

**CATHERINE D. ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

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



Crossroads of Flagler County

COMMISSIONERS:

PETE YOUNG

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, August 22, 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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. August 22, 2022 Warrant

C.2. Approval of Minutes

a. August 8, 2022 City Commission Meeting Minutes

C.3. Request Approval to Piggyback City of Ormond Beach US Water Contract

C.4. Request Approval to Piggyback Jacksonville Beach Agreement for Lab Testing Services

C.5. Request Approval to Piggyback Lee County Contract with Odyssey Manufacturing

D. Public Comments:

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

E. Ordinances: (Legislative): None

E.1. Ordinance 2022-16 Requesting to change the official zoning map for 14,392± acres of land within the City of Bunnell. - Second Reading

E.2. Ordinance 2022-20 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.48± acres of land, owned by Carl Lilavois, Bearing the

Parcel ID: 15-12-30-0850-02630-0030 from the "Single Family Low Density" to the "Multi-Family" future land use category. - Second Reading

- E.3.** Ordinance 2022-21 Requesting to change the official zoning map for 0.48± acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID 15-12-30-0850-02630-0030 from the "R-1, Single Family Residential" district to the "R-3B, Multi-family Residential" district. - Second Reading
- E.4.** Ordinance 2022-19 Requesting the Voluntary Contraction of the City's Boundary for a 1,979± acre property located north of State Highway 100. - First Reading
- E.5.** Ordinance 2022-22 Requesting to change the Future Land Use Map in the Comprehensive Plan for a portion of a 26.57+/- property, owned by Oare Warehouse LLC, Bearing the Parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "Commercial Medium" to the "Multi-Family" future land use designation- First Reading.
- E.6.** Ordinance 2022-23 Requesting to change the official zoning map for a portion of a 26.57+/- acre property, owned by Oare Warehouse LLC, Bearing the parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "B-1, Commercial District" to "R-3B, Multiple-Family Residential District" - First Reading
- E.7.** Ordinance 2022-24 Requesting to change the Future Land Use Map in the Comprehensive Plan for 74.98+ acres of land, owned by Oare Associates, LLC ,from the Mixed Use to the Multi-Family District" future land use designation. - First Reading
- E.8.** Ordinance 2022-25 Requesting to change the official zoning map for 74.98 +/- acres of land, owned by Oare Associates, LLC, Bearing the Parcel ID: 12-12-30-0650-000C0-0070 from City of Palm Coast COM-1 (COPC) to City of Bunnell R-3B (Multiple-Family Residential). - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request to pay the costs of \$1,710.00 to Flagler Humane Society for the removal and care of animals within the City of Bunnell as a result of an animal cruelty case.
- H.2.** 2023 Northeast Florida Regional Council Legislative Priorities
- H.3.** Request Approval of Grant Agreement between the City of Bunnell and ACOE for the Wastewater Treatment Plant Expansion/Rehab Construction Project

I. Reports:

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

City Manager Report- July 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 August 15, 2022



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 8/22/2022

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: 4C's Trucking & Excavation, Inc.					
	08/12/2022	4C's Trucking & Excavation, Inc.	White Shell for Road Repairs	001-0541-541.5300	988.20
			Vendor 4C's Trucking & Excavation, Inc. Total:		988.20
Vendor: Advance Stores Company, Incorporated					
	08/10/2022	Advance Stores Company, Inco...	Fuel Filter for Bobcat #504 Ma...	001-0541-541.4640	24.00
	08/04/2022	Advance Stores Company, Inco...	Inverter - Changing Power Tool..	001-0541-541.5264	163.44
			Vendor Advance Stores Company, Incorporated Total:		187.44
Vendor: Advanced Environmental Laboratories, Inc.					
	08/01/2022	Advanced Environmental Labo...	Water Testing July 2022	404-0535-535.3400	545.49
			Vendor Advanced Environmental Laboratories, Inc. Total:		545.49
Vendor: AG-PRO, LLC					
	08/04/2022	AG-PRO, LLC	Bushhog #819 Rear Wheel Rep...	001-0541-541.4640	138.22
	08/04/2022	AG-PRO, LLC	Replace Broken Tail Light #728	001-0541-541.4640	173.41
			Vendor AG-PRO, LLC Total:		311.63
Vendor: Boulevard Tire Center					
	06/01/2022	Boulevard Tire Center	(4) Tires, Balance, Disposal, Sta...	001-0521-521.4620	659.20
	08/03/2022	Boulevard Tire Center	Weedeater Rack for Gator	001-0541-541.5264	858.88
	08/04/2022	Boulevard Tire Center	Replace Worn Tires #715	001-0541-541.4640	211.90
			Vendor Boulevard Tire Center Total:		1,729.98
Vendor: Bunnell Auto Supply, Inc.					
	06/07/2022	Bunnell Auto Supply, Inc.	12V Test Light	001-0549-549.5265	14.00
	07/29/2022	Bunnell Auto Supply, Inc.	Front Axle Hose and Fittings #...	001-0541-541.4640	86.45
	08/02/2022	Bunnell Auto Supply, Inc.	Hydraulic Hose Fittings, 12mxt...	402-0534-534.4620	302.03
	08/03/2022	Bunnell Auto Supply, Inc.	Hexagon Set Tool	001-0549-549.5265	22.99
	08/04/2022	Bunnell Auto Supply, Inc.	Hose Clamps x2	402-0534-534.4620	8.58
			Vendor Bunnell Auto Supply, Inc. Total:		434.05
Vendor: Charter Communications Holdings LLC					
	07/27/2022	Charter Communications Hold...	200 Tolman St 7/26-8/25	404-0535-535.4100	109.26
			Vendor Charter Communications Holdings LLC Total:		109.26
Vendor: Christopher Hughes					
	05/31/2022	Christopher Hughes	Fire Inspections 5/31-7/21/22	001-0512-512.3401	918.00
	05/31/2022	Christopher Hughes	Fire Inspections 5/31-7/21/22	001-0524-524.3401	310.00
			Vendor Christopher Hughes	Total:	1,228.00
Vendor: City Electric Supply Company					
	07/21/2022	City Electric Supply Company	Lift Station Electrical Repair Pa...	404-0535-535.4640	1,132.24
			Vendor City Electric Supply Company Total:		1,132.24
Vendor: Compressed Air Systems Inc.					
	03/25/2022	Compressed Air Systems Inc.	Air Compressor Installation	401-0533-533.6400	2,050.00
	04/28/2022	Compressed Air Systems Inc.	Kaeser SK 15 Aircenter (Integra...	401-0533-533.6400	7,909.73
	04/28/2022	Compressed Air Systems Inc.	Flex Line	401-0533-533.6400	35.00
	04/28/2022	Compressed Air Systems Inc.	Condensate Management Syst...	401-0533-533.6400	404.50
	04/28/2022	Compressed Air Systems Inc.	Startup by Certified Technician	401-0533-533.6400	175.00
	04/28/2022	Compressed Air Systems Inc.	Kaeser #F26KE Coalescing & Pa...	401-0533-533.6400	285.50
			Vendor Compressed Air Systems Inc. Total:		10,859.73
Vendor: DG Hardware, Inc.					
	07/29/2022	DG Hardware, Inc.	Parts to Repair WWTP Dechlor...	404-0535-535.4640	17.26
	08/10/2022	DG Hardware, Inc.	Ladder for Street Sign Work	001-0541-541.5200	94.99
	08/10/2022	DG Hardware, Inc.	5/8"x50' Hose WTP	401-0533-533.5205	19.99
	08/02/2022	DG Hardware, Inc.	Fasteners x2	402-0534-534.4620	1.70
	08/02/2022	DG Hardware, Inc.	Fasteners x2	402-0534-534.4620	1.58
	08/04/2022	DG Hardware, Inc.	Supplies for Repair&Maint. Sto...	001-0541-541.5200	178.34

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/04/2022	DG Hardware, Inc.	Gas Blowers	001-0541-541.5264	278.00
	08/05/2022	DG Hardware, Inc.	Pick up Tool, DSP Gloves, Shov...	402-0534-534.5200	32.32
	08/05/2022	DG Hardware, Inc.	Pick up Tool, DSP Gloves, Shov...	402-0534-534.5265	20.39
	08/05/2022	DG Hardware, Inc.	Pick up Tool, DSP Gloves, Shov...	402-0534-534.5265	27.53
		Vendor DG Hardware, Inc. Total:			672.10
Vendor: Dynameter					
	02/14/2022	Dynameter	PD Speedometer Calibrations	001-0521-521.4620	200.00
	08/10/2022	Dynameter	PD Speedometer Calibrations	001-0521-521.4620	240.00
		Vendor Dynameter Total:			440.00
Vendor: Economy Control Systems, Inc.					
	08/05/2022	Economy Control Systems, Inc.	Lift Station Heater Elements + ...	404-0535-535.4640	967.09
		Vendor Economy Control Systems, Inc. Total:			967.09
Vendor: Environmental Land Services of Flagler County, Inc					
	08/12/2022	Environmental Land Services of..	Garbage Dumping 8/5-8/11/22	402-0534-534.3400	4,523.80
	08/12/2022	Environmental Land Services of..	Roll off Container for Garbage	402-0534-534.4900	918.58
	08/05/2022	Environmental Land Services of..	Garbage Dumping 7/29-8/4/22	402-0534-534.3400	4,041.17
	08/09/2022	Environmental Land Services of..	Red Shell for Road Repairs	001-0541-541.5300	540.20
		Vendor Environmental Land Services of Flagler County, Inc Total:			10,023.75
Vendor: Expert Chemical Sales & Service LLC					
	07/28/2022	Expert Chemical Sales & Servic...	TP, Towels, Liiners, Urinal Cakes	001-0572-572.5200	557.50
		Vendor Expert Chemical Sales & Service LLC Total:			557.50
Vendor: Ferguson Waterworks #3650					
	08/05/2022	Ferguson Waterworks #3650	Materials for Locates	001-0541-541.5200	189.96
		Vendor Ferguson Waterworks #3650 Total:			189.96
Vendor: Flagler County Clerk of Courts					
	08/01/2022	Flagler County Clerk of Courts	Clerk of Courts Recording Fee	001-0512-512.3300	88.00
		Vendor Flagler County Clerk of Courts Total:			88.00
Vendor: Flagler Humane Society					
	08/04/2022	Flagler Humane Society	Animal Intake/Control Services...	001-0562-562.3402	2,052.00
		Vendor Flagler Humane Society Total:			2,052.00
Vendor: Florida Department of Revenue					
	07/30/2022	Florida Department of Revenue	Re-Employment Tax - Loiry Ne...	001-0513-513.2500	1,925.00
		Vendor Florida Department of Revenue Total:			1,925.00
Vendor: Hawkins Inc					
	07/29/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	600.00
	08/05/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	480.00
		Vendor Hawkins Inc Total:			1,080.00
Vendor: HD Supply Facilities Maintenance Ltd					
	07/29/2022	HD Supply Facilities Maintena...	Boots for Kat	401-0533-533.5220	45.70
	08/02/2022	HD Supply Facilities Maintena...	Lab Supplies for WWTP	404-0535-535.5200	125.90
		Vendor HD Supply Facilities Maintenance Ltd Total:			171.60
Vendor: Heritage Landscape Supply Group, Inc.					
	06/21/2022	Heritage Landscape Supply Gr...	Herbicides for Weed Control	001-0541-541.5200	378.50
	07/25/2022	Heritage Landscape Supply Gr...	Flag Repair and Chemicals	001-0541-541.5200	323.05
		Vendor Heritage Landscape Supply Group, Inc. Total:			701.55
Vendor: Hydradry Inc					
	07/03/2022	Hydradry Inc	Remediation Services Coquina...	001-0572-572.4610	77,326.13
	07/03/2022	Hydradry Inc	Remediation Services Coquina...	001-0572-572.4610	18,390.00
		Vendor Hydradry Inc Total:			95,716.13
Vendor: JB Rent-All Inc					
	08/10/2022	JB Rent-All Inc	Hammer Drill Rental US1 Repai...	401-0533-533.4400	55.86
		Vendor JB Rent-All Inc Total:			55.86
Vendor: Joreb Inc					
	08/11/2022	Joreb Inc	Chainsaw for Tree Trimming &...	001-0541-541.5264	335.99
	08/11/2022	Joreb Inc	Trimmers for Weed Control	001-0541-541.5264	703.98

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/04/2022	Joreb Inc	Blower for Unit 715 - Cleaning...	001-0541-541.5264	890.00
				Vendor Joreb Inc Total:	1,929.97
Vendor: Locaters International, Inc.					
	06/02/2022	Locaters International, Inc.	Polygraph - PD - J. Traylor	001-0521-521.4900	150.00
	08/01/2022	Locaters International, Inc.	Polygraph - PD - Jacob Kraker	001-0521-521.4900	150.00
				Vendor Locaters International, Inc. Total:	300.00
Vendor: Lowe's Companies, Inc					
	08/03/2022	Lowe's Companies, Inc	AC Cover Lock	001-0572-572.4610	19.94
	08/03/2022	Lowe's Companies, Inc	Auger	001-0572-572.5264	255.55
	08/04/2022	Lowe's Companies, Inc	WTP Compressor Repair Parts	401-0533-533.4640	14.60
	08/08/2022	Lowe's Companies, Inc	Trench Spade Shovels & Post ...	001-0541-541.5265	132.04
				Vendor Lowe's Companies, Inc Total:	422.13
Vendor: Lynch Oil Company					
	08/09/2022	Lynch Oil Company	Tank 2	001-0541-541.5215	1,019.37
				Vendor Lynch Oil Company Total:	1,019.37
Vendor: MacData LLC					
	07/31/2022	MacData LLC	Background Check Greiner, Jo...	404-0535-535.4900	30.00
				Vendor MacData LLC Total:	30.00
Vendor: Maudlin International Trucks					
	03/18/2022	Maudlin International Trucks	Speedometer	402-0534-534.4620	922.59
	03/24/2022	Maudlin International Trucks	#927 - Flash New Dash Cluster	402-0534-534.4620	318.71
				Vendor Maudlin International Trucks Total:	1,241.30
Vendor: Medi-Quick Urgent Care					
	07/01/2022	Medi-Quick Urgent Care	New Hire - Greiner/Ertel	401-0533-533.4900	76.00
				Vendor Medi-Quick Urgent Care Total:	76.00
Vendor: Michael Leo Dove					
	07/25/2022	Michael Leo Dove	Building Inspection 7/25-8/5/22	001-0524-524.3401	2,650.00
				Vendor Michael Leo Dove Total:	2,650.00
Vendor: Monro, Inc					
	07/23/2022	Monro, Inc	3 11R 22.5 Tires for R2 Rental S..	402-0534-534.4620	1,695.66
				Vendor Monro, Inc Total:	1,695.66
Vendor: NextEra Energy Inc					
	07/25/2022	NextEra Energy Inc	56661-53118 July 2022	001-0519-519.4300	664.72
	07/29/2022	NextEra Energy Inc	02735-15245 July 2022	001-0519-519.4300	91.92
	07/29/2022	NextEra Energy Inc	06115-08987 July 2022	404-0535-535.4300	71.28
	07/29/2022	NextEra Energy Inc	16455-03937 July 2022	001-0541-541.4300	1,194.55
	07/29/2022	NextEra Energy Inc	16525-04919 July 2022	404-0535-535.4300	11,876.97
	07/29/2022	NextEra Energy Inc	16885-09957 July 2022	404-0535-535.4300	67.41
	07/29/2022	NextEra Energy Inc	27076-01973 July 2022	404-0535-535.4300	61.62
	07/29/2022	NextEra Energy Inc	27516-03917 July 2022	404-0535-535.4300	183.65
	07/29/2022	NextEra Energy Inc	50935-93118 July 2022	001-0519-519.4300	56.68
	07/29/2022	NextEra Energy Inc	51926-14112 July 2022	001-0519-519.4300	223.49
	08/01/2022	NextEra Energy Inc	37390-07957 July 2022	001-0541-541.4300	3,337.14
	08/01/2022	NextEra Energy Inc	37400-05982 July 2022	001-0541-541.4300	194.64
	08/03/2022	NextEra Energy Inc	47533-10046 July 2022	404-0535-535.4300	56.90
	08/04/2022	NextEra Energy Inc	09445-94365 July 2022	404-0535-535.4300	27.67
	08/04/2022	NextEra Energy Inc	23515-07823 July 2022	401-0533-533.4300	26.59
	08/05/2022	NextEra Energy Inc	14322-90094 July 2022	001-0572-572.4300	32.53
	08/05/2022	NextEra Energy Inc	16239-97200 July 2022	001-0541-541.4300	35.41
	08/05/2022	NextEra Energy Inc	56811-06810 July 2022	001-0541-541.4300	192.03
	08/05/2022	NextEra Energy Inc	56821-04848 July 2022	001-0541-541.4300	26.40
	08/05/2022	NextEra Energy Inc	56831-02874 July 2022	001-0541-541.4300	78.18
	08/05/2022	NextEra Energy Inc	59268-64496 July 2022	401-0533-533.4300	91.90
	08/05/2022	NextEra Energy Inc	60520-97182 July 2022	001-0521-521.4300	12.00
	08/05/2022	NextEra Energy Inc	66101-97182 July 2022	001-0572-572.4300	840.98
	08/05/2022	NextEra Energy Inc	66311-06884 July 2022	001-0541-541.4300	35.56
	08/05/2022	NextEra Energy Inc	67468-67586 July 2022	001-0541-541.4300	27.48

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/05/2022	NextEra Energy Inc	68117-21478 July 2022	001-0521-521.4300	12.02
	08/05/2022	NextEra Energy Inc	76171-09884 July 2022	404-0535-535.4300	91.01
	08/05/2022	NextEra Energy Inc	79034-46115 July 2022	001-0521-521.4300	12.02
	08/05/2022	NextEra Energy Inc	82864-01883 July 2022	404-0535-535.4300	48.46
	08/05/2022	NextEra Energy Inc	93326-99348 July 2022	001-0521-521.4300	12.02
	08/05/2022	NextEra Energy Inc	95527-02467 July 2022	404-0535-535.4300	28.72
	08/05/2022	NextEra Energy Inc	99040-97517 July 2022	001-0519-519.4300	167.20
		Vendor NextEra Energy Inc		Total:	19,879.15
Vendor: Nextran					
	08/01/2022	Nextran	Exhaust Pipe, Freight	402-0534-534.4620	789.33
		Vendor Nextran Total:			789.33
Vendor: Nicholson A/C & Heating, Inc.					
	08/01/2022	Nicholson A/C & Heating, Inc.	Ice Machine Lease - August 20...	001-0541-541.4400	130.00
		Vendor Nicholson A/C & Heating, Inc. Total:			130.00
Vendor: Office Depot Inc					
	07/13/2022	Office Depot Inc	Case of Paper - Scotch Tape Re...	001-0521-521.5100	76.43
		Vendor Office Depot Inc Total:			76.43
Vendor: OneSource Parts LLC					
	06/06/2022	OneSource Parts LLC	Emergency Repairs to Truck #...	402-0534-534.4620	13,274.64
		Vendor OneSource Parts LLC Total:			13,274.64
Vendor: Palm Coast Observer, LLC					
	08/11/2022	Palm Coast Observer, LLC	Public Hearing Ord 2022-16 M...	001-0512-512.4800	260.00
	08/11/2022	Palm Coast Observer, LLC	Public Hearing Ref. 2022-21 Lil...	001-0512-512.4800	162.50
	08/11/2022	Palm Coast Observer, LLC	Public Hearing Ord 2022-20 Lil...	001-0512-512.4800	182.00
		Vendor Palm Coast Observer, LLC Total:			604.50
Vendor: Rayco Funding & Development, Inc					
	08/03/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
	08/09/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
		Vendor Rayco Funding & Development, Inc	Total:		3,150.00
Vendor: RDK TRUCK SALES AND SERVICE INC					
	08/10/2022	RDK TRUCK SALES AND SERVIC...	Solid Waste Truck Rental (Mon...	402-0534-534.4400	8,000.00
	08/10/2022	RDK TRUCK SALES AND SERVIC...	Emergency 3-Month Truck Lea...	402-0534-534.4400	12,000.15
		Vendor RDK TRUCK SALES AND SERVICE INC	Total:		20,000.15
Vendor: Ridgecrest Products, Inc.					
	07/11/2022	Ridgecrest Products, Inc.	Medal of Valor, Service Bar, Ru...	001-0521-521.5220	332.00
		Vendor Ridgecrest Products, Inc. Total:			332.00
Vendor: Rush Truck Centers of Florida Inc					
	07/31/2022	Rush Truck Centers of Florida I...	#905 A/C Compressor	402-0534-534.4620	60.90
		Vendor Rush Truck Centers of Florida Inc Total:			60.90
Vendor: Staples Inc					
	08/01/2022	Staples Inc	DX54548-01 Base Rate 8/5-11...	001-0541-541.3400	13.30
	08/01/2022	Staples Inc	DX54548-01 Base Rate 8/5-11...	401-0533-533.3401	17.15
	08/01/2022	Staples Inc	DX54548-01 Overage 5/5-8/4/...	401-0533-533.3401	25.65
	08/01/2022	Staples Inc	DX54548-01 Base Rate 8/5-11...	404-0535-535.3400	17.15
	08/01/2022	Staples Inc	DX54548-01 Overage 5/5-8/4/...	404-0535-535.3400	25.65
	08/01/2022	Staples Inc	PC3076-PC01 - Contract/Over...	001-0513-513.3400	68.75
		Vendor Staples Inc Total:			167.65
Vendor: Staples, Inc					
	07/29/2022	Staples, Inc	Wireless Laser Moust Batteries..	001-0513-513.5100	51.98
	08/11/2022	Staples, Inc	Screen Cleaner, Duster, Post It...	001-0512-512.5100	10.67
	08/05/2022	Staples, Inc	Copy Paper, Legal Size Folders	001-0512-512.5100	88.05
	08/05/2022	Staples, Inc	Copy Paper, Legal Size Folders	001-0524-524.5100	63.14
		Vendor Staples, Inc Total:			213.84
Vendor: Strickland Sod Farm, Inc.					
	08/01/2022	Strickland Sod Farm, Inc.	CP Ditch/Swale Rework - Mate...	001-0538-538.6300	790.00
		Vendor Strickland Sod Farm, Inc. Total:			790.00

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Sunshine State One Call of Florida, Inc					
	07/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing Jul...	401-0533-533.3401	45.52
	07/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing Jul...	404-0535-535.3400	45.53
		Vendor Sunshine State One Call of Florida, Inc Total:			91.05
Vendor: Tara A. Fisher					
	08/03/2022	Tara A. Fisher	Diagnostic - C-Dual Run/Start c...	001-0519-519.4610	231.00
		Vendor Tara A. Fisher Total:			231.00
Vendor: The Gaboton Group, LLC					
	08/01/2022	The Gaboton Group, LLC	Retainer - August 2022	001-0511-511.3100	2,000.00
		Vendor The Gaboton Group, LLC Total:			2,000.00
Vendor: Thompson Pump and Manufacturing Company Inc					
	07/27/2022	Thompson Pump and Manufac...	Hose and Cam-loc for WWTP	404-0535-535.5200	133.07
		Vendor Thompson Pump and Manufacturing Company Inc Total:			133.07
Vendor: Tom Nehl Jacksonville, Inc					
	07/06/2022	Tom Nehl Jacksonville, Inc	Clutch Fan Assembly #905, Co...	402-0534-534.4620	1,429.00
		Vendor Tom Nehl Jacksonville, Inc Total:			1,429.00
Vendor: Traffic Supplies & Distribution LLC					
	08/09/2022	Traffic Supplies & Distribution ...	Signs with City Logo	001-0541-541.5310	550.00
		Vendor Traffic Supplies & Distribution LLC Total:			550.00
Vendor: Trailco Group, Inc					
	08/14/2022	Trailco Group, Inc	604 E Moody 4-6 Sept Rent/Tr...	001-0519-519.4400	2,520.00
		Vendor Trailco Group, Inc Total:			2,520.00
Vendor: Tyler Technologies					
	06/30/2022	Tyler Technologies	Insite Transaction Fees - UB	401-0533-533.4900	1,483.18
	06/30/2022	Tyler Technologies	Insite Transaction Fees - UB	402-0534-534.4900	1,483.64
	06/30/2022	Tyler Technologies	Insite Transaction Fees - UB	404-0535-535.4900	1,483.18
		Vendor Tyler Technologies	Total:		4,450.00
Vendor: UniFirst Corporation					
	06/01/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	28.17
	06/01/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	06/01/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	06/01/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	06/01/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	06/01/2022	UniFirst Corporation	Uniform Maintenance	401-0535-535.5220	16.16
	06/01/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	06/15/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5200	28.17
	06/15/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	06/15/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	06/15/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	06/15/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	06/15/2022	UniFirst Corporation	Uniform Maintenance	401-0535-535.5220	16.16
	06/15/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	08/10/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5200	28.17
	08/10/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	08/10/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	08/10/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	08/10/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	08/10/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	08/10/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	16.16
	08/03/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5200	28.17
	08/03/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	08/03/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	08/03/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	08/03/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	08/03/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5200	17.63
	08/03/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	16.16
		Vendor UniFirst Corporation Total:			523.28

Expense Approval Register

Packet: APPKT07665 - 08.22.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: USA Services of Florida Inc					
	07/21/2022	USA Services of Florida Inc	Street Sweeping July 2022	001-0538-538.3400	700.00
Vendor USA Services of Florida Inc Total:					700.00
Vendor: Verizon Connect Telo Inc.					
	08/01/2022	Verizon Connect Telo Inc.	Gov't Fleet/Camera Sub. 8/1-8...	001-0541-541.4100	76.40
	08/01/2022	Verizon Connect Telo Inc.	Gov't Fleet/Camera Sub. 8/1-8...	001-0572-572.4100	57.30
	08/01/2022	Verizon Connect Telo Inc.	Gov't Fleet/Camera Sub. 8/1-8...	401-0533-533.4100	76.40
	08/01/2022	Verizon Connect Telo Inc.	Gov't Fleet/Camera Sub. 8/1-8...	401-0535-535.4100	76.40
	08/01/2022	Verizon Connect Telo Inc.	Gov't Fleet/Camera Sub. 8/1-8...	402-0534-534.4100	152.40
Vendor Verizon Connect Telo Inc. Total:					438.90
Vendor: W. Alboum Hat Co., Inc					
	04/26/2022	W. Alboum Hat Co., Inc	Blk Headstrap, Campaign Cord,..	001-0521-521.5220	1,698.00
Vendor W. Alboum Hat Co., Inc Total:					1,698.00
Vendor: WB Mason					
	08/04/2022	WB Mason	Water for Crews	401-0533-533.5205	145.92
	08/04/2022	WB Mason	Water for Crews	404-0535-535.5200	145.93
Vendor WB Mason Total:					291.85
Grand Total:					216,055.73

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	131,280.44
401 - WATER	13,146.31
402 - SOLID WASTE	50,075.22
404 - SEWER	21,553.76
Grand Total:	216,055.73

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0512-512.3300	Recording Fees	88.00
001-0512-512.3401	Fire Inspection Exp.	918.00
001-0512-512.4800	Advertising	604.50
001-0512-512.5100	Office Supplies Expenses	98.72
001-0513-513.2500	Unemployment Comp Exp	1,925.00
001-0513-513.3400	Other Contract Services	68.75
001-0513-513.5100	Office Supplies Expense	51.98
001-0519-519.4300	Utilities	1,204.01
001-0519-519.4400	Rental/Lease	2,520.00
001-0519-519.4610	Repairs & Maint. - Building	231.00
001-0521-521.4300	Utility - Public Services	48.06
001-0521-521.4620	Repair / Maint - Vehicles	1,099.20
001-0521-521.4900	Other Current Chgs & Obl...	300.00
001-0521-521.5100	Office Supplies Expenses	76.43
001-0521-521.5220	Uniforms Exp	2,030.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	2,960.00
001-0524-524.5100	Office Supplies Expenses	63.14
001-0538-538.3400	Other Contract Services	700.00
001-0538-538.6300	Improvements - Other Th...	790.00
001-0541-541.3400	Other Contract Services	13.30
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	5,121.39
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4640	Equipment Repair & Maint..	633.98
001-0541-541.5200	Operating Supplies	1,249.35
001-0541-541.5215	Fuel - Off Road Diesel	1,019.37
001-0541-541.5220	Uniforms Exp	28.17
001-0541-541.5264	Small Equipment Purchase	3,230.29
001-0541-541.5265	Tools	132.04
001-0541-541.5300	Road Repair Local Option -..	1,528.40
001-0541-541.5310	Signage	550.00
001-0549-549.5220	Uniforms	46.64
001-0549-549.5265	Tools	36.99
001-0562-562.3402	Humane Society Contract	2,052.00
001-0572-572.4100	Communications Expense	57.30
001-0572-572.4300	Utility - Public Services	873.51
001-0572-572.4610	Repair / Maint - Bldgs	95,736.07
001-0572-572.5200	Operating Supplies	641.82
001-0572-572.5220	Uniforms Exp	91.08
001-0572-572.5264	Small Equipment Purchase	255.55
401-0533-533.3401	Other Contract Services	88.32
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4300	Utility - Public Services	118.49
401-0533-533.4400	Rental / Lease Expense	55.86
401-0533-533.4640	Repair / Maint - Equipme...	14.60
401-0533-533.4900	Other Current Chgs & Obl...	1,559.18
401-0533-533.5205	Operating Supplies Exp - ...	165.91
401-0533-533.5220	Uniforms Exp	99.10
401-0533-533.6400	Machinery/Equipment Ex...	10,859.73
401-0535-535.4100	Communications Expense	76.40

Account Summary

Account Number	Account Name	Expense Amount
401-0535-535.5220	Uniforms Exp	32.32
402-0534-534.3400	Other Contract Services - ...	8,564.97
402-0534-534.4100	Communications - Solid ...	152.40
402-0534-534.4400	Rental/Lease - Solid Waste	20,000.15
402-0534-534.4620	Repair/Maint Vehicles - So..	18,804.72
402-0534-534.4900	Other Current Charges - S...	2,402.22
402-0534-534.5200	Operating Supplies	49.95
402-0534-534.5220	Uniforms - Solid Waste	52.89
402-0534-534.5265	Tools	47.92
404-0535-535.3400	Other Contractual Services	3,783.82
404-0535-535.4100	Communications	109.26
404-0535-535.4300	Utilities	12,513.69
404-0535-535.4640	Repairs & Maint. - Equip...	2,116.59
404-0535-535.4900	Other Current Charges & ...	1,513.18
404-0535-535.5200	Operating Supplies	1,484.90
404-0535-535.5220	Uniforms	32.32
	Grand Total:	216,055.73

Project Account Summary

Project Account Key	Expense Amount
None	215,265.73
WSD-804 Fifth Mat.	790.00
	Grand Total:
	216,055.73



City of Bunnell, Florida

ATTACHMENTS:

Description	Type
Proposed Minutes	Minutes
Letters handed in Regarding E2 & E3	Exhibit

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

VACANT

BUNNELL CITY COMMISSION MINUTES

Monday, August 08, 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 Robinson; Vice Mayor John Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; City Attorney Wade Vose; City Attorney John Cary; City Manager Alvin B. Jackson, Jr.; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Pastor Daisy Henry led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Pedestrian and Cyclist Safety Week

Mayor Robinson read the proclamation into record.

C. Consent Agenda:

C.1. Approval of Warrant

a. August 08, 2022, Warrant

C.2. Approval of Minutes

a. July 20, 2022 City Commission Workshop Minutes

b. July 25, 2022 City Commission Meeting Minutes

C.3. Request Approval to Apply for a Waiver to the Annual Water Treatment Plant Permit Fee

C.4. Request Approval for the Authorization to the East Flagler Mosquito Control District vendors for Aerial Spraying over Congested Areas

C.5. Request to Approve Third Amendment to Contract# 2020-14 for Solid Waste Dumping Services

C.6. Edward Byrne Memorial JAG County Grant

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

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.

Amy Gauvin (S Forsyth St.)- stated her water bill had increased 12% but she has not seen any improvements. She stated rumors among the public where the City had used these water funds to restore the City Hall.

Daisy Henry (E. Drain St.)- requested Chief Brannon conduct a traffic study at the daycare on the corner of E. Drain St. and S. State St/US 1.

Zane Kelly (Old Haw Creek Rd)- reported the condition of road on Old Haw Creek Road and State Road 11 has become washed out and dangerous; he requested the City inspect this area and fix the road to make it safer.

With direction from the Mayor, staff responded to Public Comments. City Manager Jackson explained the water study completed which required the City to raise utility rates 12% per year in order to address the improvements needed for the utility system. None of the dollars collected for utility payments were used on the City Hall. He did advise that building had recently sold. Mayor Robinson also emphasized the work on the Historic Coquina City Hall is being done through a grant and already budgeted funds. Vice Mayor Rogers stated there are laws that prevent Enterprise (water/sewer) monies being miss used.

Infrastructure Director Vost addressed Old Haw Creek Road. The county planned to begin repairs in this area August; he will follow up with the County again for another update. He also advised the City will check out the area and will take action to correct immediate safety problems.

E. Ordinances: (Legislative):

E.1. Ordinance 2022-16 Requesting to change the official zoning map for 14,392± acres of land within the City of Bunnell. - First Reading

City Attorney Vose read the short title into the record. City Planner Karet explained the item and explained the phases being undertaken to ensure all properties in the City have City zoning. The item currently before the Board is Phase One and matches all properties with inconsistent zoning to the already adopted Future Land Use designation.

Motion: Approve Ordinance 2022-16 Requesting to change the official zoning map for 14,392± acres of land within the City of Bunnell. - First Reading

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: City Manager Jackson explained this was a mass rezoning of many of the properties annexed into the City as they still had Flagler County zoning on them, bringing these properties into zoning compliance so they can be developed. He advised a lot of meetings and conversations were had with owners of the properties to help them understand what is being done. City Planner Karet stated

this is the first of three phases, involving 14,392 acres. City Planner Karet also explained the process for Phases 2 and 3. City Attorney Vose stated this was not a quasi-judicial hearing but a legislative hearing. Vice Mayor Rogers disclosed he had several calls from citizens including Hutch King and Elbert Tucker about their concerns with this rezoning of agriculture properties. Staff explained the notification and advertisement process required for this action; any property owner being affected by this proposed ordinance has received at least two different letters, once for the Planning Board Hearing and again for the Hearing being held tonight. Vice Mayor Rogers reiterated this action is only matching like land use designation with a like City zoning designation.

Public Discussion: Pete Johnson (Old Haw Creek) asked if someone tries to change their property to commercial will the landowners next to the property be notified and went into a matter that happened earlier in the year near him. City Manager Jackson addressed the question and explained the local regulations changed earlier this year due to the situation cited. Kevin Kelly (Old Haw Creek Rd.) questioned the 10 acres next to his property which were changed earlier this year and asked if the City was changing everything back. Staff advised that property has a consistent land use and zoning designation, and they are not in this ordinance. This proposed ordinance is dealing with the first grouping of properties that have a City of Bunnell Land Use Designation but either a Flagler County Zoning Designation or no designation at all and is only matching the zoning to the existing Land Use Designation. Zane Kelly (Old Haw Creek Rd.) had several questions about the properties included in this action. The Public was directed to the agenda at the back of the room which had all the attachments and maps of the affected properties for this item.

Vote: Motion carried unanimously

E.2. Ordinance 2022-20 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.48± acres of land, owned by Carl Lilavois, Bearing the Parcel ID: 15-12-30-0850-02630-0030 from the "Single Family Low Density" to the "Multi-Family" future land use category. - First Reading

City Attorney Vose read the short title into the record. Mayor Robinson asked the applicant to explain plans for the property. Applicant, Carl Lilavois, explained he plans to build duplexes- most likely a total of six units- on the property. He has redeveloped several properties in the City into high end rentals and he has waiting lists for people trying to get into his units because of their quality and the rent he charges.

Motion: Approve Ordinance 2022-20 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.48± acres of land, owned by Carl Lilavois, Bearing the Parcel ID: 5-12-30-0850-02630-0030 from the "Single Family Low Density" to the "multi-Family" future land use category. - First Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: City Planner Karet explained about the mixed zoning in this area having properties with Industrial, Commercial and Single Family, but no transition from the heavy industrial/commercial uses to the single family; this planned change would allow for a better transition. Mr. Lilavois also explained the property to the north of these is a duplex so the added duplexes would fit on the block. He further advised he will work with his neighbors to make sure his project does not negatively impact them.

Public Discussion: Amy Gauvin (S Forsyth St.)- stated she had several concerns including this is a single family area and duplexes will lower her property values, the lack of parking for the number of people who may be living at a duplex, bringing in a higher population to the neighborhood would increase crime rates, and S. Main Street not being paved. She also read a letter from another resident in the area- Matthew Border. ***Letters submitted are attached to the Minutes***

Vote: Motion carried unanimously

E.3. Ordinance 2022-21 Requesting to change the official zoning map for 0.48± acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID15-12-30-0850-02630- 0030 from the “R-1, Single Family Residential” district to the “R-3B, Multi-family Residential” district. - First Reading

City Attorney Vose read the short title into the record.

Motion: Approve Ordinance 2022-21 Requesting to change the official zoning map for 0.48± acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID15-12-30-0850-02630- 0030 from the “R-1, Single Family Residential” district to the “R-3B, Multi-family Residential” district. - First Reading

Motion by: Vice Mayor

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Discussion on the City Commission Vacancy

Mayor Robinson asked for discussion on this item. Commissioner Schultz referred to the City Charter stressing it states “A commission vacancy shall be filled by the commission;” she stated the word “shall” implies imperative so the vacancy should be filled as soon as possible and not left vacant until the March 2023 Election when the Special Election would be held. Commissioner Gordon agreed with Commissioner Schultz and felt someone should be appointed to have a five-member Board. Vice Mayor stated there are other options available to the City; he stated the City could move the Special Election to November 2022 to fill the vacancy sooner through the voters of the City rather than having the Commission appoint a person the voters may not want. City Attorney Vose explained the process, the cost, and the timeline that must be met and followed to allow the Special Election to fill the vacancy to be moved to November; he advised once the Special Election is held, the person serves for the remainder of the vacated term which would be until 2025. However, it needed to be made clear that to make the Special Election happen in November there is no time to allow a candidate to qualify by the petition process and the filing of all candidate fees would need to occur. The amount of those fees is just shy of \$350.00.

Commissioner Schultz stated not having the petition qualifying process could prevent some citizens from running if they are not able to raise or pay the required fees; she feels that anyone wishing to run should have the option to qualify by the petition process and not have to pay the fees. Commissioner Gordon confirmed there would

be no cost to the City to hold the Special Election in November. City Attorney Vose explained there would be no costs unless the addition of the City's candidates causes the ballot to be printed on more than one page; then there could be costs to the City. Vice Mayor Rogers stated people wishing to run could loan themselves the money then "pay back" themselves through campaign donations during the campaign/ election process. Commissioner Schultz reiterated she feels having the ability to qualify through the petition process makes it an "even playing field" for all those wishing to run, and it feels as if trying to get this done in November feels "rushed."

Motion: Hold the Special Election to fill the vacancy on the November 2022 ballot

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Vice Mayor Rogers stated he did not want to offend anyone and he feels this is fair. He believes the constituents should decide in November. City Attorney Vose stressed to make this happen there is a very specific time frame, dates to adopt an ordinance regarding the change in the Special Election, to hold the qualifying period and to get information to the Supervisor of Elections and it has to be followed exactly.

Public Discussion: Vince Fiscaletti (Grand Reserve)- asked if the resignation letter of Commissioner Barnes is public record. Daisy Henry (E. Drain St.) inquired if a candidate would have to open a bank account as in a regular election. City Clerk Bates explained the Qualifying Period process. Pete Young (Gallberry Ct.) stated he would not want to be in the boards position. He referenced a similar situation back in 2005/2006 and explained what the Commission did then. He said another option is to appoint someone who has already served as a Commissioner and has the experience needed. By pushing the election to November, he thinks that is not giving any one much time to consider what to do and to run a good campaign.

Board Discussion: Mayor Robinson stated she has thought about this process and summarized what the Commission did 2018 and last year regarding vacancies on the Commission; she feels if a person put the effort to run in March, but did not win, it makes sense to appoint them to the vacancy until the Special Election is held. Vice Mayor Rogers responded he thought this was a good solution. He stated he would withdrawal his motion if there is support for Pete Young to be appointed to fill the vacancy. Commissioner Schultz reiterated her position the Commission should follow the direction of the Charter. Vice Mayor Rogers withdrew his motion and Commission Gordon withdrew her second.

Motion: Appoint Pete Young to the Commission to fill the current vacancy.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion passed 3 to 1.

Yea: Mayor Robinson, Vice Mayor Rogers, Commissioner Gordon

Nay: Commissioner Schultz

Pete Young accepted the appointment.

I. Reports:

- **City Clerk** – None

- **Police Chief** – Sergeant Groth summarized the statistics for the Police Department over the last month. He reported on the BBQ fundraiser held at the Carver Gym to raise money for an additional security camera.
- **City Attorney** – Mentioned it is time to schedule the required annual Ethics and Sunshine Law training for elected officials and staff would be getting this information out to each of the Commissioners.
- **City Manager** – Advised the Enterprise Fund Budget Workshop needs to be scheduled and asked the Commissioners if 6:00 PM on August 22 would work. There was consensus this would work.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – None
 - **Commissioner Gordon** – None
 - **Vice Mayor Rogers** – Welcomed Commissioner Young to the Board. Stated he will be at the Florida League of Cities Annual Conference at the end of this week.
 - **Mayor Robinson** – stated she attended the Housing Committee Meeting held by the Northeast Florida Regional Council and the City Manager also attended to explain the program he oversaw in the past and its great success. She is very thankful the City has the ability to use his many years of experience and knowledge.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Meeting Adjourned: 8:38 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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

August 1, 2022

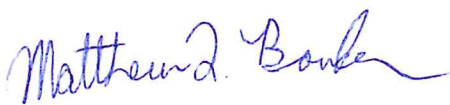

RE: Ordinance 2022-21. Requesting to change the official zoning map for 0.48 acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID 15-12-30-0850-02630-0030 from the "R-1, Single family Residential" district to the "R-3B, Multi-family Residential" district.

To Whom it may concern: I am the homeowner directly next to this proposed zoning change property with the address of 303 S. Main St. Bunnell, FL, 32110. I moved my family to this location to escape the noise and crime of more populated areas. Our community is tight knit here and everyone is very respectful of everyone else's property and privacy. There is a very high level of concern for what a zoning change could mean for our neighborhood. Multi-unit family housing would not only ruin the stillness and quietness of our neighborhood, but our streets are not equipped to deal with this kind of traffic. It would also destroy the beautiful wildlife that we get to witness here while simultaneously increasing the risk of crime. We beg you to deny this request for a zoning change.

Sincerely,

Matthew L. Border

Danielle K. Eaton

August 8, 2022

RE: Ordinance 2022-21 Requesting to change the official zoning map for 0.48+ acres of land, owned by Carl E. Lilavois, bearing the parcel ID15-12-30-0850-0260-0030 from the R-1, single family residential to the R-3B multifamily residential district

To Whom it may concern,

My family lives at 300 S. Forsyth. We also own the 2 undeveloped lots directly adjacent to this property up for rezoning.

When we moved here we chose it because of the quiet neighborhood and low crime rate. Statistics show that a higher population in an area creates the potential for increased crime. Moreover, if Mr. Lilavois builds two duplex houses, that is four units. Within those four units, if each of the units has a family of four, and each member has a car, that is up to sixteen more cars in the neighborhood. Main Street is not paved to handle that kind of traffic where the proposed lots are, neither is Booe. We are also concerned that due to the road not being paved, people will drive on or cut through our property to get to theirs, or park along Canal Ave, where the road *is* paved.

Making the property "multi family" also has a chance of lowering the property value in the surrounding area. Many of us in the neighborhood have all been putting work into our older homes to improve them, and the neighborhood.

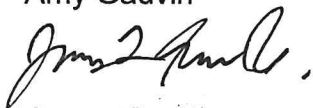
We have two little children and we are planning to be in this neighborhood a long time. Several neighbors that may not be directly affected, as they are older, do not really care as they don't plan on being here for a long enough time for it to matter to them. For the three of us directly adjacent to this property, it does, and will continue to, affect us as we are all on the younger side and plan to be here for the long haul.

Please consider this in making your final decision.

Thank you,



Amy Gauvin



James Gauvin



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 6/9/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback City of Ormond Beach US Water Contract
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
US Water Relief Operations Contract	Contract

Summary/Highlights:

Staff is seeking approval to enter into a piggyback agreement with US Water for supplemental Water and Wastewater Treatment Plant operators on an as needed basis.

Background:

Florida Department of Environmental Protection requires the WTP and WWTP be staffed a minimum of 6 hours a day every day of the year. This piggyback agreement would provide qualified back-up or emergency personnel in the event the City is short staffed and cannot meet the DEP requirement with existing personnel.

Staff Recommendation:

Staff recommends approval of the City of Ormond Beach piggyback agreement with US Water.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

2022-09



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

AGREEMENT

Between

THE CITY OF BUNNELL

And U.S. WATER SERVICES CORPORATION

(Piggyback, City of Ormond Beach, FL, Supplemental Operations Services Agreement)

This Agreement is entered into on the ____ day of _____, 20____ between the City of Bunnell, a municipal corporation located at 200 S Church Street, Bunnell, FL 32110 (City) and U.S. Water Services Corporation, located at 4939 Cross Bayou Blvd. New Port Richey, FL 34652 (Contractor) for the purpose of providing Supplemental Operations Services in accordance with the agreement entered into with the City of Ormond Beach and U.S. Water Services Corporation attached hereto and made a part hereof as Exhibit "A".

City: City of Bunnell Representative	Contractor: U.S. Water Services Corporation
_____ Signature	_____ Signature
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

Exhibit A

SUPPLEMENTAL OPERATIONS SERVICES AGREEMENT

BETWEEN

CITY OF ORMOND BEACH

AND

U.S. Water Services Corporation

THIS AGREEMENT is to commence on May 18, 2020 between U.S. Water Services Corporation, whose address is 4939 Cross Bayou Blvd., New Port Richey, FL 34652, referred to herein as Contractor, and City of Ormond Beach, whose address is 22 South Beach Street, Ormond Beach, FL 32174 hereafter referred to as Owner.

IN CONSIDERATION of the mutual covenants contained herein and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant and agree as follows:

Contractor will provide Supplemental Operations services, on an as-needed basis, related to the water treatment and wastewater treatment facilities known as Ormond Beach Water Treatment Plant and Ormond Beach Water Reclamation Facility, which are owned by Owner and located in Volusia County, as detailed below:

I. Operation of Treatment Facilities

- (a) Contractor will provide supplemental operator visits to the Owner's water and wastewater treatment facilities with a qualified certified water or wastewater plant operators on an as-needed basis, as determined by the Owner.
- (b) Contractor will ensure safe and efficient relief operation of the plants consistent with the plant's ability to operate, inform Owner immediately of any repairs or maintenance issues discovered during supplemental operations and believed to be necessary, and record facility flow information and field test results in accordance with FDEP rules and Owner's established operating procedures.

4939 Cross Bayou Blvd., New Port Richey, Florida 34652

Ph: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292

- (c) Contractor will report the discovery of any serious condition observed or known during the assigned work at the facility causing or likely to cause unsafe conditions or any major interruption in service to the Owner.
- (d) Owner acknowledges that U.S. Water Services Corporation incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of U.S. Water Services Corporation. Accordingly, Owner agrees not to directly or indirectly utilize, offer to hire, hire on a permanent or part time basis, or engage as an independent contractor or free-lancer any operator assigned to Owner by Contractor during the period of this agreement, except through U.S. Water Services Corporation for a period of two (2) years following the termination of this Agreement.
- (e) Owner shall be responsible to furnish all equipment, reagents, and other associated testing supplies to conduct process control sampling and analysis.
- (f) Owner is responsible to provide adequate training to Contractor's staff on all facility, operational, and safety related Standard Operating Procedures (SOP's) prior to starting any work assignment.

II. Provision of Supplemental Staffing

Contractor will, upon notice from the Owner, provide supplemental staffing as requested, subject to availability of staff. On an as-needed basis, Owner will contact the Contractor's contact person, advising of the need for supplemental staffing.

The Contractor will have at least 48 hours to provide the Owner with qualified supplemental staffing for the position(s) requested.

The Contractor will provide Supplemental Staffing that meets the minimum requirements of classification and staffing required by the State of Florida Department of Environmental Protection (FDEP).

III. Payment Schedule

- (a) Owner will pay per hour per operator for operations in accordance with the rates established in Exhibit A, payable as described in II.
- (b) Charges are from portal to portal.
- (c) Owner will be billed monthly in a lump sum for the total number of hours operator(s) services were provided in the previous month. Prompt payment of all invoices is expected, and any invoices remaining unpaid 30 days after issued will be assessed interest at an interest rate of 1.5% per month (18% annual).

- (d) Contractor shall conduct services with the safety of staff and public as a primary focus. It is required by the regulatory agencies that the physical plant of water treatment locations be maintained by the Owner in a manner that protects all persons associated with operations or use. Contractor will advise Owner of any apparent safety concerns; however, this provision does not mean that Contractor is responsible for any repairs or changes needed to ensure safety at the treatment site.

IV. Insurance and Hold Harmless

Contractor will carry and maintain throughout the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of \$1,000,000.00 per occurrence. Said policy shall be insured by an insurance company, or companies, with a current minimum rating by the A.M. Best Agency of A.

Worker's Compensation

Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of number of employees. Individual employees may be exempted per State law. Employers Liability will have minimum limits of \$1,000,000.00 per accident.

Umbrella/Excess Liability Insurance

At all times during the term of this Agreement, the Contractor shall keep umbrella/excess liability insurance in minimum amount of \$5,000,000.00.

Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The Owner shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

Hold Harmless

Contractor agrees to hold Owner, its agents, employees, and officials, both elected and appointed, harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of the use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the Owner's sole negligence, as determined by the final arbiter of such claim.

V. Representation, Warranties, and Covenants of Contractor

Authority – Contractor hereby represents and warrants to the Owner that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consent, or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

Duly Licensed – Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

Compliance with Laws – In the conduct of the Service under this Agreement, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

Independent Contractor – It is specifically understood that the Contractor is an independent contractor. Contractor acknowledges that its employees will not be covered by the Owner's worker's compensation insurance; Contractor shall be responsible for social security, unemployment and disability taxes and other payroll taxes due with respect to Contractor's employees who provide Services under this Agreement; Contractor shall have no authority to bind Owner to any contractual or other obligation whatsoever; Contractor shall be responsible to the Owner for all work or services performed by the Contractor, its employees, agents, or subcontractors under this Agreement.

VI. Duration of Agreement

The stated term of this contract is for one calendar year and may be renewed annually upon written consent of both parties prior to contract expiration. Either party may cancel or terminate this contract for any reason with a ninety (90) day written notice. Contractor reserves the right to cancel this agreement without ninety (90) days written notice if Owner's account becomes thirty (30) days past due. Any notices of cancellation shall be presented by certified mail to:

Owner:

City of Ormond Beach
Human Resources
22 South Beach Street
Ormond Beach, FL 32174

Contractor:

U.S. Water Services Corporation
4939 Cross Bayou Blvd
New Port Richey, FL 34652
727-848-8292

VII. Venue/Waiver of Jury Trial

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

VIII. Attorney's Fees

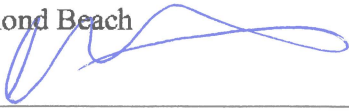
The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes, but is not limited to, expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees.

This agreement, consisting of 7 pages including the signature page and Exhibit A, consisting of two pages, represents the entire understanding between the Owner and Contractor in respect to the operation of the water treatment facility and may only be modified in writing and signed by both parties.

OWNER:

City of Ormond Beach

By:




Date

5/18/20

CONTRACTOR:

U.S. Water Services Corporation

By:



Date

5-15-2020

Christopher Saliba

Vice President Operations and Maintenance



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

Exhibit "A"

(U.S. Water Services Corporation - December 23, 2019 RFQ Response)

4939 Cross Bayou Blvd., New Port Richey, Florida 34652

Ph: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

December 23, 2019

Robert Schattie, Purchasing Coordinator
 City of Ormond Beach
 22 S Beach St.
 Ormond Beach, FL 32175

RE: Request for Quotes to Provide Water and Wastewater Treatment (certified and non-certified) temporary staffing

Dear Mr. Schattie:

Thank you for allowing US Water Service Corporation the opportunity to respond to your request for quotes for Water and Wastewater Treatment (certified and non-certified temporary staffing). Below is our pricing for the positions you requested.

City of Ormond Beach Job Classifications	USWSC Labor Rates	OT Rates from 4:01pm to 6:59 am
Chief Treatment Plant Operator	\$ 85.36	\$ 128.04
Lead Operator	\$ 85.36	\$ 128.04
Treatment Plant Operator A	\$ 72.50	\$ 108.75
Treatment Plant Operator B	\$ 62.50	\$ 93.75
Treatment Plant Operator C	\$ 62.50	\$ 93.75
Treatment Plant Trainee	\$ 55.00	\$ 82.50
Utility Sludge Hauling Technician	\$ 68.60	\$ 102.90
Maintenance Worker II	\$ 68.60	\$ 102.90
Maintenance Worker III	\$ 68.60	\$ 102.90
Maintenance Worker IV	\$ 68.60	\$ 102.90
Maintenance Forman	\$ 85.36	\$ 128.04
Water Distribution Operator 1	\$ 68.60	\$ 102.90
Water Distribution Operator 2	\$ 68.60	\$ 102.90

4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652
 Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292

Water Distribution Operator 3	\$ 68.60	\$ 102.90
Water Distribution Operator Trainee	\$ 55.00	\$ 82.50
Water Quality Control Tech	\$ 68.60	\$ 102.90
Plant/Pump Mechanic	\$ 68.50	\$ 102.75
Utility Electrician	\$ 68.60	\$ 102.90
Scada Technician	\$ 98.93	\$ 148.40

Please note that overtime rates apply for the hours from 4:01 p.m. to 6:59 a.m. Monday through Friday, all weekends and holidays at all hours.

The City of Ormond Beach also agrees not to directly or indirectly utilize, offer to hire, on a permanent or part-time basis any Operator or any personnel utilized by USWSC at the City's Facilities for a period of 2 years year after the agreement between USWSC and the City is no longer in place.

I would like to thank you again for the opportunity to provide this quote.

I look forward to hearing from you soon on your decision.

Best Regards,

Craig D. Bliss
Business Development
US Water Services Corporation
4939 Cross Bayou Boulevard
New Port Richey Fl 34652
Cell (727) 389-7698
Email: cbliss@uswatercorp.net

Amendment 1

Operation Services Agreement


THIS ADMENDNENT is made by U.S. Water Services Corporation (contractor) and City of Ormond Beach (City), parties to the agreement Supplemental Operation Services Agreement effective dated May 18, 2020.

WHEREAS the parties desire to extend the Agreement/Contract and in consideration of goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term.** The term of the Agreement/Contract is hereby extended for an additional 1-year period expiring May 18, 2022. Terms and conditions and rates shall be the same as the original Agreement/Contract.
2. **Effect of Amendment.** Except to the extent the Agreement/Contract expiration date is modified by this Amendment, the terms, and provisions of the Agreement/Contract, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement/Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

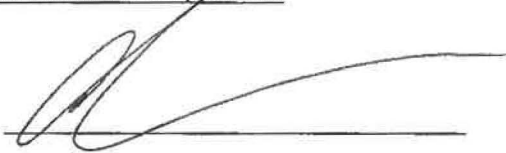
City

City of Ormond Beach

By:  5/27/21
Signature Date
Claire Whitley Asst City manager
Print Name and Title

Contractor

U.S. Water Services Corporation

By:  5-5-2021
Date
CHRISTOPHER SALIBA
Print Name and Title

Amendment 2

Operation Services Agreement

THIS ADMENDNENT is made by U.S. Water Services Corporation (contractor) and City of Ormond Beach (City), parties to the agreement Supplemental Operation Services Agreement effective dated May 18, 2020.

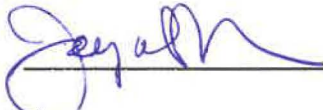
WHEREAS the parties desire to extend the Agreement/Contract and in consideration of goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term.** The term of the Agreement/Contract is hereby extended for an additional 1-year period expiring May 18, 2023. Terms and conditions and rates shall be the same as the original Agreement/Contract.
2. **Effect of Amendment.** Except to the extent the Agreement/Contract expiration date is modified by this Amendment, the terms, and provisions of the Agreement/Contract, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement/Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

City

City of Ormond Beach

By:



Signature

3/8/2022

Date

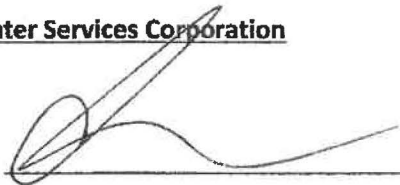
Joyce Shanahan

Print Name and Title

Contractor

U.S. Water Services Corporation

By:



1-27-2022

Date

CHRISTOPHER SALIBA

Print Name and Title



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 3/31/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback Jacksonville Beach Agreement for Lab Testing Services
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
AEL Jacksonville Beach Piggyback Agreement	Cover Memo
AEL Jacksonville Beach Contract	Cover Memo

Summary/Highlights:

Staff is seeking to Piggyback the Jacksonville Beach contract with Advanced Environmental Laboratories for complete water and wastewater analysis services for compliance testing.

Background:

The City has been using Advanced Environmental Laboratories, Inc. for several years for water testing and analysis. These outside services are needed for the City to remain compliant with FDEP regulations. Infrastructure department wishes to continue to utilize the services of AEL.

Staff Recommendation:

Approve Advanced Environmental Laboratories piggyback contract.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

2022-07

**MUTUAL CONSENT AGREEMENT FOR
LABORATORY TESTING SERVICES
BETWEEN ADVANCED ENVIRONMENTAL LABORATORIES, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made and entered into by and between Advanced Environmental Laboratories, Inc., a Florida corporation, ("Contractor"), 6681 Southpoint Parkway, Jacksonville, FL 32216, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Contract No. 05-2122 ("Contract No. 02122) with the city of Jacksonville Beach, Florida effective on May 5, 2022; and

WHEREAS, the city of Jacksonville Beach is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of environmental sampling and analytical laboratory services similar to the services Contractor is providing to the city of Jacksonville Beach, which would allow compliance with Department of Environmental Protection regulations; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of the city of Jacksonville Beach's original Bid/RFP, a copy of the Jacksonville Beach's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. 05-2122 was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to the City of Daytona Beach in Contract No. 05-2122; and 3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. 05-2122; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in Contract No. 05-2122, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of Contract No. 05-2122, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. 05-2122 and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City of Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor’s failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys’ fees and costs arising therefrom. Contractor authorizes the City of Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by the City of Bunnell specified in the Agreement shall not be construed as a waiver of the City of Bunnell’s sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City of Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

6. Insurance. The City of Bunnell shall be substituted for the City of Jacksonville Beach in all insurance matters contained in Section 12 of Contract No. 05-2122 and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
201 W. Moody Blvd.
Bunnell, FL 32110

7. Notice. Notice, as addressed in Section 16 of Contract No. 05-2122, when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. Payment. The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No. 05-2122.

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be:

Dustin Vost, Infrastructure Director
City of Bunnell P.O. Box 756, Bunnell, FL 32110
Phone:386-437-7515
dvost@bunnellcity.us

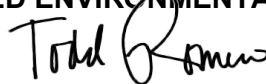
12. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

ADVANCED ENVIRONMENTAL LABORATORIES, INC



Print Name, Title: Todd Romero / Director of Client Services

Date: 6/21/22

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: _____

Approved as to Legal Form

City Attorney
Vose Law Firm

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

ATTEST:

Kristen Bates, City Clerk

Seal:



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

APPROVED BY COUNCIL

4-18-2022

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis Barron, Jr., Director of Public Works
DATE:	03/22/2022
SUBJECT:	RFP Number 05-2122 Environmental Sampling and Analytical Lab Services

BACKGROUND

The City of Jacksonville Beach operates three utilities – water, wastewater and stormwater – that require analysis of liquids, sediments, and solids related to various activities associated with the utility operations. Analytical results are used for process control and regulatory compliance.

As environmental and regulatory considerations grow more stringent, the consistency and quality of the analytical testing becomes ever more critical. The impact of failed testing can be extremely serious to the City. Analytical testing results are easily impacted negatively by:

- Improper handling and type/quality of sample containers.
- Hold time constraints between sampling and laboratory hours.
- Quality control and handling during transport.
- Chain of custody from sampling through laboratory analysis.

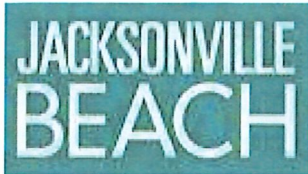
The cost of environmental sampling, transport, and laboratory analysis is an important secondary consideration.

The objective of RFP 05-2122 is to award continuing service contracts to provide high-quality, professional environmental laboratory services, which will include field sampling, flow monitoring, measurement of water levels, laboratory analysis and report preparation and correspondence with regulatory agencies for drinking water, wastewater and stormwater.

Typical analysis:

1. Drinking water analysis for compliance with state Department of Environmental Protection (DEP) permits and federal Safe Drinking Water Act requirements.
2. Wastewater analyses for compliance with the DEP permits and the federal Clean Water Act requirements.
3. Biosolids analyses for compliance with DEP and landfill requirements.
4. Stormwater analyses for compliance with DEP and federal stormwater National Pollutant and Discharge Elimination System regulations.
5. Emerging contaminants in potable water and wastewater (PFAS, PFOA, Etc.)
6. Other undefined water, stormwater and wastewater sampling as needed.

AGENDA ITEM:	C.
MEETING DATE:	April 18, 2022



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

Requests for proposals were sent to multiple vendors and we received one response. Of the three previous contract laboratories, there is only one currently still in business. The costs for this recommended lab are in line with the previous contract.

Staff recommends that the City Council award RFP 05-2122, "Environmental Sampling and Analytical Laboratory Services," as continuous service contracts for a period of five years to **Advanced Environmental Laboratories, Inc.**, and authorize the Mayor and City Manager to execute the contracts.

To review RFP # 05-2122 and all addenda, click [HERE](#).

To review the Response to RFP #05-2122 submitted by Advanced Environmental Laboratories, Inc., click [HERE](#).

FINANCIAL IMPACT

Funding for environmental sampling and analytical lab services is included in the annual budget. Staff will monitor costs incurred and adjust the budget as necessary via internal budget modification or as part of the year-end budget adjustment.

REQUESTED ACTION

Award/Reject RFP Number 05-2122 Environmental Sampling and Analytical Lab Services to Advanced Environmental Laboratories, Inc., and authorize the Mayor and City Manager to execute the final contract

ATTACHMENTS

1. Notice of Intent to Submit RFP for Approval and Award by City Council

FORM 1 - UNIT PRICE TENDER FORM (Page 1 of 9)

FIRM: Advanced Environmental Laboratories, Inc.

PROPOSAL DATE: 3/9/2022

(PLEASE ENSURE LAST PAGE IS SIGNED BY FIRM'S AUTHORIZING AGENT.)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 1 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Enterococci</i>	EPA Method 1106.1 and 1600 ASTM D6503	1/100ml MPN	1/100ml MPN	(5) samples non-consecutive Days/month	60	\$45.00	\$2,700.00	Yes/No
CBOD (5 day)	SM 5210.B	0.2 mg/L	1.0 mg/L	Weekly (3)	156	\$18.00	\$2,808.00	Yes/No
Total Suspended Solids	160.2	4.0 mg/L	4.0 mg/L	5 days/week	469	\$10.00	\$4,690.00	Yes/No
Fecal Coliform	SM 9222D	1 (no/100 mL)	1 (no/100 mL)	5 days/week	417	\$15.00	\$6,255.00	Yes/No
Total Recoverable Copper	200.8	1.0 ug/L	5.0 ug/L	Monthly	14	\$11.00	\$154.00	Yes/No
Total Recoverable Mercury	245.2 or 245.1	0.2 ug/L	0.5 ug/L	Quarterly (1)	4	\$20.00	\$80.00	Yes/No
Total Recoverable Nickel	200.8	1.0 ug/L	5.0 ug/L	Quarterly (1)	4	\$11.00	\$44.00	Yes/No
Total Ammonia, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes/No
Total Organic Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$0.00	\$0.00	Yes/No
Total Kjeldahl Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes/No
Nitrate plus Nitrite as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$16.00	\$128.00	Yes/No

FORM 1 - UNIT PRICE TENDER FORM (Page 2 of 9)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 2 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
Total Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$0.00	\$0.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
Total Phosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
Orthophosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$17.00	\$136.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
Total Cyanide as CN	EPA 335.4	4 ug/L	10 ug/L	Monthly (2)	24	\$35.00	\$840.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Treated Sludge – Toxicity Characteristic Leaching Procedure (TCLP)</i>	SW-846	varied	varied	Annual (1)	1	\$600.00	\$600.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Arsenic</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Barium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Cadmium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Chromium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Lead</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Mercury</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$20.00	\$20.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Selenium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Silver</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Giardia</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2	\$385.00	\$770.00	<input checked="" type="radio"/> Yes <input type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 3 of 9)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 3 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cryptosporidium</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2	\$385.00	\$770.00	(Yes) No
PRIMARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1	\$945.00	\$945.00	Yes / (No)
SECONDARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1	\$138.00	\$138.00	Yes / (No)
QUARTERLY GROUNDWATER Water level relative to NGVD, Nitrite plus Nitrate, Total as N, TDS, Chloride as Cl, Fecal Coliform, pH, Total Sulfate	Per Note 4	Per Note 6	Per Note 6	Quarterly (1)	4	\$85.00	\$340.00	Yes (No)
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Wastewater Analysis Matrix)							\$21,927.00	Total # "Yes" for Sub-Contractor: 2

FORM 1 - UNIT PRICE TENDER FORM (Page 4 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 1 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cadmium</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Lead</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>TKN Nitrogen Kjeldahl total</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
<i>Total Coli Forms</i>	Per Note 6	Per Note 6	Per Note 6	Annual (44)	44	\$12.00	\$528.00	Yes / <input checked="" type="radio"/> No
<i>Fecal Coli Form</i>	Per Note 6	Per Note 6	Per Note 6	Annual (12)	12	\$15.00	\$180.00	Yes / <input checked="" type="radio"/> No
<i>Particle Size</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$0.00	\$0.00	Yes / <input checked="" type="radio"/> No
<i>Aluminum</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Zinc</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Turbidity</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$9.00	\$288.00	Yes / <input checked="" type="radio"/> No
<i>Copper</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Biochemical Oxygen Demand</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
<i>Chemical Oxygen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$12.00	\$336.00	Yes / <input checked="" type="radio"/> No
<i>Total Suspended Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$10.00	\$280.00	Yes / <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 5 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 2 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
Total Dissolved Solids	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$10.00	\$280.00	Yes / <input checked="" type="radio"/> No
Dissolved Solids	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$10.00	\$320.00	Yes / <input checked="" type="radio"/> No
Total Solids	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$10.00	\$320.00	Yes / <input checked="" type="radio"/> No
Total Recoverable Metals	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$20.00	\$560.00	Yes / <input checked="" type="radio"/> No
Orthophosphorus	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$17.00	\$476.00	Yes / <input checked="" type="radio"/> No
Phosphorus	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
Nitrate/Nitrite	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$17.00	\$476.00	Yes / <input checked="" type="radio"/> No
Total Nitrogen	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$0.00-	\$0.00	Yes / <input checked="" type="radio"/> No
Oil & Grease	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$45.00	\$1,260.00	Yes / <input checked="" type="radio"/> No
Total Phenols	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$44.00		Yes / <input checked="" type="radio"/> No
Methylene Blue Active Substances	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$35.00		Yes / <input checked="" type="radio"/> No
Ammonia	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$15.00		Yes / <input checked="" type="radio"/> No
Salinity	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$13.00		Yes / <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 6 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 3 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
Total Hardness	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$16.00		Yes / <input checked="" type="radio"/> No
Total Chromium	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$11.00		Yes / <input checked="" type="radio"/> No
Iron	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$11.00		Yes / <input checked="" type="radio"/> No
Total phosphorus	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$18.00		Yes / <input checked="" type="radio"/> No
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Stormwater Analysis Matrix)							\$7,586.00	Total # "Yes" for Sub-Contractor: 0

FORM 1 - UNIT PRICE TENDER FORM (Page 7 of 9)

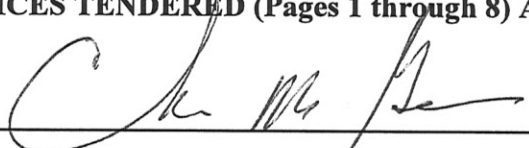
ITEM C: Drinking Water Analysis Matrix for Water Plant Division (Sheet 1 of 2)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Inorganic Compounds 62-550 Table I, including nitrate & nitrite</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1) once every 3 years	2 (during year of analysis)	\$190.00	\$380.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
NITRATE & NITRITE <i>RULES 62-550.500(5) & 62-550.512</i>				Annual (1)	2	\$17.00	\$34.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Total Trihalomethanes</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (20)	80	\$40.00	\$3,200.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Haloacetic Acids (HAA5)</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (5)	20	\$85.00	\$1,700.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Volatile Organic Compounds 62-550 Table 4</i>	Per Note 5	Per Note 5	Per Note 5	Tri-Annual, every 3 years	2	\$80.00	\$160.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Synthetic Organic Compounds 62-550 Table 5</i>	Per Note 5	Per Note 5	Per Note 5	2 Quarterly samples every 3 years	2 (during year of analysis)	\$600.00	\$1,200.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Secondary Drinking Water Standards 62-550 Table 6</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years	4 (spread over 3 years)	\$138.00	\$552.00	Yes <input type="radio"/> No <input checked="" type="radio"/>
<i>Total Coliform</i>	Per Note 5	Per Note 5	Per Note 5	Monthly (44)	480	\$12.00	\$5,760.00	Yes <input type="radio"/> No <input checked="" type="radio"/>

FORM 1 - UNIT PRICE TENDER FORM (Page 8 of 9)

ITEM C: Drinking Water Analysis Matrix for Water Plant Division (Sheet 2 of 2)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
Radionuclides	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2023	16 (during year of analysis)	\$200.00	\$3,200.00	Yes / No
ASBESTOS RULE 62-550.511				Every 9 years Due 2029	7 (during year of analysis)	\$220.00	\$1,540.00	Yes / No
Copper	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)	\$11.00	\$1,100.00	Yes / No
Lead	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)	\$11.00	\$1,100.00	Yes / No
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Drinking Water Analysis Matrix)							\$19,926.00	Total # "Yes" for Sub-Contractor: 2

ABOVE UNIT PRICES TENDERED (Pages 1 through 8) AUTHORIZED BY:

SIGNATURE:  _____

PRINTED NAME: Charles M. Ged _____

POSITION IN FIRM: President _____

DATE: 3/4/2026 _____

FIRM'S NAME: Advanced Environmental Laboratories, Inc. _____



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 7/28/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback Lee County Contract with Odyssey
Manufacturing
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Lee County Contract	Cover Memo
Odyssey Piggyback Agreement	Cover Memo

Summary/Highlights:

This is a request to piggyback the Lee County contract with Odyssey Manufacturing for Sodium Chloride (salt) required for operation of the Water Treatment Plant.

Background:

The City of Bunnell's water drinking plant utilizes Sodium Chloride (salt) to treat the water prior to safe distribution to residents and businesses.

A prior Daytona Beach piggyback contract with Odyssey was not renewed. Lee County followed the State of Florida's Competitive Negotiation Act and awarded Odyssey Manufacturing a new 3-year contract.

Staff Recommendation:

Approval of the request to piggyback the Lee County contract with Odyssey Manufacturing.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



ODYSSEY

MANUFACTURING CO.

July 13, 2022

Ms. Deb Blair
Purchasing Department
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

Re: **SODIUM CHLORIDE (A.K.A. "SALT") SUPPLY**

Dear Ms. Blair,

As you know, the City of Bunnell is currently "piggybacking" the City of Daytona Beach's sodium chloride (a.k.a. salt) contract at a unit price of \$152 per ton. Unfortunately, the City of Daytona Beach did not renew the contract with Odyssey Manufacturing Co. because its proposed increase exceeded the 5% cap the contract had on renewals. This contract recently expired on July 8, 2022 and the City of Daytona Beach elected instead to piggyback the salt contract of Lee County.

Odyssey would be pleased to permit the City of Bunnell to "piggyback" its Lee County sodium chloride supply contract at a unit price of \$195 per ton effective immediately through 8/2/2024. David Jones is the point of contact with Lee County @ (239) 533-8864. As part of this chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at both your Water and Wastewater Treatment facilities.

Odyssey guarantees deliveries on three days' notice and can usually make deliveries on shorter notice if required. We have the highest quality salt for sale available in Florida and this will mean less O&M expenses with respect to cleaning your brine-maker and electrolysis cells. Additionally, we are the only salt supplier in Florida that stores its salt inside a warehouse and thus we do not get trash and other impurities into the salt pile. We have a 40,000-ton warehouse in Tampa and get barge deliveries of 30,000 tons twice per year.

Thank you for your consideration. Please call me if you have any questions. Attached is the piggyback package which includes the product specification, Safety Data Sheet (SDS), and a copy of our NSF-60 certification. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

B210188DWJ
Sodium Chloride (Salt) - Annual
Odyssey Manufacturing CO.

E1 Contract # NA
Board Approval Date: 8/03/2021

AGREEMENT FOR SODIUM CHLORIDE (SALT) - ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Odyssey Manufacturing CO., a Delaware corporation authorized to do business in the State of Florida, whose address is 1484 Massaro Blvd., Tampa, FL 33619, and whose federal tax identification number is 65-0846345, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase high-grade bulk salt (Sodium Chloride) from the Vendor in connection with "Sodium Chloride (Salt) - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210188DWJ on April 30, 2021 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on June 11, 2021; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in sections 1 through 9 of the Scope of Work and Specifications section of B210188DWJ a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210188DWJ, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed

the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>Patrick Allman</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>General Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>1484 Massaro Blvd. Tampa, FL 33619</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>813-635-0339</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>813-630-2589</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>pallman@odysseymanufacturing.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Odyssey Manufacturing CO.

Signed By: [Signature]
Print Name: Linnea A. Ison

Signed By: [Signature]
Print Name: Patrick A. Allman
Title: General Manager
Date: 6-16-2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 080921

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

VER 08-20-2020

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK
 - 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver High-Grade Bulk Salt (Sodium Chloride) on an annual basis for use at primarily Lee County Utilities and may be purchased for other County facilities where and as-needed.
2. DELIVERY REQUIREMENTS
 - 2.1. Vendor fees/pricing shall be firm prices delivered F.O.B. destination, as directed to the locations specified herein and within Lee County, Florida.
 - 2.2. The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this Agreement.
 - 2.3. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the Vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS) and/or OSHA.
 - 2.4. The supplier's truck must be equipped to safely handle and unload product(s).
 - 2.5. The County reserves the right to refuse delivery if that delivery is not in the proper timeframe; the Vendor has the improper equipment to offload the delivery; taking improper safety precautions and/or has malfunctioning equipment.
 - 2.6. Vendor shall make "normal" deliveries within three calendar (i.e. not working days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of Sodium Chloride in less than 24 hours. The County shall endeavor to minimize the number of "emergency" deliveries.
3. MINIMUM ORDER QUANTITIES
 - 3.1. The minimum amount per order of Sodium Chloride should be 13.5 dry tons. If the County requires less than the minimum order quantity stated herein, the County will contact the Vendor to receive that product at the same bid price or obtain alternate firm delivered pricing for that product. The County reserves the right to accept that price or go elsewhere for product purchase.
4. TECHNICAL SPECIFICATIONS
 - 4.1. Description
 - 4.1.1. Furnish bulk high-grade salt (sodium chloride) (Minimum 99.7 % Trade Percent Available Sodium Chloride) FOB destination in accordance with the American Water Works Association (AWWA's) Standard B200-17 (or the latest revision available at the time of bid) for Sodium Chloride and meeting the requirements presented herein.
 - 4.2. Physical Properties
 - 4.2.1. Tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the vendor to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract.
 - 4.2.2. High-grade bulk salt shall:
 - 4.2.2.1. Be food grade quality.
 - 4.2.2.2. White crystalline sodium chloride manufactured under stringent process and control procedures.
 - 4.2.2.3. Comply with ASTM-E 534, Standard Test Methods for Chemical Analysis of sodium chloride (latest revision).
 - 4.2.2.4. Comply with Food Chemical Codex Standard for Salt (CODEX STAN 150-1985, Latest Revision).
 - 4.2.2.5. Not contain any anti-caking or free-flowing additives or conditioners.
 - 4.2.2.6. Be ANSI/NSF 60 certified by the supplying manufacturer for ion exchange regeneration.
 - 4.2.2.7. Not contain any known allergens.
 - 4.2.2.8. Exhibit virtually no microbiological activity.
 - 4.2.2.9. Contain the following organoleptic parameters;
 - 4.2.2.10. Odor: normal; may exhibit a slight halogen odor upon warming

4.2.2.11. Color: White

4.2.2.12. Taste: Saline

4.2.3. High-grade bulk salt provided by the Vendor shall comply with the following minimum analytical requirements listed in the table below.

<u>CHEMICAL</u>	<u>MIN</u>	<u>TARGET</u>	<u>MAX</u>	<u>UOM</u>	<u>METHOD</u>
NaCl (%)	99.7	99.8	100.0	%	Purity of Sodium Chloride by Difference
Sulfate at SO4 (%)	0	0.06	0.1	%	Sulfate by Barium Chloride Precipitation
Surface Moisture (%)	0	0.02	0.10	%	Surface and Interstitial Moisture
Ca & Mg as CA (%)	0	0.03	0.30	%	Calcium and Magnesium by EDTA Titration
Water Insoluble (%)	0	0.002	0.020	%	Water Insolubles
<u>PHYSICAL</u>	<u>MIN</u>	<u>TARGET</u>	<u>MAX</u>	<u>UOM</u>	<u>METHOD</u>
Bulk Density (lbs./cf.)	69	79	84	PCF	Bulk Density Determination of Salt-1
Sieve - USS 70 Mesh retained	0	11		%	Particle Size Distribution (Screens)
Sieve - Retained on Pan	0	0	10	%	Particle Size Distribution (Screens)
Bulk Density (lbs./cf.)	1,215	1,265	1,345	g/l	
Sieve - USS 40 Mesh retained	0	26		%	Particle Size Distribution (Screens)
Sieve - USS 50 Mesh	0	62		%	Particle Size Distribution (Screens)
Sieve - USS 30 Mesh	0	1	50	%	Particle Size Distribution (Screens)
<u>OTHER</u>	<u>MIN</u>	<u>TARGET</u>	<u>MAX</u>	<u>UOM</u>	<u>METHOD</u>
Meets Heavy Metal for FCC		PASS TEST			Heavy Metal as Lead
Arsenic <=1ppm#		PASS TEST			ICP, AOAC 993.14, 2000

4.3. Packaging – Bulk delivery, tons

4.3.1. Packaging shall conform to all applicable federal and state standards.

4.3.2. The Vendor shall be responsible for any spills resulting from the Vendor's failure and Vendor's subcontractor's failure in regards to proper performance of their duties.

4.3.3. Proper performance shall require the Vendor to consistently inspect and observe the unloading operations and provide knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

4.3.4. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium chloride shall be supplied by the vendor and shall be clean and free of contaminating material. The County may reject a load if the equipment is not properly cleaned. The Vendor shall furnish the County an approved, leak-free connection device between the delivery vehicle and the County's vehicle intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled sodium chloride. If the spill is not cleaned up, the County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the invoice

and/or charged to the Vendor. If the County's unloading equipment such as a pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

5. DELIVERY LOCATIONS

5.1. Section 1 - Tanker Truck Deliveries

Green Meadows WIP 16003 Airport Haul Rd. Fort Myers Fl. 33913	Phone number: 239-267-1151 Fax number: 239-267-7105 Contact person: Damon Hardy	Min/max :25 dry tons 20' 4-inch hose is required 4" Female Cam-lock
---	---	---

6. Estimated Annual Usage

- 6.1. Total Estimated Annual Usage – Approximately 3,700 dry tons
- 6.2. Tanker truck size capability is 25 dry tons per load.
- 6.3. Lee County has two 2 tanks that each hold 110 dry tons of Sodium Chloride
- 6.4. Each minimum load will be approximately 13.5 dry tons
- 6.5. Sodium Chloride consumption is an estimate only and the County shall not be bound by these amounts.

7. Delivery Time

- 7.1. Shipments will be FOB destination. Normal Bulk deliveries shall be received within (3) working days after verbal receipt of order from the County. Normal delivery times are Monday through Friday, between the hours of 8:00 AM and 4:00 PM. Emergency orders may be placed under abnormal conditions and will be coordinated with the plant as needed outside normal delivery times.

8. Training Sessions

- 8.1. Vendor shall provide, at no additional cost to the County, two - 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. Failure to provide this service will be considered a default of the contract.
- 8.2. The training sessions shall be held in one central location in Lee County, FL which will be determined by the County authorized representative. The Vendor shall be responsible for travel, lodging, meals and training materials at no cost to the County.

9. Quality Testing

- 9.1. At the sole discretion of the County, the Vendor's delivery personnel (driver) may be asked to collect a sample of sodium chloride before the shipment is unloaded. In this case, the County will supply the sample container, and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.
- 9.2. The County reserves the right to subject samples of the sodium chloride to quick analyses to ensure that it meets the basic conditions of the specification with respect to specific gravity, weight percent of sodium chloride. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for sodium chloride that is rejected. The Vendor or its subcontractor shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Vendor to unload the shipment.
- 9.3. The County reserves the right to subject samples of the sodium chloride to complete analyses to ensure that it meets EPA specification (or most current standards at the time of the bid). Repeat failures to comply with these specifications shall constitute grounds for cancellation of the contract between the County and the Vendor.
- 9.4. A certified report from the manufacturer shall be submitted for each sodium chloride delivery to the County. The report shall contain the following data:
 - 9.4.1. Date and Time of Manufacture
 - 9.4.2. Percent by NaCl
- 9.5. No deliveries will be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium chloride delivered showing the above data and it conforms to the required specifications.

End of Scope of Work and Specifications Section

EXHIBIT B
FEE SCHEDULE

<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>
Sodium Chloride	Dry Ton	\$195.00

EXHIBIT C
INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT E
VENDOR BACKGROUND SCREENING AFFIDAVIT



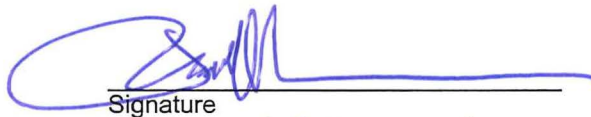
**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 6/16/2021


Signature

STATE OF Florida
COUNTY OF Hillsborough

Retrick H. Allen, General Manager
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of June, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____.

[Stamp/seal required]


Signature, Notary Public



2022-11

**MUTUAL CONSENT AGREEMENT FOR
BULK SODIUM CHLORIDE (SALT) DELIVERY
BETWEEN ODYSSEY MANUFACTURING CO., AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made and entered into by and between Odyssey Manufacturing Co, a Delaware corporation, ("Contractor"), authorized to do business in the State of Florida whose address is 1484 Massaro Blvd., Tampa, FL 33619 and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110.

WHEREAS, Contractor executed Agreement for Sodium Chloride (Salt) – Annual Title of contract B210188DWJ ("Contract No. B210188DWJ) with the Lee County, Florida effective on August 9, 2021; and

WHEREAS, Lee County is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of Bulk Sodium Chloride similar to the services Contractor is providing to Lee County which would allow the City of Bunnell to safely and effectively treat water processed in the Water Treatment Plant; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of the Lee County original Bid/RFP, a copy of the Lee County award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. B210188DWJ was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to the Lee County in Contract No. B210188DWJ; and 3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as

contained Contract No. B210188DWJ and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in Contract No. B210188DWJ, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of Contract No. B210188DWJ, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. B210188DWJ and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: **CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT P.O. BOX 756, BUNNELL, FLORIDA 32110.**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City of Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the City of Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by the City of Bunnell specified in the Agreement shall not be construed as a waiver of the City of Bunnell's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City of Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

6. Insurance. The City of Bunnell shall be substituted for Lee County in all insurance matters contained in Section 12 of Contract No. B210188DWJ and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
PO Box 756
Bunnell, FL 32110

7. Notice. Notice, as addressed in Section XV of Contract No. B210188DWJ, when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. Payment. The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No. B210188DWJ.

9. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

10. Venue and Jurisdiction. Notwithstanding any of other provision to the

contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be:

Dustin Vost, Infrastructure Director
PO Box 756
Bunnell, FL 32110
dvost@bunnellcity.us
386-437-7515

12. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found

to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

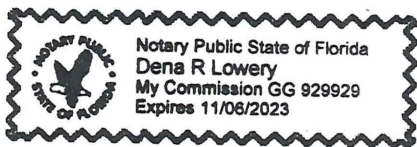


ODDYSEY MANUFACTURING CO.

[Signature]

Print Name: Patrick H. Allman

Title: General Manager



STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1 day of August, 2022, by Patrick H Allman of Odyssey Manufacturing, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

[Signature]
Signature of Notary Public - State of Florida

Dena R Lowery
Printed/Typed/Stamped Name of Notary
My commission expires: 11/6/23

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: _____

Approved as to Legal Form

John Cary, City Attorney
Vose Law Firm

ATTEST:

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 7/25/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-16 Requesting to change the official zoning map for 14,392± acres of land within the City of Bunnell. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-16 Mass Rezoning Part I	Ordinance
Ordinance 22-16 Exhibit "A" Parcels to be Rezoned	Exhibit
Ordinance 22-16 Exhibit "B" Map Series	Exhibit

Summary/Highlights:

This is an administrative request to amend the official zoning map for 14,392± acres of land in various ownerships to assign City of Bunnell zoning classifications to the subject properties that are consistent with the City's adopted Future Land Use Map.

The Planning, Zoning and Appeals Board heard this request at their June 7, 2022 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

In accordance with Florida Statutes, letters providing notice to all affected property owners were mailed on July 5, 2022. This item was advertised in the July 28, 2022 edition of the Palm Coast Observer.

This item was last heard at the August 8, 2022 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance.

In accordance with Florida Statute, this item was advertised in the August 11, 2022 edition of the Palm Coast Observer.

Background:

This is the first of a 3 part mass rezoning of properties that will provide City of Bunnell zoning

classifications for properties without City zoning. Parts II & III will involve parcels of land that currently have a "Conservation" future land use designation on them. Part II will rezone the non-conservation portions of each property to an appropriate City zoning classification. Part III will examine changing both the "Conservation-1" Future Land Use designation and the "Conservation- 1' zoning classification prior to making changes to the balance of the properties.

In 2006-2007, the City of Bunnell annexed many thousand of acres into its corporate limits. At the time of the annexation, the City's comprehensive plan was amended to provide City of Bunnell future land use designations for the annexed lands. These City land use designations were, in almost all cases, a one-to-one translation from the Flagler County's future land use designations that were on the property at the time of annexation. The County zoning was left in place. Today almost all of the annexed lands still retain their obsolete Flagler County zoning. Some other properties within the City have no zoning at all which are shown on the official zoning map as "ND-No Designation".

This is a problem because land without City of Bunnell zoning is not covered by the City's land development code nor does the City have the authority to administer the County's land development code within its jurisdiction. This has meant that many property owners have been required to go through unanticipated zoning changes just when they thought they were ready to build. This has played havoc with schedules, financing and constructions costs for many landowners.

In order to remedy this situation, the City's planning consultant was directed to assign proposed City zoning based on the City's Future Land Use Map in the *City of Bunnell Comprehensive Plan 2035*. This is in conformance with state law which requires that all land development regulations (which includes zoning) to be consistent with the City's comprehensive plan.

Individual public hearing notices were prepared and sent to the affected property owners. The notices identified the affected parcel numbers, their existing City future land use designations and their obsolete County zoning categories as well as their new proposed City zoning categories. The notice also told land owners that they can opt out of this mass zoning amendment if they wish to do so. They can rezone at their own expense in the future, prior to building.

City staff has received quite a bit of feedback since the original notices were sent out to property owners. Most of the feedback that has been received has come from land owners with "Conservation-1" future land designations on their property. The is the basis for breaking the rezoning into 3 parts as described above. Prior to Parts II & III a public forum will be scheduled to inform the public and receive input.

No future land uses designations are proposed to be changed in Part I or Part II of this effort. All proposed zoning, as required by law, is based on the most current Future Land Use Map.

Staff Recommendation:

Adopt Ordinance 2022-16 changing the official zoning map for 14,392± acres of land within the City of Bunnell to be consistent with the adopted comprehensive plan. - Second Reading.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2022-16

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 14,392± ACRES WITHIN THE CITY OF BUNNELL AS DESCRIBED IN EXHIBIT “A” PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties to be rezoned are certain parcels of real property, which land totals approximately 14,392± acres, and which parcels are identified by Parcel Identification Numbers in the attached Exhibit “A”; and

WHEREAS, the City of Bunnell has petitioned to rezone said parcels of real property from various Flagler County and undesignated zoning classifications to the zoning classifications shown in Exhibit “A” as corresponding to each specified parcel, all in accordance with the City of Bunnell Comprehensive Plan, and

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

WHEREAS, on June 7, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject properties as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject properties, which are approximately 14,392± acres in size, are those parcels identified by Parcel Identification Numbers as shown within Exhibit “A”.

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described properties, as depicted in the map attached to this Ordinance, and totaling approximately 14,392± acres in size, shall be rezoned to the zoning classifications shown in Exhibit “A” as corresponding to each specified parcel and as depicted in the maps attached to this ordinance from various Flagler County and undesignated zoning classifications; and

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date

This Ordinance shall take effect upon adoption.

First Reading: Approved on this 8th day of August 2022.

Second/Final Reading: adopted on this 22nd day of August 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:

Exhibit "A"

List of Parcels & Proposed Zoning Classifications

Exhibit “B”

Proposed Zoning Map Series

EXHIBIT A - PARCELS TO BE REZONED

PROP ID	PARCEL ID	FUTURE LAND USE	CURRENT ZONING	PROPOSED ZONING	PRIMARY OWNER	ADDRESS LINE 1	ADDRESS LINE 2	ADDRESS LINE 3	ADDRESS (CITY)	ADDRESS (STATE)	ADDRESS (ZIP)
2973	01-12-29-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHN CAMPBELL LLC		1050 JOHN CAMPBELL DRIVE		BUNNELL	FL	32110
7046	01-13-29-5550-00020-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
7048	01-13-29-5550-00030-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
7049	01-13-29-5550-00030-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
7050	01-13-29-5550-00030-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CARPENTER EARL H & GLENICE M &		AMES HAROLD C & SHIRLEY PO BOX 849		BODEGA BAY	CA	94923
7051	01-13-29-5550-00130-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
2978	02-12-28-0000-02010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHN CAMPBELL LLC		1050 JOHN CAMPBELL DRIVE		BUNNELL	FL	32110
2000732	02-12-28-0000-02010-0022	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CMS FLORIDA LAND LLC		11645 TAYLOR RD #478		PORT ORANGE	FL	32128
2982	02-12-28-0000-02010-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CMS FLORIDA LAND LLC		1648 TAYLOR ROAD #478		PORT ORANGE	FL	32128
2983	02-12-28-0000-02010-0040	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CMS FLORIDA LAND LLC		1648 TAYLOR ROAD #478		PORT ORANGE	FL	32128
2985	02-12-28-0000-02020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHN CAMPBELL LLC		1050 JOHN CAMPBELL DRIVE		BUNNELL	FL	32110
2986	02-12-28-0000-02020-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CMS FLORIDA LAND LLC		1648 TAYLOR ROAD #478		PORT ORANGE	FL	32128
6066	02-12-29-0000-01010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J III & ELAINE	PLUMLEY TILTON H&W	544 CR 205		BUNNELL	FL	32110
6067	02-12-29-0000-01010-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J III		544 COUNTY ROAD 205		BUNNELL	FL	32110
6068	02-12-29-0000-01010-0031	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON JERALD W & MARIA D H&W		1026 CR 205		BUNNELL	FL	32110
6069	02-12-29-0000-01010-0040	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J III		544 COUNTY ROAD 205		BUNNELL	FL	32110
6071	02-12-29-0000-01010-0060	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J JR & ELISSA C	H&W LIFE ESTATE	681 COUNTY RD 205		BUNNELL	FL	32110
6072	02-12-29-0000-01010-0070	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON JERALD W & MARIA D H&W		1026 CR 205		BUNNELL	FL	32110
6075	02-12-29-0000-04020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	AW BAYLOR FAMILY LIMITED	PARTNERSHIP	1760 N US HWY 1		ORMOND BEACH	FL	32174
12300	02-13-30-0650-000B0-0011	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JONES DAVID W & ROBIN P H&W	LIFE ESTATE	PO BOX 367		BUNNELL	FL	32110
12309	02-13-30-0650-000C0-0016	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550		BUNNELL	FL	32110
12311	02-13-30-0650-000C0-0018	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	CRAIN CHARLES F JR		PO BOX 132		BUNNELL	FL	32110
12312	02-13-30-0650-000C0-0019	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	BRADY WANDA J		PO BOX 1067		BUNNELL	FL	32110
12324	02-13-30-0650-000C0-0100	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STRICKLAND STEPHEN D TRUSTEE		P O BOX 729		BUNNELL	FL	32110
12325	02-13-30-0650-000C0-0101	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STRICKLAND STEPHEN D TRUSTEE		PO BOX 729		BUNNELL	FL	32110
2848	03-11-28-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAXCOORDINATOR	1 RAYONIER WAY		WILDLIGHT	FL	32097
6077	03-12-29-0000-02010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J III		544 COUNTY ROAD 205		BUNNELL	FL	32110
6078	03-12-29-0000-02010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TILTON JERALD W & MARIA D H&W		1026 CR 205		BUNNELL	FL	32110
6079	03-12-29-0000-03050-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	AW BAYLOR FAMILY LIMITED	PARTNERSHIP	1760 N US HWY 1		ORMOND BEACH	FL	32174
6080	03-12-29-0000-04030-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SEAY JOHN M & JAIME H&W		PO BOX 1151		BUNNELL	FL	32110
2001274	03-13-30-0650-000A0-0021	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MALPHURS LESLIE L		4016 CHICKEN FARM RD		BUNNELL	FL	32110
12335	03-13-30-0650-000D0-0011	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ANDREWS RAYMOND KELLEY &	WHITNEY ALLAN ANDREWS H&W	2800 COUNTY ROAD 304		BUNNELL	FL	32110
12336	03-13-30-0650-000D0-0012	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHNSTON OLIVER & LEANN H&W		2807 CR 304		BUNNELL	FL	32110
12337	03-13-30-0650-000D0-0013	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ANDREWS RAYMOND KELLEY &	WHITNEY ALLAN ANDREWS H&W	2800 COUNTY ROAD 304		BUNNELL	FL	32110
6083	04-12-29-0000-01030-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BERTHA SAMUEL J		29 BERTHA ROAD		BUNNELL	FL	32110
6085	04-12-29-0000-03040-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHNSTON DANIEL C-LIFE ESTATE	& MADELINE M	164 LEHIGH AVE		FLAGLER BEACH	FL	32136
6087	04-12-29-0000-03070-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOHNSTON DANIEL C-LIFE ESTATE	& MADELINE M	164 LEHIGH AVE		FLAGLER BEACH	FL	32136
10138	04-12-30-5550-00050-0013	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	CALUGAR RONALD C		1097 CR 13		BUNNELL	FL	32110
10139	04-12-30-5550-00050-0014	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	L V LAND MANAGEMENT INC		1 HUGHES CENTER DR #1404		LAS VEGAS	NV	89169
10140	04-12-30-5550-00050-0015	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	N/A		907 COUNTY RD 13		BUNNELL	FL	32110
10141	04-12-30-5550-00050-0016	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	SOWERS SCOTT D &	LISA A H&W	1093 CR 13		BUNNELL	FL	32110
10142	04-12-30-5550-00050-0017	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	MARTIN II WALTER STEPHEN		907 CR 13		BUNNELL	FL	32110
10144	04-12-30-5550-00050-0021	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	EQS3N PARTNERS LLC		4845 BELLE TERRE PKWY, C39		PALM COAST	FL	32164
10149	04-12-30-5550-00050-00A0	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	MERRELL MOTO FARM 1345, LLC		149 S RIDGEWOOD AVE, 7TH FL		DAYTONA BEACH	FL	32114
10150	04-12-30-5550-00050-00B0	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	PAXIA LORIANN & TERI J	PAXIA	1099 COUNTY ROAD 13		BUNNELL	FL	32110
6092	05-12-29-0000-03050-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BERTHA SAMUEL J II		PO BOX 251		BUNNELL	FL	32110
6098	05-12-29-0000-04030-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOLY FARM LANDS LLC	& ALBERT B JR & SUZANNE B JOHNSTON H&W	PO BOX 245		BUNNELL	FL	32110
6099	05-12-29-0000-04030-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BROWN NELL J & JAMES M W&H		PO BOX 306		BUNNELL	FL	32110
6100	05-12-29-0000-04031-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	JOLY FARM LANDS LLC	& ALBERT B JOHNSTON	PO BOX 1398		BUNNELL	FL	32110
10167	05-12-30-5550-00010-00A0	AG AGRICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG AGRICULTURE	SEAHORSE INVESTMENTS LLC		1638 JOHN ANDERSON DR		ORMOND BEACH	FL	32176
82671	05-13-31-0650-000D0-0061	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ROGERS CHASE THOMAS		4187 SANOVA LANE		ORMOND BEACH	FL	32174
2001227	06-13-30-0000-03010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
12344	06-13-30-0000-03020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BARTON DENISE T & CRAIG C		5404 CR 304		BUNNELL	FL	32110
2001287	06-13-30-0000-03020-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CAMPOS MADAI	& MARIA REAL JTWROS	1200 COUNTY RD 302		BUNNELL	FL	32110
2001288	06-13-30-0000-03020-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	GONCALVES JOAO PAULO	& MARIA HELENA H&W	4021 NW 113TH AVENUE		CORAL SPRINGS	FL	33065
2854	07-11-28-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY		WILDLIGHT	FL	32097
6122	07-12-29-0000-02010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	COWART PATRICIA D & CHARLES H	COWART JR TRUSTEES	11361 COUNTY ROAD 305		BUNNELL	FL	32110
6123	07-12-29-0000-02010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WALL DEEN SCOTT		825 WATER OAK ROAD		BUNNELL	FL	32110
6124	07-12-29-0000-02010-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MAGICK LH LLC		825 WATER OAK ROAD		BUNNELL	FL	32110
12347	07-13-30-0000-01040-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SORENSEN COLLEEN T & DELLAS H	SORENSEN TRUSTEES	PO BOX 85		GLENDALE	UT	84729
12348	07-13-30-0000-01040-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BARTON DENISE T & CRAIG C	BARTON -TRUSTEES	5404 CR 304		BUNNELL	FL	32110
12349	07-13-30-0000-02010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BARTON DENISE T & CRAIG C	BARTON TRUSTEES	5404 CR 304		BUNNELL	FL	32110
12350	07-13-30-0000-02020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SORENSEN DELLAS &	COLLEEN	PO BOX 85		GLENDALE	UT	84729
12351	07-13-30-0000-03010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BUNDY EVE T & ELROY A	TRUSTEES	1580 E 2108 ROAD		HUGO	OK	74743
2001262	07-13-30-0000-03010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	HAW CREEK HOLDINGS LLC		2800 CR 304		BUNNELL	FL	32110
2001263	07-13-30-0000-03010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CRIST RYAN	& BRANDEE H&W	3308 WESTMEATH DR		ORMOND BEACH	FL	32179
12574	07-14-30-0000-01010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
2855	08-11-28-0000-01010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY		WILDLIGHT	FL	32097
2857	08-11-28-0000-01010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F) AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY				

EXHIBIT A - PARCELS TO BE REZONED

PROP ID	PARCEL ID	FUTURE LAND USE		CURRENT ZONING		PROPOSED ZONING		PRIMARY OWNER	ADDRESS LINE 1	ADDRESS LINE 2	ADDRESS LINE 3	ADDRESS (CITY)	ADDRESS (STATE)	ADDRESS (ZIP)
10287	10-12-30-0650-000C-0110	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	CARNEIRO MANUEL & CATHERINE	ANNE SMITH H&W TRUSTEES			PALM COAST	FL	32137
11116	10-12-30-5139-0000-0010	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	GREENSLADE BROS LLC		205 W LAMBERT STREET		BUNNELL	FL	32110
11117	10-12-30-5139-0000-0020	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	EDWARDS RICHARD R	& TERESA DAWN MCMAHAN & MICHAEL RUBIN EDWARDS JTWROS	PO BOX 565		BUNNELL	FL	32110
11118	10-12-30-5139-0000-0040	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	CREWS JOYCE		PO BOX 63		BUNNELL	FL	32110
11119	10-12-30-5139-0000-0050	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	EDWARDS RICHARD		P.O. BOX 1637		BUNNELL	FL	32110
11121	10-12-30-5139-0000-0070	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	DOMINION LIFE WORSHIP CENTER	INC	808 FOURTH STREET		BUNNELL	FL	32110
11122	10-12-30-5139-0000-0080	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	CITY OF BUNNELL		PO BOX 756		BUNNELL	FL	32110
11123	10-12-30-5139-0000-0090	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	WILCOX DAN A &	JUANA	436 CR 140		BUNNELL	FL	32110
11124	10-12-30-5139-0000-0100	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	DOMINION LIFE WORSHIP CENTER	INC	808 FOURTH STREET		BUNNELL	FL	32110
11125	10-12-30-5139-0000-010A	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	TOUMAJEAN JEBRAN		812 FIFTH ST		BUNNELL	FL	32110
11126	10-12-30-5139-0000-0110	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	SL FOUNDATION TRUST		PO BOX 1155		BUNNELL	FL	32110
11127	10-12-30-5139-0000-0120	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	COLEMAN MATTHEW DAVID		809 5TH STREET		BUNNELL	FL	32110
11128	10-12-30-5139-0000-0130	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	MAZZATTO LOUISE C		904 DEEN ROAD		BUNNELL	FL	32110
11129	10-12-30-5139-0000-0140	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	WOLFF EMMALYN MAELLARO		PO BOX 1820		BUNNELL	FL	32110
12357	10-13-30-0000-03010-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
12363	10-13-30-0000-03010-0040	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
2862	11-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE		DAYTONA BEACH	FL	32124
2863	11-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY		WILDLIGHT	FL	32097
11164	11-12-30-0000-00352-0042	SF-LOW	SINGLE FAMILY - LOW DENSITY	AC (F)	AGRICULTURE (FLAGLER)	R-1	SINGLE-FAMILY RESIDENTIAL	MAYES JOE J		1 PINE FOREST BLVD		BUNNELL	FL	32110
11167	11-12-30-0000-10352-0034	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	OARE ASSOCIATES LLC	C/O SHUFFIELD, LOWMAN & WILSON, P.A.	PO BOX 612		DELAND	FL	32721
11184	11-12-30-0650-000A-0220	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	CARNEIRO MANUEL & CATHERINE		4 CLASSIC CT S		PALM COAST	FL	32137
11188	11-12-30-0650-000B-0210	PUB	PUBLIC	ND	UNDESIGNATED	P	PUBLIC	CHURCH OF JESUS CHRIST OF	LATTER-DAY SAINTS	C/O TAX ADMIN 22ND FLOOR	50 EAST NORTH TEMPLE	SALT LAKE CITY	UT	84150
11200	11-12-30-0650-000C-0040	PUB	PUBLIC	ND	UNDESIGNATED	P	PUBLIC	BOARD OF COUNTY COMMISSIONERS	OF FLAGLER COUNTY	1769 E MOODY BLVD	BLDG #2	BUNNELL	FL	32110
11206	11-12-30-0650-000C-0110	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	STATE OF FLORIDA DEPARTMENT	OF TRANSPORTATION	719 SOUTH WOODLAND BLVD		DELAND	FL	32720
11417	11-12-30-0650-000A-0080	PUB	PUBLIC	ND (F)	INDUSTRIAL (F)	P	PUBLIC	CITY OF BUNNELL		PO BOX 756		BUNNELL	FL	32110
5200	13-12-28-1800-01280-0190	COMM-MED	COMMERCIAL-MEDIUM	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	B-1	BUSINESS-1	ROBINSON FRED JR &	CHERYL ROBINSON	266 WELLINGTON DRIVE		PALM COAST	FL	32164
5220	13-12-28-1800-01280-0390	COMM-MED	COMMERCIAL-MEDIUM	C-1 (F)	COMMERCIAL (FLAGLER)	B-1	BUSINESS-1	MOTSINGER JODEE H		P O BOX 640		BUNNELL	FL	32110
5221	13-12-28-1800-01280-0400	COMM-LOW	COMMERCIAL-LOW	C-1 (F)	COMMERCIAL (FLAGLER)	B-2	BUSINESS-2	SWANSON PAMELA & JOSEPH	ARTHUR ARSENAUT III JTWROS	3636 CITRUS AVE		BUNNELL	FL	32110
5222	13-12-28-1800-01280-0410	COMM-LOW	COMMERCIAL-LOW	C-1 (F)	COMMERCIAL (FLAGLER)	B-2	BUSINESS-2	SWANSON PAMELA & JOSEPH	ARTHUR ARSENAUT III JTWROS	3636 CITRUS AVE		BUNNELL	FL	32110
5397	13-12-28-1800-01380-0130	COMM-MED	COMMERCIAL-MEDIUM	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	B-1	BUSINESS-1	ROBINSON FRED JR & CHERYL H&W		266 WELLINGTON DRIVE		PALM COAST	FL	32164
6294	13-12-29-1250-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6295	13-12-29-1250-00100-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6300	13-12-29-5550-00010-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6302	13-12-29-5550-00020-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	DIMOV PAVEL & OLEKSANDR &	CHOBAN & VYACHESLAV CHEBAN	38 BRUCE LANE		PALM COAST	FL	32137
6322	13-12-29-5550-00050-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	UNDERHAY GERHARDI		380 CR 80		BUNNELL	FL	32110
6323	13-12-29-5550-00050-0030	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND SHANNON S	& ANGELA C H&W	PO BOX 2288		BUNNELL	FL	32110
6329	13-12-29-5550-00070-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6330	13-12-29-5550-00080-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6339	13-12-29-5550-00150-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
6347	14-12-29-5550-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	TUCKER ALFRED R JR	LIFE ESTATE C/O ART TUCKER	5 COURTNEY CT		PALM COAST	FL	32137
6348	14-12-29-5550-00010-0020	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	ANDREW KING MOBILE	WELDING INC	PO BOX 2425		BUNNELL	FL	32110
6349	14-12-29-5550-00020-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	TUCKER ALFRED R JR	LIFE ESTATE C/O ART TUCKER	5 COURTNEY CT		PALM COAST	FL	32137
2001052	14-12-29-5550-00020-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	HAWKINS BRETT M	& LORI A H&W	59 BEAUFORD LANE		PALM COAST	FL	32137
6353	14-12-29-5550-00070-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND SHANNON S	& ANGELA C H&W	PO BOX 2288		BUNNELL	FL	32110
6354	14-12-29-5550-00080-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND SHANNON S	& ANGELA C H&W	PO BOX 2288		BUNNELL	FL	32110
6355	14-12-29-5550-00090-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND SHANNON S	& ANGELA C H&W	PO BOX 2288		BUNNELL	FL	32110
6356	14-12-29-5550-00100-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	BEACHTIME LLC		PO BOX 2288		BUNNELL	FL	32110
6357	14-12-29-5550-00100-0030	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND SHANNON S	& ANGELA C H&W	PO BOX 2288		BUNNELL	FL	32110
6363	14-12-29-5550-00130-0030	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY ANN		PO BOX 1784		BUNNELL	FL	32110
6364	14-12-29-5550-00140-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY ANN		PO BOX 1784		BUNNELL	FL	32110
6365	14-12-29-5550-00140-0020	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T		PO BOX 1784		BUNNELL	FL	32110
6366	14-12-29-5550-00150-0000	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY ANN TUCKER		PO BOX 1784		BUNNELL	FL	32110
11766	14-12-30-0000-10352-0034	IND	INDUSTRIAL	ND	UNDESIGNATED	L-1	LIGHT INDUSTRIAL	OARE ASSOCIATES LLC	C/O SHUFFIELD, LOWMAN & WILSON, P.A.	PO BOX 612		DELAND	FL	32721
11769	14-12-30-0650-000A-0012	IND	INDUSTRIAL	ND	UNDESIGNATED	L-1	LIGHT INDUSTRIAL	OARE ASSOCIATES LLC	C/O SHUFFIELD, LOWMAN & WILSON, P.A.	PO BOX 612		DELAND	FL	32721
11779	14-12-30-0650-000B-0151	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	LANG DOROTHY MAE	C/O MARY MORRIS	PO BOX 1562		ST AUGUSTINE	FL	32085
11780	14-12-30-0650-000B-0152	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	BRYANT JAMES D & GLADYS	% GLADENA & VERNON BRYANT	PO BOX 986		BUNNELL	FL	32110
11781	14-12-30-0650-000B-0153	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	COOPER GEORGE & PATRICIA	COOPER JTWROS	PO BOX 1585		BUNNELL	FL	32110
11782	14-12-30-0650-000B-0154	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	HALL MATTIE ET AL	C/O ELJAH-ISAIAH X	PO BOX 2505		SUMMERVILLE	SC	29484
11783	14-12-30-0650-000B-0155	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	HALL MATTIE ET AL	C/O ELJAH-ISAIAH X	PO BOX 2505		SUMMERVILLE	SC	29484
11784	14-12-30-0650-000B-0156	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	FEDERAL NATIONAL MORGAGE ASSOCIATION		PO BOX 650043		DALLAS	TX	75265
11785	14-12-30-0650-000B-0157	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	HALL OSCAR JR AND DOROTHY		P O BOX 1946		BUNNELL	FL	32110
11786	14-12-30-0650-000C-0010	IND	INDUSTRIAL	ND	UNDESIGNATED	L-1	LIGHT INDUSTRIAL	PATANE LOUIS P & CHARLENE C	H&W	PO BOX 526370		MIAMI	FL	33152
11788	14-12-30-0650-000C-0051	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	BROWN & JOHNSTON & JOLY & DURSHIMER		PO BOX 1398		BUNNELL	FL	32110
11789	14-12-30-0650-000C-0052	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	J RYAN REALTY LLC	C/O B GANS MANAGEMENT	110 E 30TH STREET	4TH FLOOR FRONT	NEW YORK	NY	10016
11794	14-12-30-0650-000C-0180	SF-LOW	SINGLE FAMILY - LOW DENSITY	ND	UNDESIGNATED	R-1	SINGLE-FAMILY RESIDENTIAL	BROWN & JOHNSTON & JOLY & DURSHIMER	C/O TAX DEPT	100 PROFESSIONAL CENTER DR		BRUNSWICK	GA	31525
2869	15-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE		DAYTONA BEACH	FL	32124
6370	15-12-29-5550-00010-0020	AG&S	AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S	AGRICULTURAL & SILVICULTURE	SEAY JOHN & JAIME H&W		PO BOX 1151		B		

EXHIBIT A - PARCELS TO BE REZONED

PROP ID	PARCEL ID	FUTURE LAND USE	CURRENT ZONING	PROPOSED ZONING	PRIMARY OWNER	ADDRESS LINE 1	ADDRESS LINE 2	ADDRESS LINE 3	ADDRESS (CITY)	ADDRESS (STATE)	ADDRESS (ZIP)
2876	18-11-28-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR		WILDLIGHT	FL	32097
12053	18-12-30-5550-00030-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12058	18-12-30-5550-00040-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12060	18-12-30-5550-00120-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
2880	19-11-28-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR		WILDLIGHT	FL	32097
2881	19-11-28-0000-01010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR		WILDLIGHT	FL	32097
12066	19-12-30-5550-00010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	DODGEN CHARLES H & MONA M H&W			BUNNELL	FL	32110
12070	19-12-30-5550-00080-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TOSI JESSICA			BUNNELL	FL	32110
12072	19-12-30-5550-00080-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SINK COREY R			BUNNELL	FL	32110
12073	19-12-30-5550-00080-0031	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SINK JESSE			BUNNELL	FL	32110
12428	19-13-30-1650-01060-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BUNDY EVE T & ELROY A	TRUSTEES		HUGO	OK	74743
2888	20-11-28-0000-01010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR		WILDLIGHT	FL	32097
12078	20-12-30-0650-000B0-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC			BUNNELL	FL	32110
12079	20-12-30-0650-000B0-0080	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC			BUNNELL	FL	32110
83241	20-13-31-0000-04010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC	TRUSTEE		BUNNELL	FL	32110
6459	21-12-29-5550-00160-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	KING HERSHEL C JR	TRUSTEE		BUNNELL	FL	32110
83245	21-13-31-0650-000A0-0002	RE RURAL ESTATES	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	RE RURAL ESTATE	COWMAN SHAWN & DEBBIE H&W			ORMOND BEACH	FL	32174
83246	21-13-31-0650-000A0-0003	RE RURAL ESTATES	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	RE RURAL ESTATE	FOX PHILLIP J & SHANNON B	H&W		PALM COAST	FL	32164
83247	21-13-31-0650-000A0-0004	RE RURAL ESTATES	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	RE RURAL ESTATE	GATLIN MATTHEW &	TRACY GATLIN H & W		ORMOND BEACH	FL	32174
83248	21-13-31-0650-000A0-0005	RE RURAL ESTATES	MH-1 (F)	RURAL MOBILE HOME (FLAGLER)	RE RURAL ESTATE	VOLPE VIVIANA			PALM COAST	FL	32164
83262	21-13-31-0650-000A0-0090	RE RURAL ESTATES	R-1 (F)	RURAL RESIDENTIAL (FLAGLER)	RE RURAL ESTATE	STRICKLAND MARCUS C			BUNNELL	FL	32110
83271	21-13-31-0650-000A0-0101	RE RURAL ESTATES	R-1 (F)	RURAL RESIDENTIAL (FLAGLER)	RE RURAL ESTATE	R&B AUTO TRANSPORT INC			ORMOND BEACH	FL	32174
83274	21-13-31-0650-000B0-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MATHEN DAVID K & THEA HEIN-	MATHEN H&W		BUNNELL	FL	32110
83276	21-13-31-0650-000B0-0031	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MATHEN DAVID K &	THEA HEIN-MATHEN		BUNNELL	FL	32110
83277	21-13-31-0650-000B0-0032	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MATHEN STACEY			BUNNELL	FL	32110
2896	22-11-28-0000-01010-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR		WILDLIGHT	FL	32097
6463	22-12-29-5550-00090-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F &	PAMELA M H&W		BUNNELL	FL	32110
6464	22-12-29-5550-00090-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F & PAMELA M H&W			BUNNELL	FL	32110
6465	22-12-29-5550-00100-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F &	PAMELA M H&W		BUNNELL	FL	32110
6470	22-12-29-5550-00150-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F &	PAMELA M H&W		BUNNELL	FL	32110
6471	22-12-29-5550-00150-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F & PAMELA M H&W			BUNNELL	FL	32110
12086	22-12-30-0650-000A0-0050	AG&S AGRICULTURE & SILVICULTURE	ND	UNDESIGNATED	AG&S AGRICULTURAL & SILVICULTURE	FLYNT JAMES & RENEE H&W			BUNNELL	FL	32110
2001220	22-12-30-0650-000B0-0011	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
6472	23-12-29-5550-00010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T			BUNNELL	FL	32110
6473	23-12-29-5550-00010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T			BUNNELL	FL	32110
6474	23-12-29-5550-00010-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	THOMPSON ROGER MARK & CAROLY	THOMPSON H&W		BUNNELL	FL	32110
6475	23-12-29-5550-00020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T			BUNNELL	FL	32110
6476	23-12-29-5550-00080-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	THOMPSON ROGER MARK &	CAROLY THOMPSON H&W		BUNNELL	FL	32110
6477	23-12-29-5550-00080-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	THOMPSON ROGER MARK & CAROLY	THOMPSON H&W		BUNNELL	FL	32110
6479	23-12-29-5550-00090-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T			BUNNELL	FL	32110
6480	23-12-29-5550-00090-0021	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F &	PAMELA M TUCKER H&W		BUNNELL	FL	32110
6481	23-12-29-5550-00100-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F & PAMELA M H&W			BUNNELL	FL	32110
6482	23-12-29-5550-00150-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT F &	PAMELA M H&W		BUNNELL	FL	32110
12123	23-12-30-0650-000D0-0070	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT		BRUNSWICK	GA	31525
6567	24-12-29-5550-00080-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
6569	24-12-29-5550-00090-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
6576	24-12-29-5550-00150-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
6577	24-12-29-5550-00150-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT		BRUNSWICK	GA	31525
6584	25-12-29-0000-01020-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC			BUNNELL	FL	32110
6586	26-12-29-0000-01010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN OPERATING CO			BUNNELL	FL	32110
6588	26-12-29-0000-01010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	RUSSO ANTHONY LAWRENCE &	RAQUEL JANETTE RUSSO H&W		BUNNELL	FL	32110
6590	26-12-29-5550-00040-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT FRANKLIN			BUNNELL	FL	32110
6594	26-12-29-5550-00040-0013	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	CONNER LLOYD M & TERRY M	CONNER H&W		BUNNELL	FL	32110
6595	26-12-29-5550-00040-0014	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BIFANO ANTHONY S SR	LIFE ESTATE		BUNNELL	FL	32110
6596	26-12-29-5550-00040-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	HANCOCK JOHN R & DEBORAH R	HANCOCK H&W		BUNNELL	FL	32110
6598	27-12-29-5550-00010-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT FRANKLIN			BUNNELL	FL	32110
6599	27-12-29-5550-00010-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT FRANKLIN			BUNNELL	FL	32110
6622	27-12-29-5550-00080-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	TUCKER ELBERT FRANKLIN			BUNNELL	FL	32110
12190	27-12-30-0650-000A0-0051	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	IN DEPTH INC			ORMOND BEACH	FL	32174
12202	27-12-30-0650-000D0-0050	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	HERBERT ADRIAN &	CHELSEA BARNEY JTWROS		BUNNELL	FL	32110
2907	28-11-28-0000-01010-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MCNAB JAMES M & MARGARET S	TRUSTEES		PALM COAST	FL	32137
6713	28-12-29-5550-00090-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	FLAGLER WEST COMMUNITY CHURCH	INC		BUNNELL	FL	32110
2001223	28-12-30-0650-000B0-0011	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER	C/O TAX DEPT		BRUNSWICK	GA	31525
2911	29-11-28-0000-01020-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	SPALDING WILLIAM T &	CARLA R H&W TRUSTEES		WINTER HAVEN	FL	33881
12225	30-12-30-5550-00130-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12227	30-12-30-5550-00140-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12228	30-12-30-5550-00140-0030	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY	ATTN: TAX DEPT		BRUNSWICK	GA	31525
12231	31-12-30-5550-00030-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12232	31-12-30-5550-00070-0010	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
12235	31-12-30-5550-00110-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC	C/O TAX DEPT		BRUNSWICK	GA	31525
80172	31-12-31-0000-04090-0020	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC	TRUSTEE		BUNNELL	FL	32110
2944	32-11-28-0000-02030-0000	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGRICULTURAL & SILVICULTURE	MCNAB JAMES M & MARGARET S	TRUSTEES		PALM COAST	FL	32137
80212	32-12-31-0650-000C0-0080	AG&S AGRICULTURE & SILVICULTURE	AC (F)	AGRICULTURE (FLAGLER)	AG&S AGR						

PROPOSED ZONING
CITY OF BUNNELL
MAIN MAP



2 1 0 2 Miles

LEGEND

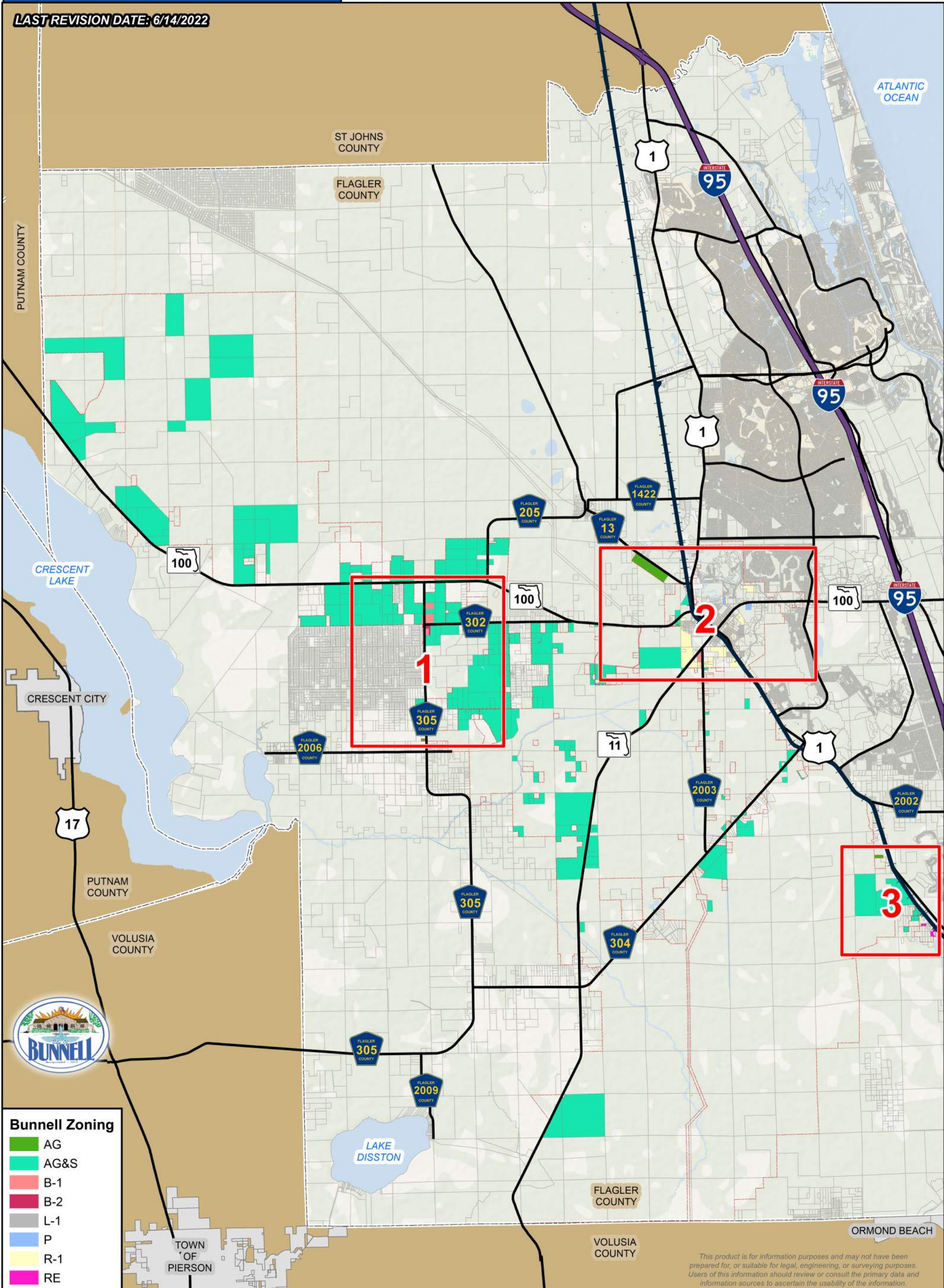
- CITY OF BUNNELL
- FLAGLER COUNTY PARCELS
- MAJOR HYDROLOGY
- CITIES
- FLORIDA COUNTIES
- INTERSTATES
- MAJOR ROADS
- RAILROAD
- FOCUS AREAS

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

DATA SOURCES: CITY OF BUNNELL,
FLAGLER COUNTY PROPERTY APPRAISER,
NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH JUNE 2022.
* BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO INCLUDE RECENTLY ANNEXED AND/OR DE-ANNEXED PARCELS.

LAST REVISION DATE: 6/14/2022



- Bunnell Zoning**
- AG
 - AG&S
 - B-1
 - B-2
 - L-1
 - P
 - R-1
 - RE

This product is for information purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

EXHIBIT B

PROPOSED ZONING CITY OF BUNNELL FOCUS AREA 1



0.5 0.25 0 0.5 Miles



LEGEND

- CITY OF BUNNELL
- MAJOR HYDROLOGY
- FLAGLER COUNTY PARCELS
- ROADS



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

DATA SOURCES: CITY OF BUNNELL,
FLAGLER COUNTY PROPERTY APPRAISER,
NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH JUNE 2022.
* BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO INCLUDE RECENTLY ANNEXED AND/OR DE-ANNEXED PARCELS.

LAST REVISION DATE: 6/14/2022



Bunnell Zoning

- AG
- AG&S
- B-1
- B-2

EXHIBIT B

PROPOSED ZONING CITY OF BUNNELL FOCUS AREA 2



LEGEND

- CITY OF BUNNELL
- MAJOR HYDROLOGY
- FLAGLER COUNTY PARCELS
- ROADS
- RAILROAD

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH JUNE 2022.

* BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO INCLUDE RECENTLY ANNEXED AND DE-ANNEXED PARCELS.



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

DATA SOURCES: CITY OF BUNNELL,
FLAGLER COUNTY PROPERTY APPRAISER,
NORTH EAST FLORIDA REGIONAL COUNCIL

LAST REVISION DATE: 6/14/2022



Bunnell Zoning

- AG
- AG&S
- B-1
- L-1
- P
- R-1

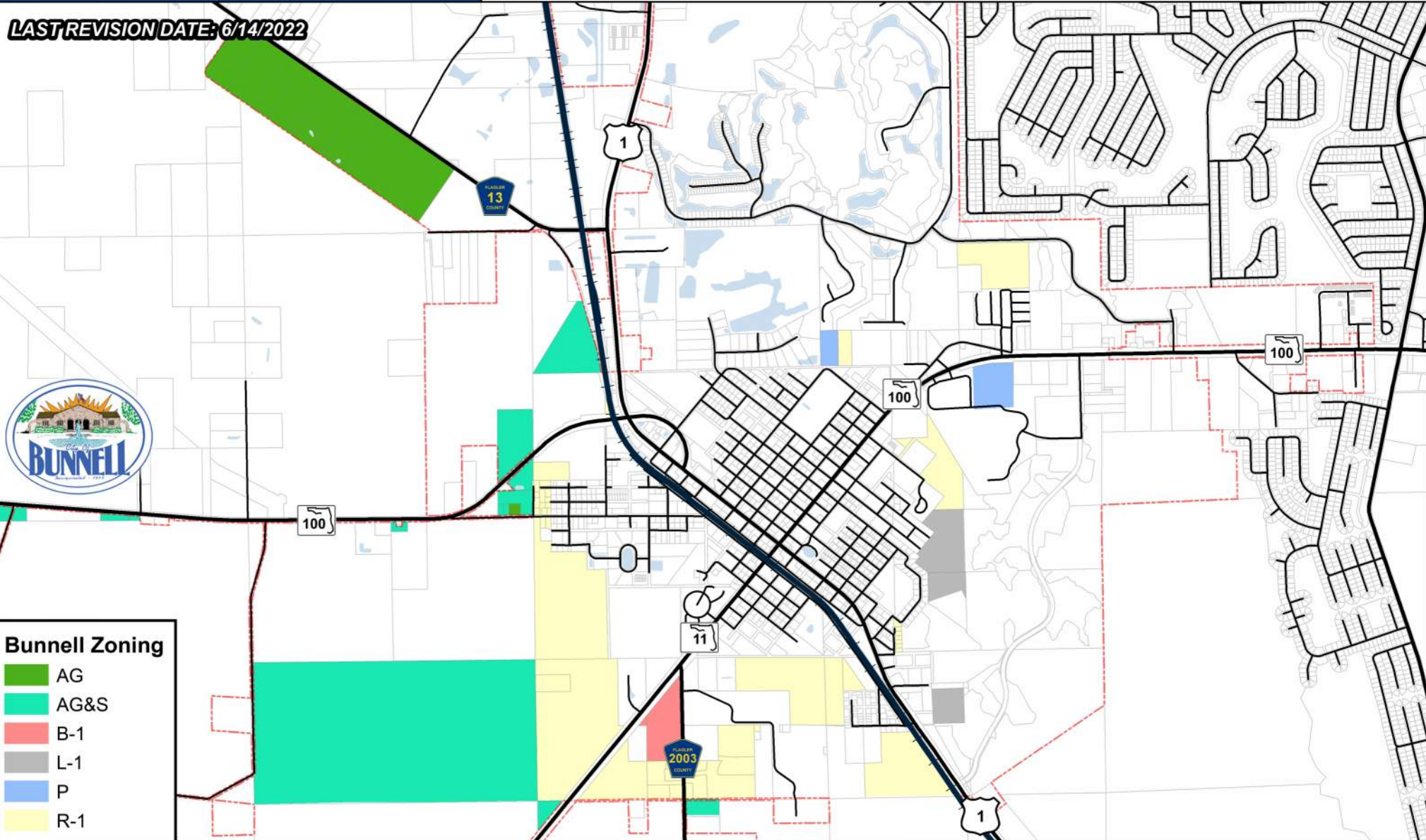


EXHIBIT B

PROPOSED ZONING CITY OF BUNNELL FOCUS AREA 3



0.25 0.125 0 0.25 Miles

LEGEND

- CITY OF BUNNELL
- MAJOR HYDROLOGY
- FLAGLER COUNTY PARCELS
- ROADS
- RAILROAD

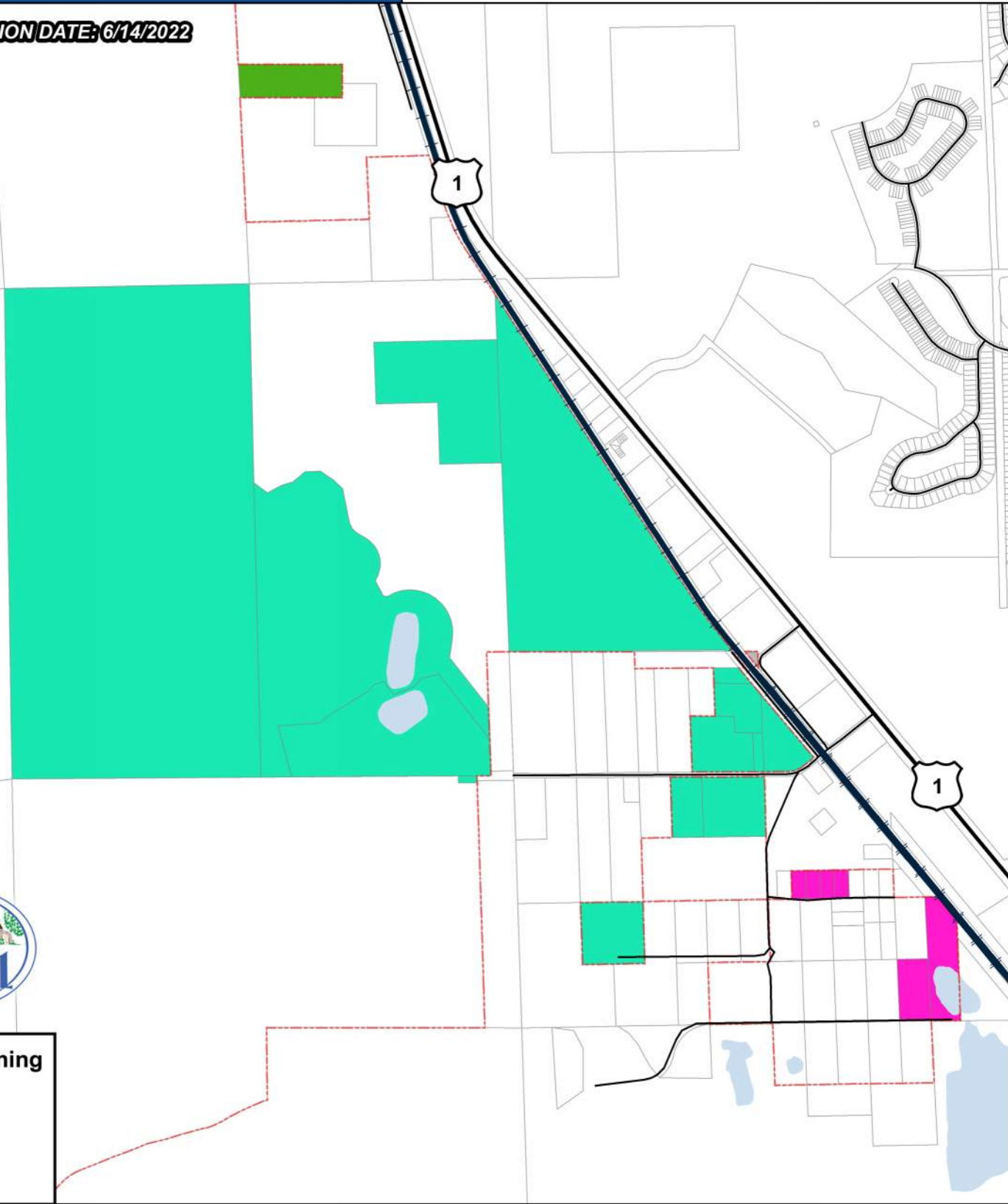


300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

DATA SOURCES: CITY OF BUNNELL,
FLAGLER COUNTY PROPERTY APPRAISER,
NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH JUNE 2022
* BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO
INCLUDE RECENTLY ANNEXED AND DE-ANNEXED PARCELS.

LAST REVISION DATE: 6/14/2022



Bunnell Zoning

- AG
- AG&S
- L-1
- RE



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 7/25/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-20 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.48± acres of land, owned by Carl Lilavois, Bearing the Parcel ID: 15-12-30-0850-02630-0030 from the "Single Family Low Density" to the "Multi-Family" future land use category. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-20 Proposed Main Street Maisonettes FLUM Amendment	Ordinance
Main Street Maisonettes Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 0.48± acre property from the "Single Family Low Density" to the "Multi-Family" future land use designation.

There is a companion rezoning request to amend the official zoning map to change the zoning on the property from the "R-1 Single Family Residential" district to the "R-3B- Multi-Family Residential" district.

The Planning, Zoning and Appeals Board heard this request at their July 7, 2022 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This matter was last heard at the August 8, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the August 11, 2022 edition of the Palm Coast Observer.

Background:

The applicant, Carl Lilavois, owns 0.48± acre property located at 307 East South Main Street in the City of Bunnell. The applicant plans to place an 8-unit multi-family building on the property.

The parcel's current FLUM designation is "Single Family Low Density ". The "Single Family Low Density " future land use category allows single family residences at densities of up to four (4) dwelling units per acre.

The proposed FLUM designation is "Multi-Family". The "Multi-Family" designation allows multi-family dwellings at densities from 8 dwelling units up to 20 dwelling units per acre.

Under the current FLUM designation, 1 dwelling units can be built on the the subject property based on its 0.48 acre size. The proposed FLUM would allow up to 9 units or 7 additional units to be constructed.

There is adequate capacity in the existing facilities and services to accommodate this the increase number of allowed dwelling units. At the time of site plan approval project specific concurrency determinations will be made.

Staff Recommendation:

Adopt Ordinance 2022-20 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.48± acres of land, owned by Carl Lilavois, Bearing the Parcel ID: 15-12-30-0850-02630-0030 from the "Single Family Low Density" to the "Multi-Family" future land use category. - Second Reading

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2022-20

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 0.48± ACRES, OWNED BY CARL E. LILAVOIS, BEARING PARCEL ID: 15-12-30-0850-02630-0030 LOCATED IN THE WEST QUADRANT OF THE INTERSECTION OF SOUTH MAIN STREET AND WEST BOOE STREET WITHIN THE BUNNELL CITY LIMITS FROM “SINGLE FAMILY LOW DENSITY” TO “MULTI-FAMILY”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 15-12-30-0850-02630-0030, located in the City of Bunnell; and

WHEREAS, the owner of the property, Carl Lilavois, have requested this change to the future land use; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on July 7, 2022 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

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

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2035 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2035 Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2035 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Multi-Family" land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: PART OF SE 1/4 OF NE 1/4 A/K/A BLOCK 263 LOTS 3 & 4 & 5 & 6 OR 153 PG 578 OR 194 PG 86 OR 329 PG 53, OR 333 PG 471 OR 452 PG 377 OR 554 PG 1325 OR 1506 PG 1122-DC OR 2089/399-ACM OR 2089/400 OR 2692/1345-BLA
ADDRESS: 307 SOUTH MAIN STREET
TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0850-02630-0030

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

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

First Reading: approved on this 8th day of August 2022.

Second Reading: adopted on this 22nd day of August 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

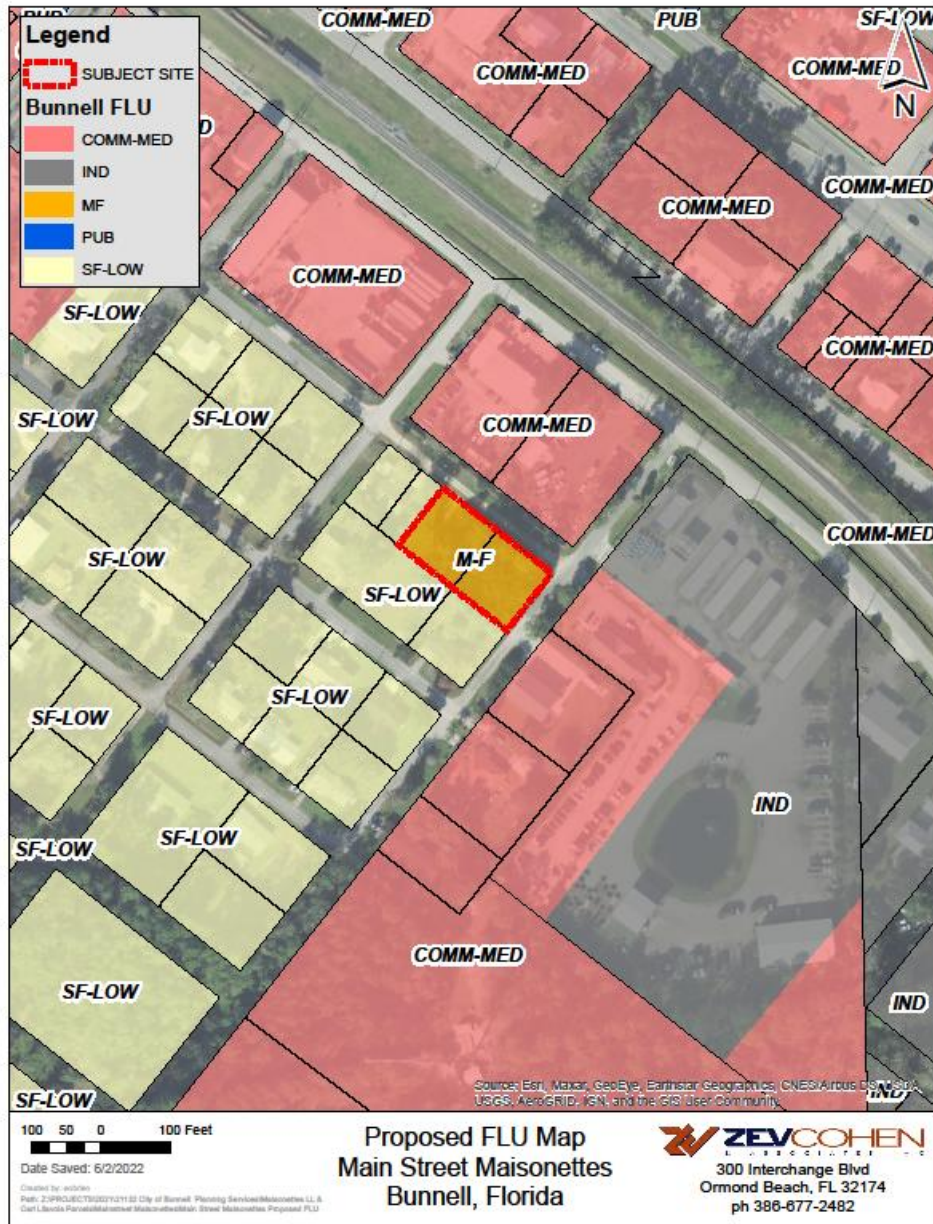
Attest:

Kristen Bates, City Clerk, CMC





Seal:

EXHIBIT A

Proposed Future Land Use Amendment

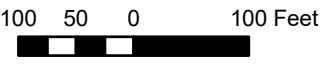


Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



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



Date Saved: 6/2/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Maisonettes LL & Carl Lilavois Parcels\Mainstreet Maisonettes\Main Street Maisonettes Aerial Location

Aerial Map Main Street Maisonettes Bunnell, Florida



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



City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 7/25/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-21 Requesting to change the official zoning map for 0.48± acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID15-12-30-0850-02630-0030 from the "R-1, Single Family Residential" district to the "R-3B, Multi-family Residential" district. - Second Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-21 Proposed Main Street Maisonettes Rezoning	Ordinance
Main Street Maisonettes Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 0.48± acre property from the R-1, Single Family Residential" district to the "R-3B, Multi-Family Residential" district.

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation on the property from "Single Family Low Density" to "Multi-Family".

The Planning, Zoning and Appeals Board heard this request at their July 7, 2022 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

In accordance with the local notification procedures, letters providing the notice of First Reading were sent to the property owners of adjacent properties within the City of Bunnell within 300 feet of the subject property were mailed on July 25, 2022. The property was posted with information on First Reading on July 25, 2022.

This matter was last heard at the August 8, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the August 11, 2022 edition of the Palm Coast Observer.

Background:

The applicant, Carl Lilavois, owns a 0.48± acre property located at 307 South Main Street per the Flagler County Property Appraiser's website. The property is vacant and wooded. The applicant plan to develop the property with an 8-unit apartment building. If the rezoning is approved, a survey will be necessary prior to applying for any building permits to confirm the available site area.

The property is currently zoned "R-1 Single Family Residential". The R-1 zoning district is described in the LDC as a single-family residential area of low density. The R-1 has a minimum lot size of 10,000 SF. The R-1 maximum yield on the subject property is a gross density of 2 units assuming the site is split into 2 parcels.

The proposed zoning classification is "R-3B, Multi-Family Residential" district. This district provides for higher density residential developments. The R-3B has a 7,260 SF minimum lot size and requires 2,000 SF for each additional unit over 2. The R-3B maximum yield on the subject property is a gross density of up 8 dwelling units depending on the site area. The proposed R-3B zoning is consistent with the proposed FLUM designation.

Care must be taken when introducing a new use into an established zoning pattern. There must a compelling reason for doing so beyond the direct benefits that the applicant requesting the rezoning will receive. In this case, the subject parcel is an area of mixed zoning with a pocket of R-1 single family surrounded by the B-1 Business and the L-1 Light Industrial districts. This specific parcel is facing L-1 zoning to the east across Main Street and B-1 and L-1 to the south across West Booe Street. This does not make for an ideal location for low density residential development. Typically you would like to see some of type of transitional zoning such as multi-family uses or offices, etc. between low density residential and industrial zoning. The applicant's request moves in the direction of establishing more compatible uses in the area and therefore is of general benefit to the public.

Staff Recommendation:

Adopt Ordinance 2022-21 Requesting to change the official zoning map for 0.48± acres of land, owned by Carl E. Lilavois, Bearing the Parcel ID15-12-30-0850-02630-0030 from the "R-1, Single Family Residential" district to the "R-3B, Multi-family Residential" district. - Second Reading

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2022-21

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING .48± ACRES, OWNED BY CARL E. LILAVOIS, BEARING PARCEL ID: 15-12-30-0850-02630-0030 LOCATED IN THE WEST QUADRANT OF THE INTERSECTION OF SOUTH MAIN STREET AND WEST BOOE STREET WITHIN THE BUNNELL CITY LIMITS FROM THE “R-1 SINGLE FAMILY” TO THE “R-3B MULTI-FAMILY”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carl E. Lilavois, the owner of certain real property, which land totals 0.48± acres in size located at 307 South Main Street and is assigned Tax Parcel Identification Number 15-12-30-0850-02630-0030 by the Property Appraiser of Flagler County; and

WHEREAS, Carl E. Lilavois has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the “R-3B, Multi-family Residential” district zoning classification from the existing “R-1, Single Family Residential” district zoning classification; and

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

WHEREAS, on July 7, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject property, which is 0.48± acres in size, is located 307 South Street in the City of Bunnell.

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling 0.48± acres in size, shall be rezoned to the “R-3B, Multi-family Residential” district zoning classification from the existing “R-1, Single Family Residential” district zoning classification;

LEGAL DESCRIPTION: PART OF SE 1/4 OF NE 1/4 A/K/A BLOCK 263 LOTS 3 & 4 & 5 & 6 OR 153 PG 578 OR 194 PG 86 OR 329 PG 53, OR 333 PG 471 OR 452 PG 377 OR 554 PG 1325 OR 1506 PG 1122-DC OR 2089/399-ACM OR 2089/400 OR 2692/1345-BLA

ADDRESS: 307 South Main Street

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0850-02630-0030

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2022-20.

First Reading: on this 8th day of August 2022.

Second/Final Reading: adopted on this 22nd day of August 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

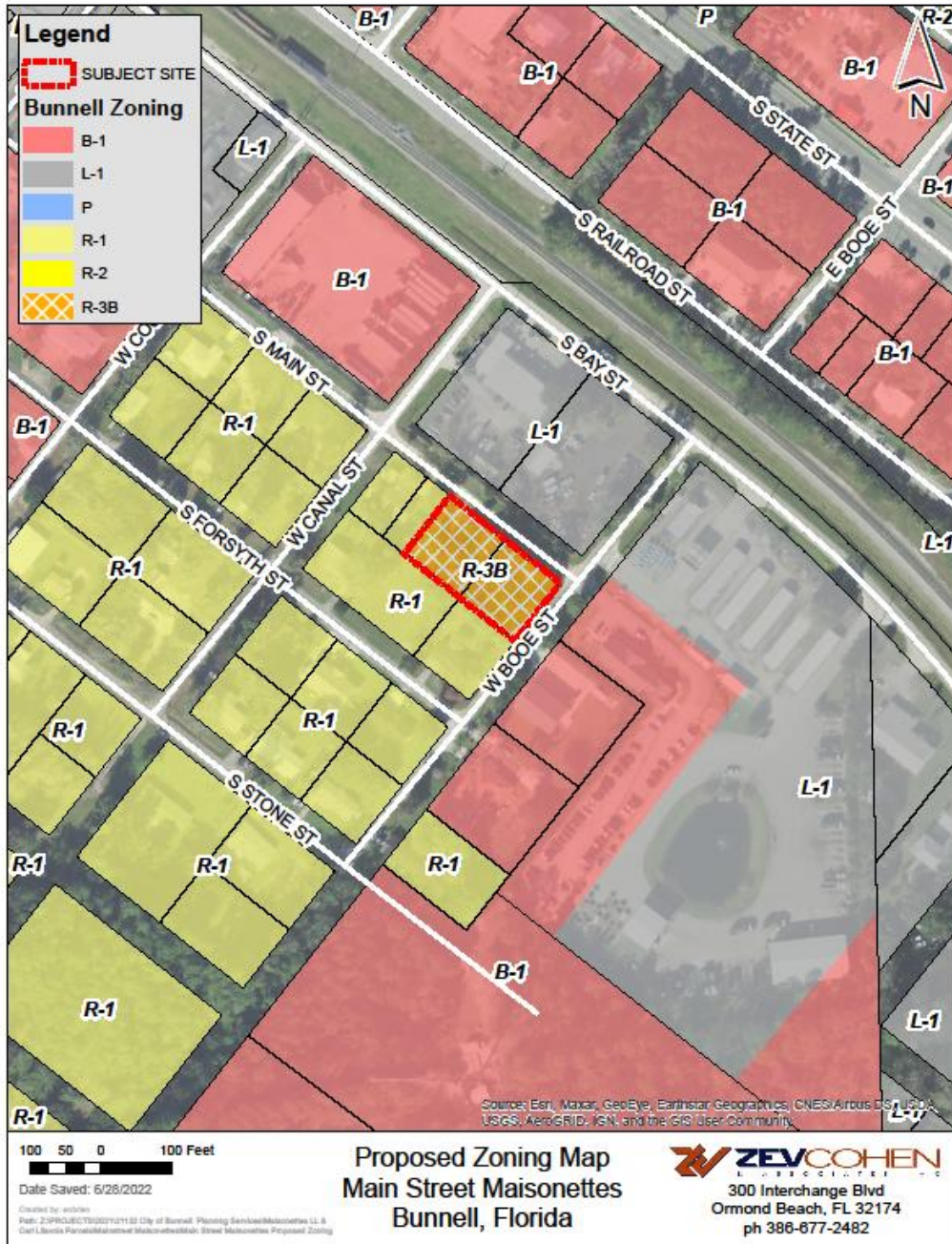
Attest:

Kristen Bates, CMC, City Clerk





Seal:

Exhibit "A"

Proposed Rezoning

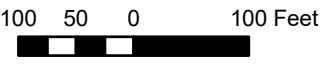


Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



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



Date Saved: 6/2/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Maisonettes LL & Carl Lilavois Parcels\Mainstreet Maisonettes\Main Street Maisonettes Aerial Location

Aerial Map Main Street Maisonettes Bunnell, Florida



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



City of Bunnell, Florida

Agenda Item No. E.4.

Document Date: 7/5/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-19 Requesting the Voluntary Contraction of the City's
Boundary for a 1,979± acre property located north of State Highway 100. -
First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Millican Proposed Contraction Ordinance	Ordinance
Millican Contraction Map	Location Map(s)
Millican De-Annexation Feasibility Study	Report

Summary/Highlights:

This is a request by Linda C. Millican for the voluntary contraction of the City's boundary for a 1,979± acre property located north of State Highway 100 approximately 1/2 mile west of John Campbell Drive.

The property is identified by the following Parcel I.D. Numbers by the Flagler County's Property Appraiser's Office:

02-12-28-0000-02040-0000
35-11-28-0000-01010-0000
26-11-28-0000-01010-0000
23-11-28-0000-01010-0010
22-11-28-0000-01010-0020
27-11-28-0000-01010-0010
34-11-28-0000-01010-0000
34-11-28-0000-01030-0000

Background:

The applicant, Linda Millican, owns all eight parcels of land located within the City of Bunnell. Ms. Millican has petitioned the City to de-annex this property from its corporate limits. Under Florida law only those areas which do not meet the criteria for annexation can be excluded from a City's

boundaries. Once a petition for de-annexation is received, the City must perform a feasibility study. The required feasibility study has been performed for this property. The study found that this property is eligible for de-annexation based on the criteria for municipal contraction set forth in Chapter 171.052 of the Florida Statutes.

Staff Recommendation:

Approved Ordinance 2022-19 authorizing the voluntary contraction of the City's boundary for this 1,979± acre property owned by Linda Millican as described in the ordinance. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-19

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 1,979± ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED NORTH OF STATE HIGHWAY 100, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, Linda C. Milican owns eight parcels identified by Flagler County Tax Parcel ID Numbers: 02-12-28-0000-02040-0000; 35-11-28-0000-01010-0000; 26-11-28-0000-01010-0000; 23-11-28-0000-01010-0000; 22-11-28-0000-01010-0020; 27-11-28-0000-01010-0010; 34-11-28-0000-01010-0000; and 34-11-28-0000-01030-0000 collectively totaling approximately 1,978 acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

WHEREAS, this property was voluntarily annexed into the City of Bunnell by Ordinance 2007-30 adopted on June 19, 2007 and as amended by Ordinance 2008-20 adopted on April 15, 2008; and

WHEREAS, the Owner has requested that the City deannex this parcel; and

WHEREAS, this parcel fails to meet all of the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

WHEREAS, this parcel has not been developed for urban purposes and is currently vacant property; and

WHEREAS, this parcel does not lie between the City and an area to be served by the City water or sewer service; and

WHEREAS, the contraction of this parcel will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Bunnell shall be redefined to exclude the subject real property.

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

Section 1. Recitals.

The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Contraction of Subject Properties.

The Subject Property as illustrated in Exhibit "B" shall be, and is hereby deannexed from the City of Bunnell, Florida. This property is described in Exhibit A and illustrated in Exhibit B. The Subject Property shall be excluded from the existing boundaries of the City of Bunnell, Florida, from the effective date of this ordinance.

Section 3. City Boundaries Redefined.

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Administrator), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the property contracted/de-annexed by this Ordinance is removed from the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell and the map of the City Limits of the City of Bunnell in an expeditious manner.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the revised City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 22nd day of August 2022.

Second Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:

EXHIBIT A
Legal Description

Parcel #1 (Identification Nos. 22-11-28-0000-01010-0020; 23-11-28-0000-01010-0010; 26-11-28-0000-01010-0000; 27-11-28-0000-01010-0010; 34-11-28-0000-01010-0000; 35-11-28-0000-01010-0000):

PART OF SECTIONS 22, 23, 26, 27, 34 AND 35, TOWNSHIP 11 SOUTH, RANGE 28 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 28 EAST; THENCE NORTH 89°18'12" EAST (DEED NORTH 89°18'43" E), ALONG THE NORTH LINE OF SAID SECTION 6 AND SAID SECTION 5, TOWNSHIP 11, RANGE 28 EAST, 9965.00' TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE +/- CENTERLINE OF SALT BRANCH CANAL, ALSO BEING THE EAST LINE OF A PARCEL AS RECORDED IN DEED BOOK 1834, PAGE 1718, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, THENCE SOUTH 01°49'40" EAST, 10612.34' ALONG SAID EAST LINE TO A POINT LYING IN THE +/- CENTERLINE OF SAID SALT BRANCH CANAL, ALSO BEING THE SOUTHWEST CORNER OF A PARCEL AS RECORDED IN DEED BOOK 1916, PAGE 412 OF SAID PUBLIC RECORDS; THENCE NORTH 88°28'25" EAST, ALONG THE SOUTH LINE OF A PARCEL AS RECORDED IN SAID DEED BOOK 1916, PAGE 412, 7487.70' TO THE SOUTHEAST CORNER OF SAID PARCEL AS RECORDED IN DEED BOOK 1916, PAGE 412; THENCE SOUTH 00°56'42" EAST, (DEEDS 00°56'39" E), ALONG THE EAST LINE OF A PARCEL AS RECORDED IN DEED BOOK 372, PAGE 196 AS RECORDED IN SAID PUBLIC RECORDS, 6619.85' TO AN ANGLE POINT IN SAID EAST LINE; THENCE NORTH 88°26'18" EAST (DEED TN N 88°27'00" E), 1729.42' (DEED 1727.10') TO THE POINT OF BEGINNING; THENCE SOUTH 35°34'36" EAST (DEED S 35°35'00" E), ALONG THE EAST LINE OF A PARCEL AS RECORDED IN DEED BOOK 372, PAGE 196, 7147.02' (DEED 7146.71') TO AN ANGLE POINT IN SAID EAST LINE; THENCE SOUTH 00°52'43" EAST (DEEDS 00°51'51" E), 8291.69' (DEED 8291.37') TO THE NORTH LINE OF SAID SECTION 2; THENCE SOUTH 88°52'46" WEST (DEEDS 88°53'58" W), ALONG SAID NORTH LINE 2657.41' (DEED 2657.66') TO THE NORTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 00°55'12" WEST, 661.40'; THENCE SOUTH 88°38'51" WEST, 660.37; THENCE SOUTH 00°54'43" EAST, 660.74' TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 88°42'15" WEST (DEED S 88°42'00" W), ALONG THE SOUTH LINE OF SAID SECTION 34, 4647.42' (DEED 4648.05') TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 01°11'28" WEST (DEED N 01°11'00" W), ALONG THE WEST LINE OF SAID SECTION 34, 2106.12' (DEED 2105.00'); THENCE NORTH 01°10'59" WEST (DEED N 01°09'00" W) 669.54'; THENCE NORTH 89°03'47" EAST, 665.22'; THENCE SOUTH 01°12'13" EAST, 666.60'; THENCE NORTH 88°57'47" EAST, 664.62; THENCE NORTH 01°08'13" WEST, 2661.78'; THENCE SOUTH 89°34'47" WEST, 665.94; THENCE SOUTH 01°09'13" EAST, 667.26; THENCE SOUTH 89°25'47" WEST, 665.73'; THENCE NORTH 01°09'42" WEST (DEED N 01°09'00" W), 669.75'; THENCE NORTH 00°38'26" WEST, 2869.29'; THENCE NORTH 88°44'52" EAST, 3889.23'; THENCE NORTH 00°41'47" WEST, 6538.31' TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 1667.34 ACRES, MORE OR LESS.

Parcel #2 (Identification No. 34-11-28-0000-01030-0000):

THE SOUTHEAST TEN ACRES OF THE SOUTH FORTY ACRES OF GOVERNMENT LOT ONE, SECTION 34, TWP. ELEVEN, SOUTH, RANGE TWENTY-EIGHT EAST.

Parcel #3 (Identification No. 02-12-28-0000-02040-0000):

THE WEST ONE-HALF OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 28 EAST EXCEPT PART SOUTH OF STATE ROAD 100.

Legal Description "Parcels"

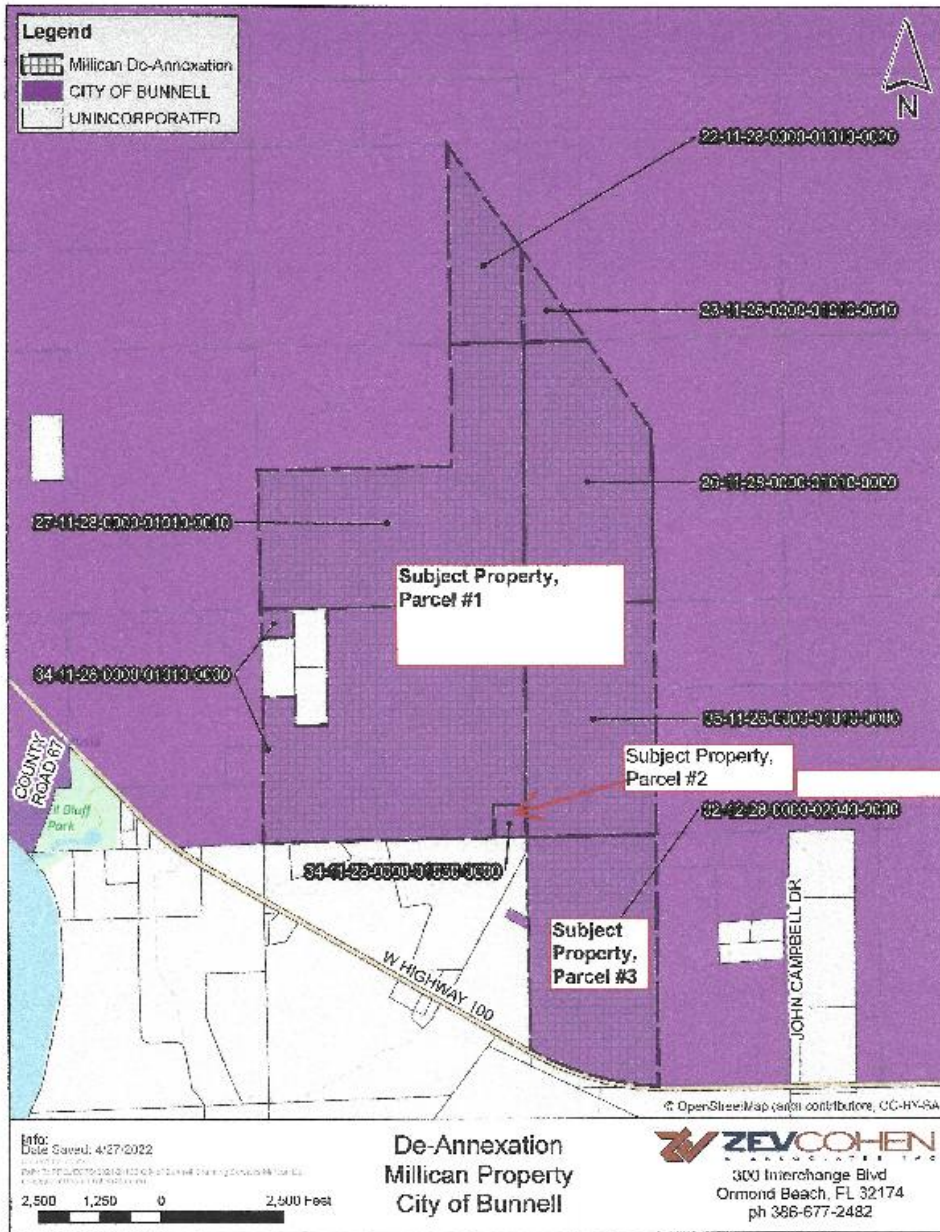
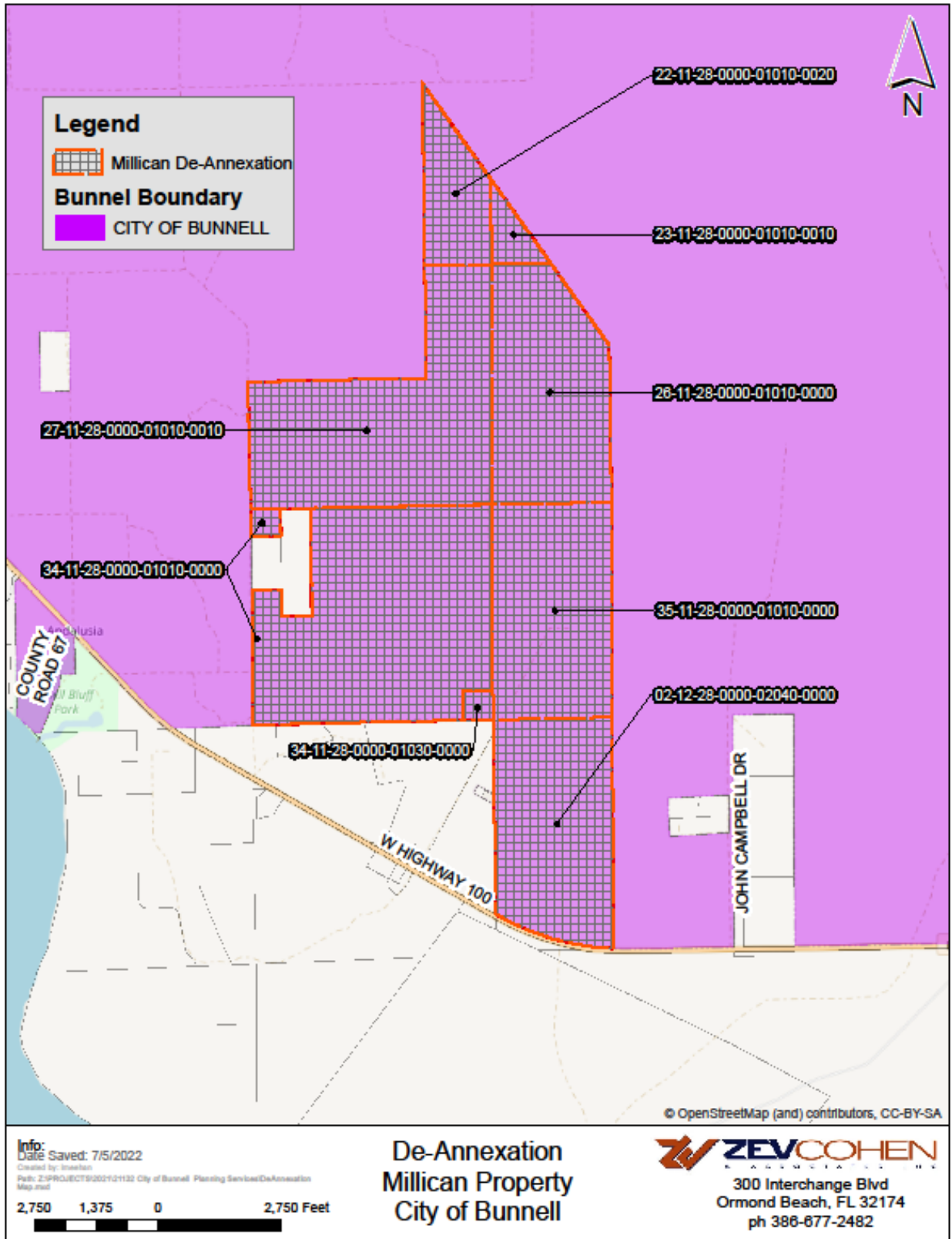



EXHIBIT B Contraction Map




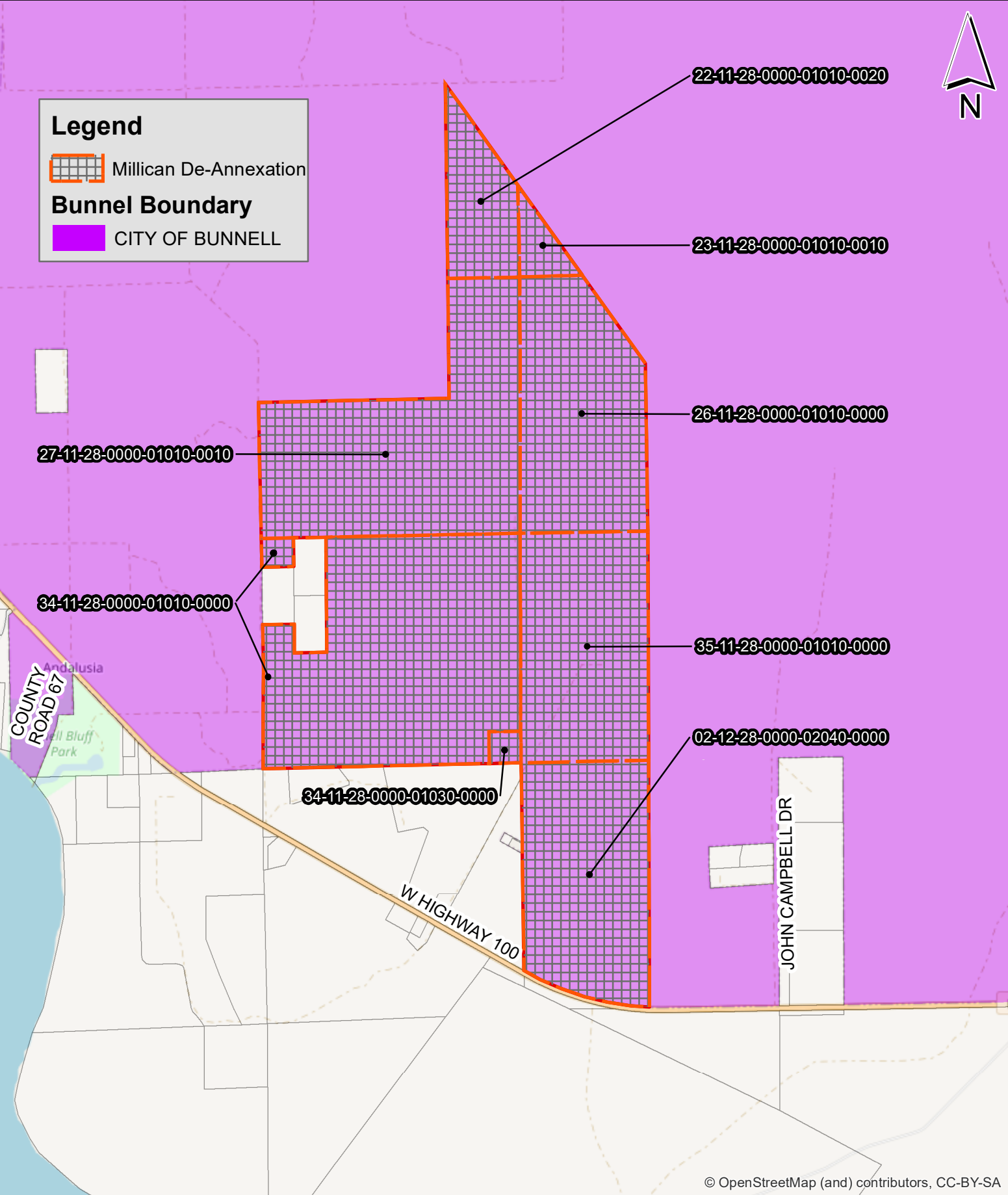


Legend

 Millican De-Annexation

Bunell Boundary

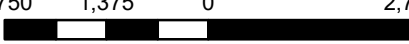
 CITY OF BUNNELL



© OpenStreetMap (and) contributors, CC-BY-SA

Info:
 Date Saved: 7/5/2022
 Created by: imeehan
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\DeAnnexation Map.mxd

2,750 1,375 0 2,750 Feet



**De-Annexation
 Millican Property
 City of Bunnell**


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

**Feasibility Study Proposed Municipal Contraction
Millican Parcels**

PID 02-12-28-0000-02040-0000	293 acres
PID 35-11-28-0000-01010-0000	291 acres
PID 26-11-28-0000-01010-0000	293 acres
PID 23-11-28-0000-01010-0010	28.50 acres
PID 22-11-28-0000-01010-0020	102 acres
PID 27-11-28-0000-01010-0010	438 acres
PID 34-11-28-0000-01010-0000	523 acres
PID 34-11-28-0000-01030-0000	10 acres

Background:

The Subject Property is identified as the above enumerated eight Parcel I.D. Numbers. These (8) eight parcels are owned by Linda C. Millican. Together they form 1,979 acres of land. The subject property is contiguous parcels that have not been assigned a street address. The applicant has filed a petition for voluntary contraction to de-annex the Subject Property from the City of Bunnell. See the location map below.

This report analyzes the feasibility of contracting the subject property from the municipal boundaries of the City of Bunnell consistent with *Chapter 171.052, F.S. Criteria for contraction of municipal boundaries*. Chapter 171.052, F.S. states that (1) “Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies...”.

Under Chapter 171.043, F.S., areas may be annexed only if lands are: (1) contiguous to the municipality’s boundaries per Chapter 171.043 (1), F.S., and (2) meets the requirements of either Chapter 171.043(2) or Chapter 171.043 (3).

Analysis:

Criteria: Chapter 171.043(1) requires that the total area to be annexed must be contiguous to the municipality’s boundaries at the time the annexation proceeding is begun and reasonably compact. No part of the area to be annexed shall be included within the boundary of another incorporated municipality.

Findings: The Subject Property meets this criteria for areas to be annexed.

Criteria: Chapter 171.043(2) requires that area to be annexed must be developed for urban purposes which is defined as a developed area that meets any of the following:

- (a) A total resident population equal to at least two persons for each acre of land; or*
- (b) A total resident population that equals at least one person for each acre of land and is subdivided into lots and tracts so that at least 60 percent of total number of lots and tracts are 1 acre or less in size; or*
- (c) Is developed with at least 60 percent of total number of lots and tracts in area at the time of annexation that are used for urban purposes, and is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

Findings: The proposed contraction area fails to meet the criteria in Chapter 171.043(2) since the Subject Property is vacant and is not divided into parcels of less than 1 acres in size. The parcels range from 10 acres to 523 acres. None of the parcels are used for urban purposes.

Criteria: Chapter 171.043(3) states that in addition to being developed for urban purpose, an area may be included in the land to be annexed any additional area which does not meet the requirements of subsection (2), if the area either:

- (a) lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or*
- (b) is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

Findings: The proposed contraction area fails to meet Criteria 171.043(3) since the Subject Property does not lie between the municipal boundary and area developed for urban purposes as defined in Chapter 171.043(2), F.S.

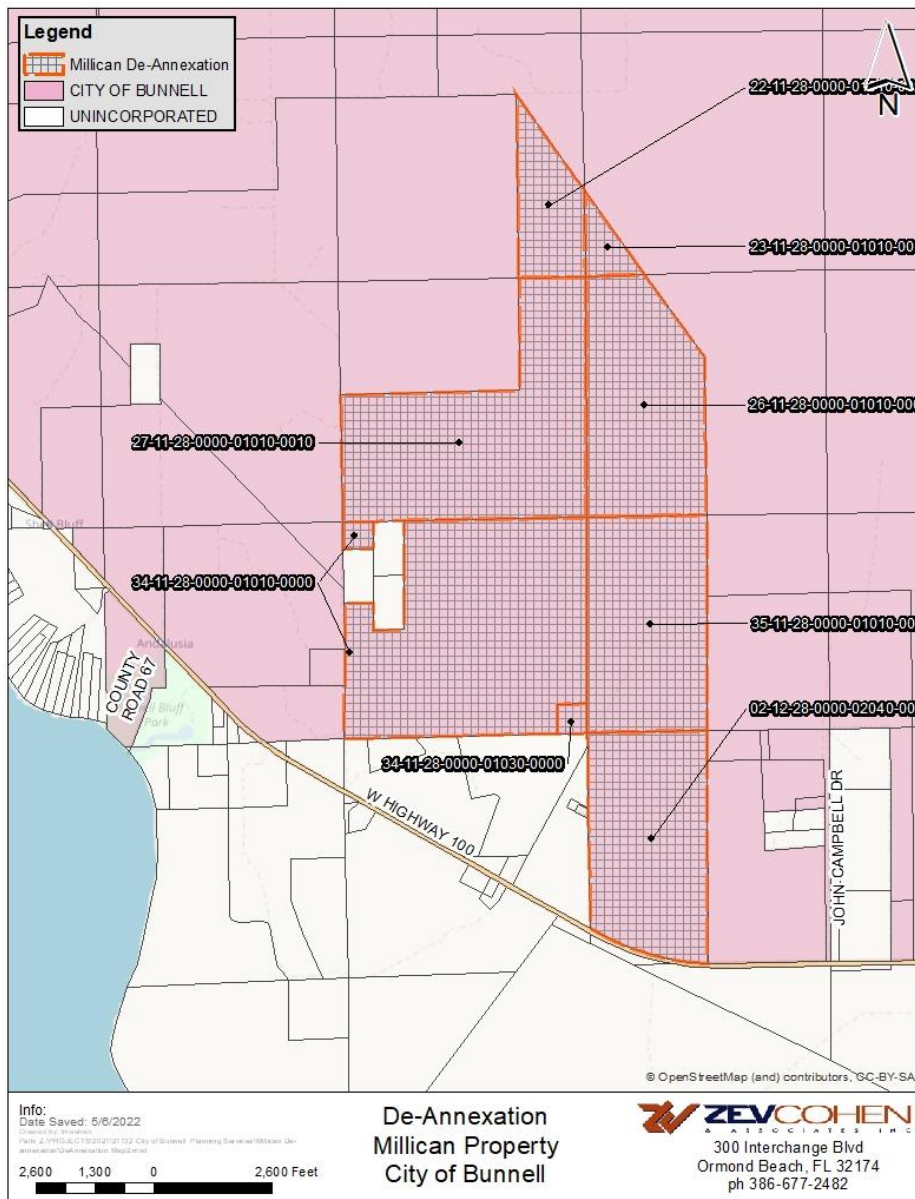
Criteria: Chapter 171.052 states that if area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

Findings: Contraction of the Subject Property would not result in creating noncontiguous property within the City.

Conclusion:

The proposed contraction of the Subject Property meets the criteria established by Chapter 171.052 F.S. for contraction of municipal boundaries since the subject property fails to meet the criteria for annexation in s. 171.043 and the Subject Property fails to meet criteria outlined in Chapter 171.043(2). In conclusion, the contraction of the Subject Property would not result in the creation of noncontiguous areas within the boundaries of the City.

Proposed Contraction Map





City of Bunnell, Florida

Agenda Item No. E.5.

Document Date: 7/20/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-22 Requesting to change the Future Land Use Map in the Comprehensive Plan for a portion of a 26.57+/- property, owned by Oare Warehouse LLC, Bearing the Parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "Commercial Medium" to the "Multi-Family" future land use designation- First Reading.
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-22 Tupelo Parcels 8 & 9 Proposed FLUM Amendment	Ordinance
Tupelo Parcels 8 & 9 Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a portion of a 26.57± acre property, known as Oare Parcels 8 and 9 from the "Commercial Medium" to the "Multi-family" future land use designation. The northern 2.78± acres of the subject property with frontage on East Moody Blvd will remain "Commercial Medium".

There is a companion rezoning request to amend the official zoning map to change the zoning on all but the northernmost 250 feet of the property from the "B-1, Business District" to the "R-3B, Multiple-Family Residential District".

The Planning, Zoning and Appeals Board heard this request at their July 7, 2022 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

Background:

The applicant, Charlie Faulkner with Faulkner & Associates, is the representative for the subject property owner, Oare Warehouse, LLC.

The subject property commonly known as Parcels 8 and 9 are approximately 26.57+ acres, which

is located on the south side of East Moody Boulevard (State Highway 100 E), west of Briarwood Drive and east of Commerce Parkway. The applicant plans to develop the northern 250 feet of the property with general commercial uses along East Moody Boulevard (State Highway 100 E) and multi-family residential for the remaining portion of the site.

The current FLUM designation of the subject site is "Commercial Medium". The "Commercial Medium" future land use category allows recreation, public and institutional uses, PUD developments conservation area, multi-family and residential or non-residential mixed uses.

Under the proposed FLUM designations of "Commercial Medium" and "Multi-family" the amendment will work in concert to ensure reasonable growth. This change will promote opportunities for a live/work, environment that provides needed housing and economic growth. Additionally, this ensures orderly growth with the mixture of uses being along a major thoroughfare, which is the appropriate location for such growth.

Upon receipt of the site plan for review, the specific concurrency determinations will be provided at that time.

Staff Recommendation:

Approve Ordinance 2022-22 Requesting to change the Future Land Use Map in the Comprehensive Plan for for a portion of a 26.57+/- acre of property, owned by Oare Warehouse LLC, Bearing the Parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "Commercial Medium" to the "Multi-Family" future land use designation. - First Reading.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-22

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 26.57± ACRES, OWNED BY OARE WAREHOUSE LLC, BEARING PARCEL IDS: 12-12-30-0650-000C0-0041 & 12-12-30-0650-000C0-0042 LOCATED ON THE SOUTH SIDE OF EAST MOODY BOULEVARD (STATE HIGHWAY 100 E) AND APPROXIMATELY 350 FEET EAST OF COMMERCE PARKWAY WITHIN THE CITY OF BUNNELL FROM "COMMERCIAL MEDIUM" TO "MULTI-FAMILY"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Numbers 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 located in the City of Bunnell; and

WHEREAS, the owner of the property, Oare Warehouse LLC, has requested this change to the future land use for the southern 23.79± acres of the subject property; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on July 7, 2022 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

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

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2035 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2035 Comprehensive Plan*.
- (d) The Exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2035 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Multi- Family" land use designation to the southernmost 23.79± acres of the real property which is the subject of this Ordinance as set forth herein.
- (b) The properties identified in the Exhibits which are the subjects of this Comprehensive Plan amendment are described as follows:

LEGAL DESCRIPTION: A portion of Section 12, Township 12 South, Range 30 East, Flagler County, Florida, more particularly described as follows:

As a point of Commencement, begin at the intersection of the West line of Section 12 with the South R/W line of S.R. 100, a 200 ft. right of way now laid out; thence N 88 degrees 55'37"E along said South R/W line, a distance of 425.00 feet to the Point of Beginning of this Parcel.

Thence depart the South R/W line of SR 100, S 00 Degrees 10'21"W and parallel to the West line of Section 12, a distance of 1337.35 ft., more or less, to the South line of The NW 1/4 of the SW 1/4 of Section 12; thence easterly along the Southerly line of the NW 1/4 of the SW 1/4 of Section 12, a distance of 488.70 feet; thence N 00 degrees 10' 21"E and parallel to the Westerly line of Section 12, a distance of 1337.35 feet, more or less, to the South R/W line of SR 100; thence S 88 degrees 55' 37" W along the South R/W line of SR 100, a distance of 488.70 feet, more or less, to the Point of Beginning of this description .

TAX PARCEL IDENTIFICATION NUMBER : 12-12-30-0650-000C0-0041

Address: 2904 MOODY BLVD E

AND

LEGAL DESCRIPTION: A portion of Section 12, Township 12 South, Range 30 East, Flagler County, Florida, more particularly described as follows:

As a point of reference, commence at the intersection of the West line of Section 12 with the South R/W line of S.R. 100, a 200 ft. right of way as now laid out; thence N 88 degrees 55'37"E along said South R/W line, a distance of 1260.31 feet, more or less, to a point on the South R/W line of SR 100, which intersects with the northerly extension of the East line of Tract 4, Block C, Bunnell Development Company Subdivision, which is the Point of Beginning of this Parcel.

Thence S 88 degrees 55'37" West along the South R/W line of SR 100 a distance of 346 feet, more or less, to a point which is 913.70 feet East (as measured along the South R/W line of SR 100) of the west line of Section 12 ; thence depart the South R/W line of SR 100, S 00 degrees 10'21"W and parallel to the West line of Section 12, a distance of 1337.35 ft., more or less, to the South line of The NW 1/4 of the SW 1/4 of Section 12; thence easterly along the Southerly line of the NW 1/4 of the SW 1/4 of Section 12, a distance of 379 feet, more or less to the East line of Tract 4, Block C, Bunnell Development Company Subdivision; thence Northerly along the East line of Tract 4, Block C, Bunnell Development Company Subdivision, and the northerly extension of the East line of Tract 4, Block C, Bunnell Development Company Subdivision a distance of 1337.35 feet, more or less to the South R/W line of SR 100, to the Point of Beginning of this description.

TAX PARCEL IDENTIFICATION NUMBER : 12-12-30-0650-000C0-0042

Address: n/a

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

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

Section 6. Conflicts.

*Ordinance 2022-22
City of Bunnell, FL*

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

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

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

First Reading: approved on this 22nd day of August 2022.

Second Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

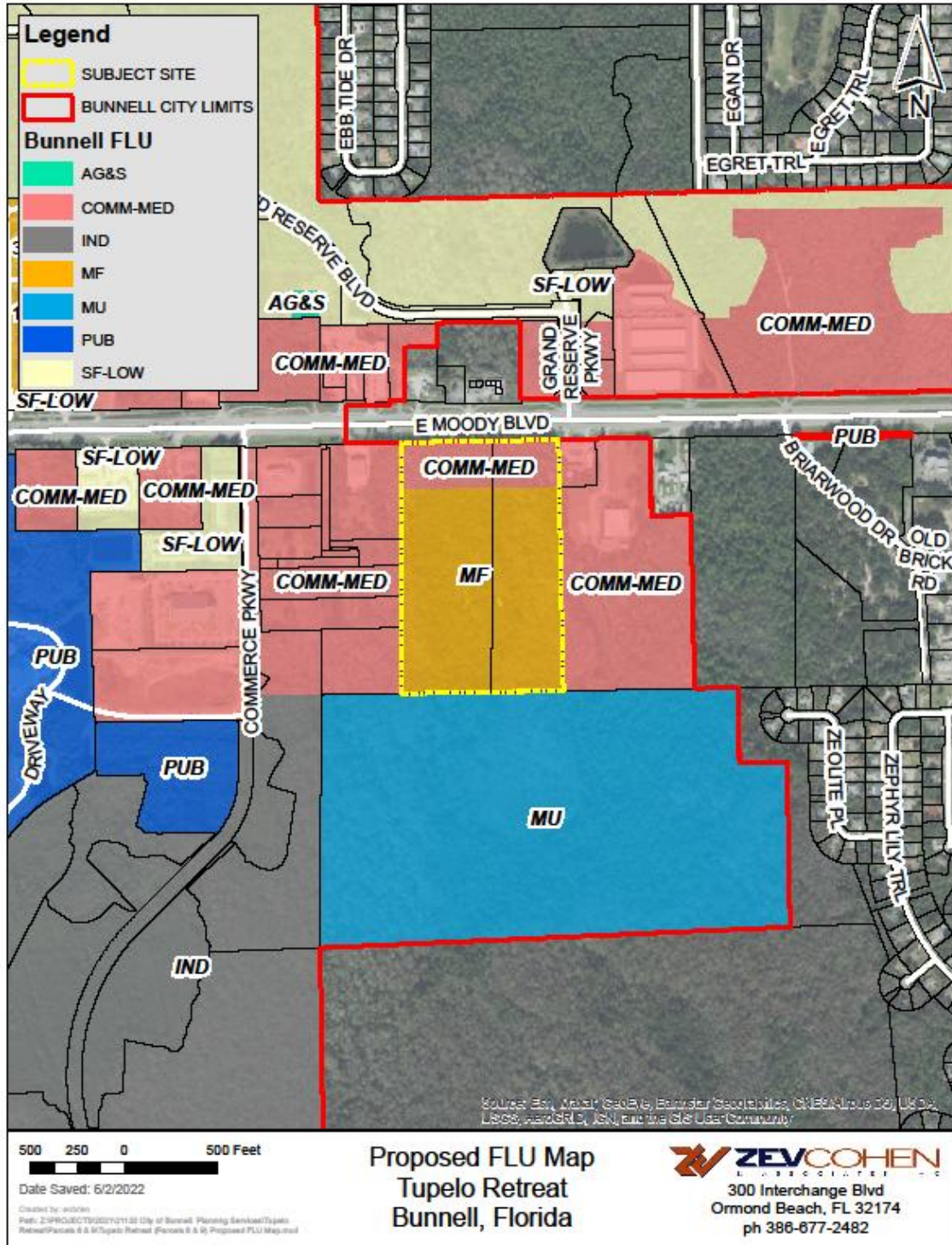
Attest:

Seal:



Kristen Bates, City Clerk, CMC

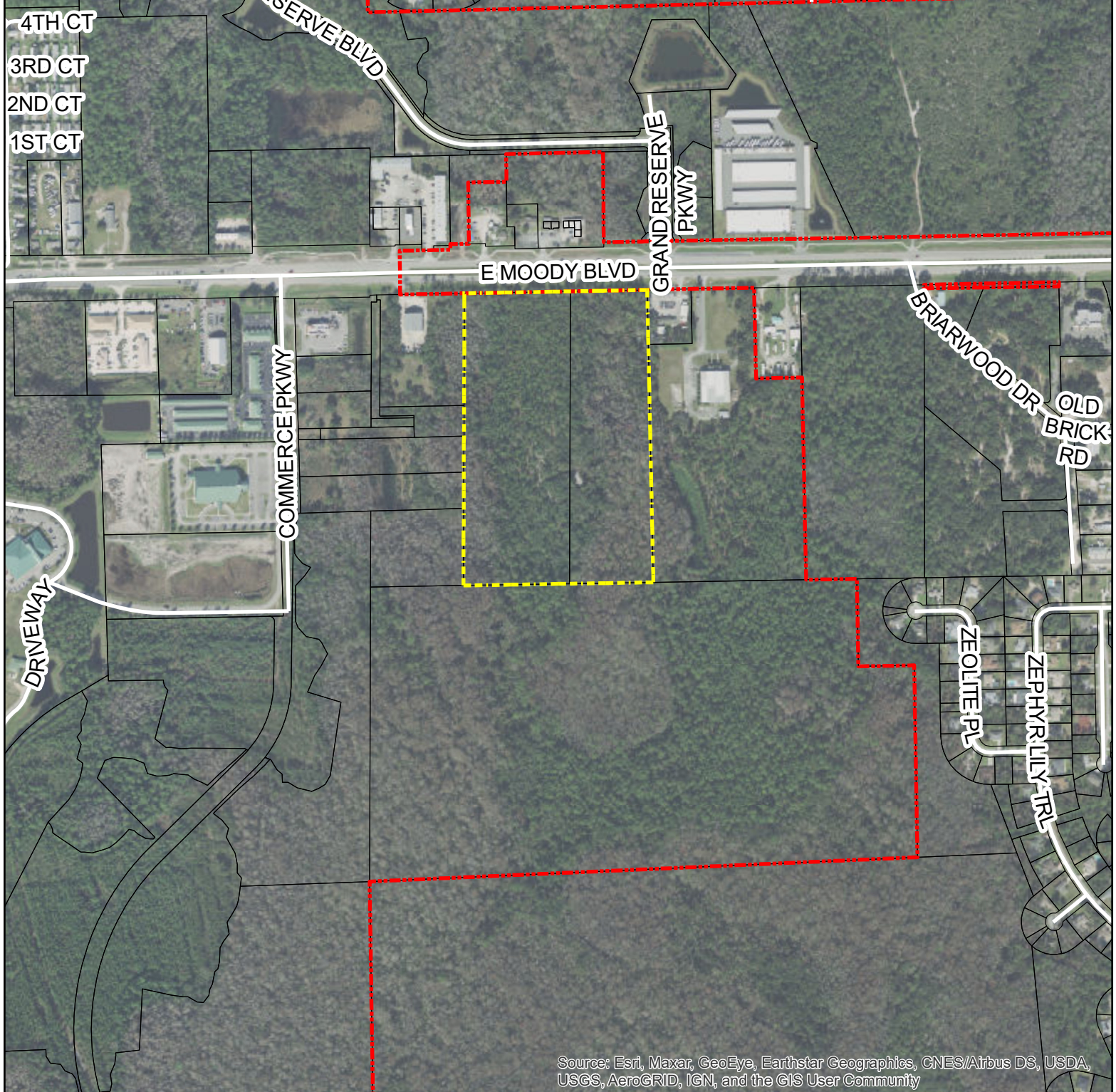
EXHIBIT A

Proposed Future Land Use Amendment

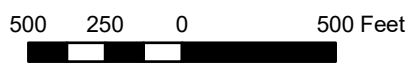


Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



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



Date Saved: 6/2/2022

Created by: eobrien
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcels 8 & 9\Tupelo Retreat (Parcels 8 & 9) Aerial Location Map.mxd

**Aerial Map
 Tupelo Retreat
 Bunnell, Florida**



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



City of Bunnell, Florida

Agenda Item No. E.6.

Document Date: 7/20/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-23 Requesting to change the official zoning map for a portion of a 26.57+/- acre property, owned by Oare Warehouse LLC, Bearing the parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "B-1, Commercial District" to "R-3B, Multiple-Family Residential District" - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-23 Tupelo Parcels 8 & 9 Proposed Rezoning	Ordinance
Tupelo Parcels 8 & 9 Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning designation on a portion of a 26.45± acre property, known as Oare Parcels 8 and 9 from the B-1, Business District to the "R-3B, Multi-Family Residential District". The northern 2.78+ acres of the subject property with frontage on East Moody Blvd will remain zoned B-1.

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation on all but the northernmost 250 feet of the property from "Commercial Medium" to "Multi-Family".

The Planning, Zoning and Appeals Board heard this request at their July 7, 2022 Meeting. At that meeting the PZA Board voted to recommend approval of the proposed ordinance.

In accordance with local regulations, this property was posted on August 5, 2022 and letters to the City of Bunnell adjacent property owners within 300 feet of the subject property were mailed notice letters of this First Reading hearing on August 5, 2022.

Background:

The applicant, Charlie Faulkner with Faulkner & Associates, is the representative for the subject

property owner, Oare Warehouse, LLC.

The subject property, commonly known as Oare Parcels 8 and 9 is approximately 26.57+ acres, is located on the south side of East Moody Boulevard (State Highway 100 E), west of Briarwood Drive and east of Commerce Parkway. The applicant plans to develop the northern 250 feet of the property with general commercial uses along East Moody Boulevard (State Highway 100 E) and multi-family residential for the remaining portion of the site

The property is currently zoned "B-1, Business District". The B-1 zoning district is described in the Land Development Code (LDC) as allowing a wide-range of commercial uses, providing a medium to high concentration of commercial activity and allowing the potential for mixed-use commercial and commercial high intensity land uses.

The proposed zoning classification for the balance of the property is "R-3B, Multi-Family Residential District". This district provides higher density residential development. The proposed R-3B zoning is consistent with the proposed FLUM designation.

This zoning amendment request is consistent with the established land use pattern along East Moody Boulevard (State Highway 100 E), which is comprised of multi-family, commercial and single-family all within a 1/2 mile distance. One of the positives to highlight with the subject request, is the property is located along a major thoroughfare, which is the ideal location for higher density development. From a land use management perspective, allowing a transition of multi-family zoning between low density residential and commercial uses moves in the direction of a more compatible pattern of development providing a general benefit to the public.

Staff Recommendation:

Approve Ordinance 2022-23 Requesting to change the official zoning map for a portion of a 26.57+/- acre property, owned by Oare Warehouse LLC, Bearing the parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "B-1, Commercial District" to "R-3B, Multiple-Family Residential District" - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-23

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF A PORTION OF REAL PROPERTY TOTALING APPROXIMATELY 26.57± ACRES, OWNED BY OARE WAREHOUSE LLC, BEARING PARCEL ID(S): 12-12-30-0650-000SC0-0041 & 12-12-30-0650-000SC0-0042 WITHIN THE BUNNELL CITY LIMITS FROM “BUSINESS DISTRICT” “B-1” TO “R3-B” “MULTIPLE FAMILY RESIDENTIAL” CITY OF BUNNELL; LOCATED ON THE SOUTH SIDE OF EAST MOODY BOULEVARD (STATE HIGHWAY 100 E) AND APPROXIMATELY 350 FEET EAST OF COMMERCE PARKWAY WITHIN THE CITY OF BUNNELL PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Oare Warehouse LLC, the owners of certain real property, whose land totals approximately 26.57± acres in size located on the south side of Moody Blvd. East, east of Commerce Parkway and is assigned Tax Parcel Identification Number(s) 12-12-30-0650-000SC0-0041 & 12-12-30-0650-000SC0-0042 by the Property Appraiser of Flagler County; and

WHEREAS, the Oare Warehouse LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Bunnell to have the southern 23.79± acres of the subject property rezoned to the City of Bunnell “R3-B” “Multiple Family Residential” classification; and

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

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on July 7, 2022 and reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

Section 1. Legislative Findings and Intent.

a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The portion of the subject property, which is to be rezoned is about 23.79 +/- acres in size, is located on the south side of Moody Boulevard East, and approximately 350 feet east of Commerce Parkway.

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in the map attached to this Ordinance, the southernmost 23.79± acres of the property which totals approximately 26.57± acres in size, shall be rezoned to the City of Bunnell, “R-3B” “Multiple-family residential” zoning classification; and

LEGAL DESCRIPTION: A portion of Section 12, Township 12 South, Range 30 East, Flagler County, Florida, more particularly described as follows:

As a point of Commencement, begin at the intersection of the West line of Section 12 with the South R/W line of S.R. 100, a 200 ft. right of way now laid out; thence N 88 degrees 55'37"E along said South R/W line, a distance of 425.00 feet to the Point of Beginning of this Parcel.

Thence depart the South R/W line of SR 100, S 00 Degrees 10'21"W and parallel to the West line of Section 12, a distance of 1337.35 ft., more or less, to the South line of The NW 1/4 of the SW 1/4 of Section 12; thence easterly along the Southerly line of the NW 1/4 of the SW 1/4 of Section 12, a distance of 488.70 feet; thence N 00 degrees 10' 21"E and parallel to the Westerly line

of Section 12, a distance of 1337.35 feet, more or less, to the South R/W line of SR 100; thence S 88 degrees 55' 37" W along the South R/W line of SR 100, a distance of 488.70 feet, more or less, to the Point of Beginning of this description .

TAX PARCEL IDENTIFICATION NUMBER : 12-12-30-0650-000C0-0041

Address: 2904 MOODY BLVD E

AND

LEGAL DESCRIPTION: A portion of Section 12, Township 12 South, Range 30 East, Flagler County, Florida, more particularly described as follows: As a point of reference, commence at the intersection of the West line of Section 12 with the South R/W line of S.R. 100, a 200 ft. right of way as now laid out; thence N 88 degrees 55'37"E along said South R/W line, a distance of 1260.31 feet, more or less, to a point on the South R/W line of SR 100, which intersects with the northerly extension of the East line of Tract 4, Block C, Bunnell Development Company Subdivision, which is the Point of Beginning of this Parcel.

Thence S 88 degrees 55'37" West along the South R/W line of SR 100 a distance of 346 feet, more or less, to a point which is 913.70 feet East (as measured along the South R/W lone of SRI 00) of the west line of Section 12 ; thence depart the South R/W line of SR I 00, S 00 degrees 10'21"W and parallel to the West line of Section 12, a distance of 1337.35 ft., more or less, to the South line of The NW 1/4 of the SW 1/4 of Section 12; thence easterly along the Southerly line of the NW 1/4 of the SW 1/4 of Section 12, a distance of 379 feet, more or less to the East line of Tract 4, Block C, Bunnell Development Company Subdivision; thence Northerly along the East line of Tract 4, Block C, Bunnell Development Company Subdivision, and the northerly extension of the East line of Tract 4, Block C, Bunnell Development Company Subdivision a distance of 1337.35 feet, more or less to the South R/W line of SR 100, to the Point of Beginning of this description.

TAX PARCEL IDENTIFICATION NUMBER : 12-12-30-0650-000C0-0042

Address: n/a

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2022-22.

First Reading: approved on this 22nd day of August 2022.

Second Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

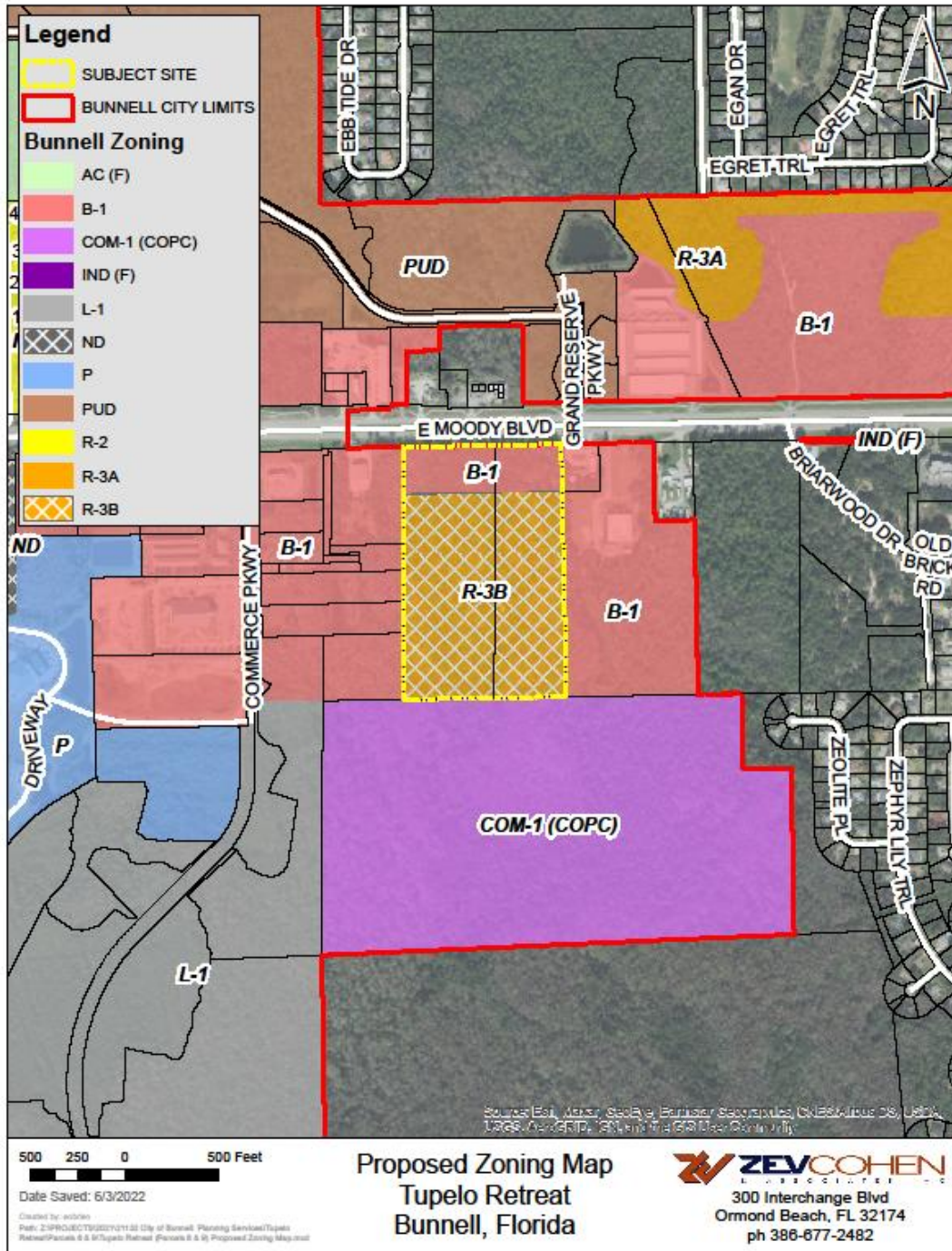
Attest:

Kristen Bates, City Clerk, CMC



Seal:

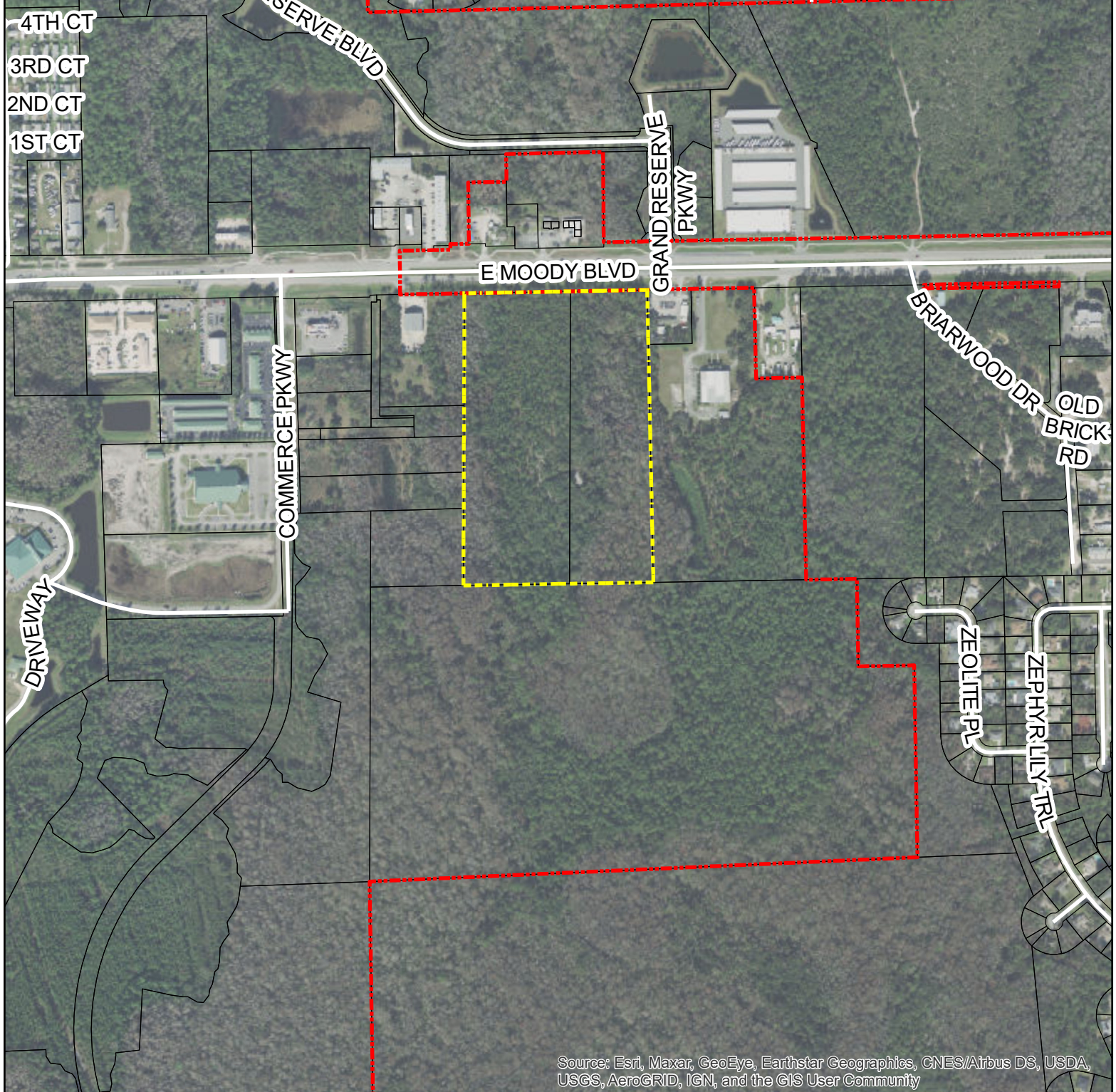
Exhibit "A"

Location Map

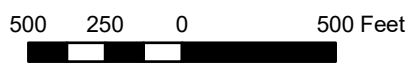


Legend

-  SUBJECT SITE
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS
-  STREETS



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



Date Saved: 6/2/2022

Created by: eobrien
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcels 8 & 9\Tupelo Retreat (Parcels 8 & 9) Aerial Location Map.mxd

**Aerial Map
 Tupelo Retreat
 Bunnell, Florida**



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



City of Bunnell, Florida

Agenda Item No. E.7.

Document Date: 7/20/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-24 Requesting to change the Future Land Use Map in the Comprehensive Plan for 74.98+ acres of land, owned by Oare Associates, LLC ,from the Mixed Use to the Multi-Family District" future land use designation. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2022-24 Tupelo Parcel 10 Proposed FLUM	Cover Memo
Tupelo Parcel 10 Location Map	Location Map(s)
Support Document - Tupelo Parcel 10 Large Scale Comp Plan Amendment	Report

Summary/Highlights:

The applicant is requesting a large scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 74.98± acre property from the "Mixed Use" to the Multi-Family Designation".

There is a companion rezoning request to amend the official zoning map to change the zoning on the property from the the City of Palm Coast "Commercial-Low Density District" to the City of Bunnell "R-3B, Multiple-Family Residential District".

The Planning, Zoning and Appeals Board heard this request at their July 7, 2022 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

In accordance with Florida Statutes, this item was advertised in the August 12, 2022 edition of the Daytona Beach News-Journal.

Because this is a large scale future land use map amendment the proposed amendment and supporting material must be transmitted to the Department of Economic Opportunity for state's review after first reading. Second cannot be scheduled until after the City has received comments from the state review agencies.

Background:

The applicant, Charlie Faulkner with Faulkner & Associates, is the representative for the subject property owned by Oare Associates, LLC.

The subject property is approximately 74.98 ± acres, located south of East Moody Boulevard (State Highway 100 E), west of Briarwood Drive and east of Commerce Park. The applicant plans to construct a multi-family development on the property.

"Mixed Use" is the existing future land use classification on the property. The Mixed Use designation allows a maximum of up to 12 dwelling units per acre with an FAR of 0.20. The residential maximum is 70% of the developed area.

Under the proposed FLUM designation of "Multi-Family" a maximum density of 20 dwelling units per acre is allowed. The location of the subject along a major thoroughfare makes it an appropriate setting for the higher density.

Site specific concurrency requirements will be determined and addressed as part of the development approval process.

Staff Recommendation:

Approve Ordinance 2022-24 Requesting to change the Future Land Use Map in the Comprehensive Plan for 74.98+ acres of land, owned by Oare Associates, LLC, from the Mixed Use to the Multi-Family District" future land use designation. - First Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:**City Manager Review/Recommendation:**

Approved.

ORDINANCE 2022-24

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 74.98± ACRES, OWNED BY OARE ASSOCIATES, LLC, BEARING PARCEL ID: 12-12-30-0650-000C0-0070 LOCATED APPROXIMATELY 1,335 FEET SOUTH OF EAST MOODY BOULEVARD AND APPROXIMATELY 350 FEET EAST OF COMMERCE PARKWAY WITHIN THE BUNNELL CITY LIMITS FROM “MIXED USE” TO “MULTI-FAMILY”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Numbers 12-12-30-0650-000C0-0070 located in the City of Bunnell; and

WHEREAS, the owner of the property, Oare Associates, LLC, has requested this large scale future land use change to the City of Bunnell’s Future Land Use Map; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on July 7, 2022 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

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

Section 1. Legislative Findings and Intent.

a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell 2035 *Comprehensive Plan* pertaining to the subject property.

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

(c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell 2035 *Comprehensive Plan*.

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

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the City of Bunnell 2035 *Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Multi-family" land use designation to the real property which is the subject of this Ordinance as set forth herein.

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

LEGAL DESCRIPTION: 74.98 ACRES BUNNELL DEV CO SUBD BLOCK C TRACTS 7-8-9-10-11-12 BLOCK D TRACTS 1-2-6-7-8-9-10-11 & THAT PART OF SE1/4 NOT SUBD (EXCEPT PART SUBD) EXCEPT OR BOOK 113 PAGE 462 OR 553 PG 1539 OR 950/1943 OR 1034/657 2320/1675-DEANNEX ORD 2018-27 OR 2340/1201-A

ADDRESS: N/A

TAX PARCEL IDENTIFICATION NUMBER: 12-12-30-0650-000C0-0070

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the 2035 *Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell 2035 *Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The large-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the large-scale amendment is in compliance with controlling State law.

First Reading: approved on this 22nd day of August 2022.

Second Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, City Clerk, CMC

Seal:

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

To: City Commission

From: Mark Karet, Community Development

Subject: Large Scale Comprehensive Plan Amendment

Parcel: 12-12-30-0650-000C0-0070 (Oare "Parcel 10")

Project Name: Tupelo (Phase 2) Multi-Family

Owner/Applicant: Oare Associates LLC.

Request:

The applicant is requesting a large scale Future Land Use Map (FLUM) amendment from the "Mixed Use " to "Multi-family Residential" future land use designation for a +/- 75 acre property.

Location:

The property is located approximately 1,335 feet south of East Moody Blvd and approximately 350 feet east of Commerce Parkway. It is directly south of the property known as the Oare's "Parcel's 8 & 9". Those parcels are addressed as 2904 Moody Blvd. East.

Existing Use:

The subject property is undeveloped, vacant and heavily wooded.

Existing Future Land Use Designation & Zoning Classification:

The property was annexed into the City of Bunnell in 2018 as part of Ordinance 2018-27. The existing future land use classification for this property is "Residential Mixed Use" which allows maximum of up to 12 dwelling units per acre with an FAR of 0.20. The residential maximum is 70% of the developed area. The property was formerly part of the City of Palm Coast and the current zoning is Palm Coast Neighborhood Commercial (COM-1).

Proposed Future Land Use Designation & Zoning Classification:

The proposed FLUM designation is “Multi-family Residential” Future Land Use (City of Bunnell) for the subject site. This category permits a maximum density of up to 20 dwelling units per acre, and a minimum density of 8 dwelling units per acre.

The proposed zoning is R-3B City of Bunnell. This proposed zoning change is planned for portions of Parcels 8 & 9 as well. R-3B Multiple-family residential district is a residential district intended to provide for high density unified multifamily residential development.

Surrounding Characteristics

These are the existing land uses, FLU designations and zoning that exist in the vicinity of the subject property:

North: Commercial FLUM and Commercial Zoning, (B-1) City of Bunnell.

South: Conservation, City of Palm Coast, MPD (COPC)

East: Mixed Use (COPC), COM-1 (COPC)

West: Industrial (City of Bunnell), Light Industrial (LI) & Public (P), City of Bunnell.

Access:

The properties primary access will be via East Moody Blvd to the north through properties known as Oare’s “Parcels 8 & 9” which are just north of the subject parcel. A secondary access is planned to Commerce Parkway.

Soils:

A review of the soil types present was conducted to characterize the existing conditions on the subject property. The soil review used soils surveys conducted by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). The following are found onsite:

8 – Hicoria, Riviera, and Gator Soils, depressional – This is a very deep, nearly level, very poorly drained soil that occurs in flatwoods. Typically, the surface layer is 20 inches thick with very clack mucky fine sand. In most years, undrained areas of this mapping unit are ponded with as much as 24 inches of water. Organic matter content is high.

11 – Myakka Fine Sand – This is a very deep, nearly level, poorly drained soil that occurs in broad flatwood areas. Typically, the surface layer is black fine sand about 6 inches thick. The seasonal high water table is at a depth of 6 to 18 inches during the wet season. Permeability is moderately slow and available water capacity is very low.

40 – Pomona Fine Sand – This is a very deep, poorly drained, nearly level soil in broad flatwood areas. Typically, the surface layer is black fine sand 4 inches thick. The seasonal high water table is at a depth of 6 to 18 inches during the wet season and extends to more than 40 inches during dry periods. Available water capacity is low and permeability is moderate to moderately slow.

Flood Zone:

Per the National Flood Insurance Program's (NFIP) Flood Insurance Rate Map Panel 12035C-402 and 12035C-620 (2017) a portion of the eastern and a portion of the western boundary of the subject site is located in Flood Zone A, which is subject to inundation by the 1% Annual Chance Flood Event.

Land Use and Vegetative Community

The subject property was assessed remotely using the St. Johns River Water Management District's habitat mapping database. There is the potential for pine flatwoods uplands and forested wetlands. Land use of the subject property was classified according to the Florida Department of Transportation (FDOT) (1999) *Florida Land Use, Cover and Forms Classification System* (FLUCFCS). The land use and vegetative communities observed on the subject property are described in detail below.

411 – Pine Flatwoods – There may be uplands onsite consistent with the pine flatwoods designation dominated by slash pine, longleaf pine, or pond pine. The common flatwoods understory species include saw palmetto, wax myrtle, gallberry, and a wide variety of herbs and brush.

621 – Cypress Wetland– There is the potential for wetlands onsite that are dominated by pond or bald cypress. Other trees such as swamp tupelo, black titi, slash pine, red maple, American elm, water hickory, sweet gum, laurel oak, and sweet bay may also be observed.

Wetlands and Other Surface Water

A database search of readily available data was used to determine the potential for wetlands and surface waters on the site. Databases such as the National Wetland Inventory (NWI) and the SJRMWD Habitat Mapping database were used. These maps were used to estimate the potential presence of wetlands and surface waters on the subject site. Their boundaries were not field delineated in accordance with Chapter 62-340 F.A.C. and the 1987 *Corps of Engineers Wetlands Delineation Manual*. According to the NWI, a total of 42.5 acres of wetlands may exist onsite. However, their limits have not been field verified nor delineated.

Protected Species

A background literature search was also conducted to compile a list of state and federally protected animal and plant species that could occur on-site. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission’s (FWC) *Florida’s Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service’s (USFWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry’s (DPI) *Notes on Florida’s Endangered and Threatened Plants*. Additional information was gathered from the Florida Natural Areas Inventory (FNAI) *Field Guides to the Rare Animals/Plants of Florida*, and the Florida Committee on Rare and Endangered Plants and Animals (FCREPA) *Rare and Endangered Biota of Florida Series: Volumes 1-5, ZCA’s Protected Species Database*, including the *Florida Scrub-Jay Database* (a Zev Cohen proprietary database comprised of data acquired from several agencies, direct observations, and scientific journals), and the Audubon’s Florida EagleWatch Locator web site. USFWS Information for Planning and Consultation (IPAC)’s listed species has provided a list of species that are potentially affected by the activities in this location.

Protected Wildlife Species

The state and federally protected animal species with the potential to occur on the project site are listed below. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Federally & Florida state protected wildlife species with the potential to occur on the subject property in Flagler County, Florida				
Species Name	Common Name	FWC/USFWS	Likelihood of Occurrence	Habitat
<i>Amphelocoma coerulescens</i>	Florida scrub jay	FT	Low	Scrub, Xeric
<i>Antigone Canadensis pratensis</i>	Florida sandhill crane	ST	Low	Open wetlands, prairies
<i>Calidris canutus rufa</i>	Red knot	FT	Low	Migratory use of coastal waterways
<i>Drymarchon corais couperi</i>	Eastern indigo snake	ST	Low	Wide variety of habitats
<i>Egretta caerulea</i>	Little blue heron	ST	Low	Shallow water bodies in FL
<i>Egretta tricolor</i>	Tricolored heron	ST	Low	Coastal ponds, marshes, swamps

Egretta rufescens	Reddish egret	ST	Low	Coastal ponds, marshes, swamps
Falco sparverius paulus	Southeastern American kestrel	ST	Low	Open habitat with scattered trees
Gopherus Polyphemus	Gopher Tortoise (1)	ST	Moderate	Sandhills, scrub, flatwoods
Haliaeetus leucocephalus	Bald Eagle	BE	Low	Common adjacent to water
Laterallus jamaicensis	Eastern Black Rail	FPT	Low	Salt, brackish, and fresh wetlands
Mycteria Americana	Wood stork	FT	Low	Shallow open waters
Picoides borealis	Red-cockaded woodpecker	FE	Low	Mature forests with regular burn
Pituophis melanoleucus	Florida Pine Snake	ST	Moderate	Upland areas adjacent to wetlands
Platalea ajaja	Roseate Spoonbill	ST	Low	Coastal ponds, marshes, swamps
FE=Federally Endangered; FT=Federally threatened; FPT=Federally Proposed Threatened; BE=Bald and Golden Eagle Protection Act; ST=State Threatened; SSC= Species of Special Concern				
(1) A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an Authorized Gopher Tortoise Agent. Associated permitting with FWC will be required.				

Consistency Analysis:

The proposed amendment to the Future Land Use Map is consistent with the goals, objective and policies contained in the City of Bunnell Comprehensive Plan.

1. Overall Goal: Ensure that the character, density, intensity and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical, economic environment that enhances the quality of life for all residents of the City of Bunnell.
2. FLU Policy 8.5: Multifamily shall accommodate a maximum density of 20 dwelling units per acre, with a minimum density of 8 dwelling units per acre. Permitted housing types include single family attached, single family detached. Other appropriate housing types include modular, manufactured, homes, public and institutional uses and PUD development, along with conservation.
3. FLU OBJECTIVE 2.1: The City shall coordinate future land uses with the availability of facilities and services.

4. FLU OBJECTIVE 2.2: Through the concurrency management process and the land use plan the use of existing facilities shall be maximized and urban sprawl shall be discouraged.
5. FLU Policy 2.2.1: The City's land use plan shall prioritize infill, redevelopment and mixed use developments, as well as compact and contiguous development within the existing urban area.
6. FLU Objective 5.1: The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximizes efficiency.
7. FLU Policy 5.1.2: The City shall encourage infill through the use of higher density and intensity land use designations and mixed use designations in appropriate locations.
8. FLU Policy 6.1.8: The implementation of the future land use plan by the City through the City's Comprehensive Map Series and subsequent Land Development Code intends to discourage urban sprawl and encourage efficient, viable and sustainable land use pattern within the City of Bunnell.

This Future Land Use Element goal is supportive of the request to amend the Future Land Use Map for the subject property because it is consistent with the desired character the trends and mix of uses in this growing area. This future land use change will allow an undeveloped property to cohesively develop into an integrated multifamily project with access to Moody Blvd. East.

Concurrency Analysis:

The following calculations summarize approximate conditions for the jurisdiction analyzed. To determine the impact assessment, staff utilized the adopted future land use theoretical maximum development potential to determine the existing impacts. Therefore, the impacts discussed in this **assessment do not reflect the actual density or intensity of development that the subject property will yield or that the applicant is actually proposing.** Physical constraints and regulatory requirements will reduce the actual yield that can be achieved on the subject property.

Dwelling Units (Density):

Existing: 788 units (15 units per acre over 70% of acreage)

Proposed: 1,500 units (20 units per acre)

Density Net Change: 712 units

LSCPA - Tupelo (Phase 2) Oare Associates, LLC.

Population - Existing: 1,970 persons
Population - Proposed: 3,750 persons
Net Change: 1780 persons

* 2.5 persons per household –ACS 2020 5-year

Potable Water:

Existing: 236,400 GPCD @ 120 GPCD (gallons/capita/day)
Proposed: 450,000 GPCD @ 120 GPCD (gallons/capita/day)
Net Change: 213,600 gal/day
Facility Capacity: 1 MGD
Avg. Daily Usage: 0.30 MGD
Capacity Available: Yes

Waste Water:

Existing: 201,531 @ 102.3 GPCD (gallons/capita/day)
Proposed: 383,625 @ 102.3 GPCD (gallons/capita/day)
Net Change: 182,094 gal/day
Facility Capacity: .600 MGD (plant expansion to 1.2 MGD expected completion 5/2024)
Avg. Daily Usage: 0.39 MGD
Capacity Available: Yes

Solid Waste:

Existing: 18,321 lbs/day (9.3 per capita/day)
Proposed: 34,875 lbs/day (9.3 lbs/capita/day)
Net Change: 16,554 lbs./day
Facility Capacity: The City has long-term contractual arrangements with Environmental Land Services to transport and manage its solid waste.
Capacity Available: Yes

Traffic/Daily Trips:

Existing Generation: 3,467 @ 4.4 AADT/ unit
315 PM Peak @ 0.4 trips/unit (Code 220 10th Edition ITE)
Proposed: 6,600 @ 4.4 AADT/ unit
600 PM Peak @ .4 trips/unit (Code 220 10th Edition ITE)
Net Change: + 3,133 AADT/+ 285 PM Peak
Facility Capacity: 20,200 AADT/42,000 capacity
Capacity Available: Yes

Summary

Multifamily Residential FLUM is consistent with the City of Bunnell’s Comprehensive Plan in that the project site is in a location with infrastructure and access. This project will diversify

LSCPA - Tupelo (Phase 2) Oare Associates, LLC.

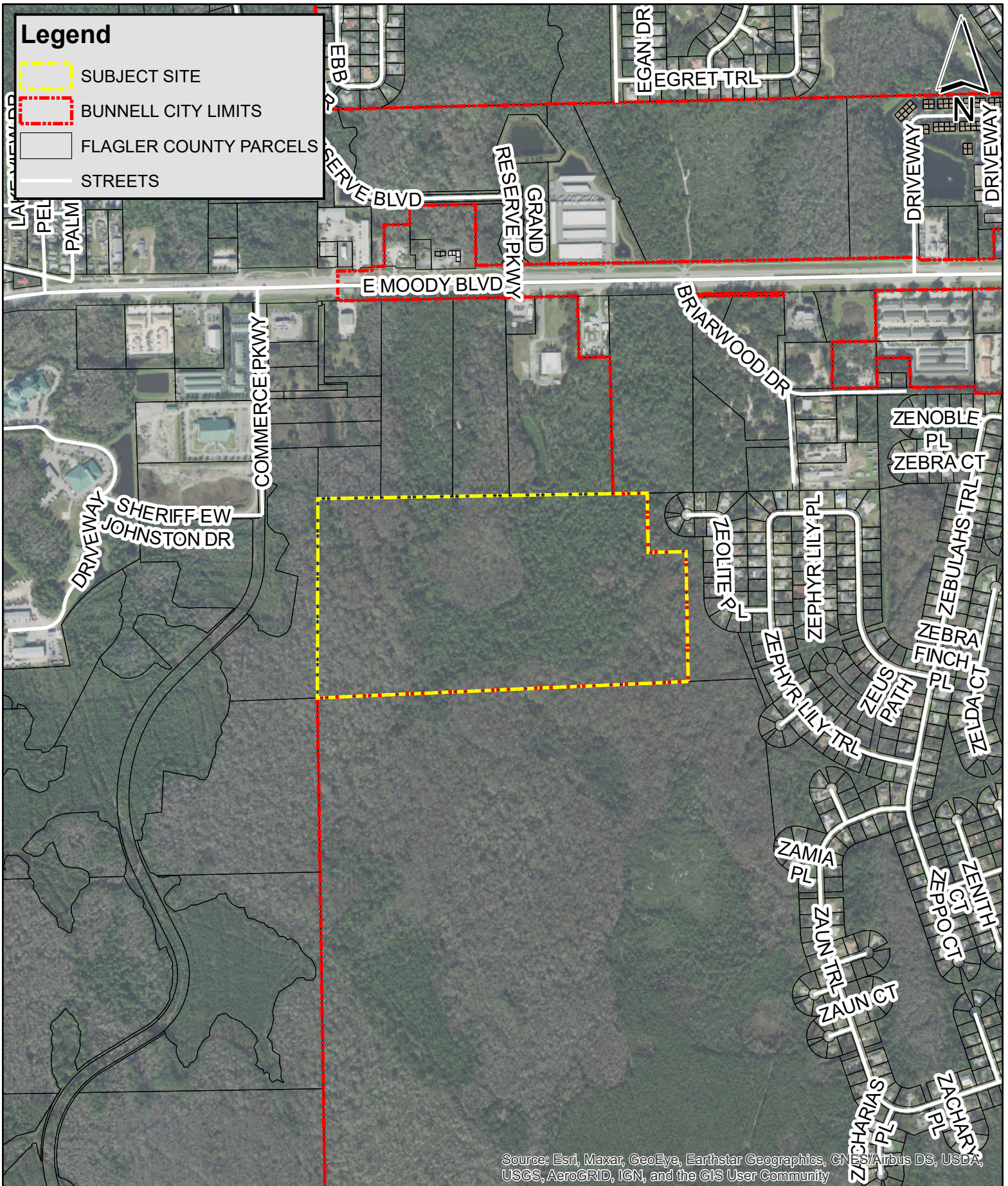
housing options and opportunities in the City and vicinity and promote the efficient use of City infrastructure and service.

Recommendation:

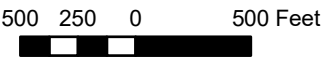
Based on the findings outlined above it is recommended that the City Commission approve the proposed large-scale future land use map amendment.

Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS
- FLAGLER COUNTY PARCELS
- STREETS



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



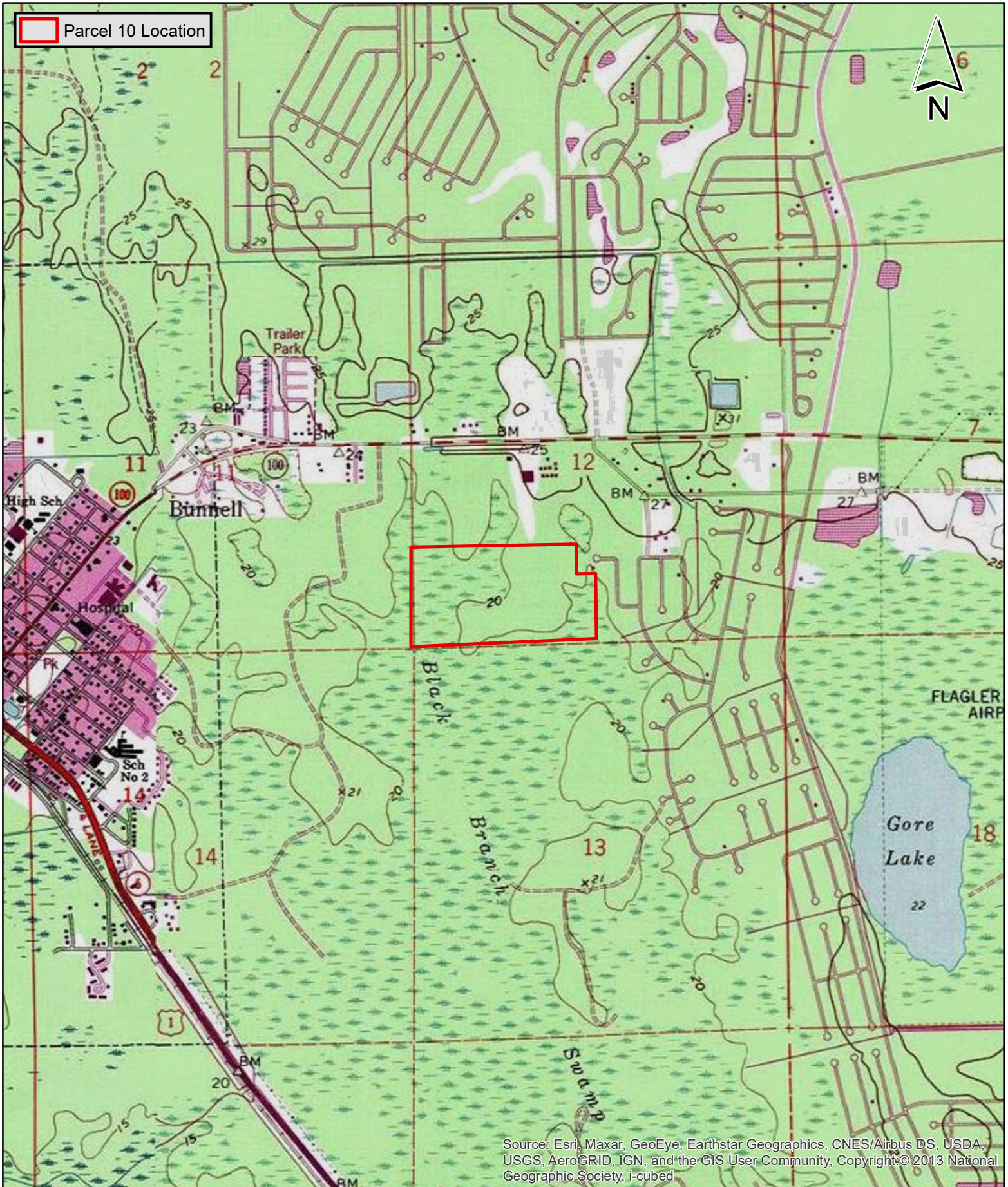
Date Saved: 6/2/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Aerial Location Map.mxd

**Aerial Map
Tupelo Retreat
Bunnell, Florida**

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

Parcel 10 Location



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Copyright © 2013 National Geographic Society, i-cubed

Info:

Date Saved: 6/23/2022 Created by: ghayworth
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo
Retreat\Parcel 10\Quad Map.mxd

1,750 875 0 1,750 Feet

USGS Quadrangle Map Tupelo Retreat Flagler County, Florida



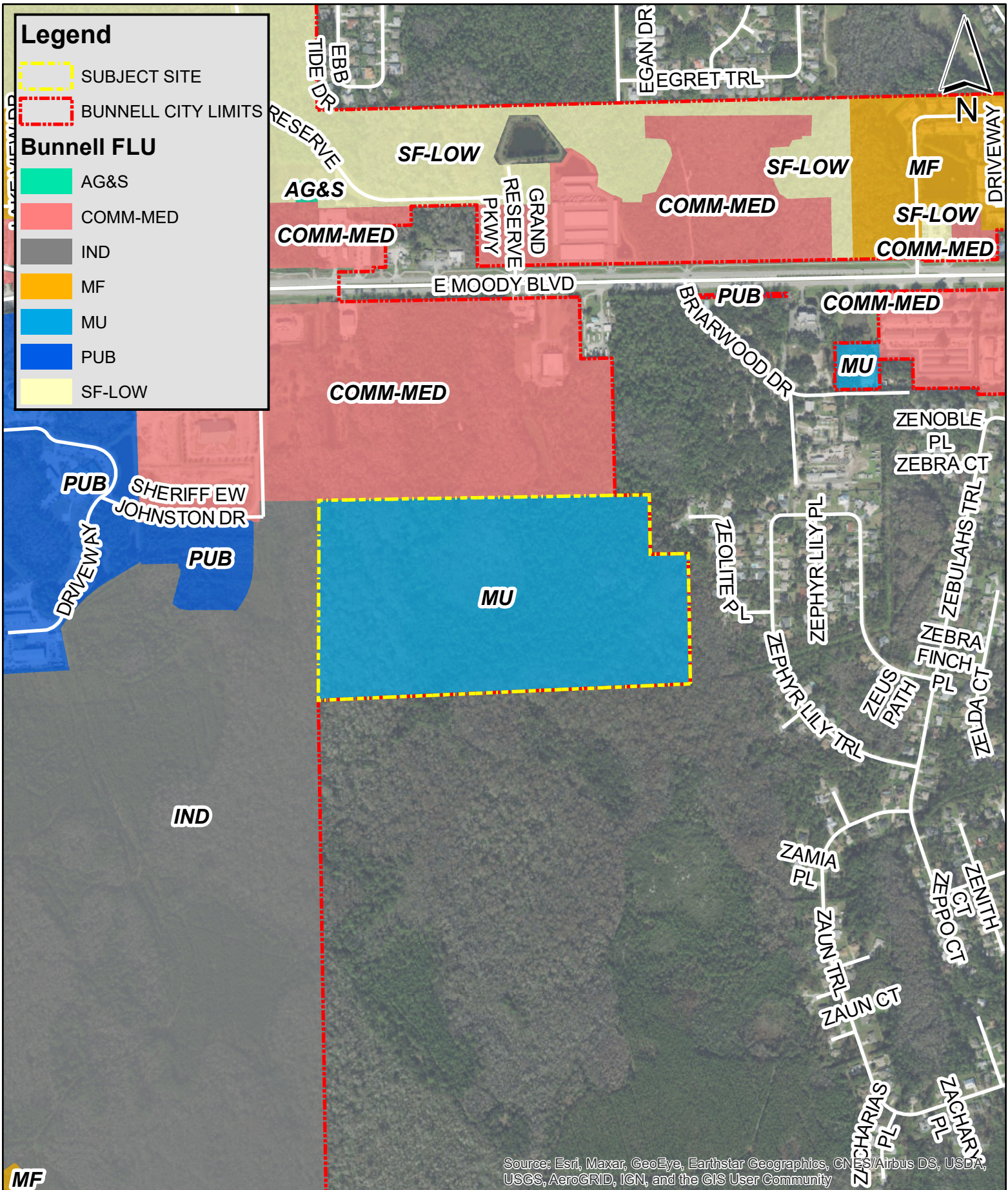
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS

Bunnell FLU

- AG&S
- COMM-MED
- IND
- MF
- MU
- PUB
- SF-LOW



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

500 250 0 500 Feet

Date Saved: 6/2/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Existing FLU Map.mxd

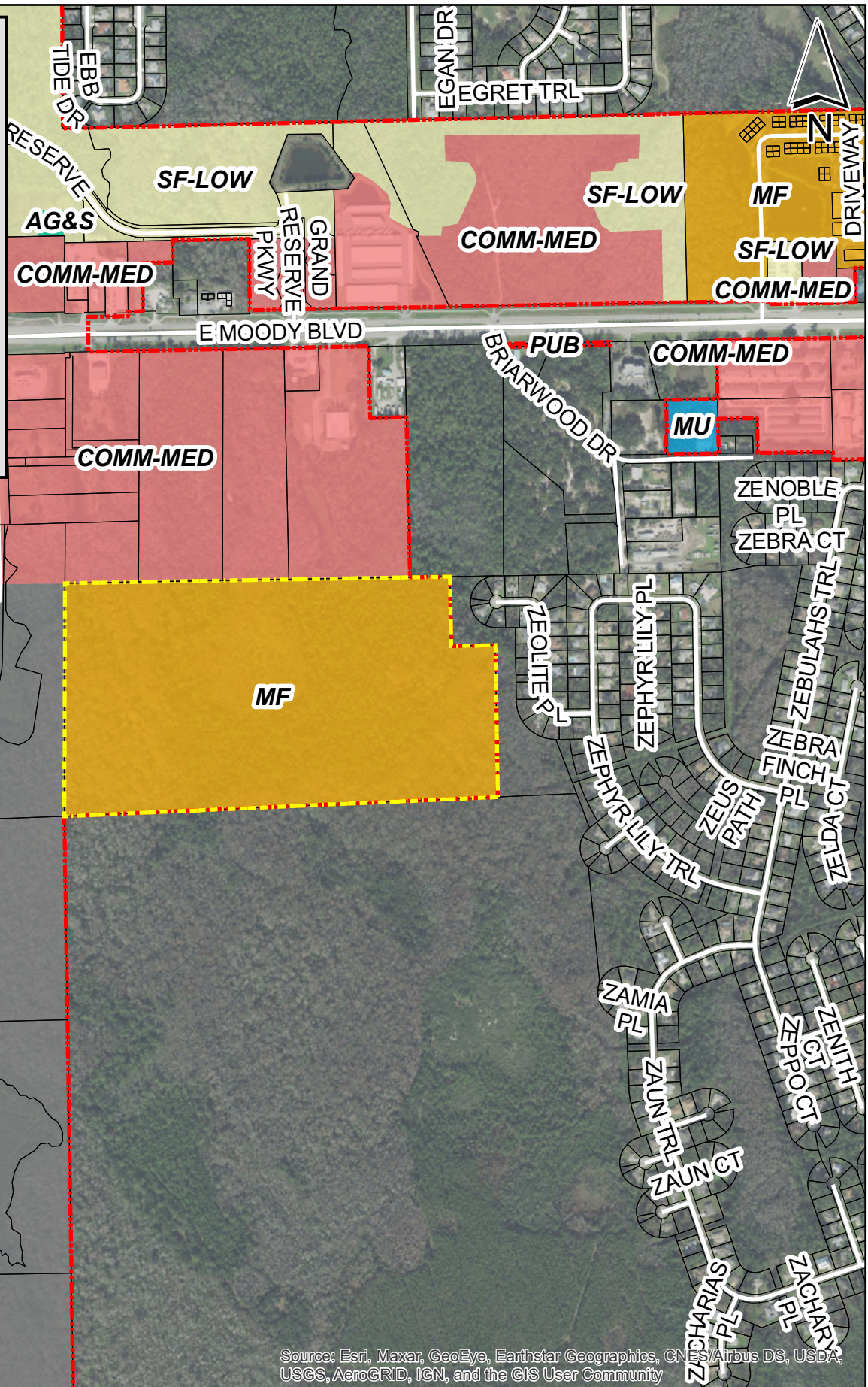
Existing FLU Map Tupelo Retreat Bunnell, Florida



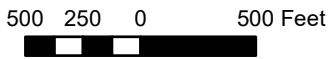
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS
- Bunnell FLU**
- AG&S
- COMM-MED
- IND
- MF
- MU
- PUB
- SF-LOW



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



Date Saved: 6/2/2022

Created by: eobrien
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Proposed FLU Map.mxd

Proposed FLU Map Tupelo Retreat Bunnell, Florida



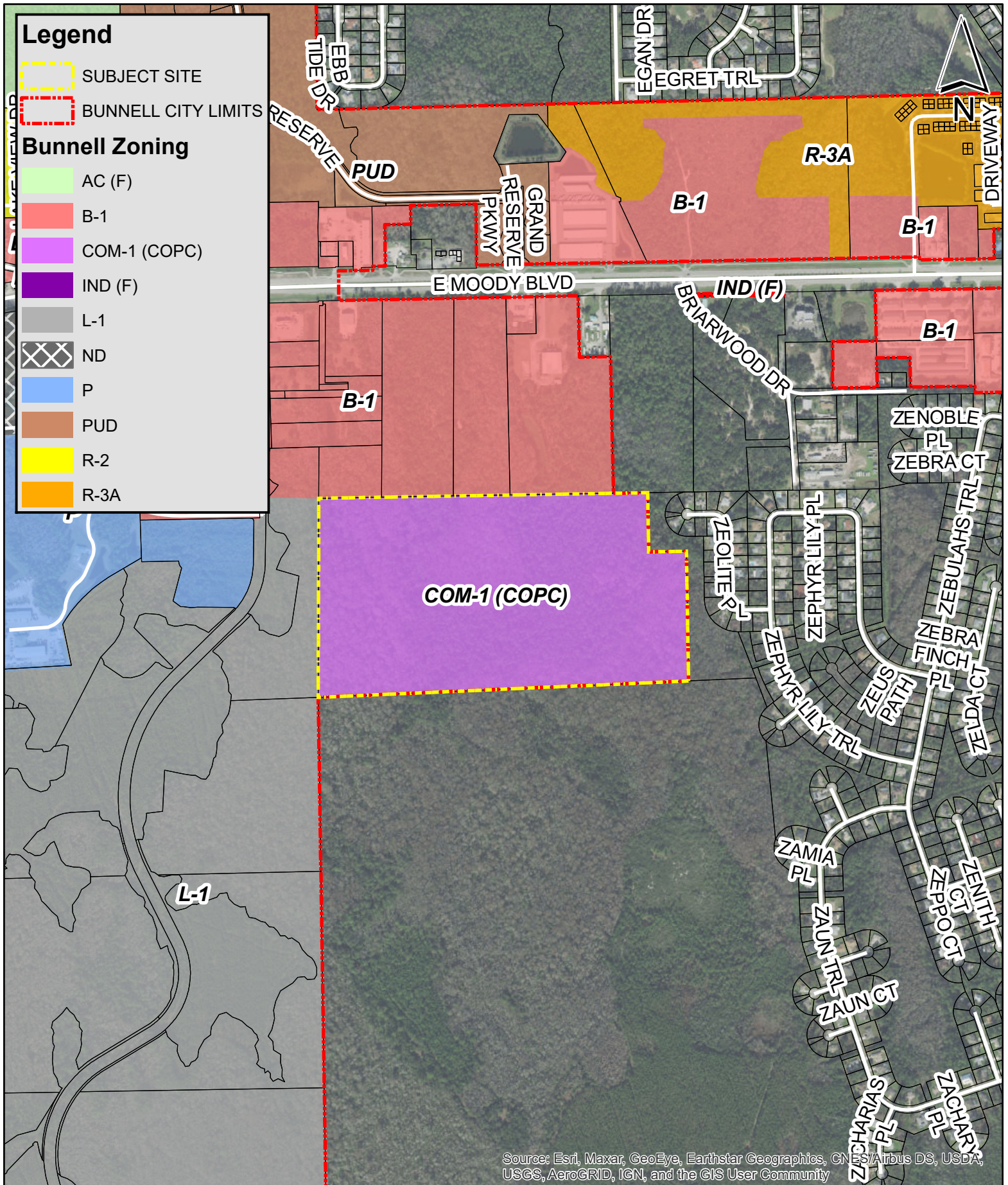
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS

Bunnell Zoning

- AC (F)
- B-1
- COM-1 (COPC)
- IND (F)
- L-1
- ND
- P
- PUD
- R-2
- R-3A



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

500 250 0 500 Feet



Date Saved: 6/2/2022

Created by: eobrien

Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Existing Zoning Map.mxd

Existing Zoning Map Tupelo Retreat Bunnell, Florida



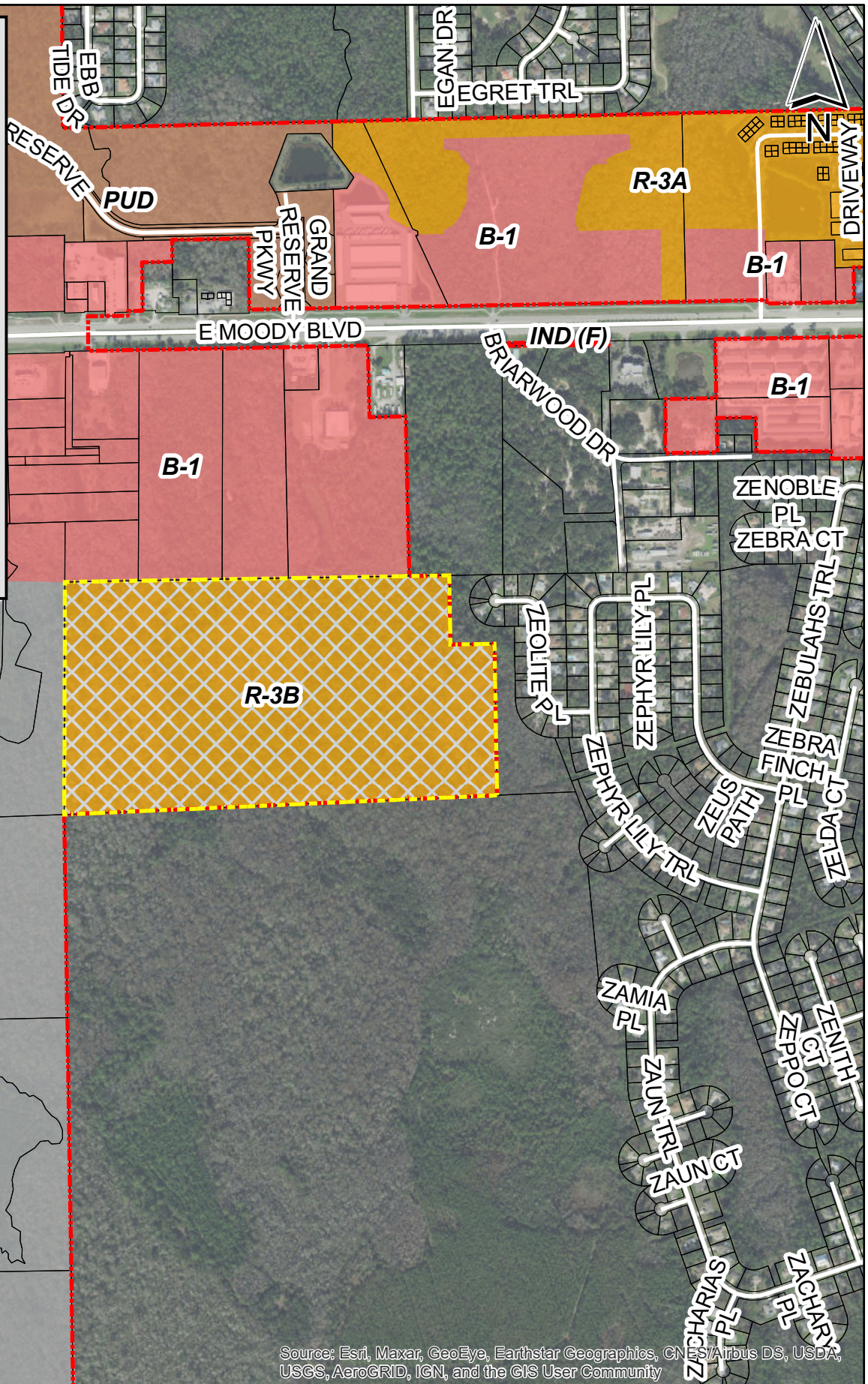
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS

Bunnell Zoning

- AC (F)
- B-1
- IND (F)
- L-1
- ND
- P
- PUD
- R-2
- R-3A
- R-3B



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

500 250 0 500 Feet



Date Saved: 6/2/2022

Created by: eobrien

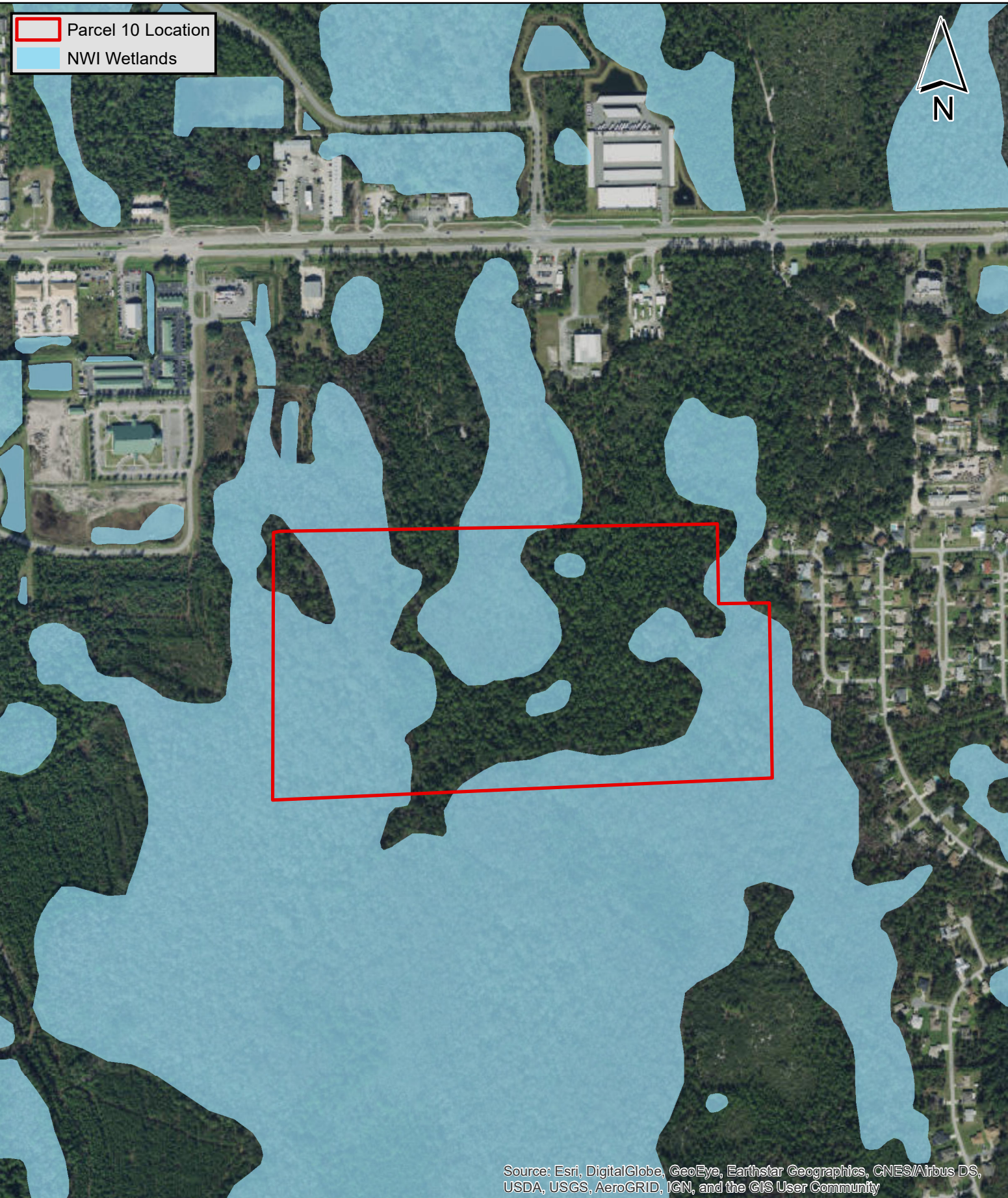
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Proposed Zoning Map.mxd

Proposed Zoning Map Tupelo Retreat Bunnell, Florida



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

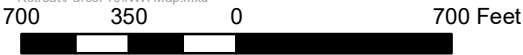
Parcel 10 Location
 NWI Wetlands



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

NWI = National Wetland Inventory

Date Saved: 6/23/2022 Created by: mtatum
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo
 Retreat\Parcel 10\NWI Map.mxd




NWI Map

Tupelo Retreat









Flagler County, Florida

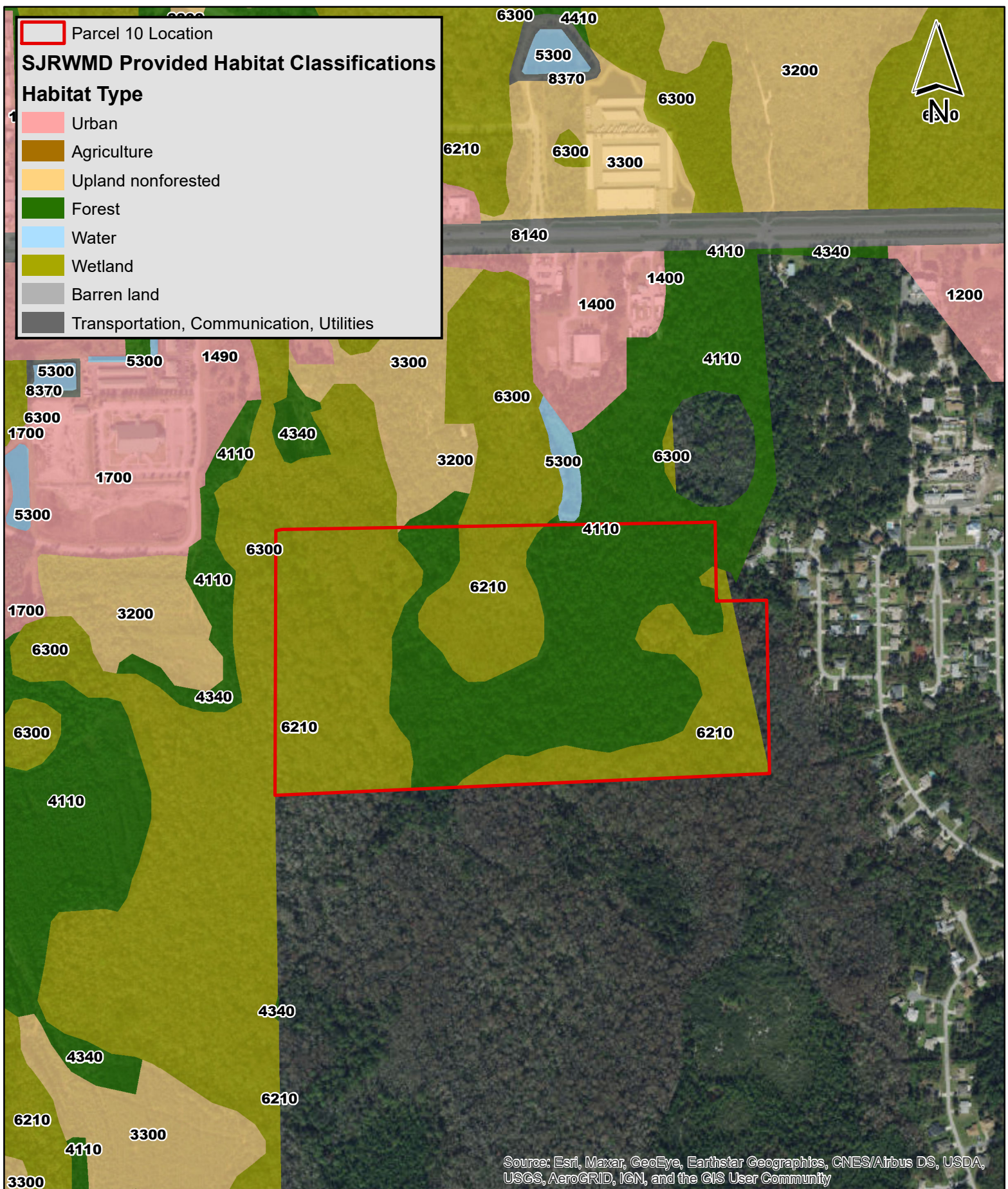
ZEV COHEN
 & ASSOCIATES INC
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482

 Parcel 10 Location

SJRWMD Provided Habitat Classifications

Habitat Type

-  Urban
-  Agriculture
-  Upland nonforested
-  Forest
-  Water
-  Wetland
-  Barren land
-  Transportation, Communication, Utilities



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

Info:
 Date Saved: 6/23/2022 Created by: ghayworth
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\SJRWMD Habitat Map.mxd
 700 350 0 700 Feet

SJRWMD Habitat Map Tupelo Retreat Flagler County, Florida



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

Parcel 10 Location
Soils



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

Info:

Date Saved: 6/23/2022 Created by: ghayworth
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Soils Map.mxd



Soils Map Tupelo Retreat Flagler County, Florida

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



City of Bunnell, Florida

Agenda Item No. E.8.

Document Date: 7/20/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2022-25 Requesting to change the official zoning map for 74.98 +/- acres of land, owned by Oare Associates, LLC, Bearing the Parcel ID: 12-12-30-0650-000C0-0070 from City of Palm Coast COM-1 (COPC) to City of Bunnell R-3B (Multiple-Family Residential). - First Reading
Agenda Section: Ordinances: (Legislative): None

ATTACHMENTS:

Description	Type
Ordinance 2022-25 Tupelo Parcel 10 Proposed Rezoning	Ordinance
Tupelo Parcel 10 Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 74.98 ± acre property from the City of Palm Coast "COM-1 (COPC) District" to City of Bunnell "R-3B, Multi-Family Residential District".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation on the property from "Mixed Use" to "Multi-Family".

Background:

The applicant, Charlie Faulkner with Faulkner & Associates, is the representative for the subject property owned by Oare Associates, LLC.

The subject property is approximately 74.95 ± acres, located south of East Moody Boulevard (State Highway 100 E), west of Briarwood Drive and east of Commerce Parkway. The applicant plans to construct a multi-family development on the property.

The subject property was previously in the City of Palm Coast and was de-annexed by the property owners. The current zoning designation on the subject property is City of Palm Coast "COM-L", Commercial Low Intensity Designation". The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.

The proposed zoning classification is “R-3B, Multi-Family Residential” district. This district provides for higher density residential developments. The R-3B allows up to 20 units per acre. The proposed R-3B zoning is consistent with the proposed FLUM designation. The location of the subject along a major thoroughfare makes it an appropriate setting for the higher density.

Site specific concurrency requirements will be determined and addressed as part of the development approval process.

Staff Recommendation:

Approve Ordinance 2022-25 Requesting to change the official zoning map for 74.98 +/- acres of land, owned by Oare Associates, LLC, Bearing the Parcel ID: 12-12-30-0650-000C0-0070 from City of Palm Coast COM-1 (COPC) to City of Bunnell R-3B (Multiple-Family Residential). - First Reading

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2022-25

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 74.98± ACRES, OWNED BY OARE ASSOCIATES, LLC, BEARING PARCEL ID: 12-12-30-0650-000C0-0070 LOCATED APPROXIMATELY 1,3355± FEET SOUTH OF EAST MOODY BOULEVARD AND APPROXIMATELY 3505± FEET EAST OF COMMERCE PARKWAY WITHIN THE BUNNELL CITY LIMITS FROM CITY OF PALM COAST “COM-1, NEIGHBORHOOD COMMERCIAL” TO “R3-B MULTIPLE FAMILY RESIDENTIAL”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Oare Associates, LLC, the owners of certain real property, which land totals 74.98± acres in size located south of Moody Blvd. East and east of Commerce Parkway and is assigned Tax Parcel Identification Number 12-12-30-0650-000C0-0070 by the Property Appraiser of Flagler County; and

WHEREAS, the Oare Associates, LLC have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “R-3B Multiple-Family Residential district” zoning classification from the existing City of Palm Coast “COM-1 Neighborhood Commercial” zoning classification; and

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

WHEREAS, on July 7th, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject property, which is approximately 74.98± acres in size, is located approximately 1,335± feet south of Moody Blvd. East and approximately 350± feet east of Commerce Parkway

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 74.98± acres in size, shall be rezoned to the City of Bunnell “R-3B Multifamily District” zoning classification from the existing City of Palm Coast “COM-1 Neighborhood Commercial” zoning classification; and

LEGAL DESCRIPTION: 74.98 ACRES BUNNELL DEV CO SUBD BLOCK C TRACTS 7-8-9-10-11-12 BLOCK D TRACTS 1-2-6-7-8-9-10-11 & THAT PART OF SE1/4 NOT SUBD (EXCEPT PART SUBD) EXCEPT OR BOOK 113 PAGE 462 OR 553 PG 1539 OR 950/1943 OR 1034/657 2320/1675-DEANNEX ORD 2018-27 OR 2340/1201-A

ADDRESS: N/A

TAX PARCEL IDENTIFICATION NUMBER : 12-30-0650-000C0-0070

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2022-25.

First Reading: on this 22nd day of August 2022.

Second/Final Reading: adopted on this _____ day of _____ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

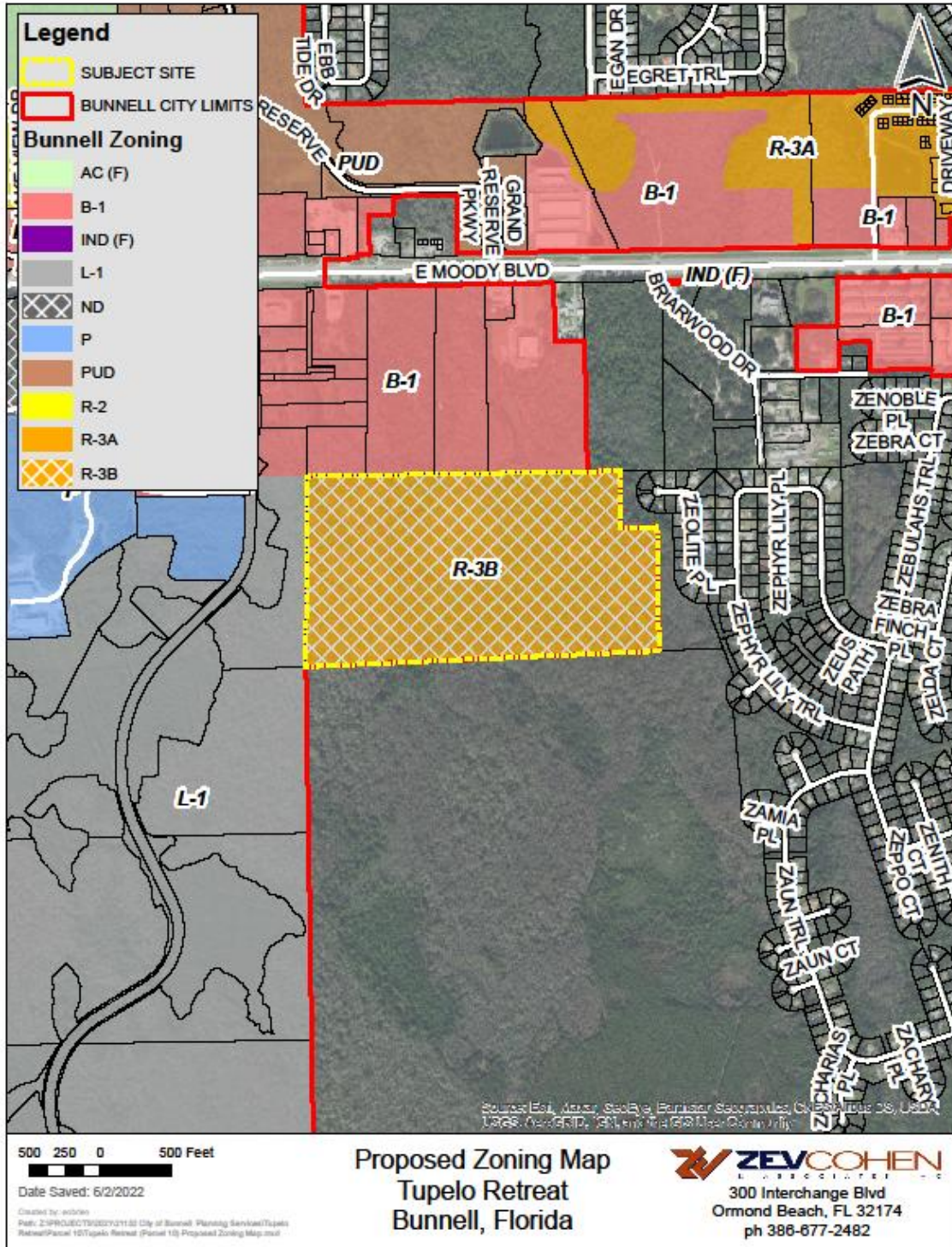
Attest:

Kristen Bates, CMC, City Clerk

Seal:

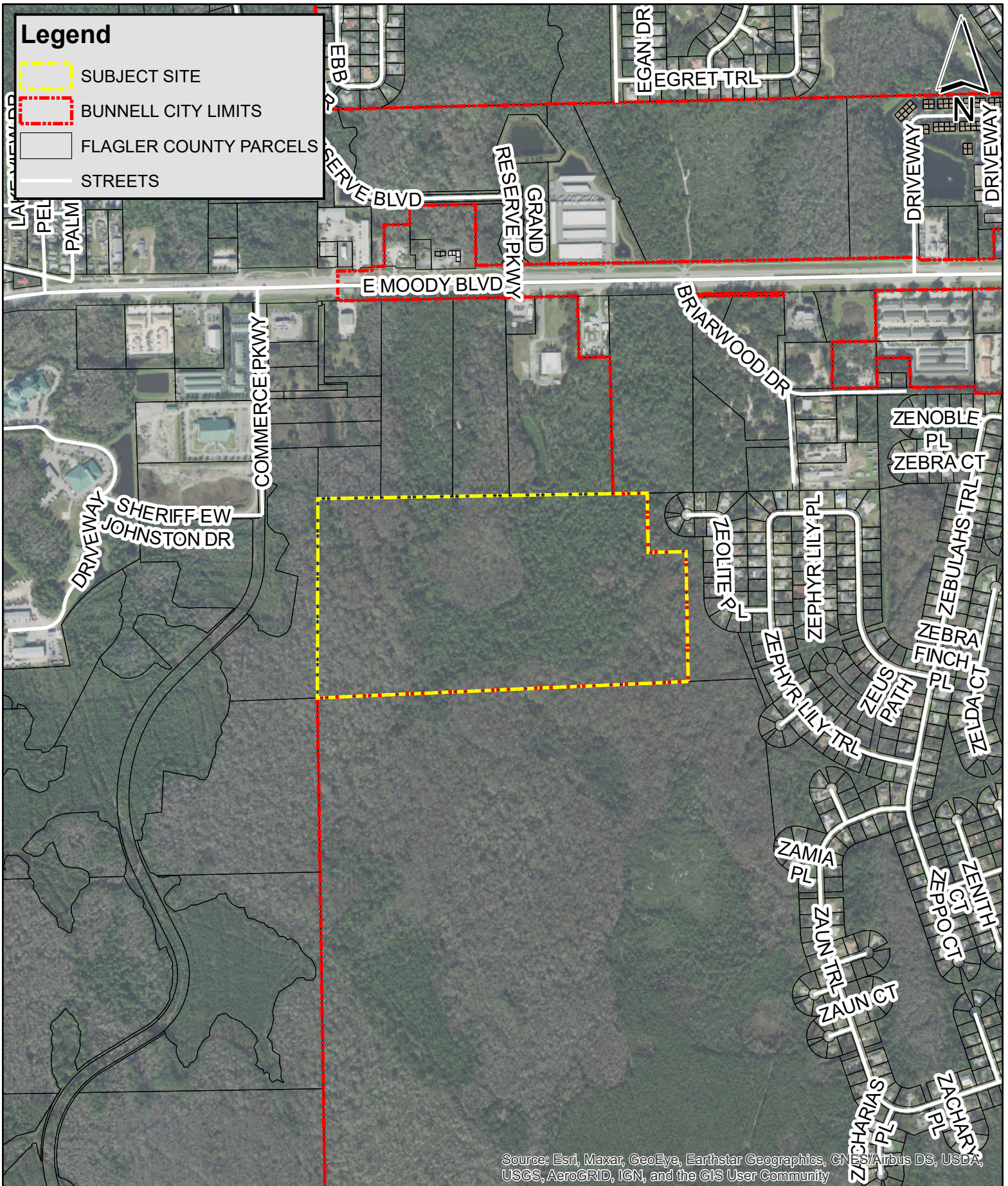
Exhibit "A"

Proposed Rezoning



Legend

- SUBJECT SITE
- BUNNELL CITY LIMITS
- FLAGLER COUNTY PARCELS
- STREETS



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

500 250 0 500 Feet



Date Saved: 6/2/2022

Created by: eobrien

Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tupelo Retreat\Parcel 10\Tupelo Retreat (Parcel 10) Aerial Location Map.mxd

**Aerial Map
Tupelo Retreat
Bunnell, Florida**



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



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 8/8/2022 Amount: \$1,710.00
Department: City Clerk Account #: 001-0562-562-3402
Subject: Request to pay the costs of \$1,710.00 to Flagler Humane Society for the removal and care of animals within the City of Bunnell as a result of an animal cruelty case.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Cost Break Down 1	Exhibit
Cost Break Down 2	Exhibit
Cost Break Down 3	Exhibit

Summary/Highlights:

In accordance with Contract 2021-02, the Flagler Humane Society is requesting the City assist with the costs for the removal and care of animals removed as a result of an animal cruelty case within the City of Bunnell in April 2022.

From Contract 2021-02 (signed January 25, 2021):

5. Extraordinary Circumstances such as Rabies, Impoundment, Confiscated Animals, Animal Cruelty Cases and other Similar Unforeseen Circumstances:

FHS will provide space for the confinement, observation, and care of any animal meeting the extraordinary circumstances identified in this section. When the animal's imminent welfare, safety and life are at risk, cost of care shall not affect the action to be taken by FHS. FHS will immediately notify the City of the need to be on the next available City Commission agenda to obtain approval of a negotiated amount for extraordinary animal care costs that may exceed the flat monthly fee for needed animal control and shelter services. Unless alternative rates are agreed to during the City Commission meeting, costs for these extraordinary circumstances will be charged at a rate of \$90 for the first five (5) days and \$30 per day thereafter per animal. The City reserves the right to seek alternative options for care to reduce costs. The City agrees to provide legal services and representation in animal cruelty and neglect cases. FHS shall not bill any additional costs to the City for assistance with investigation and preparation and litigation of these cases.

Background:

The City of Bunnell has a contract with the Flagler Humane Society for the provision of animal

control services.

On April 21, 2022, five (5) dogs were confiscated from 204 Seventh Street. Law Enforcement contacted the Humane Society while arresting those in the house on drug charges. The animals were in crates in horrific conditions.

This matter was last heard by the City Commission at its June 27, 2022 meeting. At this meeting, the Commission approved a payment of \$8,126.98 for the care of all five animals. Those were the costs as of June 14, 2022 when the first Court Hearing occurred. At that hearing, the case against one of the owners was continued and three of the animals were kept in custody. The Judge issued the order on the three remaining dogs on July 22, 2022.

The total costs for the care of the remaining three dogs is \$3,420.00; however, the Flagler Humane Society has offered to split this cost with the City. As a result, the City would pay \$1,710.00. The reason the cost of the care of the remaining animals was so high was for the treatment of heartworms for one of the dogs and boarding for all three from June 14, 2022 to July 22, 2022.

Staff Recommendation:

Approval of the request to pay the costs of \$1,710.00 to the Flagler Humane Society for the removal and care of animals within the City of Bunnell as a result of an animal cruelty case.

City Attorney Review:

This is based on the contract that we entered into with the Humane Society.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

Flagler Animal Services Vs. Robby Slater
Accumulated Cost

"Lonni"

Confiscation Date: 4-21-22
Intake cost: \$85.00 (4/21/22-4/26/22)
Intake Total: \$85.00

Boarding Cost Per Day: \$30
Days Boarded: 49 days (4/27/22-6/14/22)
Boarding Total: \$1470.00

Vet/Intake Exam-
Heartworm Test: \$35.00
Rabies Vaccine: \$12.99
DHPP Vaccine: (\$12.99 x 2) \$25.98
Bordetella Vaccine: \$15.99
Strongid: \$10.00
Heartgard: (\$12.00each x 2) \$24.00
Nexgard: (\$24.00each x 2) \$48.00
Capstar: \$10.00
Medical Cost: \$181.96
Medical fees Waived: \$181.96
Total Medical Cost Due: \$0.00

Additional Medical-
Fecal: \$15.00
Panacur: \$20.00
Otipak: (\$15.00each x 2) \$30.00
Additional Medical: \$65.00

Grand Total: \$1620.00

Costs are subject to change. The boarding is calculated until 6/14/2022. The Dog's medical cost can/will go up due to continued medical treatment and boarding.

Flagler Animal Services Vs. Qwandreana Laster
Accumulated Cost

"Nova"

Confiscation Date: 4-21-22

Intake cost: \$85.00 (4/21/22-4/26/22)

Intake Total: \$85.00

Boarding Cost Per Day: \$30

Days Boarded: 49 days (4/27/22-6/14/22)

Boarding Total: \$1470.00

Vet/Intake Exam-

Heartworm Test: \$35.00

Rabies Vaccine: \$12.99

DHPP Vaccine: \$12.99

Bordetella Vaccine: \$15.99

Strongid: \$10.00

Advantage Multi Per Month: (\$14.00 x 2 months) \$28.00

Capstar: \$10.00

Medical Cost: \$124.97

Medical fees Waived: \$124.97

Total Medical Cost Due: \$0.00

Grand Total: \$1555.00

Costs are subject to change. The boarding is calculated until 6/14/2022. The Dog's medical cost can/will go up due to continued medical treatment and boarding.

Flagler Animal Services Vs. Twain Slater
Accumulated Cost

"Princess"

Confiscation Date: 4-21-22

Intake cost: \$85.00 (4/21/22-4/26/22)

Intake Total: \$85.00

Boarding Cost Per Day: \$30

Days Boarded: 49 days (4/27/22-6/14/22)

Boarding Total: \$1470.00

Vet/Intake Exam-

Heartworm Test: \$35.00

Rabies Vaccine: \$12.99

DHPP Vaccine: (\$12.99 x 2) \$25.98

Bordetella Vaccine: \$15.99

Strongid: \$10.00

Heartgard: (\$12.00each x 2) \$24.00

Nexgard: (\$24.00each x 2) \$48.00

Capstar: \$10.00

Medical Cost: \$181.96

Medical fees Waived: \$181.96

Total Medical Cost Due: \$0.00

Grand Total: \$1555.00

"Chicken"

Confiscation Date: 4-21-22

Intake cost: \$85.00 (4/21/22-4/26/22)

Intake Total: \$85.00

Boarding Cost Per Day: \$30

Days Boarded: 49 days (4/27/22-6/14/22)

Boarding Total: \$1470.00

Vet/Intake Exam-

Heartworm Test: \$35.00

Rabies Vaccine: \$12.99

DHPP Vaccine: (\$12.99 x 2) \$25.98

Bordetella Vaccine: \$15.99

Strongid: \$10.00

Heartgard: (\$12.00each x 2) \$24.00

Nexgard: (\$24.00each x 2) \$48.00

Capstar: \$10.00

Medical Cost: \$181.96

Medical fees Waived: \$181.96

Total Medical Cost Due: \$0.00

Additional Medical-

Doxycycline 200mg x 30tabs: \$22.50

Immiticide: \$250.00

Prednisone 10mg x 28 tabs: \$4.48

Tramadol 50mg x 20 tabs: \$10.00

Additional Medical Cost: \$286.98

Grand Total: \$1841.98

"Drako"

Confiscation Date: 4-21-22

Intake cost: \$85.00 (4/21/22-4/26/22)

Intake Total: \$85.00

Boarding Cost Per Day: \$30

Days Boarded: 49 days (4/27/22-6/14/22)

Boarding Total: \$1470.00

Vet/Intake Exam-

DHPP Vaccine: (\$12.99 x 3) \$38.97

Bordetella Vaccine: \$15.99

Strongid: \$10.00

Heartgard: (\$12.00each x 2) \$24.00

Nexgard: (\$24.00each x 2) \$48.00

Capstar: \$10.00

Marquis: \$10.00

Medical Cost: \$156.96

Medical fees Waived: \$156.96

Total Medical Cost Due: \$0.00

Grand Total: \$1555.00

Costs are subject to change. The boarding is calculated until 6/14//2022. The Dog's medical cost can/will go up due to continued medical treatment and boarding.



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 8/8/2022 Amount:
Department: City Manager Account #:
Subject: 2023 Northeast Florida Regional Council Legislative Priorities
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Quality of Life

ATTACHMENTS:

Description	Type
Request Letter	Exhibit
NEFRC 2022 Legislative Priorities Publication	Exhibit
City's 2022 Submission list	Exhibit

Summary/Highlights:

Flagler County has notified the City of the need to provide its 2023 Legislative priorities for submission to the Northeast Florida Regional Council (NEFRC).

Background:

Each year the NEFRC requests input from Counties and the municipalities within those counties to be included in their publication for the regional priorities.

The Flagler County Board of County Commissioners serve as the collector of this input from all the municipalities within Flagler County. The City needs to turn in our priorities to the County no later than September 5, 2022.

The Commission needs to determine which priorities to submit to the County for consideration and inclusion in the document the Flagler County Board of County Commissioners will provide to the NEFRC.

Based on the City's needs and existing studies, staff has identified possible projects to be submitted to Flagler County for consideration to be sent to NEFRC:

- Funding for Master Utility Plan Projects- Water Treatment Plant and Distribution System Projects;
- Funding to reconstruct the Coquina City Hall;
- Support Community Resiliency Grant Programs for Septic to Sewer Conversion Projects (Flagler County priority); and

- Provide a Men's Residential Treatment Facility and Detoxification Unit through a Public-Private Partnership (Flagler County priority).

Staff Recommendation:

Per the Commission.

City Attorney Review:

Finance Department Review/Recommendation:

Approved

City Manager Review/Recommendation:

Administration

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110

Sent Via Email



www.flaglercounty.gov

Phone: (386)313-4001

August 2, 2022

The Honorable Stephen Emmett
Mayor, Town of Beverly Beach
2735 N. Oceanshore Blvd.
Beverly Beach, FL 32136

The Honorable Suzie Johnston
Mayor, City of Flagler Beach
Post Office Box 70
Flagler Beach, FL 32136

The Honorable Catherine Robinson
Mayor, City of Bunnell
Post Office Box 756
Bunnell, FL 32110

The Honorable Angela Tenbroeck,
Mayor, Town of Marineland
9507 Oceanshore Blvd.
St. Augustine, FL 32080

The Honorable David Alfin
Mayor, City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Dear Mayors:

The Northeast Florida Regional Council (NEFRC) recently sent its annual solicitation of the top three regional legislative priorities for each county and municipality for the NEFRC's 2022 Legislative Priorities publication. They are asking that our list be to their office by Friday September 30, 2022. Accordingly, we are asking for responses from each municipality by Monday September 5, 2022, in order to be included in the September 19, 2022, Board of County Commissioners meeting agenda.

The Council is asking that the priorities for 2023 be prepared in the same format as shown in the 2022 publication. These regional priorities may differ from the local priorities we will submit to the members of our legislative delegation later this year. For your reference, we are attaching the 2022 Regional Legislative priorities. Generally, we submit three regional countywide priorities for consideration.

We would appreciate your bringing this request to the attention of your Council at the earliest convenience so we may include your input in the timely response to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "HPetito".

Heidi Petito
County Administrator

Enclosure – 2022 NEFRC Legislative Priorities

c: Flagler County Board of County Commissioners
Ms. Denise Bevan, City of Palm Coast City Manager
Mr. William Whitson, Flagler Beach City Manager
Mr. Alvin B. Jackson Jr., Bunnell City Manager

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5



Support and Protect Florida's Housing Trust Funds

Background: The Sadowski Act, passed in 1992, increased the doc stamp tax paid on all real estate transactions and placed these monies in a dedicated state and local housing trust fund. Seventy percent of monies go to the Local Government Housing Trust Fund for the State Housing Initiatives Partnership (SHIP) program, which funds housing programs in all 67 counties and larger cities. The remaining 30% of monies go to the State Housing Trust Fund for Florida Housing Finance Corporation programs such as the State Apartment Incentive Loan (SAIL) program.

In Flagler County, SHIP funds are used for repair of existing housing stock to allow seniors to age in place and to provide retrofitting of persons with special needs or disaster assistance for critical home repairs. Flagler County assisted 60 families after hurricanes Matthew and Irma and provided first-time homeownership with down payment and closing cost assistance, as well as preservation of existing housing. SHIP funds are strongly leveraged, with private sector loans and equity providing \$5 for every \$1 of SHIP funds in Flagler County. In addition, SHIP funds can be leveraged with federal funding such as the Community Development Block Grant and Low-Income Housing Tax Credit.

Affordable housing continues to be out of reach for many residents due to high rents, low wages and the lack of affordable rental homes. According to the National Low Income Housing Coalition, a local worker must earn at least \$21.15 per hour to afford a 2-bedroom apartment at the Fair Market Rent of \$1,100/month in Flagler County, but the average wage of a renter in Flagler County is only \$12.98 per hour.

Requested Action: Urge the Florida Legislature to use ALL of Florida's housing trust fund monies for Florida's housing programs.

Effect: Using Florida's housing funds solely for housing creates a positive economic impact for Florida by fueling economic development, creating jobs, investing in our local communities, and contributing to the well-being of Florida's families, veterans, elderly, persons with disabilities, persons experiencing homelessness and deserving Floridians in need across the State. Allow the housing trust funds to be used for its intended purpose for which it was created by the Sadowski Act – HOUSING – and help our lower-income seniors, families, and workforce find and keep their home in Flagler County.

Protect and Increase Funding for the State of Florida Transportation Disadvantaged Program

Background: The Transportation Disadvantaged Program is a coordinated statewide effort, which groups riders together for a shared ride service. Transportation services are available in all 67 counties including Flagler County for those individuals that are eligible and have no access to transportation. The Florida Legislature created the Commission for the Transportation Disadvantaged in 1989 to set policies provide direction to staff, administer, and implement all provisions of the Transportation Disadvantaged Trust Fund per Chapter 427.013 F.S. The overall mission of the Commission is to insure the availability of efficient, cost-effective, and quality transportation services for transportation-disadvantaged persons. The Commission is assigned to the Florida Department of Transportation for administrative and fiscal

FLAGLER COUNTY 2023 NEFRC LEGISLATIVE PRIORITIES

accountability, but they function independently of the department. The Commission develops a budget that is submitted to the Governor by the Florida Department of Transportation. The Commission works with the local Governing body to assist in meeting its responsibilities for the transportation disadvantaged. Northeast Florida Regional Council as the planning agency appointed members to a Transportation Disadvantaged Local Coordinating Board to oversee the transportation-disadvantaged program for Flagler County residents. The program in Flagler County provides mobility to older adults, persons with disabilities, people with low incomes and at-risk children.

Flagler County as a small county with limited resources does not have a transportation system similar to VOTRAN or JTA, so its residents without a vehicle of their own are severely limited in their ability to get to a place of employment, doctor's visits, school, the library or to a local retail store. The program in Flagler County provides mobility to more than 3,000 older adults, persons with disabilities, people with low incomes and at-risk children. The number of residents using our service is continually increasing with approximately 25 new applicants per month.

As of July 2022, requests averaged around 280 trips per day, six days per week with a projected total of well over 80,000 trips annually. Because of limitations to staff, service and funding, unmet trip requests in Flagler County will continue to increase leaving residents without the ability to have their needs met. From January to July 2022, the number of unmet trip requests was 540 and currently we are scheduled three weeks in advance. So based on the current unmet trip requests, if funding does not increase, the number of unmet trips in a fiscal year will be well over 1,000.

Requested Action: Advocate to the Florida Legislature to protect the Transportation Disadvantaged Program and request an increase in funding to support the unmet trip requests.

Effect: Protecting and increasing the Transportation Disadvantaged Fund will not only continue the service but also allow more individuals without means of transportation to access much needed medical care, employment, food, education or other life sustaining needs. It contributes to the well-being of our residents and allows them to thrive in Flagler County.

Continue Financial Support of the SCRAP and SCOP Grant Programs to Assist Small Counties in Paving Farm to Market Roads.

Background: Currently, Flagler County receives millions of dollars each year of SCRAP & SCOP funding for projects. These funds make up the bulk of our entire capital improvement program. We use these funds to construct new roads, improve intersections, resurface and widen roadway and replace failing or aging stormwater structures. Many of the roadway projects that have been completed over the past several years provide some benefit to existing farming and agricultural operations in that we have been able to widen and resurface roadways that they utilize to move their crops/product to packing and from packing to market. There are existing packing house operations on CR 305, CR 304 and CR 2006.

Requested Action: Do not cut the current level of financial support to FDOT for the Small County Road Assistance and Outreach Programs.

FLAGLER COUNTY 2023 NEFRC LEGISLATIVE PRIORITIES

Effect: Flagler County will be able to continue constructing new roads, improving existing roads and replacing any other infrastructure failure because of age or breakdown of the system. This infrastructure is an essential ingredient for economic development and growth in Flagler County.

Support Community Resiliency Grant Programs for Septic to Sewer Conversion Projects.

Background: While flooding presents its own problems, these problems are compounded when the majority of properties flooded are on septic tanks. While some of these systems are operating properly and are the best available alternative for wastewater disposal, there are thousands of septic tanks that are old and failing, discharging nutrients at high levels in environmentally sensitive areas. Even those that are working properly still discharge some nutrients into the environment. When these systems flood, as in recent weather events, the systems do not work properly for the homes and unwanted environmental discharges increase.

The drainage, when coupled with the continued bacterial and untreated stormwater pollution and freshwater discharges, impacts and threatens Class II shell fishing waters in both Flagler and St. Johns counties. This funding is the first step needed towards elimination of septic tanks and wastewater issues.

Requested Action: Urge the Legislature to increase available grant programs through State of Florida Department of Environmental Protection for septic to sewer projects.

Effect: Flagler County along with the City of Palm Coast can begin to eliminate septic tank pollution and add a layer of storm hardening for residents in the area.



Northeast Florida 2022 Legislative Priorities



Presented by the
Northeast Florida Regional Council



2022 LEGISLATIVE PRIORITIES



Baker County

1. FUNDING FOR HURRICANE PREPAREDNESS SHELTER/ SENIOR CITIZENS CENTER

Background: Baker County has two hurricane shelters and a population of 29,000. The County is a "recipient county" for urban Duval and other nearby coastal communities. The County has daily needs for facilities to serve senior citizens. Property has been acquired and plans prepared for a building that can meet both needs. Matching funds assistance from the State would allow the construction of a facility that will meet local and regional needs.

Requested Action: Support funding for a dual-purpose emergency shelter / senior citizens center.

Effect: Will provide a multi-purpose building for our senior citizens and provide a shelter for evacuees and their pets for local and regional residents in the event of a major hurricane.

2. FUNDING FOR A MULTI-SPORT COMPLEX – Phase I

Background: St. Mary's Shoals Park is a 2,500+ acre park with lots of unused potential. Currently, it's used for ATVs horseback riding, hiking, and biking, but could be enhanced to increase tourism and the local economy by offering a multi-sport complex, built in phases. Funding for Phase I is a financial problem for the County because of our limited funds.

Requested Action: Funding is sought to construct Phase I of a new multi-sports complex in St. Mary's Shoals Park that includes two general use grass fields for special events, airplane or drone flying, soccer, and football with restrooms, lighting, and irrigation. The County will fund the engineering design cost.

Effect: Phase I for the St Mary Shoals Park Multi Sport Complex will enhance tourism for the entire county, help reduce youth drug usage by redirecting negative activities, and increase the health and wellbeing of its patrons. The funding will assist the County to offset the capital outlay and help provide much-needed recreational activities for the youth and adults of the County.

3. CONTINUE FUNDING SMALL COUNTY ROAD PROGRAMS

Background: The Small County Road Programs are critical to meeting Baker County's Transportation needs. The Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), Community Incentive Grant Program (CIGP) and the Transportation Regional Incentive Program (TRIP) provide necessary transportation funding for road improvements.

Requested Action: Continued support and increase monies generated by statewide gas tax collections to the State Transportation Trust Fund to provide essential transportation programs such as (SCRAP), (SCOP), (CIGP) and

(TRIP). Prohibit the creation of any legislation that would restrict these types of funds due to comprehensive plan amendments adopted by small counties.

Effect: Continuation of these vital programs will enable counties to make much needed road improvements, create jobs, correct environmental problems created by runoff, and stimulate the local economy.

4. **APPROVE LEGISLATION FOR A LOCALLY IMPOSED SALES TAX**

Background: Ad valorem taxes have been insufficient and an inequitable source of revenue for small counties. Counties need to have the flexibility to levy additional sales tax at their discretion.

Requested Action: Allow counties the option to levy an additional sales tax.

Effect: The additional sales tax will create additional revenue for local governments that will affect the community as a whole and not limit the burden solely to property owners.



Flagler County

1. Protect and Increase Funding for the State of Florida Transportation Disadvantaged Program

Background: The Transportation Disadvantaged Program is a coordinated statewide effort, which groups riders together for a shared ride service. Transportation services are available in all 67 counties including Flagler County for those individuals that are eligible and have no access to transportation. The Florida Legislature created the Commission for the Transportation Disadvantaged in 1989 to set policies provide direction to staff, administer, and implement all provisions of the Transportation Disadvantaged Trust Fund per Chapter 427.013 F.S. The overall mission of the Commission is to insure the availability of efficient, cost-effective, and quality transportation services for transportation-disadvantaged persons. The Commission is assigned to the Florida Department of Transportation for administrative and fiscal accountability, but they function independently of the department. The Commission develops a budget that is submitted to the Governor by the Florida Department of Transportation. The Commission works with the local Governing body to assist in meeting its responsibilities for the transportation disadvantaged. Northeast Florida Regional Council as the planning agency appointed members to a Transportation Disadvantaged Local Coordinating Board to oversee the transportation-disadvantaged program for Flagler County residents. The program in Flagler County provides mobility to older adults, persons with disabilities, people with low incomes and at-risk children.

Flagler County as a small county with limited resources does not have a transportation system similar to VOTRAN or JTA, so its residents without a vehicle of their own are severely limited in their ability to get to a place of employment, doctor's visits, school, the library or to a local retail store. The program in Flagler County provides mobility to more than 6,000 older adults, persons with disabilities, people with low incomes and at-risk children.

Prior to the pandemic, Flagler County was trending 350 trips per day, 24 days per month for medical, employment, education/training/day care, nutritional or other life-sustaining needs. As of May 2021, requests have increased to 370 trips per day, six days per week. As a result, the projected total of trips for the fiscal year based on trip requests will bring Flagler County well over 115,000 trips annually. Because of limitations to staff, service and funding, unmet trip requests in Flagler County will continue to increase leaving residents without the ability to have their needs met. In 2019 the number of unmet trip requests was 512. So based on the current daily trip requests if funding does not increase, we will double our unmet trips to over 1,000.

Requested Action: Advocate to the Florida Legislature to protect the Transportation Disadvantaged Program and request an increase in funding to support the unmet trip requests.

Effect: Protecting and increasing the Transportation Disadvantaged Fund will not only continue the service but also allow more individuals without means of transportation to access much needed medical care, employment, food, education, or other life sustaining needs. It contributes to the well-being of our residents and allows them to thrive in Flagler County.

2. Increase Support of the SCRAP and SCOP Grant Programs to Assist Small Counties in Paving Farm to Market Roads.

Background: Currently, Flagler County receives millions of dollars each year of SCRAP & SCOP

funding for projects. These funds make up the bulk of our entire capital improvement program. We use these funds to construct new roads, improve intersections, resurface, and widen roadway and replace failing or aging stormwater structures. Many of the roadway projects that have been completed over the past several years provide some benefit to existing farming and agricultural operations in that we have been able to widen and resurface roadways that they utilize to move their crops/product to packing and from packing to market. There are existing packing house operations on CR 305, CR 304, and CR 2006.

Requested Action: Increase the amount of financial support to FDOT for the Small County Road Assistance and Outreach Programs.

Effect: Flagler County will be able to continue constructing new roads, improving existing roads and replacing any other infrastructure failure because of age or breakdown of the system. This infrastructure is an essential ingredient for economic development and growth in Flagler County.

3. **Continue to Support Affordable and Reliable High-Speed Internet throughout Florida.**

Background: In Florida and in Flagler County there are major digital gaps in coverage. This gap in coverage has created challenges within our community and especially some of the most remote and rural areas of Flagler. Some of these challenges include:

- The ability of our schoolchildren to have access to the best educational opportunities, including access to and effectively engage in virtual education.
- The ability for our residents in the west side of Flagler County to access telemedicine for more positive health outcomes and reducing the need to travel and locate transportation.
- The ability for our public to access public safety and for our public safety to have full coverage without gaps in communication creating a public safety crisis.
- The ability for our community to expand business opportunities, stimulate job growth and allow rural areas of Flagler to employ innovative technologies to enhance our economy.

Requested Action: Continue to support efforts to provide increased access, speed and affordability to broadband technology and support public funding to improve the infrastructure so service providers may build out their networks across Florida.

Effect: Through a collaborative effort, a comprehensive plan and public funding to improve infrastructure, we will see a higher quality of life in Flagler County and across the State of Florida.



TOWN OF BEVERLY BEACH

While small towns can never match the economic, social, or cultural incentives offered by their big-city brethren, neither do they have the problems – the crime, the unrest, or the alienation – those larger localities must confront. That sense of manageability – or unity, if you will – gives a distinct advantage when implementing any legislative priority.

1. PUBLIC SAFETY

Background: For years, this town has petitioned the Florida Department of Transportation for a 35-mph speed- limit on SR A1A. The town harbors a large RV Camping business, and an age-restricted mobile home park located in the same densely populated area. Vehicles in this district often move erratically, and there have been several accidents associated with speeding. FDOT has decided to fund a “traffic calming” project that may fundamentally slow traffic down. While the town is extremely appreciative of this effort, there is an issue that citizens want us to address that could potentially jeopardize it – golf carts along a Florida State Highway.

Requested Action: The town needs to balance the demands of citizens with the need to effectively administer this project. The town should fully vet the safety aspects and attempt to integrate at least limited golf cart use into the project. However, any legislative effort will need the expressed permission from the Department of Transportation and coordination with the public.

Effect: The Pedestrian Safety Project will calm traffic and diminish the chance of an accident. Limited golf cart activity will allow access to the town hall and grant local autonomy.

2. VACATION RENTALS

Background: Most localities have had problems with regulating vacation rentals in their jurisdictions. Legislation often “steps on toes” and the economic pushback from the hospitality and housing industries is substantial. However, vacation rentals will often burden infrastructure, with the locality picking up the tab. In Beverly Beach, there are minor issues with garbage cans being left out, but there are also major issues when the bed tax is not paid – either through lack of information or negligence.

Requested Action: Coordination with the tax collector might diminish non-payment of the bed tax. However, when the town sends out business tax receipt applications it can ensure cooperation by reminding the applicant that the bed tax must be paid, and the property must be maintained.

Effect: The town is unsure whether new legislation is needed. The town has no vacation rental ordinance of its own and encourages sales for that purpose. The administrative approach, without formal regulations of our own, and enforcement of existing laws, will enhance cooperation.

3. HURRICANE EVACUATION TIMES

Background: The Town of Beverly Beach recently submitted a comprehensive plan amendment to the State of Florida. The State commented that our response time of 27 hours did not meet the statutory maximum of 16 hours. While no coastal municipality in the State of Florida meets this standard, it is incumbent upon this locality to attempt to minimize response time. The town has the oldest demographic in Flagler County with special needs requests that need attention.

Requested Action: The Town of Beverly Beach must work assiduously with Flagler County Emergency Management. Even diminishing the response time by two (2) hours can potentially save a life. The town and the county need to coordinate efforts – and innovate to make this happen. A more local method is to coordinate with the various HOAs within the town and ensure that special needs applications are available, and individuals are signed up.

Effect: Diminishing response time will save lives and property. If the town and county can develop innovative management techniques, they can act as an example to other localities. Most important, however, is to work on the local level with the HOAs and get them involved.



CITY OF PALM COAST LEGISLATIVE PRIORITIES

1. PEP SYSTEM POWER RESTORATION PRIORITIZATION

Background: Water and Wastewater facilities are critical infrastructures that serve a lifeline function providing indispensable services that enable the continuous operation of critical business and government functions. After experiencing several days of power outages from two hurricanes, maintaining service to over 14,000 residential Pretreatment Effluent Pumping (PEP) systems serving over 30,000 citizens became an increasingly urgent issue. These systems also serve 49 vulnerable residents with assisting living support. PEP systems are a critical element of the City's wastewater collection system, and Palm Coast maintains the largest inventory in the state. During Hurricane Irma at a cost of approximately \$750,000, pumping trucks and portable generators were quickly dispatched to add capacity to PEP tanks already at maximum limits. Unfortunately, the response could not reach all in need, and sewage backed into homes, an event that is not acceptable. These areas are primarily outside of evacuations zones and include the population that tends to stay during an event.

Request Action: Deem that the restoration of power for PEP Tank Service Areas is a lifeline function and power restoration is prioritized.

Effect: Ensure that all utility services including PEP systems recover from power outages quickly.

2. OLD KINGS ROAD PHASE 2 AND 3 CONSTRUCTION

Background: The City of Palm Coast doubled in population from 2000 to 2010, and by 2035 our population is expected to double again. Local funding challenges already make keeping pace with the rapid growth and maintenance of our network of over 1,200 lane miles difficult. Recognizing that the revenue generated by fuel tax has only increased by 15% over the last ten years, there is concern that funding will continue to be deficient and increasingly strained by vehicle efficiencies and other pressures. These challenges are most evident in the City's top priority transportation project, Old Kings Road widening, which began with FDOT in 2009. It serves as an alternate route to I-95 during closures and a primary connection to the Palm Coast Parkway commercial corridor. Phase 1, funded by FDOT in 2019, is currently under construction; however, the City had to postpone two FDOT funded projects to ensure sufficient funding for Phase 1 to occur. The Phase 2 and 3 construction funding request has been submitted to FDOT for consideration; however, both are not in the 5-year Work Plan. The River to Sea TPO Ranks the project as #3 of Prioritized Regionally Significant Non-SIS Projects. This critical project will further expand evacuation zone capacity, add pedestrian paths on both sides, provide street lighting, accommodate alternate traffic patterns, and mitigate growth demands.

Request Action: Provide legislative support for District 5 FDOT to include Old Kings Road Phase

2 and 3 construction in 5-year Work Plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

3. TRANSPORTATION ACCESS TO THE WEST

Background: The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Currently, there are only two, at grade, railroad crossings within the city limits. The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Request Action: Support transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect: Improved access to the west will provide opportunities for economic advancement.



City of Bunnell: Northeast Florida Regional Legislative Priorities 2022

1. Road and transportation funding for Flagler Central Commerce Parkway:

Background: Flagler Central Commerce Parkway is a 2-lane, 1.7-mile roadway with associated utilities. The construction of this roadway will connect State Road 100 to US Highway 1/State Road 5 and unlock over 1000 acres of property which are planned for governmental, industrial, and residential multi-family growth for development. Design has been completed and all permits have been obtained for the project. Funding for construction is the only issue holding up this project.

Requested Action: Provide local levels of funding in the amount of \$6.8 million to complete the of the construction of Flagler County Commerce Parkway.

Effect: This funding will assist the City offset capital outlays required for construction of a major roadway which benefits the entire County, increases the levels of service available to those traveling on State Road 5/US Highway 1 and State Road 100, increases ease of access to governmental offices, promotes economic growth and job creation and provides another Emergency Evacuation route for those in the County.

2. Wastewater Treatment Facility Infrastructure Upgrade and Modernization:

Background: The City of Bunnell faces a problem of aged, outdated and failing utility infrastructure. The Utility Master Plan was completed and adopted in 2020. This plan outlines numerous projects that need immediate attention, as well as providing a plan to address future projects. First and foremost is the Wastewater Treatment Plant upgrade and modernization as the plant is projected to exceed the permitted capacity of 0.60 MGD by the year 2024.

Requested Action: Provide local levels of funding in the amount of \$15 million to construct and update the Wastewater Treatment Facility.

Effect: This funding will assist the City offset large capital outlays required for this aging treatment facility and help the City maintain accepted levels of services to meet immediate capacity needs and the growing needs of the City.

3. Remediation and Restoration of the Historic Bunnell City Hall also known as the Bunnell Coquina City Hall:

Background: Bunnell City Hall is in the heart of the oldest city in Flagler County. The Bunnell City Hall is a unique one-story public building constructed of locally quarried coquina stone. The building was constructed during the Depression Era of the 1930's under the auspices of the Works Progress Administration (WPA), a New Deal agency organized to alleviate unemployment and placed on the National Registry of Historic Places in 2019. Some of the uses of this site are elections, board and other organizational meetings, cultural events, community outreach, summer programs for children and a place

for private family events. The City had to close the building for use due to deteriorating conditions of the building and safety concerns for occupants as validated by a building inspector.

Requested Action: Provide local levels of funding in the amount of \$870,000 to remediate and restore the National Registered Historic Bunnell City Hall also known as the Bunnell Coquina City Hall.

Effect: This funding will assist the City offset a large capital outlay so that a facility vital to the community for its central location and ease of access for citizens can safely be reopened to allow for the cultural, educational and enrichment of the citizens of Flagler County and adjacent counties as well.

**2022 LEGISLATIVE REQUEST
CITY OF FLAGLER BEACH, FLORIDA**

1. WATER QUALITY AND WASTEWATER INFRASTRUCTURE:

Background: Many communities continue to rely on decades-old water and wastewater infrastructure. In coastal communities, potable water lines are subject to saltwater intrusion. Corroding metal sewer system pipes and deteriorating lift stations pose a constant threat to the environment. Some communities still allow private septic systems because of the financial burden of extending sewer lines and putting the onus on its residents to pay impact fees. New wells need to be drilled to keep up with population growth and to provide the necessary water pressure for fire hydrants.

Requested Action: Increase both the number and the dollar amount of grants offered by federal and state agencies to small and rural communities to improve their water and wastewater facilities. Provide the needed resources for communities to implement new technological improvements that will lower energy demands while meeting a higher demand. Provide additional flexibility in the grants award structure to fund advance planning efforts to assess infrastructure needs. Structure grant awards to be more proactive and allow local governments to anticipate and identify difficult and complex problems affecting water quality and the environment.

Effect: Encourages local governments to plan their budgets properly and seek additional funding opportunities to assess and solve problems. This reduces the probability of a local facility becoming a substantial burden to the State.

2. RECYCLING:

Background: Over the last several years, the recycling cost with local vendors has increased over 90%. Vendors have stated that the market requires these increases for single stream. Local agencies have struggled with passing this cost on to the citizens to meet state requirements. This will require increases above and beyond expectations on local sanitation fees.

Requested Action: Legislation in 2022 to address the heavy budget impacts and unfunded mandates this represents on citizens.

Effect: Without guidance, emphasis, and additional funding assistance from Legislation the cost will be passed to citizens.

3. FLAGLER BEACH AND PIER RESTORATION:

Background: Flagler Beach has a tourist-dependent economy. In 2002, House Resolution 2676 provided for the U.S. Army Corps of Engineers (ACOE) to conduct a Feasibility Study of Flagler County's coastline for Beach Renourishment. The recommendation from that study was to provide shoreline protection to 2.6 miles in Flagler Beach to extend the dune 10 feet and protect SR A1A. A Joint Partnership Agreement between Flagler County and FDOT was to provide monies for the design and construction phases. On June 23, 2019, an agreement was finally signed with the ACOE for that 2.6-mile project to move forward once the reconstruction of SR A1A was completed. However, Flagler County has plans for a beach renourishment project for multiple miles of Flagler Beach coastline beyond

that being addressed by the ACOE. Additional funding is being sought from FDOT, FDEP, and the Tourist Development Fund. Project initiation is anticipated to start in 2022.

Requested Action: That the State of Florida promotes the funding of beach renourishment programs through partnerships with State agencies and local governments. FEMA funds have been allocated to replace and extend the fishing pier in Flagler Beach. The Pier, which has sustained a great deal of damage from storms over the years and is now much shorter than it originally was, draws thousands of visitors a year to the area and provides recreational access for the public to view and experience the Atlantic Ocean firsthand. Maintaining this access well into the future is a critical part of the tourism and visitor draw for the community and FEMA will no longer fund repairs to the current structure due to the recurring damages.

Effect: The preservation of a vital recreational resource and a section of Scenic Highway State Road A1A that, through local, national, and international tourism, has a high-impact, positive effect on the City's and County's economies. Improvement of the Pier heavily damaged by Hurricane Matthew is essential to economic recovery of the beach and business entrepreneurs post COVID-19 and Hurricane Matthew.

4. CONSIDERATION TO ENSURE HOME RULE AND NO UNFUNDED FINANCIAL MANDATES TO LOCAL MUNICIPALITIES:

Background: Municipalities are the only form of local government created to serve the needs and desires of their citizens. Local self-government is the keystone of American democracy and constitutional municipal home rule authority should be protected and preserved. Unexpected financial directives issued by legislators can have a negative impact on local governments. Unfunded mandates take money away from programs intended to support or improve the quality of life of our citizens. An alternative would be to engage local governments in program-specific partnerships with state and/or federal agencies in order to provide a level of service above and beyond the basic necessities.

Requested Action: The legislature should restrict unfunded mandates and allow for the control of municipalities to be left in the hands of their citizens and local elected officials. Top-down directives always result in expenses that increase local program costs and result in increased rules and regulations that burden the local economy and often lead to increases in property taxes and fees.

Effect: Program-specific partnerships with cost-share budgets helps cities direct funding to projects particular to support the local economy.

5. TIMELY REIMBURSEMENT FROM THE STATE OF FLORIDA FOR FEMA OBLIGATED PROJECTS:

Background: Cities are spending their reserves to fund necessary repairs as a result of declared emergencies. The State has the funds to reimburse the obligated Project Work Orders, yet the reimbursements trickle in, whilst the city accounts continue to dwindle.

Requested Action: Department of Emergency Management (DEM) to assist cities to have the ability to receive funding in advance of an approved or obligated project to allow for a low interest loan to implement the project.

Effect: The depleted reserves, a result of not being reimbursed, may delete, or delay scheduled capital projects, causing cities to be less prepared for ensuing declared emergencies.

6. PROMOTION AND EQUAL ACCESS TO THE INTERNET FOR ALL CITIZENS:

Background: The pandemic of 2020 exposed the lack of access citizens have to the significant benefits of technology. The digital divide hurts citizens, children, businesses, and local government operations. Each of these suffered financial and economic hardships due to the unequal access to the information and tools of the internet. Unequal access to the internet caused by the lack of infrastructure, equipment and training contributed to heavy damage to the economy across the nation and made coping and recovery efforts far more complex and challenging than needed. Correcting this problem will require reducing restrictive rules and regulations placed on local government. In addition, the support of grant mechanisms to encourage investment and expansion of rural broadband capacity and other critical tools, like increased fiber optic technology, is a worthy legislative direction and investment that is long overdue.

Requested Action: Expand grant opportunities to local government to increase critical infrastructure like fiber optic connections. Lower restrictions on local governments to service local telecom needs and increase interconnectivity.

Effect: State support for more equitable access to the Internet will enable citizens to research employment opportunities; receive news from their municipalities, the State, their schools, and other governmental agencies; improve the timely delivery of essential services, access healthcare options all without placing additional financial burdens on local governments.



2022 TOWN OF MARINELAND LEGISLATIVE REQUEST

1. BEACH AND DUNES RESTORATION:

Background: The Town of Marineland is a unique community as we are perhaps the most at-risk community in Flagler County when it comes to potential hazards from the Atlantic Ocean. At the northern most part of town we are approximately two hundred feet wide between the Atlantic Ocean and the Intercostal Waterway (ICW). During Hurricanes Mathew and Irma, the Atlantic Ocean met the ICW at that point dumping millions of gallons of water through town cutting off access on A1A between Flagler and St John's County. What is usually overlooked is that water that crossed A1A did not have a chance to exit back through that point leaving it to spread out through the county causing substantial damage to western Flagler County and our Neighboring towns along the ICW. Even after the storms, at times of Full Moon King Tides we still see portions where the Atlantic Ocean washed over A1A to meet the ICW! Even with normal high tides there is no sandy beach areas as the ocean meets the dunes.

Requested Action: That the State of Florida promotes the funding of beach renourishment programs through partnerships with State agencies and local governments. Maintaining beaches and dunes well into the future is a critical part of the future of the town in addition to the tourism and visitor draw for the community.

Effect: The preservation of a vital recreational resource and a section of Scenic Highway State Road A1A that, through local, national, and international tourism, has a high-impact, positive effect on the City's and County's economies. Improvement of the beaches and dunes heavily damaged by Hurricane Matthew and Hurricane Irma is essential to economic recovery of the beach and business entrepreneurs post COVID-19 and Hurricane Matthew & Irma.

2. WATER QUALITY AND WASTEWATER INFRASTRUCTURE:

Background: Many communities continue to rely on decades-old water and wastewater infrastructure. In coastal communities, potable water lines are subject to saltwater intrusion. Corroding metal sewer system pipes and deteriorating lift stations pose a constant threat to the environment. The Town of Marineland's Water and Wastewater Infrastructure is outdated, failing and needs to be replaced. We also believe it is environmentally smart to create a wastewater infrastructure that totally eliminates septic tanks and other treatment facilities in some of the most environmentally sensitive areas of the barrier island.

Requested Action: Increase both the number and the dollar amount of grants offered by

federal and state agencies to small and rural communities in order to improve their water and wastewater facilities. Provide the needed resources for communities to implement new technological improvements that will lower energy demands while meeting a higher demand. Provide additional flexibility in the grants award structure to fund advance planning efforts to assess infrastructure needs. Structure grant awards to be more proactive and allow local governments to anticipate and identify difficult and complex problems affecting water quality and the environment.

Effect: Encourages local governments to plan their budgets properly and seek additional funding opportunities to assess and solve problems. This reduces the probability of a local facility becoming a substantial burden to the State.

3. PROMOTION AND EQUAL ACCESS TO THE INTERNET FOR ALL CITIZENS:

Background: The pandemic of 2020 exposed the lack of access citizens have to the significant benefits of technology. The digital divide hurts citizens, children, businesses, and local government operations. Each of these suffered financial and economic hardships due to the unequal access to the information and tools of the internet. The Town of Marineland is a crucial hub of education and research that is currently being negatively affected by the lack of adequate internet in the community. Additionally, currently all the Town's citizens have zero access to anything but satellite internet which during times of foul weather is non-existent! Correcting this problem will require reducing restrictive rules and regulations placed on local government. In addition, the support of grant mechanisms to encourage investment and expansion of rural broadband capacity and other critical tools, like increased fiber optic technology, is a worthy legislative direction and investment that is long overdue.

Requested Action: Expand grant opportunities to local government to increase critical infrastructure like fiber optic connections. Lower restrictions on local governments to service local telecom needs and increase interconnectivity.

Effect: State support for more equitable access to the Internet will enable citizens to research employment opportunities; receive news from their municipalities, the State, their schools, and other governmental agencies; improve the timely delivery of essential services, access healthcare options all without placing additional financial burdens on local governments. Will benefit research projects at our local colleges and research facilities allowing them to share their research and have access to more information in a timely fashion than they currently experience.

Nassau County 2022 Legislative Priorities

1. Flood Mitigation/Resiliency

Background: Nassau County consists of 253.7 miles of streams and 35% of its jurisdiction is affected by high-risk flood zones A, AE, and VE. The Nassau County Master Storm Water Plan (April 2012) provided an engineering analysis of the existing storm water management system and identified problematic riverine areas which have indeed been impacted by subsequent storms. County code requires new and major improvements to be built to standards which reasonably protect from flood hazard and recent entry in the NFIP/CRS program has incentivized the community to protect property, persons, and natural floodplain functions from risk and hazard in flood prone areas, many of which are sensitive environmental sites. Older residences in flood-prone and problematic areas are acutely at risk for flood damage and personal danger. Although FEMA aids mitigate flood risk for these types of property, the national demand for flood mitigation has increased the competitiveness of these grants. To provide just one local example, Nassau County entered into a grant agreement at a 50% match with the Planning Assistance to States (PAS) through USACOE to execute a study of the Thomas Creek Drainage Basin. The Thomas Creek Drainage Basin includes numerous repetitive loss properties and routinely suffers property damage during named and unnamed storm events. The study will be complete in September 2021.

Requested action: Prioritize funding and proactively assist local governments in their efforts to mitigate the impacts of flooding/sea level rise and create more resilient communities. This may come in the form of match assistance for grants received through the USACOE and/or FEMA, funding for physical improvements such as living shore installations and erection of sea walls, funds to purchase and remove repetitive loss properties, or funds to raise repetitive loss structures above the base flood elevation. Local implications include implementation of the recommendations from the USACOE to mitigate flooding and reduce repetitive loss of property within the Thomas Creek Drainage Basin. Support appropriations to assist local government for property acquisition, building elevation and relocation of buildings in area of high risk, thus reducing risk to persons and property, and to allow for conversion of those areas to open space or conservation areas.

Effect: Funds for flood mitigation and proactive actions that promote resiliency will help local communities to retrofit or remove properties from high-risk areas thereby reducing the risk to persons and property. Removal of persons and properties from high-risk areas can allow for the conversion of said areas to open space or conservation area which can provide recreation and can positively impact water quality, reduce future flooding potential, and create more sustainable and resilient communities that, over time, require less monetary investment to maintain and protect.

2. Small, Rural and Transitioning Counties Infrastructure Program Support

Background: Like many counties in Florida, Nassau is a rapidly transitioning coastal county that is in a hyper-growth situation. The rapid expansion of the population and correlating urbanization of rural lands has placed a significant strain on existing infrastructure and the need for investment in new infrastructure. In addition to traditional infrastructure demands, the global pandemic shined a light on the critical nature of universal access to broadband/highspeed internet. Consistent with the general consensus, it is time we view broadband/high-speed internet as essential infrastructure. Across Florida the demand generated by growth exceeds the ability of most local jurisdictions to unilaterally keep pace with infrastructure needs. Nassau, like most transitioning communities, is dependent on State and Federal support to accommodate growth in a responsible manner.

Requested Action: Respectfully request the Legislature to enhance funding for small county transportation infrastructure programs such as SCOP and SCRAP. These programs, and other similar

programs, provide vital revenue for small counties to deliver critical transportation projects and keep pace with growth. Additionally, it is respectfully requested of the Legislature to provide for more robust grant funding in both the Department of Environmental Protection and the Department of Economic Opportunity. Such funding will aid in the construction and expansion of centralized water and sewer to (1) eliminate septic systems and individual wells and (2) to promote economic development in rural and transitioning communities. It is requested that programs be designed to allow small, rural and/or transitioning counties to have an equitable opportunity to secure funding. To aid in accessibility of broadband/highspeed internet, it is respectfully requested of the Legislature continue to pursue programs that make universal broadband realistic and assist local government in executing installation.

Effect: The allocation of additional funds and creation of more robust programs aimed at assisting small, rural and/or transitioning counties in the execution of infrastructure projects will result in more resilient, sustainable, and livable communities for the citizens and businesses of Florida. Allowance for additional funding sources to expand water and sewer will provide for the elimination of individual well and septic systems in environmentally sensitive areas and will have the direct positive effect of reducing environmental impacts to environmentally sensitive areas. Additionally, grant funding for system expansions and fast track permitting of water and sewer system expansion will also allow enhanced economic development in rural and transitioning communities. Having the ability to quickly get water and sewer to sites already approved for industrial development will increase Florida's economic competitiveness in attracting industry.

Likewise, as stated by the NEFRC as part of the 2021 Legislative Priorities, it has been recognized that broadband has evolved to be essential infrastructure in the current age as internet connectivity has become necessary to access job opportunities, educational content, healthcare options, government benefits and numerous other services. Therefore, Nassau County supports all efforts by the State of Florida and the Department of Economic Opportunity for the provision of reliable and affordable high-speed internet access to every household and business throughout the State of Florida. These actions not only make Florida more competitive on the global scale for economic expansion and high wage jobs, but it also creates more equitable, resilient, and livable communities for the citizens of Florida.

3. Home Rule

Background: Home rule is an important and vital component of city and county government. It keeps state government from interfering on matters that should be regulated by local jurisdictions as officials should know what is best for the development of their areas and for their citizens. Recent actions by the state legislature have impaired local jurisdiction's ability to generate needed funding for infrastructure, reduced abilities to regulate certain aspects of our communities that citizens value and placed unexpected financial strain on local ad valorem tax dollars.

Requested Action: While we acknowledge there are certain items that are of State interest that warrant preemption of local authority, we respectfully request the Legislature more fully assess the impacts of enacting legislation that limits local jurisdictional control over urban planning and design, housing, tree protection, impact fees, vacation rental, and other related matters as these types of issues are not universal and are subject to the context of place - each jurisdiction is different.

Effect: Allowing local jurisdictions to apply regulations crafted in the unique context of each locality allows jurisdictions to leverage their uniqueness of place and capitalize on opportunities while at the same time creating more livable communities for our citizens.

August 16, 2021



Putnam County 2022 Legislative Priorities

1. Northern Putnam Drainage - \$4,000,000

Minimize flooding risk that directly impacts residential and agricultural properties while significantly protecting economic agricultural pursuits, future development opportunities with the construction of the outer beltway and overall environmental health conditions of the region. Rebuild certain roadways to prevent wash-away and impassibility during moderate and severe weather events. Project will span over next four years in phases.

2. South Putnam Drainage - \$560,000

This drainage outfall was constructed 50+ years ago and is quickly deteriorating. Multiple sections of the concrete "U" Channel have deteriorated and is causing multiple washouts throughout the length of the easement. This outfall drains portions of County Road 309, and a small housing development to the east of County Road 309. St. Johns Fishing Lodge Road also drains to this outfall through an open ditch. This project will tie the drainage from this road via underground 24" piping to stop the erosion prior to entering the outfall.

3. Fire and Rescue Training Facility - \$4,000,000

Currently Fire and Rescue personnel need to travel to Marion or St. Johns Counties to obtain the necessary training required to maintain and improve their life saving skills. With acquisition and remodeling of a properly sized property, Putnam County Emergency Services could establish a state-of-the-art training center at home. The facility would provide training for current and future fire rescue personnel, housing for the main central firefighting unit, and field training for students in Putnam County School District's fire vocational program, which has grown by 350% over the last few years. In time, the facility could provide partnership opportunities with local educational entities and firefighting agencies.

4. West Putnam Fire Station - \$2,000,000

Current facility is overcrowded and poorly located. A better centered, better equipped, properly staffed facility is needed to address the growing fire call volume in that part of the County. This relocation will not only improve response times for our citizens, but also help lower the home insurance rates.

5. Mental Health - \$1,000,000

Refurbish existing structure to establish location for a re-entry program in partnership with the Putnam County Sheriff's Office.

St. Johns County, Florida – Top Three (3) Legislative Priorities for 2022

1. TRANSPORTATION

Background: St. Johns County's Road network has not kept up with the County's rapid growth, resulting in severe congestion on several key roadways.

Requested Actions:

- **State Road 312, including the State Road 313 Bypass** – Request \$95 million for the proposed State Road 313 Extension/Bypass, the Lower Segment, from State Road 207 to State Road 16; request \$135 million for proposed State Road 313 Extension/Bypass, the Upper Segment, from State Road 16 north to U.S. 1.
- **County Road 2209/County Road 210 to State Road 16** – Request \$102.6 million for the proposed County Road 2209 from County Road 210 to State Road 16; ensure maximum eligibility of State, Federal, and regional funding sources for County Road 2209 by designating it as a Strategic Intermodal System (SIS) Facility from the State Road 9B Extension to the First Coast Expressway.
- **First Coast Expressway** – Provide additional capacity across the St. Johns River as part of an overall corridor that addresses the area's transportation deficiencies and serves existing and future development; construct First Coast Expressway from Interstate 95 to U.S. 17 as the next top priority segment, including interchanges at Interstate 95, County Road 2209, County Road 16A Spur, and U.S. 17, with a bridge replacement and expansion of the Shands Bridge crossing the St. Johns River.
- **Interchange Area Improvement at Interstate 95/State Road 16/County Road 208** – Request \$12 million for the purpose of improving traffic safety and congestion at this interchange of Interstate 95 and State Road 16. Construction includes conversion of a diamond interchange configuration into a diverging diamond interchange (DDI) configuration, lane addition, turn lanes, directional islands, and signal improvements.
- **Racetrack Road (Bartram Park Blvd to Bartram Springs Pkwy)** – Request \$30 million for the purpose of expanding this important east/west corridor to a four-lane road, with ultimate expansion to a six-lane facility, improving traffic safety and congestion currently experienced.
- **State Road 207 Improvements** – Request \$20 million for the widening of State Road 207 from a four-lane facility to a six-lane facility; ensure maximum eligibility of State, Federal, and regional funding sources for State Road 207 by designating it as a Strategic Intermodal System (SIS) Facility from Interstate 95 to State Road 312.
- **County Road 5A Safety Improvements** – Request \$9.5 million for the purpose of improving traffic safety and congestion, pedestrian and bike safety, and water quality on County Road 5A. Construction includes turn lanes, bike lanes, sidewalks, and stormwater ponds.
- **County Road 210 Overpass at U.S. 1** – Request \$32 million for the purpose of constructing a full interchange connecting the County Road 210 overpass to U.S. 1.
- **Expansion of St. Johns County Public Transit** – Ensure maximum eligibility of State, Federal, and regional funding sources to provide funds to expand transit service in St. Johns County. Expand

transit service provided by St. Johns County to include decreasing transit headways and expand operating time. Support collaboration with local transit agencies toward a more regional structure.

- **County Road 305 Extension from County Road 13S to State Road 206** – Request funding for the construction of a segment of County Road 305 to connect County Road 13S and State Road 206. (At the request of the Flagler Estates Community Redevelopment Area.)
- **State Road A1A Intersection Improvements** – Request \$20.6 million for State Road A1A and Palm Valley Road intersection improvements to include nine intersections from JT Butler Boulevard to Mickler Road and intersections on Palm Valley Road and Mickler Road from the Intracoastal Waterway to State Road A1A, and ensure maximum eligibility of State, Federal, and regional funding sources for SR A1A and Palm Valley Road intersection improvements.
- **County Road 203 Pedestrian and Bicycle Safety Circulation Improvements** – Request \$750,000 for County Road 203 pedestrian/bicycle safety and circulation improvements to a missing segment of sidewalk connecting State Road A1A in Duval County to State Road A1A in St. Johns County. (At the request of the Ponte Vedra Municipal Service District.)
- **Commuter Rail between Jacksonville and St. Augustine** – Request legislative appropriation to the Florida Department of Transportation for commuter rail design and construction that will connect the City of Jacksonville and the City of St. Augustine. (At the request of the City of St. Augustine.)

Effect: Funding these transportation improvements will relieve traffic congestion, clarify transportation authority, and reduce associated risks to the health, safety, and well-being of the users of those roadways.

2. ECONOMIC DEVELOPMENT / AFFORDABLE HOUSING

Background: In many circumstances, new businesses who are seeking a site for relocation or expansion request financial incentives by local, regional, and statewide entities as an inducement to make a final location selection. Providing local governments with additional confidentiality, funding mechanisms, and educational opportunities would give Florida a competitive advantage when competing for economic development and job creation. In addition, funding affordable housing would support St. Johns County's economy by providing residential opportunities for the local workforce, young families, and entry-level employees within the public and private sectors.

Requested Actions:

- **Public Record and Open Meeting Exemptions for Economic Development Agencies** – Amend Sections 286.0113 and 288.075, Florida Statutes, to enhance the confidentiality of economic development activities by allowing the Board of County Commissioners to deliberate in private regarding an economic development proposal and allow confidential information in the possession of an economic development agency to be provided to a member of the Board of County Commissioners without such communication being considered a disclosure which would terminate the confidential nature of the information.
- **Funding of State-level Economic Development and Workforce Education and Training Programs** – To support prioritization of Economic Development programs and maintain funding of initiatives aimed at helping existing businesses expand and the attraction of new businesses to enhance Florida's job creation efforts.

- **University Recruitment and Development** – Request funding for the recruitment and development of public and private universities within St. Johns County.
- **Florida Sales Tax on Commercial Rent** – Urge the St. Johns County legislative delegation to support the further reduction of and the eventual elimination of Florida’s sales tax on commercial rent during the 2021 Legislative Session. (At the request of the St. Johns County Chamber of Commerce.)
- **State Housing Initiatives Partnership (SHIP) Funding** – To encourage our delegation to support the County’s request for the full amount funds collected from St. Johns County Documentary Stamp Taxes that are paid into the Sadowski Housing Trust Fund be allocated back to the County through its annual SHIP allocation and the State not redirect affordable housing funds to other programs.

Effect: Having the ability to negotiate in the “shade” would allow St. Johns County and other public agencies throughout Florida to be more competitive with other states when vying for large-scale economic development projects. In addition, funding affordable housing creates a larger workforce available to support economic growth, business expansion, and corporate relocations.

3. WATER CONSERVATION / WATER QUALITY

Background: With the impact of State mandates, multiple hurricanes, and other environmental impacts, water quality and water conservation have increasingly become urgent issues in St. Johns County.

Requested Actions:

- **Sustainable Florida and Water Conservation** – Request the Florida Legislature support regional and local communities to address water supply development, alternative effluent reuse opportunities and provide sufficient financial resources.
- **Storm Water Trust Fund Pilot Program** – Request the Florida Legislature support legislation that establishes a pilot program for small coastal cities to improve resiliency against flooding and sea level rise. (At the request of the City of St. Augustine and City of St. Augustine Beach.)
**Update item once carried over.
- **City of St. Augustine Water, Wastewater, and Stormwater Infrastructure Funding** – Support appropriations to increase funding for increasing resiliency in water, wastewater, and stormwater infrastructure in the City of St. Augustine. (At the request of the City of St. Augustine.)
- **St. Johns County Drainage Improvements Funding** – Request \$12 million for numerous drainage system improvements and repairs throughout St. Johns County to alleviate flooding, improve traffic safety, and minimize future damage to roads, agriculture, businesses, and homes.
- **St. Johns County Reclaimed Water Infrastructure Funding** – Support appropriations to increase funding for reclaimed water infrastructure projects in St. Johns County. Request \$11.5 million for reclaimed water projects and enhance the County’s ability to provide reclaimed water, promote water conservation and reduce nutrients to water bodies.

- **State Road 207 Water Reclamation Facility Improvements** – Support appropriations for funding of infrastructure improvements to increase the capacity at the existing SR 207 Water Reclamation Facility (WRF). With the recently approved Senate Bill 64 (SB 64) requiring statewide elimination of non-beneficial surface water discharges of effluent or reclaimed water, this project eliminates approximately 1.0 million gallons a day of treated effluent being discharged to the Matanzas River and repurposes the effluent to new reclaimed water customers. The request is for \$10.0 million in funding for the expansion of the SR 207 WRF to reduce nutrients to the Matanzas River.

Effect: Funding these initiatives will allow St. Johns County to alleviate flooding and drainage concerns, address State mandates, and prepare for future environmental impacts.

St. Augustine Beach 2022 Legislative Priorities

- 1. Respect Home Rule for cities and counties and allow cities and counties to regulate short-term or vacation rentals.**

SPECIFIC ACTION REQUESTED: That the Legislators oppose bills that limit or diminish the powers cities and counties possess to govern themselves in accordance with the needs and requests of their residents; and that the Legislators oppose bills that would weaken the authority of cities and counties to regulate short-term or vacation rentals.

- 2. Increase funding for the Florida Forever program that enables cities and counties to purchase environmentally sensitive land to protect it from development.**
- 3. Provide funding for mental health facilities to help distressed persons and possibly prevent acts of mass violence.**
- 4. Provide funding for coastal cities and counties to help them prepare to meet the threat of sea level rise.**

SPECIFIC ACTIONS REQUESTED: There are two: For the Legislature to require the appropriate state agencies to develop and provide expert guidance and best practices to cities and counties on how they can protect themselves from the effects of sea level rise; and for the Legislature to appropriate money for grants that will enable cities and counties to do projects that will protect them from sea level rise.

- 5. Provide funding for cities and counties to develop stormwater management programs to prevent damage to public and private property from flooding due to increase rainfall.**
- 6. Provide funding for the undergrounding of utilities to make cities and counties sustainable as the frequency of severe storms increases in Florida.**

City of St. Augustine 2022 Legislative Priorities

SUBJECT: Land Acquisition from the Internal Improvement Trust Fund IITF)

1. **PURPOSE:** Purchase a parcel of state surplus land to construct a new fire station.

2. **DISCUSSION/FACTS:**
 - a) The IITF owns a parcel of land on State Road A1A that would be an ideal site to construct a new resilient fire station that will better serve County and City residents.

 - b) The existing fire station on Anastasia Island would be vacated and available for purchase by the Florida Department of Transportation.

 - c) The Florida Department of Transportation purchase of this parcel would provide space to construct a new A1A Roadway section which has been a hazard to vehicles, pedestrians, and bicyclists.

 - d) The new design would mitigate known traffic hazards.

3. CONCLUSIONS/ RECOMMENDATIONS:

- a) The City requests legislative support for the IITF to affect the City purchase of the parcel on Anastasia Island.

- b) A legislative appropriation for the FOOT to purchase the parcel and appropriate design and construction funding for the highway redesign at an amount identified by the FOOT.

SUBJECT: Legislative Appropriation for Construction of a new "Resilient" Fire Station

1. **PURPOSE:** Appropriate \$7.43 million dollars for construction of a new "resilient" fire station.

2. **DISCUSSION/FACTS:**
 - a) The City of St. Augustine Fire Station #2 is out of date, too small, non- conforming to current building code.

 - b) The City needs to construct a new fire station that conforms to current building code and "resiliency" standards.

 - c) A new station, in a new geographic location, can provide a better level of service to the City and County residents.

 - d) The City requests financial assistance due to the cost of the station.

3. **CONCLUSION / RECOMMENDATION:** A legislative appropriation of \$7.43 million would expedite the construction of a new, "resilient" fire station.

SUBJECT: Commuter Rail Between Jacksonville and St. Augustine

1. **PURPOSE:** Legislative appropriation to the FOOT for commuter rail design and construction.

2. DISCUSSION/FACTS:

- a) The Jacksonville Transportation Authority (JTA) has proposed and provided conceptual design to construct a commuter rail service between downtown Jacksonville to downtown St. Augustine.
- b) The rail would reduce trips on 1-95 which is about to begin a capacity expansion plan and construction.
- c) The 1-95 construction will exacerbate travel times on 1-95.
- d) The commuter rail will provide an alternative and predictable alternative to 1- 95 thereby relieving the amount of congestion.
- e) The commuter rail will result in transportation capacity which will benefit the economic health of Northeast Florida.
- f) The City of St. Augustine will invest in construction of a parking garage at the St. Augustine commuter train stop.

3. CONCLUSIONS/ RECOMMENDATIONS:

- a) The legislator appropriation phased funding to the FOOT in a financing plan recommended by the JTA.
- b) Create legislation that requires the expediting of comprehensive planning requests for approval of transit-oriented development zoning to encourage development around train stops.

SUBJECT: West Augustine Sewer Project

1. **PURPOSE:** Support for funding to address the sewer infrastructure needed to move St. John's County's West Augustine residents from septic tanks to gravity sewer.

2. DISCUSSION/FACTS:

- a) The City of St. Augustine's water and sewer service area extends outside of City limits and into St. John's County where many of the County's underserved residents live.
- b) There are currently approximately 1500 homes with septic tanks being used for their wastewater needs.
- c) There is documented nitrogen loading in the area from septic tanks.
- d) There are no gravity sewer lines available for these homes to connect to when septic tanks fail or when new homes are built. Gravity sewer in a built- out environment requires external financing.
- e) Building gravity sewer lines and converting homes from septic to gravity sewer will improve the environment and quality of life.
- f) Historically, the State Legislature has been supportive with appropriations that have been requested for construction of gravity sewer for individual streets.
- g) The City's Master Plan estimates that construction and conversion will cost approximately \$50 million.

3. **CONCLUSION/ RECOMMENDATION:** The City of St. Augustine requests a Legislative Appropriation of \$50 million so that the City can proceed with construction of gravity sewer lines throughout the community and to convert the homes from septic to gravity sewer.

SUBJECT: Transportation Infrastructure

1. **PURPOSE:** Support for the continued construction of State Road 313.

2. DISCUSSION/FACTS:

- a) The State Road 313 Bypass will create a half-loop around St. Augustine to relieve excessive congestion along U.S. 1 and provide an improved non-local travel route that bypasses the core City.
- b) Rerouting the non-local traffic will assist in easing the congestion issues presently experienced along U.S.
- c) The North Florida Transportation Planning Organization fully supports this project and has included it in their Transportation Improvement Program.

- d) The Florida Department of Transportation, in Fiscal Years 2020 and 2021, will continue working on right-of-way acquisition for State Road 313 from State Road 207 to State Road 16.
- e) Funding was provided in Fiscal Year 2020 for improvements at the U.S. 1 and State Road 313 interchange.
- f) The Florida Department of Transportation has been working on preliminary engineering to extend State Road 313 from State Road 207 to Holmes Blvd. to be let for construction in future years.

3. CONCLUSIONS/ RECOMMENDATIONS:

- a) The City of St. Augustine requests the State provide necessary funding to complete the initial phase of connecting State Road 207 with State Road 16.
- b) The City of St. Augustine requests the State provide necessary funding to continue the State Road 313 extension from State Road 16 to U.S. 1 North.

SUBJECT: Affordable Housing

1. **PURPOSE:** Support full funding of the Sadowski Trust Fund for affordable housing.

2. DISCUSSION/FACTS:

- a) The William E. Sadowski Affordable Housing Act in 1992 created a dedicated source of revenue for housing from a portion of documentary stamp taxes on real estate transactions.
- b) The legislation provided both the funding mechanism for state and local programs, as well as a flexible, but accountable framework for local programs to operate.
- c) The funds support several state and local programs that operate alongside federal housing programs.
- d) Key programs include the State Housing Initiatives Partnership Program (SHIP), the State Apartment Incentive Loan Program (SAIL), the Predevelopment Loan Program, the Homeownership Assistance Program, the Affordable Housing Guarantee Program, and the Catalyst Training and Technical Assistance Program.
- e) Funds also support homeless housing programs administered by the Florida Department of Children and Families, compliance monitoring for the SHIP Program, the Florida Housing Data Clearinghouse, and the Affordable Housing Study Commission.
- f) The 2005 Legislature adopted a cap restricting the amount of revenue that may flow into the Trust Funds to \$243 million per year, with a mechanism for a small increase overtime.

- g) The City of St. Augustine is highly dependent on the tourism industry which compensates its' employees on the low to moderate level.
- h) A large portion of the City's workforce are in desperate need of affordable housing.

3. **CONCLUSIONS / RECOMMENDATIONS:**

- a. The City of St. Augustine supports full funding of the Sadowski Trust Fund to add funds to finance affordable housing initiatives.
- b. The City of St. Augustine supports an increase in or an elimination of the cap, established by the legislature, limiting the funds that can flow into the Sadowski Trust Fund.

SUBJECT: Reuse of Reclaimed Water

1. **PURPOSE:** Support adjustments, including time extensions, for the November 1, 2021, deadline for submission of a plan for eliminating nonbeneficial surface water discharge by January 1, 2032.
2. **DISCUSSION/FACTS:** The short planning horizon required by this bill gives all providers of wastewater treatment, but especially smaller cities, an extremely short time to execute this work properly and thoroughly.
3. **CONCLUSION/ RECOMMENDATION:** The City of St. Augustine recommends adding an additional year to the current statutory deadline.

SUBJECT: Redistricting Should Not Split the City of St. Augustine

1. **PURPOSE:** To ensure that redistricting does not further divide the City of St. Augustine.
2. **DISCUSSION/FACTS:**
 - a) The City of St. Augustine anticipates legislative redistricting
 - b) The City requests that in the event of redistricting, the entirety of the City be placed in one district as a minimum. The City is currently split between legislative districts.
 - c) Secondly, to consider placing the City of St. Augustine and the City of St. Augustine Beach in the same district would provide consistency in representation of the two municipalities in Johns County.

d) Thirdly, the legislature should include the urban fringe surrounding the City in the same district.

3. **CONCLUSION / RECOMMENDATION:** Implement the recommendations stated above.

SUBJECT: Tree Pruning, Trimming, or Removal on Residential Property

1. **PURPOSE:** Support the repeal of the 2019 statute regarding tree pruning, trimming, or removal on residential property.

2. DISCUSSION/FACTS:

a) The City of St. Augustine tree canopy is held in high regards by residents.

b) Statute 163.045, passed in 2019, is detrimental to the City's tree canopy.

c) The statute does not allow local government to require any notice, application, approval permit or mitigation for tree removal if an arborist or licensed landscape architect provides the property owner with documentation stating that the tree presents a danger to persons or property.

d) The statute does not allow local government to require a replanting if a tree is removed in this manner.

e) This bill is an erosion of Home Rule.

3. **CONCLUSION/ RECOMMENDATION:** The City of St. Augustine supports the repeal of the 2019 statute regarding tree pruning, trimming, or removal on residential property.

SUBJECT: Support for Home Rule

1. **PURPOSE:** Support Home Rule for Local Governments

2. DISCUSSION/FACTS:

a) Home Rule powers ensure that cities are effectively and efficiently providing for the needs and wishes of their residents.

b) Home Rule ensures that cities can address the unique needs of its residents with local solutions.

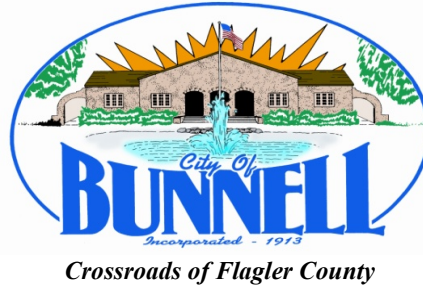
c) As State legislation is passed that limits the Home Rule powers of cities, local needs may no longer be able to be met by local government.

3. **CONCLUSION/ RECOMMENDATION:** The City of St. Augustine supports the repeal of any legislation that limits Home Rule powers for local government.

**CATHERINE D. ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

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



COMMISSIONERS:

BILL BAXLEY

DONNIE NOBLES

TONYA GORDON

July 14, 2021

Flagler County Board of County Commissioners
Attn: Heidi Petito
1769 E. Moody Blvd. Building 2
Bunnell, FL 32110

Ms. Petito:

In response to your written request dated June 18, 2021 at its July 12, 2021 City Commission Meeting, the Bunnell City Commission voted on the City's 2022 Legislative Priorities.

Attached is the list of priorities, in no particular order with additional information to explain the City's justification for choosing these priorities. As requested, the format is the same used by the Northeast Florida Regional Council (NEFRC) publication.

If you need any additional information regarding this information, please contact the City Clerk, Kristen Bates at 386-263-8808 or kbates@bunnellcity.us . Thank you.

Sincerely,

Dr. Alvin B. Jackson, Jr.
City Manager
ajackson@bunnellcity.us



City of Bunnell Northeast Florida Regional Legislative Priorities 2022

❖ **Road and transportation funding for Flagler Central Commerce Parkway:**

Background: Flagler Central Commerce Parkway is a 2-lane, 1.7-mile roadway with associated utilities. The construction of this roadway will connect State Road 100 to US Highway 1/State Road 5 and unlock over 1000 acres of property which are planned for governmental, industrial, and residential multi-family growth for development. Design has been completed and all permits have been obtained for the project. Funding for construction is the only issue holding up this project.

Requested Action: Provide local levels of funding in the amount of \$6.8 million to complete the of the construction of Flagler County Commerce Parkway.

Effect: This funding will assist the City offset capital outlays required for construction of a major roadway which benefits the entire County, increases the levels of service available to those traveling on State Road 5/US Highway 1 and State Road 100, increases ease of access to governmental offices, promotes economic growth and job creation and provides another Emergency Evacuation route for those in the County.

❖ **Wastewater Treatment Facility Infrastructure Upgrade and Modernization:**

Background: The City of Bunnell faces a problem of aged, outdated and failing utility infrastructure. The Utility Master Plan was completed and adopted in 2020. This plan outlines numerous projects that need immediate attention, as well as providing a plan to address future projects. First and foremost is the Wastewater Treatment Plant upgrade and modernization as the plant is projected to exceed the permitted capacity of 0.60 MGD by the year 2024.

Requested Action: Provide local levels of funding in the amount of \$15 million to construct and update the Wastewater Treatment Facility.

Effect: This funding will assist the City offset large capital outlays required for this aging treatment facility and help the City maintain accepted levels of services to meet immediate capacity needs and the growing needs of the City.

❖ **Remediation and Restoration of the Historic Bunnell City Hall also known as the Bunnell Coquina City Hall:**

Background: Bunnell City Hall is in the heart of the oldest city in Flagler County. The Bunnell City Hall is a unique one-story public building constructed of locally quarried coquina stone. The building was constructed during the Depression Era of the 1930's under the auspices of the Works Progress Administration (WPA), a New Deal agency organized to alleviate unemployment and placed on the National Registry of Historic Places in 2019. Some of the uses of this site are elections, board and other organizational meetings, cultural events, community outreach, summer programs for children and a place for private family events. The City had to close the building for use due to deteriorating conditions of the building and safety concerns for occupants as validated by a building inspector.

Requested Action: Provide local levels of funding in the amount of \$870,000 to remediate and restore the National Registered Historic Bunnell City Hall also known as the Bunnell Coquina City Hall.

Effect: This funding will assist the City offset a large capital outlay so that a facility vital to the community for its central location and ease of access for citizens can safely be reopened to allow for the cultural, educational and enrichment of the citizens of Flagler County and adjacent counties as well.



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 8/11/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval of Grant Agreement between the City of Bunnell and
ACOE for the Wastewater Treatment Plant Expansion/Rehab Construction
Project
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
ACOE Agreement	Contract

Summary/Highlights:

Staff is seeking approval and Mayor signature for the agreement between the Department of the Army and City of Bunnell, Florida for design and construction assistance for the City of Bunnell Comprehensive Wastewater Treatment Infrastructure Modernization Project Phase 1.

Background:

City of Bunnell has requested assistance under this authorization to modernize the current outdated Wastewater Treatment Facility, increase capacity and improve deficiencies. With a population of 3,507 residents, nearly 24.2% of the residents live below the poverty level.

Cost share requirements - 75% Federal and 25% non-Federal. The 75% Federal share may be provided in the form of grants or reimbursements of project costs. Anticipated Phase 1 cost is \$5,000,000.

Staff Recommendation:

Approval of the Grant Agreement between the City of Bunnell and ACOE for the Wastewater Treatment Plant Expansion/Rehab Construction Project.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF BUNNELL, FLORIDA
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
CITY OF BUNNELL COMPREHENSIVE WASTEWATER TREATMENT
INFRASTRUCTURE MODERNIZATION PROJECT PHASE I

THIS AGREEMENT is entered into this 22nd day of August, 2022, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Jacksonville District (hereinafter the “District Commander”) and the City of Bunnell, Florida (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in East Central and Northeast Florida, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 5061 of the Water Resources Development Act of 2007, Public Law 110-114 (hereinafter “Section 5061”);

WHEREAS, Section 5061(e)(3) provides that the Federal share of project costs under each agreement entered into under Section 5061 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$5,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means design and construction of Phase I of the environmental infrastructure for the City of Bunnell wastewater treatment facility and related facilities, including a new basin with a capacity of 1.0 million gallons per day annual average daily flow, which will contain two biological nutrient removal trains with identical processes; a headworks structure, which will contain two screening units that discharge the liquid flow into the flow equalization basin; two secondary clarifiers; three secondary sludge pumps; two disc filters and

an adjacent chlorine contact chamber and dechlorination basin; transfer pumps to a ground storage tank; conversion of the existing oxidation ditch to a facultative digester in conjunction with a new thickener; dewatering building to house a new screw press; a hardened electrical building to house new electrical gear and equipment; a new pump station; and a new operations building, as generally described in the Letter Report for Design and Construction of Phase I of the City of Bunnell Comprehensive Wastewater Treatment Infrastructure Modernization, Flagler County, Florida, dated July 2022, and approved by the Division Commander for South Atlantic Division on [MONTH DAY, YEAR].

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “project costs” means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Non-Federal Sponsor’s eligible pre-Agreement design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor’s eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor’s eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost to negotiate this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Agreement design work” means the design work performed by the Non-Federal Sponsor prior to the effective date of this Agreement that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term “betterment” means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$5,000,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor’s issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for inclusion in project costs. If the Non-Federal Sponsor incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by the Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in

accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsor shall, in accordance with Article IV.A., investigate to ensure that HTRW does not exist in, on, or under the real property interests to be acquired. The Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that such real property interests are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the

Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination.

The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Florida would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsor shall calculate such costs based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; pre-Agreement design work previously reimbursed under another agreement; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the

Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be \$6,000,000, with the amount of Federal funds available for such work limited to \$5,000,000. Costs incurred by the Government are projected to be \$500,000. Costs incurred by the Non-Federal Sponsor are projected to be \$6,000,000, which includes eligible design and construction work after the effective date of this Agreement projected to be \$3,750,000, eligible pre-Agreement design work projected to be \$700,000, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$50,000. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be \$4,500,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to “FAO, USAED, Jacksonville (K3)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
City of Bunnell, Florida
P.O. Box 756
Bunnell, Florida 32110

If to the Government:

District Commander
U.S. Army Corps of Engineers, Jacksonville District
701 San Marco Blvd.
Jacksonville, Florida 32207

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF BUNNELL, FLORIDA

BY: _____
James L. Booth
Colonel, U.S. Army
District Commander

BY: _____
Catherine Robinson
Mayor

DATE: _____

DATE: August 22, 2022



City of Bunnell, Florida

ATTACHMENTS:

Description	Type
City Manager Report- July 2022	Exhibit

City Manager's Monthly Report



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

Published: August 2022

Wishing You Well

July 18, 2022

It is with deep regret that I tender my resignation from the Bunnell City Commission, effective immediately. Due to personal health concerns I find that I must take this action.

I want to thank you, the employees, and the Commission for your excellent support during my time here with the commission. It has been a wonderful experience and I believe we have begun to build the foundation on which the future of our city will be built.

Best Regards,
Robert E. Barnes



Thank you

The City, the City Commission, all Volunteer Boards, City Staff and all those who live and work in the City of Bunnell thank Commissioner Barnes for the service he provided to Bunnell. He stepped in at a time of need within the City and performed a difficult job, with great thoroughness and forward thinking. We wish that he could have continued to serve and will be keeping him in our thoughts.

THANK YOU COMMISSIONER BARNES!!!!

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!

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 with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website www.bunnellcity.us under FORMS.



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
- New toddler and infant swings at the Commissioner Louis Jackson Park



Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. 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. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

Information Technology

Had an issue with our Facebook account. Spent quite a bit of time trying to get support from Facebook to help resolve the issue. The profile all of our FB pages were created with was called a "gray" account and is being phased out. After much back and forth was able to get it resolved.

Received quotes and ordered networking equipment for the relocation of Infrastructure to Suite 5. Going to upgrade the switches in all 3 suites. However supply chain issues may cause us to install an older switch temporarily in Suite 5. The contractor has started working on the renovations of the suite. Will be in there shortly pulling networking wires.

To aid in routing calls, developed and deployed an auto attendant on the phone system for the Police Department. Staff indicates this has cut down on transfers by at least 80%.

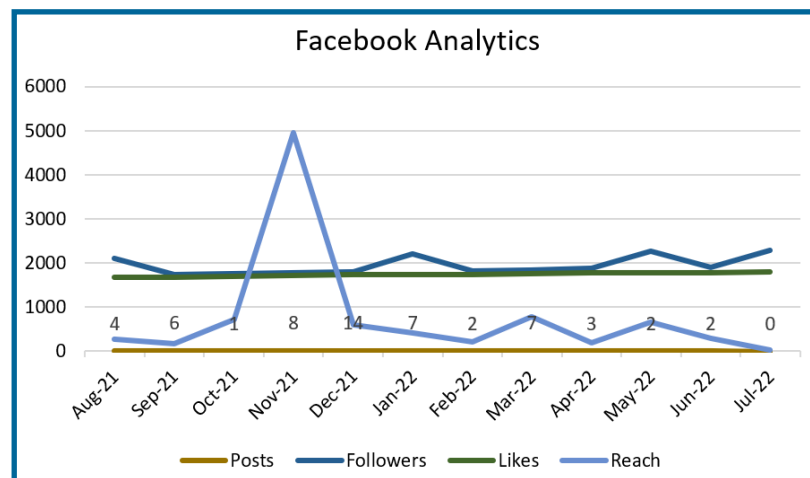
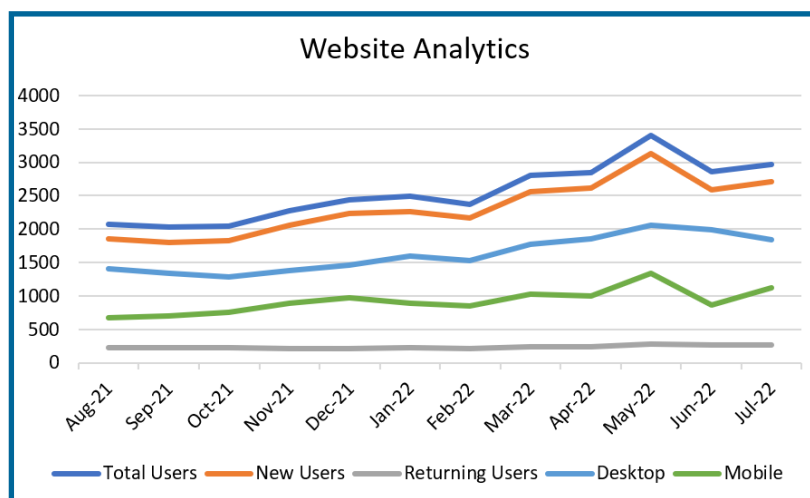
Tested and deployed an off site backup solution. With the relocation of our network servers to the water plant, all of our backups were within the same equipment rack. Adding this off site storage makes our data all the more safe. It took a couple days to send the data the first time. If we needed to pull it back down it would take time as well.

Finalized quotes, and purchased annual replacement hardware. This is usually done in January, however this year with all of the office moves, put it off in case we needed to purchase equipment to accommodate the moves. Most of the laptops have been received and are being prepared to be installed. Still have a rugged laptop, and several desktop machines yet to be shipped.

After the PD finished moving everything out of 201 W. Moody Blvd., was able to finish the decommissioning of the equipment in the building, and ordered all of the telecom and other services to the building disconnected. Had an e-waste recycler pickup decommissioned equipment.

Top 10 web pages:

- | | |
|---------------------|-----------------------|
| 1. Home Page | 6. Community |
| 2. Open Positions | 7. Contacts Directory |
| 3. Agendas | 8. Voluntary Boards |
| 4. Building Permits | 9. Infrastructure |
| 5. Police | 10. Human Resources |



City Clerk Office

The City Clerk Office published agendas for all City's Public meetings: 3 City Commission Meetings, the Planning Zoning and Appeals Board Meeting, the Code Enforcement Board Meeting and two Charter Review Advisory Committee Meetings.

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

- Facility projects– Coquina remediation; Municipal Park move
- Sale of the 201 W. Moody Blvd property preparation
- Work on and with the 2022 Charter Review Committee
- Going through official records to get ready to destroy those eligible for destruction per State guidelines; storage of official City records due to the sale of 201 W. Moody Blvd.
- RFQ2022-01 Architectural Services and Project Management for Coquina City Hall project; Bid award and project meetings
- Covering Human Resources face to face tasks and responsibilities
- Organization and correction to filing system in Human Resources
- Assistance to Community Development
- 112.25 hours spent on records requests (on those taking more than 30 minutes to complete)
- Working through on-going vehicle issues in the Solid Waste Department

Business Tax Receipts (BTRs)

Notices for BTR renewals were mailed out June 24, 2022. The City sent out 1,317 BTR Renewal notices for all registered businesses, this includes both in City and out-of-the-City businesses. Payments for FY 22/23 BTR can be processed after July 1, 2022.

Businesses should pay their BTR Renewal fees by September 30, 2022 to avoid paying penalties. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

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

2022 Charter Review

The members of the Charter Review Advisory Committee are:

Bonita Robinson (Alternate)

Daisy Henry

Darial Williams

David Wilhite

Gary Masten

Joe Kowalsky

Joe Allen

Michelle Heider

The required workshop for the Charter Review Committee was held on June 22, 2022.

The Charter Review Committee began meeting in July. Once their duties are completed, a report will be submitted to the City Commission for review and consideration.

Any recommendations to amend the Charter would be voted on in a Referendum Election to be scheduled with the Regular March 2023 Municipal Election.

2023 Municipal Election

The next scheduled election for the City of Bunnell is March 2023. There will be two Commission seats up for election. There will also be a Special Election to fill the vacancy created with the resignation of Commissioner Barnes. These are two different races.

Stay tuned to the City website and this report for information on when the Candidate Handbook will be available. This is a very useful tool for anyone considering running for City Office. It provides very important dates and deadlines for qualifying and campaign reports. This handbook will most likely be ready in October.

To be placed on the ballot you must qualify to run. The City Clerk is the Municipal Elections Officer. If you have questions about the upcoming election, contact the City Clerk.

Human Resources

ANNIVERSARIES: The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Kenneth Harris— July 6, 15 Years!

Christine Hancock— July 11, 13 Years!

Alexander Kilpatrick— July 24, 1 Year!

**HAPPY
ANNIVERSARY**

NEW EMPLOYEES: The City wants to give a warm welcome to our newest employees :

July 2— Larry Robinson, Lead Wastewater Plant Operator

July 25— Louis Granda, Wastewater Plant Operator Trainee



WE ARE HIRING. OPEN POSITIONS:

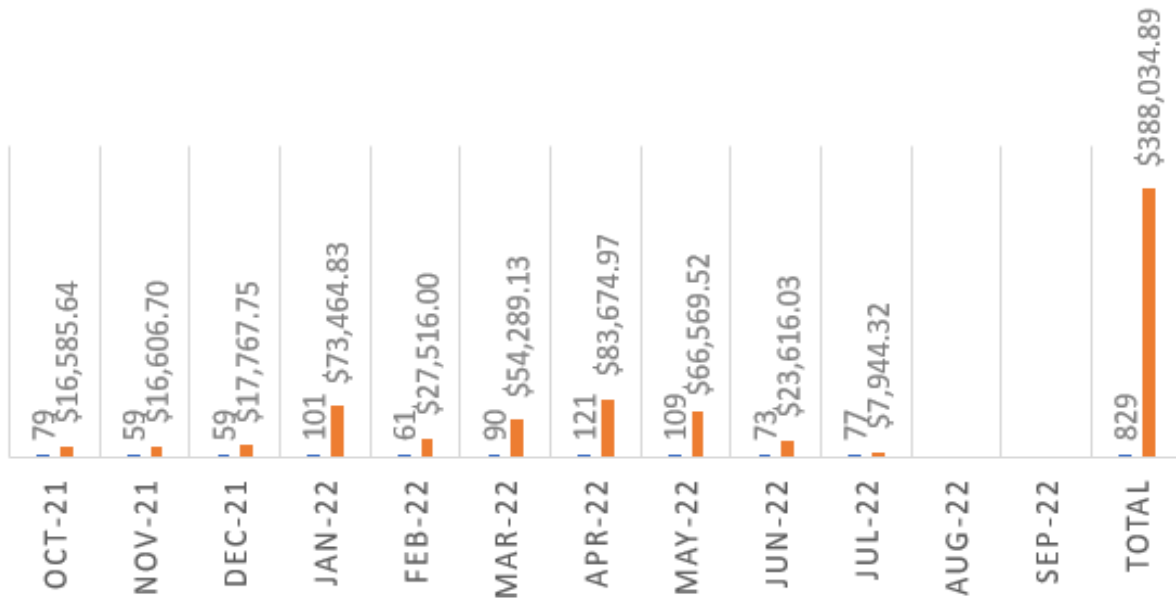
Water Plant Operator

Wastewater Plant Operator

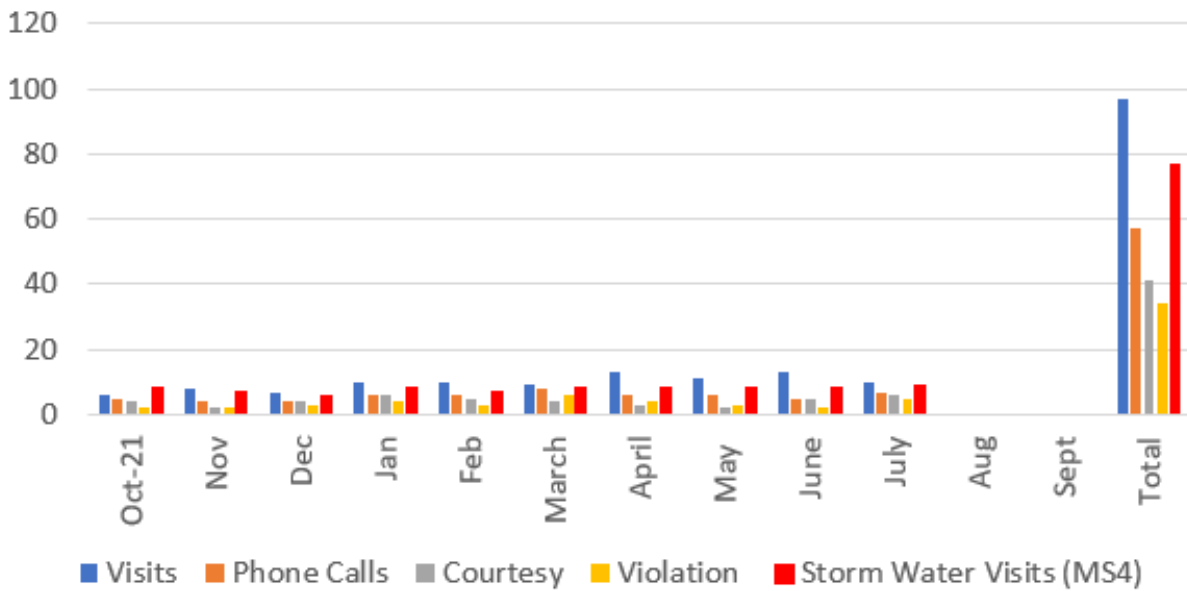
Community Development

PERMITS

of Permits Permit Amount



Code Enforcement



No impact fees collected in July.

Projects

Grant Projects:	Expense	Grant Amt
Community Development Block Grant (CDBG) - Hymon: Design and bid documents in process. Surveying and locating to be scheduled.	\$7,500	\$700,000
Hazard Mitigation Grant Program (HMGP) - Mobile Generators: Grant reimbursement and closeout in process.	\$122,411	\$ 122,411
2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Grant reimbursement and closeout in process.	\$441,895	\$ 500,000
Master Plan Projects:		Funding Amt
WWTP Rehab/Expansion Construction Funding: SRF Loan Agreement received for review and signature. Awaiting FDEP Permit.		\$12,000,000
SJRWMD REDI Grant Agreement in process.		\$ 500,000
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.		\$ 7,080,000
In-House Projects: 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. Project completed.	Expense \$5,996	Budget \$15,000

Infrastructure

Capacities WTP/WWTP

- Capacity for the WWTP in July 2022 was 69% with a total of 9.46" of rainfall. Total influent flow for the month was 12.824MG, with a Daily Average of 0.414MG
- The WTP produced 11.300MG of drinking water, with a daily production average of 0.364MG in July 2022.
- Total Billed Meters July- 2101

Police Department

PATROL OPERATIONS July 2022

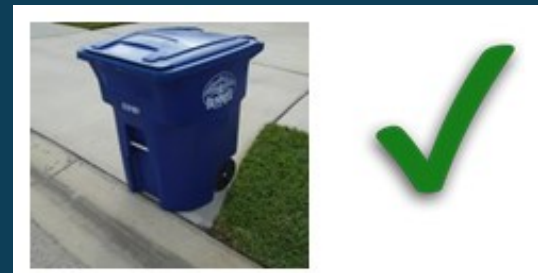
	This Month	Same Month Last Year	Year to Date
Residential Burglaries	0	1	6
Vehicle Burglaries	1	3	7
Business Burglaries	0	0	2
Auto Thefts / Recovered	1 / 1	1 / 3	9 / 11
Traffic Crashes	13	16	122
Traffic Stops	298	103	1463
- Citations	55	11	198
- Written Warnings	179	15	612
Warrants Attempted / Served	11 / 2	11 / 2	85 / 25
Reports Written	100	97	847
Arrests	22	19	154
- Felony	12	11	68
- Misdemeanor	10	8	86
Criminal Charges Filed	57	39	269
- Felony	28	18	108
- Misdemeanor	29	21	161
Public Records Requests	32	N/A	251
Security Checks	1157	804	5512
Community Policing	512	963	3743

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	125.66 Tons	9.66
Residential Recycle	24.48 Tons	1.88
Yard Waste	90 Yards	4.5
Commercial Garbage	183.18 Tons	14.09
Commercial Cardboard	16.61 Tons	1.28
Scrap Metal	0	0
Construction & Demolition and Bulk debris	20.35 Tons	5.81
Waste Tires	0	0

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 to 3 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 has passed your location
- ⇒ 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)