001-0572-572.4600 | 2,930.00 |
| | 04/06/2022 | Tara A. Fisher | HVAC Repair Coquina City Hall | 001-0572-572.4610 | 514.80 |
| | | | Vendor Tara A. Fisher Total: | | 3,444.80 |
| Vendor: Trailco Group, Inc | | | | | |
| | 04/17/2022 | Trailco Group, Inc | 604-6 May 2022 Rent/Trash | 001-0519-519.4400 | 840.00 |
| | 04/17/2022 | Trailco Group, Inc | 604-4 May 2022 Rent/Trash | 001-0519-519.4400 | 840.00 |
| | | | Vendor Trailco Group, Inc Total: | | 1,680.00 |
| Vendor: Tyler Technologies | | | | | |
| | 03/31/2022 | Tyler Technologies | Insite Transaction Fees / Notifi... | 401-0533-533.4900 | 1,465.82 |
| | 03/31/2022 | Tyler Technologies | Insite Transaction Fees / Notifi... | 402-0534-534.4900 | 1,466.26 |
| | 03/31/2022 | Tyler Technologies | Insite Transaction Fees / Notifi... | 404-0535-535.4900 | 1,465.82 |
| | | | Vendor Tyler Technologies | Total: | 4,397.90 |
| Vendor: UniFirst Corporation | | | | | |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 404-0535-535.5220 | 16.33 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 001-0541-541.5220 | 27.70 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 001-0549-549.5220 | 11.18 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 001-0572-572.5200 | 16.09 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 001-0572-572.5220 | 22.30 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 401-0533-533.5220 | 12.85 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 402-0534-534.5220 | 17.15 |
| | 04/06/2022 | UniFirst Corporation | Uniform Cleaning | 404-0535-535.5220 | 10.57 |
| | | | Vendor UniFirst Corporation Total: | | 134.17 |
| Vendor: Utility Service Co., Inc. | | | | | |
| | 04/01/2022 | Utility Service Co., Inc. | 75,000 Elevated Plant Tank - A... | 401-0533-533.4640 | 40,506.00 |
| | | | Vendor Utility Service Co., Inc. | Total: | 40,506.00 |
| Vendor: Verizon Connect Telo Inc. | | | | | |
| | 04/01/2022 | Verizon Connect Telo Inc. | Fleet Sub/Video Sub 4/1-4/30/... | 001-0541-541.4100 | 76.40 |
| | 04/01/2022 | Verizon Connect Telo Inc. | Fleet Sub/Video Sub 4/1-4/30/... | 001-0572-572.4100 | 57.30 |
| | 04/01/2022 | Verizon Connect Telo Inc. | Fleet Sub/Video Sub 4/1-4/30/... | 401-0533-533.4100 | 76.40 |
| | 04/01/2022 | Verizon Connect Telo Inc. | Fleet Sub/Video Sub 4/1-4/30/... | 402-0534-534.4100 | 152.40 |
| | 04/01/2022 | Verizon Connect Telo Inc. | Fleet Sub/Video Sub 4/1-4/30/... | 404-0535-535.4100 | 76.40 |
| | | | Vendor Verizon Connect Telo Inc. Total: | | 438.90 |
| Vendor: WB Mason | | | | | |
| | 03/30/2022 | WB Mason | Label Tape | 001-0541-541.5100 | 25.26 |
| | 04/08/2022 | WB Mason | Paper | 001-0541-541.5100 | 32.08 |
| | 04/08/2022 | WB Mason | Paper | 401-0533-533.5102 | 64.14 |
| | 04/08/2022 | WB Mason | Paper | 404-0535-535.5100 | 64.14 |
| | | | Vendor WB Mason Total: | | 185.62 |
| Vendor: Wells Fargo Financial Leasing, Inc | | | | | |
| | 03/28/2022 | Wells Fargo Financial Leasing, ... | Contract 450-0047920-000 4/... | 001-0541-541.4400 | 37.65 |
| | 03/28/2022 | Wells Fargo Financial Leasing, ... | Contract 450-0047920-000 4/... | 401-0533-533.4400 | 37.66 |
| | 03/28/2022 | Wells Fargo Financial Leasing, ... | Contract 450-0047920-000 4/... | 404-0535-535.4400 | 37.66 |
| | | | Vendor Wells Fargo Financial Leasing, Inc Total: | | 112.97 |
| | | | Grand Total: | | 332,479.69 |

Fund Summary

| Fund | Expense Amount |
|---------------------|-------------------|
| 001 - GENERAL FUND | 241,058.87 |
| 401 - WATER | 47,299.86 |
| 402 - SOLID WASTE | 17,625.73 |
| 404 - SEWER | 26,495.23 |
| Grand Total: | 332,479.69 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-------------------|--------------------------------|----------------|
| 001-0511-511.4100 | Communications Expense | 99.94 |
| 001-0512-512.3300 | Recording Fees | 132.00 |
| 001-0512-512.3400 | Other Contracted Services | 118.21 |
| 001-0512-512.4100 | Communications Expense | 331.37 |
| 001-0512-512.4901 | Election Expenses | 8,445.43 |
| 001-0513-513.3400 | Other Contract Services | 21.54 |
| 001-0513-513.4100 | Communications Expense | 371.76 |
| 001-0513-513.4900 | Other Current Chgs - Adm... | 40.00 |
| 001-0516-516.4100 | Communications Expense | 44.97 |
| 001-0516-516.5230 | Software | 1,922.68 |
| 001-0519-519.3401 | Other Contractual Services | 150.00 |
| 001-0519-519.4300 | Utilities | 1,125.98 |
| 001-0519-519.4400 | Rental/Lease | 3,565.70 |
| 001-0519-519.5264 | Small Equipment | 834.00 |
| 001-0521-521.3400 | Other Contract Services | 10,395.00 |
| 001-0521-521.4100 | Communications Expense | 369.76 |
| 001-0521-521.4300 | Utility - Public Services | 84.14 |
| 001-0521-521.4900 | Other Current Chgs & Obl... | 30.00 |
| 001-0521-521.5220 | Uniforms Exp | 106.00 |
| 001-0524-524.3400 | Other Contract Services | 43.66 |
| 001-0524-524.3401 | Bldg / Fire Inspection Exp -.. | 2,015.00 |
| 001-0524-524.4100 | Communications Expense | 224.85 |
| 001-0541-541.3400 | Other Contract Services | 120.00 |
| 001-0541-541.4100 | Communications Expense | 121.34 |
| 001-0541-541.4300 | Utility - Public Services | 4,273.86 |
| 001-0541-541.4400 | Rental / Lease Expense | 37.65 |
| 001-0541-541.4620 | Repair / Maint - Vehicles | 80.00 |
| 001-0541-541.4640 | Equipment Repair & Maint.. | 180.14 |
| 001-0541-541.5100 | Office Supplies Expenses | 57.34 |
| 001-0541-541.5200 | Operating Supplies | 32.38 |
| 001-0541-541.5220 | Uniforms Exp | 27.70 |
| 001-0541-541.5300 | Road Repair Local Option -.. | 1,918.11 |
| 001-0549-549.5220 | Uniforms | 11.18 |
| 001-0562-562.3402 | Humane Society Contract | 2,052.00 |
| 001-0572-572.3400 | Other Contract Services | 312.00 |
| 001-0572-572.4100 | Communications Expense | 219.42 |
| 001-0572-572.4300 | Utility - Public Services | 1,509.65 |
| 001-0572-572.4600 | Repair / Maint - Service | 2,930.00 |
| 001-0572-572.4610 | Repair / Maint - Bldgs | 514.80 |
| 001-0572-572.4900 | Other Current Chgs & Obl... | 5,178.50 |
| 001-0572-572.5200 | Operating Supplies | 16.09 |
| 001-0572-572.5220 | Uniforms Exp | 22.30 |
| 001-0572-572.5310 | Signage | 495.64 |
| 001-2081100 | School Impact Fees | 183,596.12 |
| 001-2182000 | WC Payable | 6,880.66 |
| 401-0533-533.3401 | Other Contract Services | 120.00 |
| 401-0533-533.4100 | Communications Expense | 121.37 |
| 401-0533-533.4300 | Utility - Public Services | 3,916.20 |
| 401-0533-533.4400 | Rental / Lease Expense | 37.66 |
| 401-0533-533.4640 | Repair / Maint - Equipme... | 40,506.00 |
| 401-0533-533.4900 | Other Current Chgs & Obl... | 1,465.82 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|-------------------------------|-----------------------|
| 401-0533-533.5102 | Office Supplies - Water | 64.14 |
| 401-0533-533.5205 | Operating Supplies Exp - ... | 293.67 |
| 401-0533-533.5220 | Uniforms Exp | 12.85 |
| 401-0533-533.5264 | Small Equipment Purchase | 762.15 |
| 402-0534-534.3400 | Other Contract Services - ... | 13,568.91 |
| 402-0534-534.4100 | Communications - Solid ... | 152.40 |
| 402-0534-534.4620 | Repair/Maint Vehicles - So.. | 1,522.56 |
| 402-0534-534.4900 | Other Current Charges - S... | 1,466.26 |
| 402-0534-534.5200 | Operating Supplies | 822.46 |
| 402-0534-534.5220 | Uniforms - Solid Waste | 17.15 |
| 402-0534-534.5265 | Tools | 75.99 |
| 404-0535-535.3400 | Other Contractual Services | 14,373.30 |
| 404-0535-535.4100 | Communications | 232.29 |
| 404-0535-535.4300 | Utilities | 7,813.19 |
| 404-0535-535.4400 | Rentals/Leases | 37.66 |
| 404-0535-535.4640 | Repairs & Maint. - Equip... | 6.05 |
| 404-0535-535.4900 | Other Current Charges & ... | 1,465.82 |
| 404-0535-535.5100 | Office Supplies | 64.14 |
| 404-0535-535.5200 | Operating Supplies | 2,273.36 |
| 404-0535-535.5220 | Uniforms | 26.90 |
| 404-0535-535.5264 | Small Equipment | 175.00 |
| 404-0535-535.5265 | Tools | 27.52 |
| | Grand Total: | 332,479.69 |

Project Account Summary

| Project Account Key | Expense Amount |
|----------------------------|-----------------------|
| **None** | 332,479.69 |
| | Grand Total: |
| | 332,479.69 |



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



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, April 11, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

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.

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Bob Barnes; City Attorney John Cary; City Manager Alvin Jackson, Jr.; Finance Director Shanea Stankiewicz; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Mayor Robinson led the Invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Administration of Oath of Office to Newly Elected Officials

Judge Totten administered the Oath of Office to Mayor Robinson, Commissioner Barnes and Commissioner Schultz.

B.2. There was a brief recess for light refreshments to celebrate the swearing in of the Mayor and Commissioners

C. Consent Agenda:

C.1. Approval of Warrant

a. April 11, 2022, Warrant

C.2. Approval of Minutes

a. March 28, 2022, City Commission Workshop Minutes

C.3. Request Approval to Renew Connect Consulting Inc. Mutual Consent Agreement

Motion: Approve the Consent Agenda

Motion by: Commissioner Schultz

Second by: Commissioner Barnes

Board Discussion: None

Public Discussion: None

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.

Vince Fiscaletti (Grand Reserve)- stated he saw funding was granted to the City for Commerce Parkway and asked about the development plans for that road and area. He would like to see development so that his taxes can get better; however, he does not want to see the City being overdeveloped.

E. Ordinances: (Legislative):

E.1. Ordinance 2022-01 Submittal of the Evaluation and Appraisal Review (EAR) of the 2030 Comprehensive Plan to the Florida Department of Economic Opportunity. - Second Reading

City Attorney Cary read the short title into the record. Robert Jordan, Northeast Florida Regional Council, explained the amendments being made to the City's Comprehensive Plan. He advised there were no objections or comments from the proposed adoption package which was submitted in January 2022.

Motion: Adopt Ordinance 2022-01 Submittal of the Evaluation and Appraisal Review (EAR) of the 2030 Comprehensive Plan to the Florida Department of Economic Opportunity. - Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Vice Mayor Rogers thanked Northeast Florida Regional Council and City staff for their work on the amendment; having no objections or comments is a big thing and shows how hard the City worked to make all required amendments and changes.

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Approval of Rules & Procedures for the City Commission and City of Bunnell Volunteer Boards.

This item was introduced by City Clerk Bates. Mayor Robinson advised the City uses a modified version of Roberts Rules of Order.

Motion: Approve the Rules & Procedures for the City Commission and City of Bunnell Volunteer Boards as presented.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: Vice Mayor Rogers state these proposed rules have been working well for the City.

Public Discussion: None

Vote: Motion carried unanimously

H.2. Commissioner Appointments for Committees and Boards.

This item was introduced by City Clerk Bates. There was discussion by the Board about the various Boards and Committees. During that discussion, it was determined Vice Mayor Rogers would take over serving on the Family Life Center Board and Commissioner Schultz would take over serving on the River2Sea TPO Board. No other changes would be made. There was consensus of the Board on these changes.

H.3. Election of the Vice Mayor for the next 12 month period.

Mayor Robinson introduced the item and passed the gavel to Vice Mayor Rogers in order to make a motion.

Motion: John Rogers to serve as Vice Mayor for the next 12 months

Motion by: Mayor Robinson (gavel was passed to Vice Mayor Rogers)

Second by: Commissioner Schultz

Board Discussion: Vice Mayor Rogers thanked the Board for their continued confidence in allowing him to continue to serve as Vice Mayor.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – Reminded all State of the City is the next meeting. Refreshments will start at 6:15 PM and the meeting will start at the regular time of 7:00 PM.
- **Police Chief** – Sergeant Groth provided an overview of crime statistics comparing them to the same time in 2021.
- **City Attorney** – None
- **City Manager** – Advised the City received the agreement for the SRF Loan for the Wastewater Treatment Plant this afternoon. Staff is reviewing it and hopes to be able to bring it before the Commission soon.
- **Mayor and City Commissioners**
 - **Commissioner Gordon**- None
 - **Commissioner Barnes** – None
 - **Commissioner Schultz** – reported she is very happy and excited to serve the City of Bunnell for the next three years. She appreciates all the hard work staff and the Police Department put forth for the City every day.
 - **Vice Mayor Rogers** – reported he recently ran into a gentleman at a restaurant who sang the praises of Chief Brannon. He congratulated City Manager Jackson for being appointed to the SMA Board of Directors. He commented that it is great seeing the police presence in the City and in the community.
 - **Mayor Robinson** –

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Gordon

Seconded by: Vice Mayor Rogers

Vote: Motion carried unanimously

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. C.3.

Document Date: 3/30/2022 Amount: \$12,113.83
Department: City Commissioners Account #:
Subject: Business Incentive Development Agreement for Scott Mulligan
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

| Description | Type |
|---|------------|
| Scott Mulligan Business Incentive Development Agreement | Cover Memo |

Summary/Highlights:

The City of Bunnell adopted Resolution 2019-23, consistent with Section 166.021(8), Florida Statutes to implement a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution.

Background:

Scott Mulligan has submitted an application requesting a Business Incentive Grant for Speculative Buildings.

The developer will build a 11,999 Sq. Ft. Spec Building for Industrial space located on Lot 6 of Ninth Street in the Palm Industrial Park. The estimated capital investment is \$543,465.00. The applicant scored 10 points under the Spec Bldg. Category. This category is eligible 75% of four years incentive.

Staff Recommendation:

Staff recommends approval of this Business Incentive Development Agreement.

City Attorney Review:

Approved as to form and legality. Approval is at the discretion of the City Commission.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(Scott Mulligan)**

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 604 E. Moody Blvd., Bunnell, FL 32110, and., whose primary place of business is Bunnell, Florida ("Grant Recipient").

RECITALS

WHEREAS, Section 166.021(8), Florida Statutes declares that a public purpose is served when a municipality spends public funds toward the achievement of economic development, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of a new business to the community; and

WHEREAS, Section 166.021(8), Florida Statutes, expressly notes that Section 166.021(8) (b) expressly states that it "shall be liberally construed in order to effectively carry out the purposes of this subsection;" and

WHEREAS, consistent with Section 166.021(8), Florida Statutes, the City of Bunnell City Commission, pursuant to Resolution 2019-23, adopted and implemented a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution; and

WHEREAS, Grant Recipient will be constructing a Speculative building with approximately 11,999 Sq Ft square feet on property located at Lot 6, Ninth Street (9th Street Industrial Park), within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will create 0 new jobs at an average wage of \$0; and

WHEREAS, Grant Recipient is a new business and submitted an application, which received a favorable recommendation for award of an Economic Development Grant by the City of Bunnell City Commission on February 28, 2022; and

WHEREAS, in accordance with Resolution 2019-23, the City of Bunnell City Commission approved an economic incentive up to 75% of the City of Bunnell's portion of Ad Valorem taxes and 0% of net new tangible personal property taxes for a period of 4 years to begin on April 1, 2022.

NOW THEREFORE, the parties in consideration of the terms set forth below, agree as follows:

SECTION 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

SECTION 2. Project Details.

The Project shall be restricted to the specific details contained in Grant Recipient's Application for Economic Development Grant, a copy of which is attached to this Agreement as Exhibit A, and a New Job Phasing Schedule through 2024, a copy of which is attached to this Agreement as Exhibit B, which is Incorporated into this Agreement by reference.

SECTION 3. Duration.

This Agreement shall be effective from the 1st day of April 2022 until the 30th day of April 2029 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

SECTION 4. Definitions.

Unless stated otherwise in this Agreement, all terms that are defined in Resolution 2019-23 shall have the same meaning as is set forth therein.

SECTION 5. Total Number of New Full-Time Equivalent Jobs.

Grant Recipient represents that it will initially provide 0 new full-time equivalent jobs in the City of Bunnell in 2020, 0 new jobs. Grant Recipient's representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

SECTION 6. Average Wage of Full-Time Equivalent Jobs.

Grant Recipient further represents that it will provide wages at an average of at least \$0 in the aggregate for the new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

Grant Recipient's representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this Agreement, the average wage of the new full-time equivalent jobs in the City shall be considered a condition associated with Grant Recipient's eligibility to receive City of Bunnell Economic Development Grant funds.

SECTION 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by Grant Recipient to the City for an Economic Development Grant payment, Grant Recipient shall pay to the City a total amount equal to the general City portion of ad valorem taxes. It is expressly understood by the Parties that Grant Recipient shall pay the total amount of City ad valorem taxes as shown on Grant Recipient's tax bill prior to Grant Recipient applying for, or receiving, any City of Bunnell Economic Development Grant payment in any eligible Fiscal Year.

SECTION 8. Authority of the Board to Review Records.

The City reserves the right upon reasonable notice of seven (7) days, to review and copy all applicable financial and personnel records of Grant Recipient's relating to the capital investment and new full-time equivalent jobs contemplated and then maintained under this Agreement in order to determine the degree of Grant Recipient's compliance with this Agreement, as well as Grant Recipient's compliance with the applicable provisions of Resolution 2019-23, as may be amended from time to time.

The City shall maintain such financial and personnel records, data, information, correspondence, and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of Grant Recipient for such purpose.

SECTION 9. Timely Filed Claims: Consequences for Failure to File Timely Claims.

All Economic Development Grant payments shall be made pursuant to the requirements set forth in the City of Bunnell Business Incentive Resolution, as may be amended from time to time. For each fiscal year in which Grant Recipient is eligible for an Economic Development Grant payment, Grant Recipient shall submit a claim to the City for such payment prior to the end of the fiscal year. Any claim made pursuant to this Agreement shall comply with the requirements set forth in Resolution 2019-23.

If Grant Recipient fails to timely submit a claim to the City for an Economic Development Grant payment during any eligible fiscal year, then Grant Recipient shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect Grant Recipient's right to seek Economic Development Grant payments in any other fiscal year.

Upon written request by, Grant Recipient, the City Commission may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this Agreement. Nothing in this section shall create any obligation on the part of the City Commission to approve an untimely claim for an Economic Development Grant payment.

SECTION 10. Conditions of Compliance; Consequence for Failure to Comply.

In order to remain eligible for City Economic Development Grant payments, Grant Recipient must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Resolution 2019-23. Grant Recipient shall complete construction of the project and occupy the premises by October 30, 2024.

Should the Board determine that Grant Recipient has failed to comply with the conditions set forth in Sections 5, 6, 8 or 10 of this agreement, the City Commission shall notify Grant Recipient of such non-compliance no later than 30 days after the City Commission makes such a determination. Grant

Recipient shall have 30 days from the date of the City Commission's notification in which to submit to the City a written report that either sufficiently documents Grant Recipient's compliance with the conditions set forth in the City's notification or sufficiently sets forth all corrective action to be taken by Grant Recipient in order to come into compliance with the conditions set forth in Sections 5, 6, 8 or 10 above.

If Grant Recipient fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the City Commission within such time, then the City may terminate this Agreement without further notice to Grant Recipient, and the parties shall be released from any further obligations under this Agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

By executing this Agreement, Grant Recipient represents that it has obtained all licenses and other authorizations to do business in the State of Florida and in the City of Bunnell. Grant Recipient acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

By executing this Agreement, Grant Recipient: acknowledges that compliance with all terms of this agreement shall be a condition precedent to Grant Recipient receiving any Economic Development Grant payment. Failure to comply with the terms of this Agreement shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

SECTION 12. Notice Regarding Grant Payments

Grant Recipient acknowledges that the City's payment of grant funds pursuant to this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the City Commission. Nothing in this Agreement shall create any obligation on the part of the City Commission to appropriate funds for Economic Development Grants during any given fiscal year.

If Economic Development Grant funds are unavailable in a particular fiscal year, Grant Recipient shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the City Commission authorizes such payment by resolution. If the City Commission authorizes additional payments pursuant to this section, the City and Grant Recipient shall execute an amendment to this Agreement, which shall incorporate the Resolution authorizing the additional payments.

SECTION 13. Total Amount of City Economic Development Grant; Re-Calculation of Total Amount Permitted.

Grant Recipient shall be eligible to receive grant payments under this Agreement in the following fiscal years:

- | | |
|----------|----------|
| (1) 2023 | (5) 2027 |
| (2) 2024 | (6) 2028 |
| (3) 2025 | (7) 2029 |
| (4) 2026 | |

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$1730.55. A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of \$38,666 Real Estate PID101230499000000060/\$0 Tangible Personal.

Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$12,113.83. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

SECTION 14. Notices.

All official notices to the City shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

City of Bunnell Community Development Director 604-6 E. Moody Blvd., Bunnell, FL 32110, with a copy to the City Attorney.

All official notices to Grant Recipient shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Scott Mulligan
Grant Recipient
30 Magnolia Court
Ormond Beach, FL32174

At such time that Grant Recipient relocates to the new building, it will be legally acceptable to submit all official notices to the new address to be provided to the City.

SECTION 15. Timeframe for Grant Recipient's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

Upon approval of this Agreement by the City Commission, the Mayor shall execute two copies of the Agreement and forward both copies to Grant Recipient, who shall execute both

copies and shall return one copy to the City, retaining the second copy for its records, within 30 days of the City execution of the agreement.

If Grant Recipient fails to timely execute and deliver a copy of this Agreement to the City within 30 days of the City's execution of the Agreement, and fails to apply for an extension of time, the City Commission's approval of this Agreement shall be automatically terminated, and this Agreement shall be rendered void.

If Grant Recipient is unable to return an executed copy of this Agreement to the City within 30 days of the City's execution of the Agreement, Grant Recipient may apply to the City for a single extension not to exceed 30 days.

SECTION 16. Amendments to this Agreement.

Both the City and Grant Recipient acknowledge that this Agreement constitutes the complete Agreement and understanding of the parties. Except as otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the City and Grant Recipient.

SECTION 17. Termination.

This Agreement may be terminated as provided in Section 10. The City may terminate this Agreement if Grant Recipient fails to comply with the terms of this agreement or the requirements of Resolution 2019-23. Notice of termination of this Agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this Agreement.

Section 18. Assignment.

Grant Recipient may not assign or otherwise transfer its rights and duties under this Agreement. Should Grant Recipient assign or otherwise transfer its rights under this Agreement, this Agreement shall be automatically terminated. Nothing in this section shall prevent Grant Recipient from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Grant Recipient

SECTION 19. Public Records.

Grant Recipient acknowledges that the City is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This Agreement, and all documents associated with this Agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the City shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

SECTION 20. Captions.

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this Agreement.


SECTION 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable, and the remainder of the agreement shall remain in full force and effect.

SECTION 22. Authority to Execute.


Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the signatories below.

IN WITNESS WHEREOF, the Parties have executed this agreement on the date noted below.

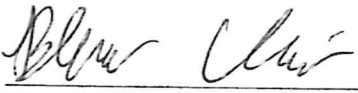


Signature of Witness #1
Print Name: RICK T. UNDER

Scott Mulligan

By: 

Print Name: Scott Mulligan
Title: Owner
Date: 3-4-2022

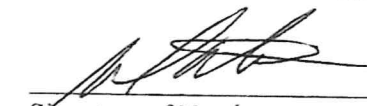


Signature of Witness #2
Print Name: Brandon Veleski

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or on line notarization this 9th day of March 2020, by Scott Mulligan, who is the _____ of Scott Mulligan and personally known to me or who has produced _____ as identification and who _____ did not (_____ did) take an oath.





Signature of Notary
Michael Akialis
Print or type name

ATTEST:

CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON, Mayor
Date: _____

Approved as to Form and Legality:

WADE C. VOSE, City Attorney

EXHIBIT A APPLICATION
[to be attached]



APPLICATION
Business Incentive Program

1. BUSINESS INFORMATION

- A. Legal name of the Applicant: Scott Mulligan
- B. Name of Ultimate Parent Company (if applicable): Scott Mulligan
 City Bunnell State/Province Florida Country US
 Lot 6, 9th Street (9th Street Industrial)
- C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

| <u>Name</u> | <u>Title or Position¹</u> | <u>Percent of Ownership</u> |
|-------------------|--------------------------------------|-----------------------------|
| Scott Mulligan | Owner | 50% |
| Terry (TJ) McNitt | Owner | 50% |
| | | |
| | | |

- D. Applicant's Federal Employer Identification Number:
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) _____
- E. Applicant's Florida Sales Tax Registration Number (if applicable):
- F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis).
- G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?

Yes No



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Bunnell
- Existing Bunnell business creating and/or retaining jobs
- Speculative Space

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)?

C. Please describe the Project, including the specific business activity(ies) of the Project:
 New spec building - approx 11,999sf

D. What is the anticipated commencement date of the Project? Summer 2022

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

| Applicant's Activities | 6 Digit NAICS Code(s) | Project Function (total = 100%) | Average Annualized Wage (\$) |
|---|-----------------------|---------------------------------|------------------------------|
| owner/lessor of nonresidential building | 531120 | 100 % | \$ |
| | | % | \$ |
| | | % | \$ |

F. Please provide the address of the proposed permanent location of the Project:

Street Address Lot6 9th St (parcel ID 10-12-30-4990-00000-0060)

City Bunnell State Florida Zip Code 32110

G. Will the Project be located in a current underutilized business zone or CRA.

Yes No

H. Which of the following best describes the location of the Project:

- Regional headquarters If it is a regional headquarters, what region?
- National headquarters
- International headquarters
- Not applicable

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: _____%



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project?
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² \$
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? \$
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)?

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):
- B. Identify whether the Project be located in a/an:
 - Leased space with renovations or build out
 - Newly constructed building(s) on newly acquired land
 - Newly constructed building(s) on previously acquired land
 - Newly acquired existing building(s) with renovations
 - Addition to previously acquired existing building(s)
 - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

| Calendar Year : | 2021 | 2022 | | | | Total |
|--|-----------|--------------|----|----|----|---------------------|
| Land or Building Purchase | \$ 92,000 | \$ | \$ | \$ | \$ | \$ 92,000 |
| Construction / Renovations | \$ | \$451,465.00 | \$ | \$ | \$ | \$451,465.00 |
| Manufacturing Equipment | \$ | \$ | \$ | \$ | \$ | \$ |
| R&D Equipment | \$ | \$ | \$ | \$ | \$ | \$ |
| Other Equipment (computer equipment, office furniture, etc.) | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Capital Investment | \$ | \$ | \$ | \$ | \$ | \$543,465.00 |

D. What is the estimated square footage of the new or expanded facility?

11,999 sf

² All cash payments to the employees (other than reimbursements of business expenses) should be included.
 Revised 11/19 Page 3 of 6



6. DISCLOSURE

A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

If yes,
Yes No explain?

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

If yes,
Yes No explain?

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

If yes,
Yes No explain?



7. CONFIDENTIALITY

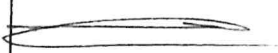
In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

8. SIGNATURES

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

| | |
|---|----------------------|
|  | |
| <u>Signature</u> | <u>Date</u> 2/4/2022 |
| <u>Name</u> Scott Mulligan | |
| <u>Title</u> Owner | |
| <u>Company</u> | |



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company

ENTERPRISE ZONE – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

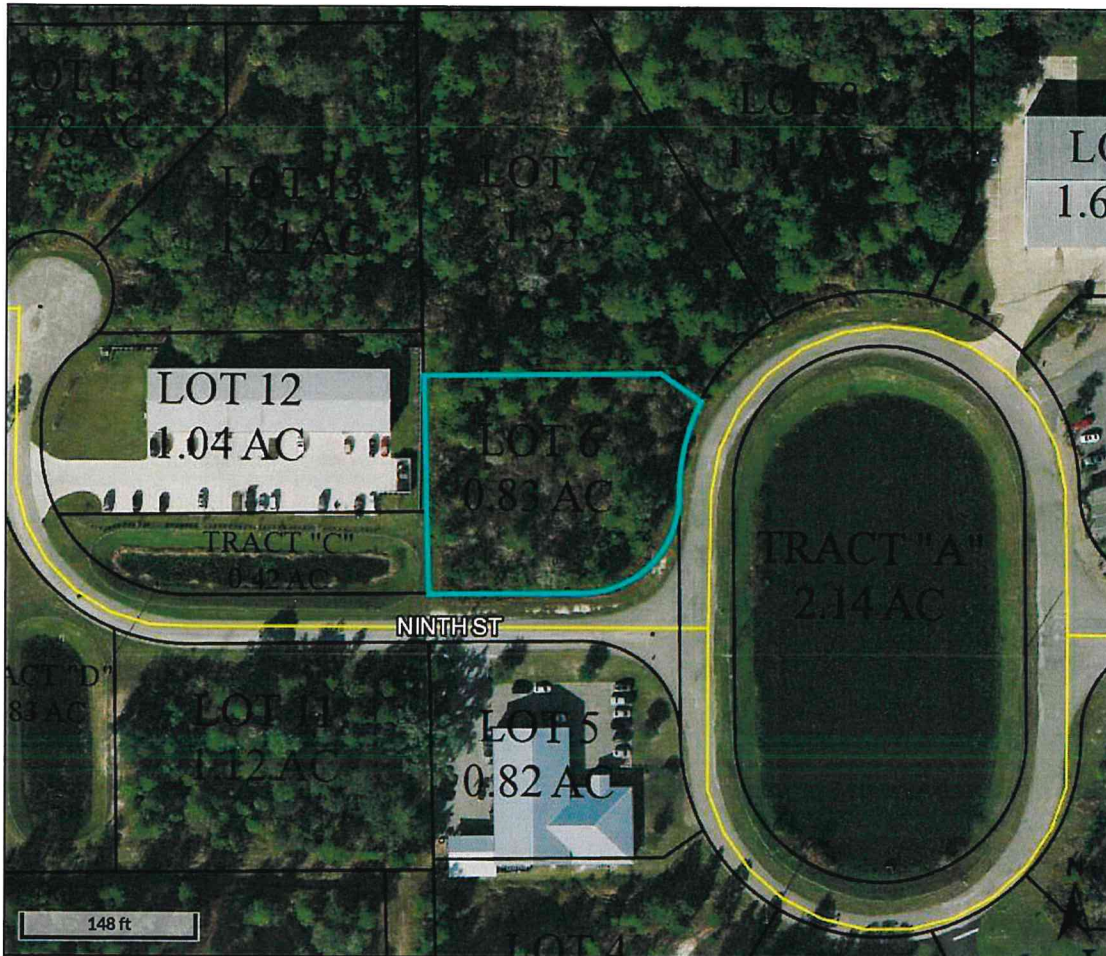
MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2007 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.



Overview



Legend

- Parcels
- Roads
- Streams and River

| | | | | | | | | | | | |
|-------------------|--------------------------|-------------------------|--|-----------------------|----------|---------------------|-----------|--------------|----------|---------------|---|
| Parcel ID | 10-12-30-4990-00000-0060 | Owner | MULLIGAN SCOTT 30 MAGNOLIA COURT ORMOND BEACH, FL 32174 | Land Value | \$53,950 | Last 2 Sales | | | | | |
| Class Code | VACANT INDUSTRIAL | Physical Address | n/a | Ag Land Value | \$0 | Date | 5/14/2021 | Price | \$92000 | Reason | V |
| Taxing | 14 | | | Building Value | \$0 | Date | 4/20/2006 | Price | \$185000 | Reason | V |
| District | | | | Misc Value | \$0 | | | | | Qual | U |
| Acres | 0.83 | | | Just Value | \$53,950 | | | | | | |
| | | | | Assessed Value | \$38,666 | | | | | | |
| | | | | Exempt Value | \$0 | | | | | | |
| | | | | Taxable Value | \$38,666 | | | | | | |

Date created: 2/9/2022
Last Data Uploaded: 2/9/2022 8:07:37 AM

Developed by **Schneider**
GEO SPATIAL

Owner Information

Primary Owner
[Mulligan Scott](#)
 30 Magnolia Court
 Ormond Beach, FL 32174

Parcel Summary

Parcel ID 10-12-30-4990-00000-0060
 Prop ID 11085
 Location Address BUNNELL, 32110
 Brief Tax Description* PALM INDUSTRIAL PARK PHASE 1 & 2 MB 35 PG 34 LOT 6 (0.83 ACRES) OR 1339 PG 1765 OR 1352 PG 1126 OR 1430 PG 1452
 (Note: *The Description above is not to be used on legal documents.)
 Property Use Code VACANT INDUSTRIAL (004000)
 Tax District CITY OF BUNNELL, BUNNELL CRA AREA WITH MOSQ CONTROL (District 14)
 Millage Rate 22.2881
 Homestead N
 Feet (GIS) 36,334.851

[View Map](#)

Valuation

| | 2021 Certified Values | 2020 Certified Values | 2019 Certified Values | 2018 Certified Values |
|-----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Building Value | \$0 | \$0 | \$0 | \$0 |
| Extra Features Value | \$0 | \$0 | \$0 | \$0 |
| Land Value | \$53,950 | \$44,405 | \$39,840 | \$29,050 |
| Land Agricultural Value | \$0 | \$0 | \$0 | \$0 |
| Agricultural (Market) Value | \$0 | \$0 | \$0 | \$0 |
| Just (Market) Value | \$53,950 | \$44,405 | \$39,840 | \$29,050 |
| Assessed Value | \$38,666 | \$35,151 | \$31,955 | \$29,050 |
| Exempt Value | \$0 | \$0 | \$0 | \$0 |
| Taxable Value | \$38,666 | \$35,151 | \$31,955 | \$29,050 |
| Protected Value | \$15,284 | \$9,254 | \$7,885 | \$0 |

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Historical Assessment

| Year | Building Value | Extra Features Value | Land Value | Agricultural Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|----------------|----------------------|------------|--------------------|---------------------|----------------|--------------|---------------|---------------------|
| 2020 | \$0 | \$0 | \$44,405 | \$0 | \$44,405 | \$35,151 | \$0 | \$35,151 | \$9,254 |
| 2019 | \$0 | \$0 | \$39,840 | \$0 | \$39,840 | \$31,955 | \$0 | \$31,955 | \$7,885 |
| 2018 | \$0 | \$0 | \$29,050 | \$0 | \$29,050 | \$29,050 | \$0 | \$29,050 | \$0 |
| 2017 | \$0 | \$0 | \$29,050 | \$0 | \$29,050 | \$29,050 | \$0 | \$29,050 | \$0 |
| 2016 | \$0 | \$0 | \$29,050 | \$0 | \$29,050 | \$29,050 | \$0 | \$29,050 | \$0 |
| 2015 | \$0 | \$0 | \$29,050 | \$0 | \$29,050 | \$29,050 | \$0 | \$29,050 | \$0 |
| 2014 | \$0 | \$0 | \$29,050 | \$0 | \$29,050 | \$29,050 | \$0 | \$29,050 | \$0 |
| 2013 | \$0 | \$0 | \$31,125 | \$0 | \$31,125 | \$31,125 | \$0 | \$31,125 | \$0 |
| 2012 | \$0 | \$0 | \$33,200 | \$0 | \$33,200 | \$33,200 | \$0 | \$33,200 | \$0 |
| 2011 | \$0 | \$0 | \$41,500 | \$0 | \$41,500 | \$41,500 | \$0 | \$41,500 | \$0 |
| 2010 | \$0 | \$0 | \$0 | \$0 | \$91,300 | \$0 | \$0 | \$0 | \$91,300 |
| 2009 | \$0 | \$0 | \$0 | \$0 | \$132,800 | \$0 | \$0 | \$0 | \$132,800 |

TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

Sales

| Sale Date | Sale Price | Instrument | Book | Page | Qualification | Vacant/Improved | Grantor | Link to Official Records |
|-----------|------------|------------|------|------|-----------------|-----------------|--------------------------------|------------------------------|
| 5/14/2021 | \$92,000 | WD | 2569 | 826 | Qualified (Q) | Vacant | AKBAROV ALEC & KATERINA H&W | Link (Clerk) |
| 4/20/2006 | \$185,000 | WD | 1430 | 1452 | Unqualified (U) | Vacant | * GOURIN ALEXANDER,* GOURIN AL | Link (Clerk) |
| 9/11/2005 | \$129,900 | WD | 1352 | 1126 | Unqualified (U) | Vacant | * MORSE GROUP LLC | Link (Clerk) |
| 9/9/2005 | \$625,800 | WD | 1339 | 1765 | Qualified (Q) | Vacant | * PALM INDUSTRIAL PARK LLC | Link (Clerk) |

No data available for the following modules: Property Information, Residential Buildings, Commercial Buildings, Sketches, Building Area Types, Extra Features, Photos.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. If you feel that any information contained herein is incorrect, please contact our office at (386)313-4150.

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Last Data Upload: 2/9/2022, 8:07:37 AM

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Version 2.3.176

EXHIBIT B
NEW JOB PHASING SCHEDULE

0 Jobs

EXHIBIT C

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Scott Mulligan

Calculations based on City Millage

Category: Speculative Space

POINTS AWARDED

| | |
|----------------------------------|----|
| Ownership Timeframe | 2 |
| Capital Investment: \$543,465.00 | |
| Facility Size: 11,999 SqFt | 1 |
| Job Creation: | |
| Wages: Average wage | |
| CRA | 2 |
| City Resident: | 0 |
| Proximity to Utilities: | 5 |
| Total Points | 10 |

The applicant scored 10 points under the Speculative Building Category.

| | |
|--|---------------|
| Total Value of Capital Improvements | \$ 543,465.00 |
| Multiplied by City Millage rate | 0.00743 |
| Annual Ad Valorem Tax (general city portion) | \$ 4,037.94 |
| 75% Annual Ad Valorem Tax(gen. city portion) | 0.75 |
| Total Estimated Rebate Per Year | \$ 3,028.46 |
| Multiplied by # Eligible Years | 4 |
| Ad Valorem Tax (general city portion) Estimate = | \$ 12,113.83 |

| | |
|---|--------|
| Total Estimated Value of New Tangible Assets | |
| Multiplied by City Millage rate | 0.0074 |
| Annual new tangible business personal property tax (general city portion) | 0 |
| 50% Annual new tangible business oersonal property tax(gen. city portion) | 0.5 |
| Total Estimated Rebate Per Year | 0 |
| Multiplied by # Eligible Years | 4 |
| Tangible Business Personal Property Tax (general city portion) | 0 |

REBATE SCHEDULE & PAYOUT:

| | |
|--|--------------|
| Total Maximum Possible Incentive: | \$ 12,113.83 |
| Rebate will consist of 7 annual installments of: | \$ 1,730.55 |



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 4/8/2022 Amount: 840.00 per month
Department: City Manager Account #:
Subject: Request Approval to enter into a Lease Agreement at 604 E. Moody Blvd Unit 5
Agenda Section: Consent Agenda:

ATTACHMENTS:

| Description | Type |
|-----------------------|----------|
| Proposed Lease Unit 5 | Contract |

Summary/Highlights:

This is a request to enter into a lease agreement for additional space at the 604 E. Moody Blvd. complex. The Infrastructure Department needs to locate space to operate from for day to day operations.

Background:

The main complex building located at 201 West Moody Boulevard needs construction work completed due to roofing and other issues. In order to move forward with any building changes, alternate work space for the remaining staff still housed at this location- the City Manager, City Clerk Offices, Human Resources, IT, the Police Department, Utility Billing, Infrastructure Department Administration. The space located at 604 East Moody Boulevard will need work to configure it to office space that allows confidential meetings and conversations, including HVAC and electrical work. The rent is \$840 per month for 1 year and includes trash pickup. The \$10,080 plus the additional funds to make the space usable for the City (build out of space, HVAC, electrical, utility bills, alarm monitoring, internet/networking for computers, etc.) will need to be funded from General Fund reserves.

Staff Recommendation:

Approval to enter into a Lease Agreement at 604-5 E. Moody Blvd Unit 5. This lease will be eventually wrapped into one lease agreement.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

LEASE

THIS LEASE is made and entered into effective this 25 day of April, 2022 (the "Effective Date") by and between **TRAILCO GROUP, INC.**, a Florida Corporation, hereinafter referred to as "Landlord" and **CITY OF BUNNELL**, hereinafter referred to as "Tenant."

1. **PREMISE.** In consideration of the agreements herein contained, the Landlord hereby leases to the Tenant, and the Tenant hereby takes from the Landlord, the premises located at **604-5 E. Moody Boulevard, Bunnell, Florida**, together with associated improvements, driveway, and parking areas (herein collectively called the "Premises." The Premises is part of a shopping center owned by Landlord at 604 & 608 E. Moody Boulevard ("Shopping Center"). Tenant and Tenant's employees, agents and invitees shall have a right of ingress and egress across the paved areas of the Shopping Center and a right to park in parking spaces in the Shopping Centered (except as spaces may from time to time be designated as exclusive to a particular tenant).
2. **TERM.** The "Initial Term" of this Lease will commence on May 1, 2022 "Commencement Date" and end at 5:00 p.m. on February 28, 2023, unless renewed as provided herein.
3. **RENT:**
 - A. Tenant promises to pay to Landlord rent ("Rent") in the amount shown below per month in advance without setoff on the 1st day of each and every calendar month during the Lease, except for the payment of the initial full calendar month and final month rent which will be payable upon the Commencement Date. (See Security Deposit Notes).
 - (1) Lease Year 1: \$800.00 per month plus \$40.00 per month for trash services for a total of \$840.00.
 - B. For the purposes hereof, the term "Lease Year" shall mean a period of one year commencing on the Commencement Date or on an anniversary thereof. In addition to the agreed rent, Tenant shall pay to Landlord each Lease Year following the initial Lease Year as additional Rent an amount equal to Tenant's pro rata share of real estate taxes on the premises payable in the prior year. Such amounts will be determined by the Landlord each Lease Year, and if any sum shall be owing, Landlord shall bill Tenant therefore and Tenant shall pay the same to Landlord within 15 days following billing by Landlord. In making such determination, Landlord shall compute the same based upon the latest charges made during a given Lease Year.
 - C. Tenant shall exercise its right to renew the term of this Lease by providing Landlord written notice at lease ninety (90) days in advance of the end of the then existing Term or Renewal Term.
4. **MAINTENANCE.** Tenant shall at Tenant's sole cost and expense, maintain the Premises in good order, including without limitation, such terms as (i) the HVAC, (ii) plate glass, (iii) the electrical and plumbing systems, and (iv) interior and exterior walls and partitions. Landlord shall only be responsible for repairing of the roof and structural damage. Tenant agrees to cause repairs to be made as necessary to maintain or repair the Premises and if Tenant's negligent acts or omission cause damage to the roof or structure, Tenant shall be responsible for repairing the damage.

Landlord may but will not be obligated to make such repairs on behalf of and for the account of Tenant in which event Tenant shall promptly pay for such work upon demand of Landlord plus an additional 10 percent above the cost of such work to cover Landlord's administrative cost. Landlord shall have a certified inspector examine the HVAC system prior to the Commencement Date and Landlord shall do all work necessary for the inspector to provide a statement that the HVAC system is in "good working condition." Landlord does, however, agree to pay one-half the cost of replacing the HVAC system should it need replacing during the occupancy of the Tenant. Landlord, to the best of its knowledge, is not aware of any existing violations of any governmental laws or regulations.

5. TENANT'S PROMISES. Tenant shall:

- A. Accept Premises in its present "AS IS" condition WITHOUT WARRANTY, IMPLIED OR EXPRESS MADE TO TENANT IN CONNECTION WITH THE SUBJECT PROPERTY. LANDLORD DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES OR MERCHANTABILITY AND FITNESS THAT MAY BE DUE FROM LANDLORD TO TENANT;
- B. Not make and alterations to the Premises without Landlord's written consent, which consent may not be arbitrarily withheld or delayed. Tenant may not paint the roof or exterior of the building without Landlord's consent which may be withheld at Landlord's discretion;
- C. Not commit or permit waste or nuisance;
- D. Not assign or sublet this Lease nor permit anyone else to use any part thereof without first obtaining written consent of Landlord, which consent may not be arbitrarily withheld or delayed, including assignments or transfers by operation of law. However, such approval of an assignment shall not release Tenant or Guarantor in any case from the Lease or Guarantor respectively until three (3) years after a replacement guarantor who is an individual is provided to Landlord;
- E. Not attach anything to the exterior of the Premises (including the roof) provided that Tenant may attach Tenant's sign(s) to the exterior wall and the existing pole mounted sign (or a new pole mounted or monument sign installed at Tenant's sole expense with all necessary government approvals) as permitted by local ordinances provided that at the expiration of the term, Tenant shall remove same and restore and repair any damages occasioned thereby;
- F. Within 7 days after demand of Landlord, admit in writing, in recordable form, the status of this Lease;
- G. Permit Landlord and Landlord's agents to enter the Premises at all reasonable times to examine and/or repair same (but without obligation except as provided in Paragraph 4), and during the last 6 months of the Term to show the Premises to prospective tenants and purchasers;
- H. Pay for all damages to the Premises caused by or through Tenant and Tenant's customers, employees and invitees;
- I. At end of Term, vacate and deliver possession in as good condition as of Commencement Date, reasonable wear and tear excepted. All alterations, additions and improvements to the Premises made by Tenant will become property of Landlord at end of Term. Tenant will be responsible to repair and restore all surfaces to which Tenant may have attached any of Tenant's personal property or moveable fixtures;
- J. Pay all sales tax and other assessments occasioned by this Lease at time of each payment of Rent;
- K. Pay for all utilities and conveniences now and in the future provided to the Premises (including connection fees and "turn on" or similar charges);

- L. Not store, keep or maintain anything in or at the Premises which could damage the Premises or could occasion an increase in or the cancellation of any insurance coverage maintained by either Landlord or Tenant on the Premises;
- M. And does indemnify and save the Landlord harmless from and against any and all loss, damage, claim, demand, liability or expense by reason of damage or injury to person or property which may arise or be claim, demand, liability or expense by reason of damage or injury to person or property which may arise or be claimed to have been arisen as a result of the occupancy or use of the Premises by the Tenant, its agents, employees, assigns and invitees, or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or at the Premises. In order to assure the foregoing indemnification, the Tenant shall maintain personal injury and property damage liability insurance against claims for personal injury, death or property damage occurring in, on or about the Leased Premises or other areas which by law are the responsibility of the landowner, such insurance to afford minimum protection during the Term of this Lease, of not less than One Million (\$1,000,000.00) Dollars combined limit (including the Tenant's excess liability coverage) in respect of personal injury or death, and of not less than One Hundred Thousand (\$100,000.00) Dollars for property damage naming Landlord and any Mortgagee of Landlord as an additional insured. Tenant shall provide Landlord a copy of the policy or a certification of insurance from time to time upon request by Landlord;
- N. Use the Premises solely as an office of the City;
- O. Install and maintain fire extinguisher(s) in accordance with insurance requirements and comply with and execute all sales, requirements and regulations of the Board of Fire Underwriters. Landlord and Tenant's insurance companies and other organizations establishing insurance rates;
- P. Comply with all applicable governmental laws, ordinances, orders and regulations affecting the Premises now in force or which hereafter may be in force, insofar as they pertain to the use and occupancy of the Premises (including without limitation the Occupational Safety and Health Act and the American with Disabilities Act of 1990 as amended from time to time);
- Q. Store Tenant's property in and occupy and permit occupancy of the Premises at Tenant's own risk and Tenant releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage;
- R. Promptly notify Landlord in case of fire accidents at the Premises;
- S. Comply with all applicable environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of biological or other hazardous substances, hazardous wastes, pollutants or contaminant's. Tenant agrees and does hereby indemnify Landlord and hold Landlord harmless from any loss, damage or expense including reasonable attorney's fees (through appeal if necessary, or in any bankruptcy hearing), which Landlord may incur or suffer by reason of any claim or liability arising from Tenant's noncompliance with applicable laws and the terms of this subsection. Tenant specifically covenants and agrees that no biological or hazardous waste or waste by products will be produced or stored in or at the Premises without the prior written approval of Landlord, which approval may be arbitrarily withheld;
- T. Pay all personal property taxes assessed against any property kept at the Premises in the calendar year in which the same are first due and payable; and
- U. Provide insurance covering the Premises for fire and extended coverage insurance (including all risk perils and rent loss insurance) for an amount of at least \$250,000.00 replacement cost for structure plus coverage for equipment in the Premises owned by either Landlord or Tenant, with such amount increasing if necessary, from time to times to maintain a minimum coverage of at least 80% of the replacement costs to meet industry standards regarding coinsurance. Landlord shall be added as additional insured to the policy and Tenant shall, upon request, provide a copy of the policy and/or a certificate showing such coverage. Tenant shall be

responsible for any amounts required for building or equipment repairs not covered by such insurance including amounts due based on the amount of the deductible.

6. LANDLORD PROMISES – LANDLORD SHALL:

A. And does hereby promise that so long as Tenant pays all Rent herein required and perform and observe Tenant's promises hereunder that Tenant will have quiet, peaceable and uninterrupted possession, use and enjoyment of the Premises during the term of this Lease subject however to the terms of this Lease;

7. SECURITY DEPOSIT. Deposit of \$1,600.00 required before move in for the performance by Tenant of the provisions of the Lease. If Tenant is in default, Landlord may use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material Default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. In the event the Security Deposit is not forfeited, assigned, or applied to cure Tenant's default, Landlord shall return same within thirty (30) days after expiration of the term of this Lease.
8. LATE PAYMENT. Should Tenant fail to pay when due any installments of Rent, or any other sum payable to Landlord under the terms of this Lease, then if such sum remains unpaid as the 5th day after any such sum is due and payable, a late charge of 10% will be due and payable by the Tenant to the Landlord at the time of payment of the delinquent sum, as Additional Rent, in order to cover the extra expense involved in handling such delinquent payment.
9. LIENS. Landlord's interest in and to the Premises shall not be subject to liens for improvements made by Tenant, at the request of, or on order of or to discharge an obligation of Tenant. Tenant shall notify the contractor making any such improvement of the provisions of this section entitled Liens. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by party engaged by Tenant or Tenant's contractor to work on the Premises is filed against the Premises or any part thereof, Tenant within 10 days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond order of a court of competent jurisdiction or otherwise. If Tenant fails to cause such lien or notice of lien to be discharged within such period, then in addition to any other right of remedy, Landlord may discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings as established by law. Any amount so paid by Landlord and all costs and expenses, including attorney's fees (through appeal if necessary, or in any bankruptcy proceeding), incurred by Landlord in connection therewith, and including interest thereon at the then highest lawful rate, will constitute additional Rent and shall be paid by Tenant to Landlord on demand. Tenant will not be obligated to pay or discharge any lien created by Landlord. Tenant shall demand, execute a notice of this effect in recordable form, upon demand of Landlord.
10. DAMAGE TO PREMISES. Tenant shall bear all risk of loss to the Premises from Commencement Date and throughout the Term, provided however that Tenant shall not be liable for damages which are fully covered by insurance maintained by Landlord to the extent that insurance proceeds are actually received by Landlord on account of any such damage or damage caused by Landlord or its agents. In the event that the Premises are damaged or if the Premises are rendered untenable,

Rent will not be abated. In the event that the Premises are damaged, Tenant shall at Tenant's expense, but subject to payment by Landlord of the insurance proceeds actually received upon completion of the work, cause repairs necessary to restore the Premises to the condition existing at the Commencement Date. The proceeds of any insurance will be held by Landlord and disbursed to Tenant upon completion of the repairs requisite to be accomplished or at Landlord's option will be disbursed to Tenant in proportion to work effected; provided, however, until all repairs are completed Landlord will be entitled to retain an amount equal to (i) the estimated cost of all work and material required to complete the repairs and (ii) 10% of the estimated cost to complete the repairs. Further, Landlord may require Tenant to comply with the Florida Construction Lien Law before making any disbursements. Any insurance proceeds remaining after completion of the repairs will be the sole property of Landlord.

11. CONDEMNATION. If any part of the Premises is acquired or taken by eminent domain for any public or quasi-public use or purpose, but the Premises are still usable if repaired, then all condemnation proceeds will be held and disbursed by Landlord in the same manner as provided for repairs in the above section titled "Damage to Premises" on account of the repairs and restoration occasioned by such condemnation Tenant agreeing to accomplish such repairs as soon as possible. Any condemnation proceeds remaining after the completion of such repairs and restoration will be the sole property of Landlord. If the Premises are not usable, even if repaired, or if all of the Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then all condemnation proceeds will be the sole property of the Landlord, and the Term hereof will end effective as of the taking of the condemning authority.

12. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated will be deemed to be other than on account of the earliest stipulated payment of same, nor will any endorsement or statement on any check or any letter accompanying any check or payment of same be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of same or pursue any other remedy in this Lease.

In the event Tenant submits a payment of less than the total combined amount of all payments required hereunder, then Landlord will have the option to credit said payment towards any of such payments Landlord so desires, notwithstanding any specification of Tenant.

13. DEFAULT AND REMEDIES.

A. Events of Default. The following events of default by Tenant under this Lease:

- (1) Tenant fails to pay within all Rents or other sums payable by Tenant hereunder within 10 days after Rent or other sums become due and payable;
- (2) Tenant fails to comply with any other term, provision, condition or covenant of this Lease within 30 days after written notice thereof by Landlord;
- (3) Tenant deserts or abandons the Premises;
- (4) Tenant under any section or chapter of the present or any future Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof, or Tenant is adjudged bankrupt or insolvent in proceedings file under any section or chapter of the present or any future Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- (5) Tenant makes an assignment for the benefit of creditors;

- (6) A receiver or trustee is appointed for Tenant, or any of the assets of Tenant;
- (7) Tenant assigns or sublets any portion of the Premises in violation of this Lease; or
- (8) Dissolution or death of any Tenant or Guarantor.

B. Remedies. Upon occurrence of any event of default, Landlord may, without any notice or demand in addition to an not in limitation of any other remedy permitted by law or by this Lease;

- (1) Vacate and terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and Tenant's effects without being liable to prosecution or any claim for damages therefore; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises or otherwise, including any loss of Rent for the remainder of the Lease term;
- (2) Enter upon and take possession of the Premises as the agent of Tenant without being liable to prosecution or any claim for damages therefore, and Landlord may re-let the Premises as the agent of Tenant and receive all rents from such new tenant(s), in which event Tenant shall pay to Landlord on demand the cost of renovating, repairing and altering the Premises for a new tenant(s) and any deficiency that may arise by reason of such re-letting, it being agreed that Landlord will be under no duty to re-let the Premises and the failure of Landlord to re-let the Premises will not release or affect Tenant's liability for rent or for damages; or
- (3) Landlord may do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or any claim for damages therefore in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with the Lease on behalf of Tenant, and Tenant further agrees that Landlord will not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise; and
- (4) Landlord may demand that all Rent due through the end of the Term be immediately paid whereupon Landlord will become immediately entitled to the same and may bring an action for all such Rent without any discount on account of the acceleration.

14. ACCESS TO PREMISES. Landlord, Landlord's employees, or agents, may enter the Premises during business hours after reasonable notice (which need not be in writing) to Tenant to make such repairs as Landlord may deem requisite and in the last six months of the Term inspect or to exhibit the same to prospective purchasers, mortgagees and tenants. Landlord may take any supplies, tools or other material into and upon the Premises that may be necessary to effect such placement, maintenance or repair, without the same constituting an eviction of Tenant in whole or in part and no payments due pursuant to this Lease will abate while said work is in progress by reason or any loss or interruption of Tenant's business or otherwise and Tenant will have no claim for damages. If Tenant is not present when an emergency dictates that Landlord enter the Premises then, Landlord may enter the Premises by the use of force without incurring liability therefore and without in any manner affecting the obligations of this Lease. The provisions of this section do not impose upon Landlord any obligations whatsoever for the maintenance or repair of the Premises or any part thereof except as otherwise herein specifically provided.

15. SUBORDINATION. This Lease is subject and subordinate at all times to the liens of any mortgages in any amount or amounts whatsoever now existing or hereafter encumbering the Premises, without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant covenants and agrees to execute and deliver upon demand such further

instruments evidencing such subordination of this Lease to such mortgages or estoppel instruments as may be requested by Landlord and if Tenant fails to so do within 7 days of Landlord's request, Landlord is, in addition to all other remedies, hereby granted an irrevocable power of attorney to execute such instruments in the name of Tenant as the act and deed of Tenant, and this authorization is hereby declared to be coupled with an interest and not revocable. Notwithstanding the foregoing, so long as Tenant pays all Rent and complies with, abides by and discharges the terms, conditions, covenants, and obligations on Tenant's part, to be kept and performed hereunder pursuant to this lease and attorneys to the successor in title, the peaceable possession of Tenant in and to the Premises for the term of this Lease and the right of Tenant to renew this Lease will not be disturbed in the event of the foreclosure of any such mortgage, by the purchaser at such foreclosure sale or such purchaser's successor in title.

If the holder of record of any mortgage covering the Premises provides written notice to Tenant that it is the holder of such mortgage and if such notice includes the address at which notices to such mortgage are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice simultaneously with any notice given to Landlord of any default of Landlord, and agrees that the holder of record of such mortgage will have the right, within 15 days after receipt of said notice, to correct or remedy any default before Tenant may take any action under this Lease by reason of such default.

16. **WAIVER BY LANDLORD.** Receipt by Landlord of Rent with knowledge of breach of any promises or condition shall not be claimed a waiver of such breach, and no waiver by Landlord shall be deemed to have been made unless expressed in writing and signed by Landlord.
17. **NOTICE.** Notices and demands required or permitted to be given hereunder may be sent by certified mail, return receipt requested, addressed, postage prepaid, to the respective address following the signature of the parties hereto, which may be amended by written notice from time to time; or may be posted at the Premises as delivery to Tenant in the absence of Tenant thereat. Notices and demands shall be deemed given upon the date delivery or posting or 3 days after mailing.
18. **CONSTRUCTION.**
 - A. **Florida Law.** Florida law will govern the construction of this Lease. It is agreed that Flagler County is the proper venue for any action brought hereunder.
 - B. **Captions.** The title and captions are not a part of this Lease and in no way define, describe, amend, or limit the scope or intent of any provision of this Lease.
 - C. **Entire Agreement.** This Lease contains the entire understanding between the parties to this Lease. No representation was made by or on behalf of any part that is not contained in this Lease, and that in entering into this Lease no party relied upon any representation not contained in this Agreement.
 - D. **Agreement Freely Bargained.** This Lease has been freely bargained and negotiated amongst the parties hereto and will not be construed more favorably against the party causing the same to be prepared.
 - E. **Severability.** If any provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by any party to this Lease or substantially increase the burden of any party to this Lease, is held to be invalid unenforceable to any extent, then the remainder of this Lease will remain in full force and effect.

- F. Gender. Unless the context clearly indicates otherwise, whenever reference in this Lease the singular number includes the plural, the plural the singular, and the use of any gender includes all gender.
 - G. Time of Essence. Time is of the essence.
 - H. Computation of Time. In computing any time period set forth in this Lease, the date of the act, event, or default from which the designated period to time begins to run will not be computed. The last day of the computed period will be included, unless the date is a Saturday, Sunday or legal holiday under the laws of the United States or the state of Florida, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. Intermediate Saturday, Sundays and Holidays will be computed. A day will be deemed over at 5:00 p.m. Eastern Standard Time (or daylight savings time if in effect). Notwithstanding anything herein otherwise provided, in the event that one of the parties fails to perform anything hereto to be performed or accomplished by that party within the time herein set forth, then all times designated for performance or action required of the other party will be extended for a like number of days.
 - I. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument.
-
- 19. ATTORNEY FEES. In any dispute or other action arising from this Lease or between the parties herein, the prevailing party will be entitled to recover all costs, including reasonable attorney's fees (through appeal, if necessary and in any bankruptcy proceeding) from the non-prevailing party(ies) whether or not suit is filed.
 - 20. RADON DISCLOSURE. Florida Statute 404.056 requires that the following notification be provided in all contracts for the lease of a building. "RADON GAS" - Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
 - 21. LEAD DISCLOSURE. Tenant hereby acknowledges receipt of the required disclosure pursuant to Residential Lead-based Paint Reduction Act of 1992.
 - 22. PEST CONTROL. Tenant shall keep its premises insect and rodent free and will, upon notice of infestation, take appropriate steps to eliminate the infestation. If the infestation covers more than one Unit, Tenant agrees to participate in such efforts as are reasonably necessary to cooperate with other tenants to hire such services as are needed to eliminate the infestation.
 - 23. BUILDING UPKEEP. Tenant agrees to remove and discard, on a daily basis, all trash and debris on or about the Premises. Trash can be deposited at the dumpster located at the west end of the property. Tenant pays \$30.00 per month in addition to rent for this trash service and rate may be adjusted should city raise trash rates. Tenant agrees to clean the outside of the Premises daily and remove all debris on the sidewalk and outside area and to keep the outside of the building clean. Landlord agrees to maintain the landscaping, including mowing and related maintenance as needed.
 - 24. PROPANE GAS. Tenant may use any existing propane gas tanks, lines and equipment, but does so at its own risk. Landlord does not warrant the condition of the tanks and has no knowledge of its current condition. If no such tank, lines or equipment exist, or Tenant deems them unfit for use, then Tenant, at its sole expense, may install all such tanks, lines valves, and pipes as Tenant desires to install provided that such installation is done in a professional manner by licensed and insured

contractors with the required permits and licenses and the work is fully paid for by Tenant. Tenant shall be responsible for the removal of any liens filed against the property as a result of such work.

25. SPECIAL PROVISIONS. Additional provisions, if any, shall be attached as **Exhibit "A"** hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of this 25 day of April, ~~2021~~. 2022

Signed, sealed and delivered in the presence of:

TENANT:

CITY OF BUNNELL

By: _____

Its: Catherine D. Robinson, Mayor

Witness

Witness

TENANT ADDRESS: City of Bunnell
PO Box 756
Bunnell, FL 32110

PHONE: 386-437-7500

LANDLORD:

TRAILCO GROUP, INC.

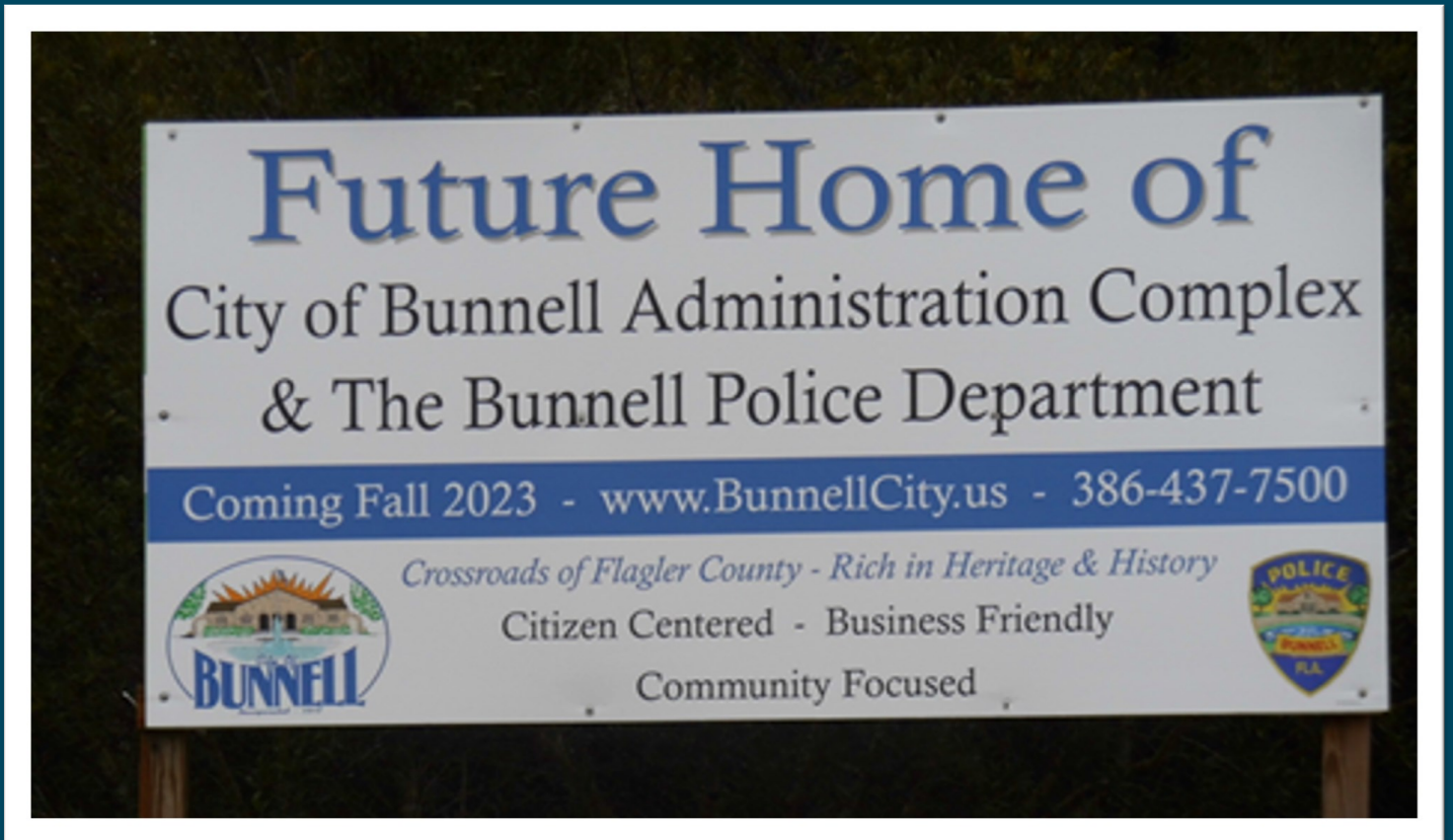
By: _____

Andrew Gaspar, Vice President

Address:

Tel.:

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For March 2022

Published: April 2022

2022 Election

The 2022 Municipal Election was conducted on Tuesday, March 8, 2022. Below are the official results of the election. Most votes were cast through mail with 155 voters turning out Election Day.

SUMMARY REPT-GROUP DETAIL

2022 MUNICIPAL ELECTIONS
MARCH 8, 2022
FLAGLER COUNTY

RUN DATE:03/11/22 01:11 PM

| | TOTAL VOTES | % | ED | AB |
|-------------------------------------|-------------|--------|-----|-----|
| PRECINCTS COUNTED (OF 4) | 4 | 100.00 | | |
| REGISTERED VOTERS - TOTAL | 2,425 | | | |
| BALLOTS CAST - TOTAL | 444 | | 155 | 289 |
| BALLOTS CAST - BLANK | 1 | .23 | 0 | 1 |
| VOTER TURNOUT - TOTAL | | 18.31 | | |
| VOTER TURNOUT - BLANK | | .04 | | |
| City of Bunnell Commissioner | | | | |
| (VOTE FOR) 2 | | | | |
| Robert Edward Barnes. | 282 | 42.92 | 109 | 173 |
| Tina-Marie Schultz | 204 | 31.05 | 62 | 142 |
| Peter G. Young. | 171 | 26.03 | 69 | 102 |
| Total | 657 | | 240 | 417 |
| Over Votes | 0 | | 0 | 0 |
| Under Votes | 231 | | 70 | 161 |

March 21, 2022: 9463 Foundation Memorial Ride



Bunnell Growth

Did you know Bunnell is the second largest City in Florida by land mass?
Bunnell's approximate size is 138.5 square miles

Bunnell even makes the list of one of the largest cities nationally (by land mass) by ranking 69th

| Source | Year | Population |
|--|------|------------|
| Census Count | 2010 | 2,676 |
| Bureau of Economic & Business Research | 2018 | 3,056 |
| Bureau of Economic & Business Research | 2019 | 3,271 |
| Census Count | 2020 | 3,276 |
| Bureau of Economic & | 2021 | 3,495 |

Throw Back

While working on the relocation of City records, some pictures were located. Do you recognize anyone in these pictures?



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.

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 at JB King park, security cameras were recently installed and activated.
- On-going damage to the fence at Carver Fields forced the City to start removing the fence



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

Spent a lot of time on the Police Department this month. The move of their administrative offices into the new modular office trailer, I believe went real smooth. There have been a couple of issues since re-locating that we have worked through.

Worked with the new Chief to put him in charge of the PD's Facebook page. He has read and signed the acknowledgement of the policy, and the page has been published, and assigned to him. Please visit facebook.com/BunnellPD.

The new Chief wants to implement some technology changes in regard to the inventory and handling of evidence. Contacted the County to see what they are using within the records system. Have also contacted Tyler Technologies to see what they have available.

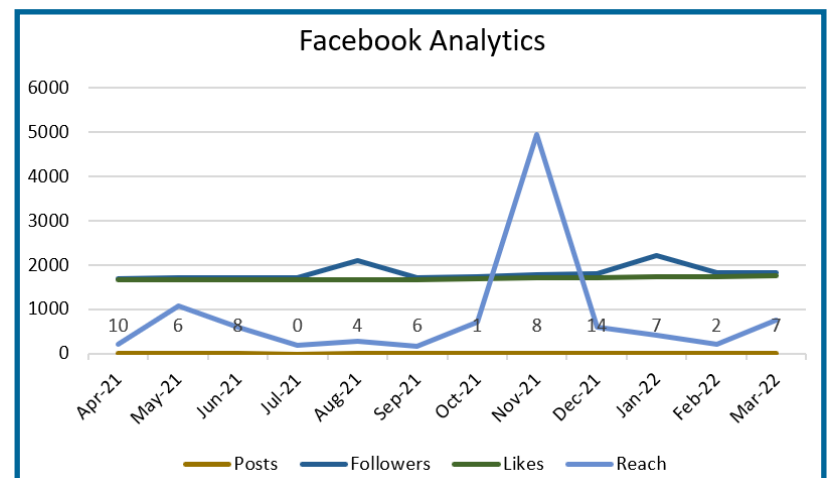
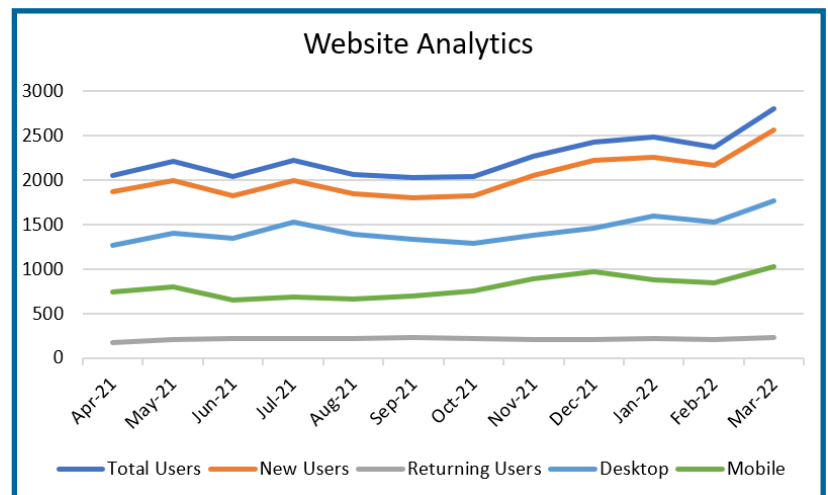
Continue to work with Tyler Technologies on the Tyler Content Management upgrade. The upgrade happened a couple months ago. But from time to time we find some missing documents. The latest ones are AP backup docs. Tyler has found the documents in the database, and is working on a way to correctly link them to the transactions in the database. Hopefully this project will be finished soon.

We have pulled some video of a vandalism incident at the park, and turned it over to the PD. A purchase order for a second phase for this park has been issued. This phase will include tying the 3 buildings together with a wireless bridge, and 2 additional cameras. This install is scheduled for April.

Making some changes to our Spectrum internet accounts. As the Coquina Building is closed for the foreseeable future, we have disconnected that account, and added internet to the Versie Lee Mitchel Community Center. Will relocate the WiFi once Spectrum is installed at VLMCC.

Top 10 web pages:

- | | |
|---------------------|-----------------------|
| 1. Home Page | 6. Contacts Directory |
| 2. Open Positions | 7. City Commission |
| 3. Police Dept | 8. Human Resources |
| 4. Building Permits | 9. Chief's Corner |
| 5. Agendas | 10. Planning & Zoning |



City Clerk Office

The City Clerk Office published agendas for all City's Public meetings: 2 City Commission Meetings, the Code Board Meeting, (cancelled), the Planning Zoning and Appeals Board Meeting (cancelled) and the Auditor Selection Committee.

The Clerk's Office also worked on the following issues throughout the month:

- Facility projects– the Versie Lee Mitchell Community Center gutter replacement; moving Municipal Park; expansion of security cameras at JB King Park; correction to on-going vandalism on Carver Field fence line, JB King Park and EJ Park
- 2022 Municipal Elections
- Going through official records to get ready to destroy those eligible for destruction per State guidelines; storage of official City records due to pending sale of 201 W. Moody Blvd.
- Working with City Attorney and City Planner on mass rezoning for 800+ parcels
- Working with NEFRC and City Planner for adoption of EAR Amendment



Business Tax Receipts (BTRs)

The City continues to process FY2021/2022 BTR renewals. Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing these renewals. The Flagler County Tax Collector Office sent out the FY 21/22 notices or e-mails in July 2021. The Interlocal Agreement was ended this year. Moving forward, the City will process all of its own BTR renewals.

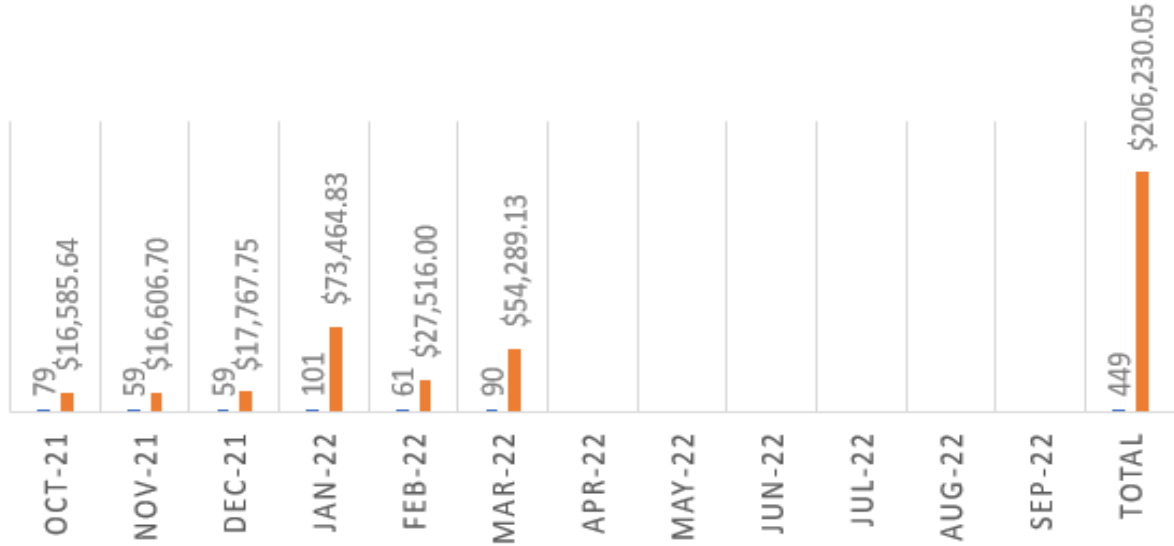
Businesses should have paid their FY21/22 BTR fees by September 30, 2021. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30, 2021**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st. There are still businesses which have not renewed their BTR.

Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5

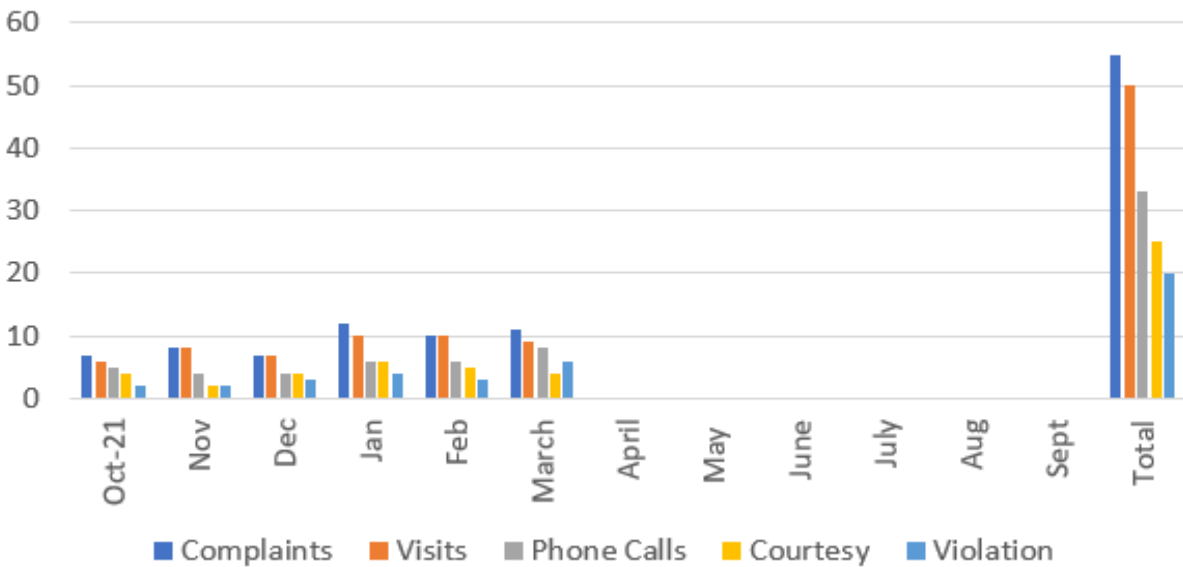
Community Development

PERMITS

of Permits Permit Amount

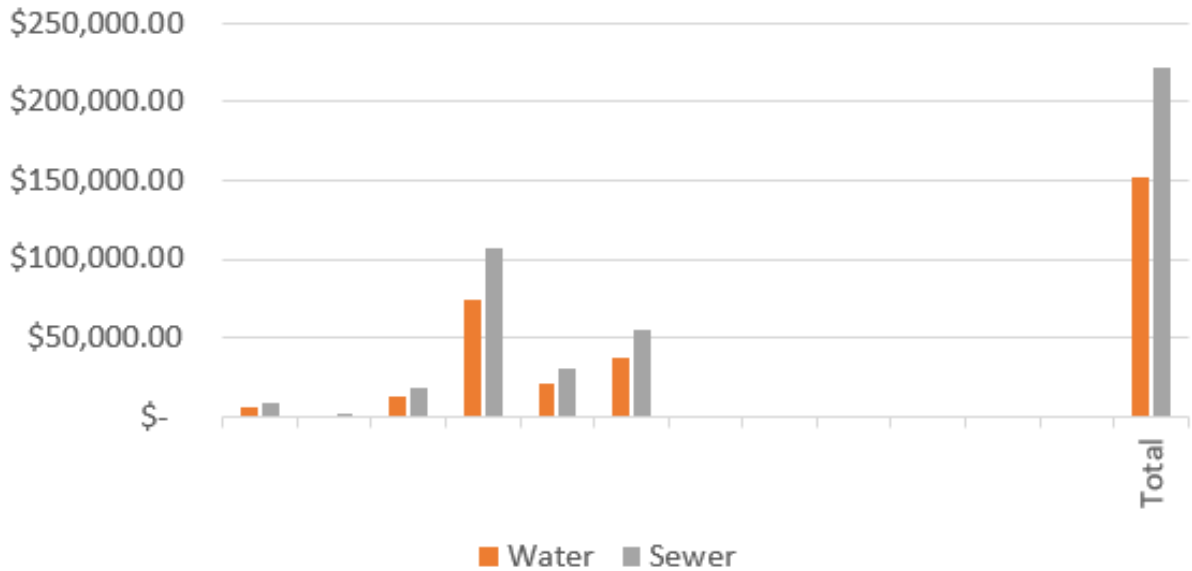


Code Enforcement

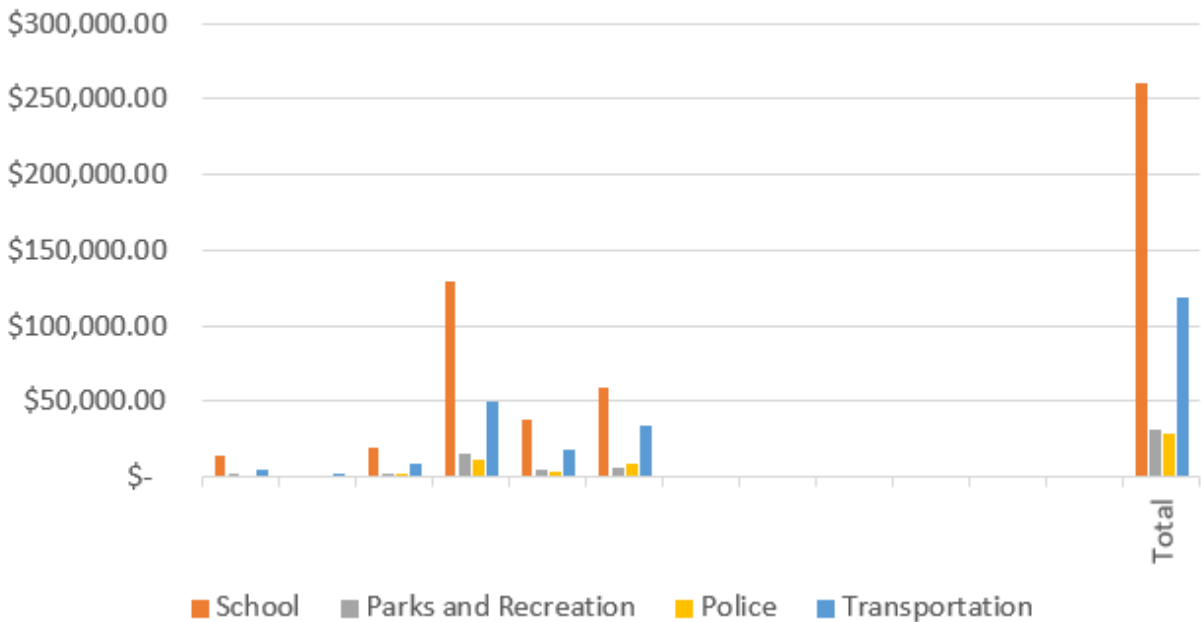


Community Development

Impact fees Water/Sewer



Impact Fees General Fund



Projects

| Grant Projects: | Expense | Grant Amt |
|---|-------------------------|----------------------------|
| <p>Community Development Block Grant (CDBG) - Hymon: Design in process. Received 30% design. Site visit with engineer completed.</p> | <p>\$5,000</p> | <p>\$700,000</p> |
| <p>Hazard Mitigation Grant Program (HMGP) - Mobile Generators: Grant closeout in process. Final inspection scheduled.</p> | <p>\$166,560</p> | <p>\$122,411</p> |
| <p>2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Cleaning and lining complete. Punch list in process.</p> | <p>\$312,906</p> | <p>\$500,000</p> |
| <p>HMGP COVID-19 Pandemic (DR-4486) - Westside Phase 3: Application under review. RFI's being received.</p> | | <p>\$350,000</p> |
| <p>Master Plan Projects:</p> | | <p>Funding Amt</p> |
| <p>WWTP Rehab/Expansion Construction Funding: USDA / SRF Loan Application submitted.</p> | | <p>\$12,000,000</p> |
| <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. Notice of selection for project funding received. Agreement in process.</p> | | <p>\$7,080,000</p> |
| <p>In-House Projects:</p> | <p>Expense</p> | <p>Budget</p> |
| <p>Stormwater Culvert Installation - 804 Fifth This is an internal project managed by the City's Infrastructure Public Works Department. Involves installation of grass retention swales and conveyance culverts in the place of the current ditches. Planning and material acquisition in process.</p> | | <p>\$15,000</p> |

Infrastructure

Capacities WTP/WWTP

- Capacity for the WWTP in March 2022 was 74% with a total of 7.72" of rainfall. Total influent flow for the month was 13.846MG, with a Daily Average of 0.447MG
- The WTP produced 10.100MG of drinking water, with a daily production average of 0.328MG in March 2022.

Police Department

The Bunnell Police Department was very active in the month of March in a variety of operational, administrative, and community-oriented tasks.

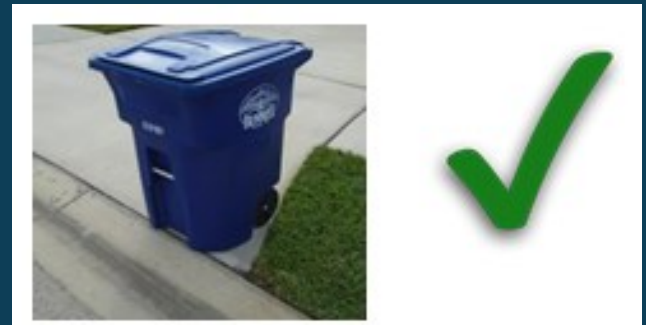
- Conducted “Operation New Day” to signal a renewed commitment to public safety in the City of Bunnell and to improve traffic safety at the onset of Bike Week.
 - On March 4, 2022, all full-time officers of the Bunnell Police Department along with several deputies from the Flagler County Sheriff’s Office combined resources to saturate the entire community. The operation lasted from 2:00 PM until 11:00 PM and resulted in 40 traffic stops, 34 warnings issued, 6 traffic citations issued, 1 criminal traffic citation issued, 1 field interview report written, and 3 misdemeanor arrests made. There were no drugs seized nor any felony arrests made during the operation.
- Reorganized the Police Department to a Servant Leadership model by investing the traditional organizational structure to emphasize the Residents, Business Owners, and Citizens of Bunnell at the top of the structure with each subsequent level dedicated to serving those above them to ensure the best police services are delivered.
- Hosted the 9463 Foundation from South Florida – Ride to Remember Sgt. Guida and Palm Coast Mayor David Alfin’s son.
 - About 50 riders attended and presented a Guida family member and Mayor Alfin each with a memorial quilt and painting of St. Michael – the patron saint of police officers.
 - Vice-Mayor Rogers and Commissioner Gordon attended.
 - Thanks to First Baptist of Bunnell for allowing us to use their facilities.
- Sergeant Bagwell & Officer Devane attended the Flagler Housing Authority’s Spring Cookout with a tent/table with crime prevention materials and junior officer badges.
- Met with the Carver Village Executive Director Christine Beyrer and discussed how we will work together to improve public safety.
 - The community received a \$220,000 grant to install new entry gates, lights, cameras, and tag readers.
- Future monthly reports will include data showing progress with crime reduction.

Solid Waste

| SERVICE | AMOUNT COLLECTED | TRUCK LOADS |
|--|------------------|-------------|
| Residential Garbage | 129.95 Tons | 16.94 |
| Residential Recycle | 35.45 Tons | 2.73 |
| Yard Waste | 118 Yards | 5.91 |
| Commercial Garbage | 220.22 Tons | 16.94 |
| Commercial Cardboard | 30.48 Tons | 2.34 |
| Scrap Metal | 0 | 0 |
| Construction & Demolition and Bulk debris | 29.83 Tons | 8.52 |

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 19/20 | FY 20/21 | FY 21/22 (as of 3/31/2022) |
|--|----------------|----------------|-------------------------------|
| Commercial Solid Waste | 1960.54 Tons | 1995.58 Tons | 1171.42 Tons |
| Residential Solid Waste | 1380.89 Tons | 1546.61 Tons | 723.30 Tons |
| Cardboard & Recycle | 585.98 Tons | 623.3 Tons | 305.58 Tons |
| Yard Waste | 1593.00 Yards | 1153 Yards | 573 Yards |
| Construction & Debris (C&D) | 315.51 Tons | 574.58 Tons | 139.09 Tons |
| Scrap/Misc. | 12.789 Tons | 4.27 Tons | 6.33 Tons |
| Yearly Total | 5848.71 | 5897.34 | 2918.72 |