

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

VACANT

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, September 12, 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:

B.1. Proclamation: Recovery Month

B.2. Proclamation: Half Cent for Flagler Schools

B.3. Presentation: Citizen Commendations from the Police Department

B.4. Presentation: Police Officer of the 2nd Quarter

B.5. Presentation: Medal of Valor to Alex Kilpatrick

C. Consent Agenda:

C.1. Approval of Warrant

a. September 12, 2022 Warrant

C.2. Approval of Minutes

a. August 22, 2022 City Commission Workshop- Fiscal Year 2022/2023
Enterprise Funds Budget

b. August 22, 2022 City Commission Meeting

C.3. Approval of Information Sharing - FL Department of Revenue

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):

- E.1.** Ordinance 2022-19 Requesting the Voluntary Contraction of the City's Boundary for a 1,979± acre property located north of State Highway 100. - Second Reading
- E.2.** 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- Second Reading.
- E.3.** 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" - Second Reading

F. Resolutions: (Legislative):

- F.1.** Public Hearing to consider the FY 2022/2023 Tentative Millage Rate
- F.2.** Public Hearing to consider the FY 2022/2023 Tentative Budget
- F.3.** Resolution 2022-09 Request to Sign FDOT Highway Maintenance Memorandum of Agreement

G. Old Business:

- G.1.** Discussion on the City Commission Vacancy

H. New Business: None

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **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 September 6, 2022



Proclamation

WHEREAS mental health and substance use disorders affect all communities nationwide, but with commitment and support, those impacted can embark on a journey of improved health and overall wellness; and

WHEREAS the focus of Recovery Month is to celebrate all people that make the journey of recovery possible by embracing the tagline, "Recovery is For Everyone: Every Person, Every Family, Every Community;" and

WHEREAS the impact of mental health and substance use disorders is apparent in our local community, and an estimated 15 thousand people in Flagler County are affected by these conditions; and

WHEREAS through Recovery Month, people become more aware and able to recognize the signs of mental health and substance use disorders and encourages people in need of recovery services to seek help; and

WHEREAS managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally; and

WHEREAS The Recovery Month observance continues to work to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about the effective services that are available.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim the month of September, as "RECOVERY MONTH" in the City of Bunnell and call upon our community to observe this month through compelling programs and events that support this year's observance and the spread the message "Recovery is For Everyone: Every Person, Every Family, Every Community."

Adopted this 12th day of September 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



WHEREAS, the Flagler County School District vision states, "As a courageous, innovative leader in education, Flagler Schools will be the Nation's premier learning organization where all students graduate as socially responsible citizens with the skills necessary to reach their maximum potential"; and

WHEREAS, the ½ cent for Flagler Schools has provided approximately \$100 million over the last 20 years, primarily in technology projects that has heralded Flagler Schools to be recognized as innovative leaders in education; and

WHEREAS, the ½ cent for Flagler Schools provided the tools for our schools that supported achieving an "A" district rating in 2019; and

WHEREAS, continuing the ½ cent for Flagler Schools will provide outstanding Classroom to Careers programs that raise the quality of our workforce; and

WHEREAS, continuing the ½ cent for Flagler Schools can provide the tools to support every school in Flagler County achieving an "A" rated school; and

WHEREAS, continuing the ½ cent for Flagler Schools will provide an estimated additional \$80 million over the next 10 years to Flagler County which benefits every citizen and resident in Flagler County; and

WHEREAS, continuing the ½ cent for Flagler Schools will not raise taxes; and

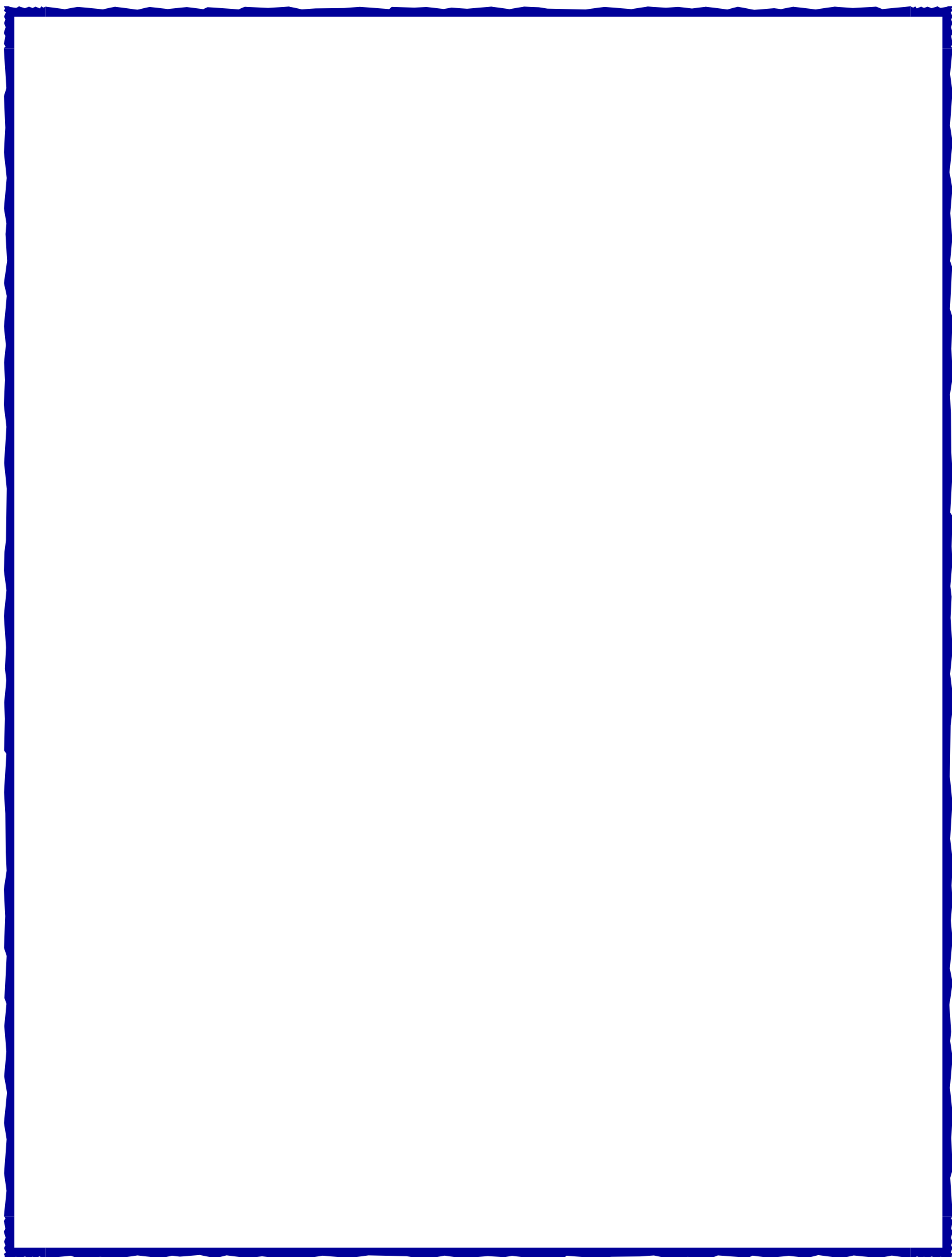
WHEREAS, the City of Bunnell encourages every voter to vote in favor of the ½ cent sales tax renewal for Flagler Schools in the upcoming elections.

NOW, THEREFORE, I, Catherine D. Robinson, as the Mayor of the City of Bunnell, Florida and the members of the Bunnell City Commission by the authority vested in us through the Bunnell City Character do hereby proclaim the months of September to November as "Half Cent for Flagler Schools Months" and encourage all citizens of Bunnell to support the future of Flagler County Schools and our community by showing their support and commitment to our children and our community by voting to continue the ½ cent sales tax in the upcoming election.

Adopted this 12th day of September 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk





City of Bunnell, Florida

ATTACHMENTS:

Description
Warrant 9-12-2022

Type
Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07677 - 09.12.2022 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Adrian Calderin					
	06/13/2022	Adrian Calderin	DSC - Tuition Reimbursement ...	001-0524-524.5500	936.24
Vendor Adrian Calderin Total:					936.24
Vendor: Advance Stores Company, Incorporated					
	08/17/2022	Advance Stores Company, Inco...	Maintenance Service for #940	401-0533-533.4620	57.60
	08/17/2022	Advance Stores Company, Inco...	Battery for #730	001-0541-541.4640	43.70
	08/25/2022	Advance Stores Company, Inco...	Replacement Battery for #940	401-0533-533.4620	135.49
	08/31/2022	Advance Stores Company, Inco...	Replace Battery #735	001-0572-572.4640	43.70
	09/02/2022	Advance Stores Company, Inco...	#723 Mower Service	401-0533-533.4640	54.66
Vendor Advance Stores Company, Incorporated Total:					335.15
Vendor: Advanced Environmental Laboratories, Inc.					
	09/01/2022	Advanced Environmental Labo...	Water Testing August 2022	404-0535-535.3400	771.06
Vendor Advanced Environmental Laboratories, Inc. Total:					771.06
Vendor: AG-PRO, LLC					
	08/04/2022	AG-PRO, LLC	Weedeater Rack for Gator	001-0541-541.5264	858.88
Vendor AG-PRO, LLC Total:					858.88
Vendor: Alliant Engineering Inc					
	08/20/2022	Alliant Engineering Inc	Hymon Circle Community & Bl...	001-0538-538.6300	6,648.50
Vendor Alliant Engineering Inc Total:					6,648.50
Vendor: American Family Life Assurance Company of Columbus					
	08/15/2022	American Family Life Assuranc...	AFLAC - September 2022	001-2185000	917.72
Vendor American Family Life Assurance Company of Columbus Total:					917.72
Vendor: Angela Willams					
	08/24/2022	Angela Willams	VLMCC Repass for Funeral 8/3...	001-2201000	150.00
Vendor Angela Willams Total:					150.00
Vendor: Atlantic Pipe Services LLC					
	08/26/2022	Atlantic Pipe Services LLC	FUEL RECOVERY FEE	404-0535-535.3400	150.00
	08/26/2022	Atlantic Pipe Services LLC	LIFT STATION CLEANING	404-0535-535.3400	2,080.00
Vendor Atlantic Pipe Services LLC Total:					2,230.00
Vendor: Axon Enterprise Inc					
	04/21/2022	Axon Enterprise Inc	5 month contract extension	001-0521-521.4640	800.00
Vendor Axon Enterprise Inc Total:					800.00
Vendor: Blue Cross Blue Shield of Florida					
	08/25/2022	Blue Cross Blue Shield of Flori...	FCL September 2022	001-2184000	1,263.64
Vendor Blue Cross Blue Shield of Florida Total:					1,263.64
Vendor: Bunnell Auto Supply, Inc.					
	08/16/2022	Bunnell Auto Supply, Inc.	Headlight	402-0534-534.4620	11.72
	08/18/2022	Bunnell Auto Supply, Inc.	Fuel Additive for Bobcat #504	001-0541-541.4640	19.90
	08/22/2022	Bunnell Auto Supply, Inc.	Relay Replacement #920	001-0541-541.4640	16.60
	08/24/2022	Bunnell Auto Supply, Inc.	Push Starter Brass, Flat Washer..	402-0534-534.4620	11.25
	08/24/2022	Bunnell Auto Supply, Inc.	Push Starter Brass, Flat Washer,...	402-0534-534.4620	6.75
	08/29/2022	Bunnell Auto Supply, Inc.	Adapters - Trailer 831	402-0534-534.5264	33.56
Vendor Bunnell Auto Supply, Inc. Total:					99.78
Vendor: Central Hydraulics, Inc.					
	08/26/2022	Central Hydraulics, Inc.	12 Volt Power Unit, Trigger Gu...	402-0534-534.5264	634.41
	08/26/2022	Central Hydraulics, Inc.	12 Volt Power Unit, Trigger Gu...	402-0534-534.5265	82.85
Vendor Central Hydraulics, Inc. Total:					717.26
Vendor: Charles J. Cino					
	08/14/2022	Charles J. Cino	Code Enforcement Board 8/14...	001-0524-524.3102	375.00
Vendor Charles J. Cino Total:					375.00

Expense Approval Register

Packet: APPKT07677 - 09.12.2022 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Charter Communications Holdings LLC					
	08/10/2022	Charter Communications Hold...	1769 E Moody BLVD 08/09-09...	001-0519-519.4100	128.44
	08/15/2022	Charter Communications Hold...	405 E Drain St 8/13-9/12/22	001-0572-572.4100	19.99
	08/21/2022	Charter Communications Hold...	200 Tolman St 8/26-9/25/22	404-0535-535.4100	109.26
			Vendor Charter Communications Holdings LLC Total:		257.69
Vendor: Christopher Scott Zwirn					
	08/22/2022	Christopher Scott Zwirn	Glock 43 - Opric - Sights	001-0521-521.5264	1,015.00
			Vendor Christopher Scott Zwirn Total:		1,015.00
Vendor: City of Bunnell - WS O&M					
	08/31/2022	City of Bunnell - WS O&M	01-0040-01 AUG 2022	001-0572-572.4300	568.18
	08/31/2022	City of Bunnell - WS O&M	01-5270-01 AUG 2022	401-0533-533.4300	169.45
	08/31/2022	City of Bunnell - WS O&M	02-2060-09 AUG 2022	001-0519-519.4300	241.23
	08/31/2022	City of Bunnell - WS O&M	02-2070-07 AUG 2022	001-0519-519.4300	221.58
	08/31/2022	City of Bunnell - WS O&M	02-2080-08 AUG 2022	001-0519-519.4300	232.13
	08/31/2022	City of Bunnell - WS O&M	02-2503-00 AUG 2022	404-0535-535.4300	82.38
	08/31/2022	City of Bunnell - WS O&M	02-3191-00 AUG 2022	001-0541-541.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	03-0161-00 AUG 2022	404-0535-535.4300	83.48
	08/31/2022	City of Bunnell - WS O&M	03-0320-01 AUG 2022	001-0572-572.4300	1,056.45
	08/31/2022	City of Bunnell - WS O&M	03-0370-01 AUG 2022	001-0572-572.4300	416.93
	08/31/2022	City of Bunnell - WS O&M	03-0545-00 AUG 2022	404-0535-535.4300	82.47
	08/31/2022	City of Bunnell - WS O&M	03-1541-00 AUG 2022	404-0535-535.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	03-4991-00 AUG 2022	001-0541-541.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	03-5151-00 AUG 2022	001-0541-541.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	03-5191-00 AUG 2022	001-0572-572.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	03-5240-01 AUG 2022	404-0535-535.4300	395.35
	08/31/2022	City of Bunnell - WS O&M	03-5260-01 AUG 2022	001-0541-541.4300	814.65
	08/31/2022	City of Bunnell - WS O&M	04-0170-02 AUG 2022	404-0535-535.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	04-1140-01 AUG 2022	001-0572-572.4300	270.23
	08/31/2022	City of Bunnell - WS O&M	04-2181-00 AUG 2022	404-0535-535.4300	82.98
	08/31/2022	City of Bunnell - WS O&M	04-3031-00 AUG 2022	001-0541-541.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	04-3032-00 AUG 2022	404-0535-535.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	04-3360-01 AUG 2022	404-0535-535.4300	82.29
	08/31/2022	City of Bunnell - WS O&M	06-0327-01 AUG 2022	404-0535-535.4300	82.29
			Vendor City of Bunnell - WS O&M Total:		5,540.39
Vendor: Communications International, Inc.					
	08/17/2022	Communications International,...	Radar Certifications	001-0521-521.5200	167.50
			Vendor Communications International, Inc. Total:		167.50
Vendor: Dana Safety Supply, Inc.					
	05/17/2022	Dana Safety Supply, Inc.	Ballistic Vest Carriers-Conceal...	001-0521-521.5220	340.00
	05/17/2022	Dana Safety Supply, Inc.	Ballistic Vests and Carriers	001-0521-521.5220	2,216.00
	05/31/2022	Dana Safety Supply, Inc.	Ballistic Vest Carriers-Outer	001-0521-521.5220	415.00
	07/15/2022	Dana Safety Supply, Inc.	RMA Alterations / Vest	001-0521-521.5220	165.75
	07/15/2022	Dana Safety Supply, Inc.	RMA Alterations / Vest	001-0521-521.5220	165.75
	07/19/2022	Dana Safety Supply, Inc.	Freight	001-0521-521.4620	156.69
	07/19/2022	Dana Safety Supply, Inc.	Labor to repair and install	001-0521-521.4620	325.00
	07/19/2022	Dana Safety Supply, Inc.	Patrol Vehicle Partition	001-0521-521.4620	755.30
			Vendor Dana Safety Supply, Inc. Total:		4,539.49
Vendor: Darrell Jones					
	08/17/2022	Darrell Jones	Safety Shoe Reimbursement	001-0541-541.5220	85.59
			Vendor Darrell Jones Total:		85.59
Vendor: DG Hardware, Inc.					
	04/06/2022	DG Hardware, Inc.	Fasteners x4	402-0534-534.4620	13.24
	04/06/2022	DG Hardware, Inc.	Shovel	402-0534-534.5265	31.99
	08/17/2022	DG Hardware, Inc.	v	401-0533-533.5205	14.35
	08/17/2022	DG Hardware, Inc.	Swiffer Wet Mop Pads & Liquid..	001-0572-572.5200	79.33
	08/18/2022	DG Hardware, Inc.	Flex Seal Tape, Drill Bits Set, Ri...	402-0534-534.5200	47.60
	08/18/2022	DG Hardware, Inc.	Pipe Cutter PVC	402-0534-534.5265	42.35
	08/25/2022	DG Hardware, Inc.	Hand Tools WTP	401-0533-533.5265	71.98

Expense Approval Register

Packet: APPKT07677 - 09.12.2022 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/30/2022	DG Hardware, Inc.	Spring Link ss Silver 3/8"	402-0534-534.5264	15.29
	08/30/2022	DG Hardware, Inc.	Toilet Repair Kit	001-0572-572.4610	34.23
	08/05/2022	DG Hardware, Inc.	Fasteners	402-0534-534.4620	4.69
			Vendor DG Hardware, Inc. Total:		355.05
Vendor: Dr Townsend & Associates, PA					
	08/16/2022	Dr Townsend & Associates, PA	Rectuit Evaluation - Jacob Krak...	001-0521-521.3400	300.00
			Vendor Dr Townsend & Associates, PA Total:		300.00
Vendor: EBH Custom Concrete LLC					
	09/02/2022	EBH Custom Concrete LLC	Concrete Slab at New location...	001-0572-572.6300	2,950.00
			Vendor EBH Custom Concrete LLC Total:		2,950.00
Vendor: Environmental Land Services of Flagler County, Inc					
	08/19/2022	Environmental Land Services of..	Garbage Dumping 8/12-8/18/...	402-0534-534.3400	4,536.49
	08/26/2022	Environmental Land Services of..	Garbage Dumping - 8/19-8/25...	402-0534-534.3400	4,549.33
	09/02/2022	Environmental Land Services of..	Garbage Dumping - 8/26-9/1/...	402-0534-534.3400	4,335.45
			Vendor Environmental Land Services of Flagler County, Inc Total:		13,421.27
Vendor: Evergreen Solutions, LLC					
	08/24/2022	Evergreen Solutions, LLC	Compensation Study Tasks 5-8	001-0513-513.3400	2,890.00
			Vendor Evergreen Solutions, LLC Total:		2,890.00
Vendor: Expert Chemical Sales & Service LLC					
	08/25/2022	Expert Chemical Sales & Servic...	Center Pull Towels Toilet Paper..	001-0572-572.5200	511.00
			Vendor Expert Chemical Sales & Service LLC Total:		511.00
Vendor: Ferguson Waterworks #3650					
	08/01/2022	Ferguson Waterworks #3650	Meters Item# NED2B31RPWG...	401-0533-533.5264	11,269.50
	08/01/2022	Ferguson Waterworks #3650	Meter Boxes Item#DDFW1200...	401-0533-533.5264	125.13
	08/01/2022	Ferguson Waterworks #3650	3/4X1/8 RUB CONN WSHR It...	401-0533-533.5264	37.50
	08/01/2022	Ferguson Waterworks #3650	3/4X1/16 RUB CONN WSHR It...	401-0533-533.5264	35.00
	08/01/2022	Ferguson Waterworks #3650	3/4X1/16 RUB CONN WSHR It...	404-0535-535.5264	35.00
	08/01/2022	Ferguson Waterworks #3650	Meter Boxes Item#DDFW1200...	404-0535-535.5264	125.12
	08/01/2022	Ferguson Waterworks #3650	3/4X1/8 RUB CONN WSHR It...	404-0535-535.5264	37.50
	08/01/2022	Ferguson Waterworks #3650	Meters Item# NED2B31RPWG...	404-0535-535.5264	11,269.50
	09/01/2022	Ferguson Waterworks #3650	Inventory & Repair Parts Distri...	401-0533-533.5205	1,081.15
			Vendor Ferguson Waterworks #3650 Total:		24,015.40
Vendor: Flagler CDS, Inc.					
	08/15/2022	Flagler CDS, Inc.	Top/Fill Soil fr Washouts/Road...	001-0541-541.5300	297.00
			Vendor Flagler CDS, Inc. Total:		297.00
Vendor: Flagler County Board of County Commissioners					
	08/12/2022	Flagler County Board of County..	Repair Unit BPD-142	001-0521-521.4620	145.15
			Vendor Flagler County Board of County Commissioners Total:		145.15
Vendor: Flagler County Sheriff's Office					
	08/11/2022	Flagler County Sheriff's Office	Revenue Request - Sept. 2022 ...	001-0521-521.3400	10,010.44
			Vendor Flagler County Sheriff's Office Total:		10,010.44
Vendor: Flagler Humane Society					
	08/25/2022	Flagler Humane Society	Litigation Intake and Hold - 3 ...	001-0562-562.3402	1,710.00
			Vendor Flagler Humane Society Total:		1,710.00
Vendor: Florida Georgia Aquatic Services LLC					
	01/03/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service Ja...	001-0572-572.4900	82.50
	02/01/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service Fe...	001-0572-572.4900	82.50
	03/01/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service M...	001-0572-572.4900	82.50
	04/01/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service Ap...	001-0572-572.4900	82.50
	05/02/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service M...	001-0572-572.4900	82.50
	06/01/2022	Florida Georgia Aquatic Servic...	Lake Lucile Monthly Service Ju...	001-0572-572.4900	82.50
			Vendor Florida Georgia Aquatic Services LLC Total:		495.00
Vendor: Florida Health Care Plans, Inc.					
	08/01/2022	Florida Health Care Plans, Inc.	FHCP August 2022 T66	001-2184000	30,781.44
	08/01/2022	Florida Health Care Plans, Inc.	FHCP August 2022 - Retiree	001-2184500	1,985.93

Expense Approval Register

Packet: APPKT07677 - 09.12.2022 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/01/2022	Florida Health Care Plans, Inc.	FHCP August 2022 T23	001-2184000	3,323.72
			Vendor Florida Health Care Plans, Inc.	Total:	36,091.09
Vendor: Galls Parent Holdings, LLC					
	03/17/2022	Galls Parent Holdings, LLC	Name Plate - Ogden, Homen, ...	001-0521-521.5220	45.19
			Vendor Galls Parent Holdings, LLC Total:	Total:	45.19
Vendor: GRAINGER PARTS					
	08/25/2022	GRAINGER PARTS	Pipes and Fittings for WTP Inve...	401-0533-533.5205	745.11
			Vendor GRAINGER PARTS	Total:	745.11
Vendor: Grant Professionals, Inc.					
	07/31/2022	Grant Professionals, Inc.	Grant Management Services 7...	001-0521-521.3400	1,500.00
	08/31/2022	Grant Professionals, Inc.	Grant Management Services 8...	001-0521-521.3400	1,500.00
			Vendor Grant Professionals, Inc. Total:	Total:	3,000.00
Vendor: Hawkins Inc					
	08/12/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	498.00
	08/12/2022	Hawkins Inc	Chemicals for WTP	401-0533-533.5205	1,574.45
	08/26/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	540.00
	09/02/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	450.00
			Vendor Hawkins Inc Total:	Total:	3,062.45
Vendor: HD Supply Facilities Maintenance Ltd					
	08/22/2022	HD Supply Facilities Maintena...	Electrode Cartridge WWTP	404-0535-535.4640	561.36
			Vendor HD Supply Facilities Maintenance Ltd Total:	Total:	561.36
Vendor: Heroes Uniforms and Scrubs					
	03/29/2022	Heroes Uniforms and Scrubs	Patehes(5) Uniform Pants(5)	001-0521-521.5220	533.00
			Vendor Heroes Uniforms and Scrubs Total:	Total:	533.00
Vendor: Joreb Inc					
	03/30/2022	Joreb Inc	Parts/Repairs #722 Mower	001-0572-572.4640	717.03
	08/17/2022	Joreb Inc	Replacement Pullys for #730	001-0541-541.4640	235.38
	08/18/2022	Joreb Inc	Weed Prevention	001-0541-541.5200	211.98
			Vendor Joreb Inc Total:	Total:	1,164.39
Vendor: Joseph Pozzuoli Architect, P.A.					
	08/30/2022	Joseph Pozzuoli Architect, P.A.	New Admin Complex Renderin...	001-0519-519.3100	625.00
			Vendor Joseph Pozzuoli Architect, P.A. Total:	Total:	625.00
Vendor: Kerri A Uebel					
	07/28/2022	Kerri A Uebel	Chain Repair Parts for #414 Po...	001-0541-541.4640	40.92
	08/30/2022	Kerri A Uebel	2-Cycle Oil for Mix Fuel Tank	001-0541-541.5200	33.98
	09/02/2022	Kerri A Uebel	#723 Mower Service	401-0533-533.4640	83.10
			Vendor Kerri A Uebel Total:	Total:	158.00
Vendor: Kim Reynolds					
	09/01/2022	Kim Reynolds	Joanne B King Park - Kids Soccer	001-2200000	75.00
			Vendor Kim Reynolds Total:	Total:	75.00
Vendor: Kimball Midwest					
	08/25/2022	Kimball Midwest	Replenish Fleet Supplies	001-0549-549.5200	3,727.38
			Vendor Kimball Midwest Total:	Total:	3,727.38
Vendor: Liberty National Life Insurance					
	09/01/2022	Liberty National Life Insurance	Liberty September 2022	001-2185000	775.09
			Vendor Liberty National Life Insurance	Total:	775.09
Vendor: LOCI Architects, LLC					
	08/04/2022	LOCI Architects, LLC	Specifications and Code Resea...	001-0572-572.3100	3,710.00
	09/02/2022	LOCI Architects, LLC	Southside Blueprint Printing of...	001-0572-572.3100	15,797.47
			Vendor LOCI Architects, LLC Total:	Total:	19,507.47
Vendor: Lowe's Companies, Inc					
	08/24/2022	Lowe's Companies, Inc	Storage Racks for PW	001-0541-541.5264	339.92
	08/29/2022	Lowe's Companies, Inc	Asphalt Repair Tavern Parking ...	401-0533-533.5205	269.85
			Vendor Lowe's Companies, Inc Total:	Total:	609.77

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Lynch Oil Company					
	09/01/2022	Lynch Oil Company	Dyed Diesel Fuel	404-0535-535.5210	717.19
	09/01/2022	Lynch Oil Company	Dyed Diesel Fuel	401-0533-533.5210	796.87
			Vendor Lynch Oil Company Total:		1,514.06
Vendor: MAGIC OVERHEAD DOOR CO. INC					
	08/18/2022	MAGIC OVERHEAD DOOR CO. ...	Repair Jammed PW Building D...	001-0541-541.4610	347.50
			Vendor MAGIC OVERHEAD DOOR CO. INC	Total:	347.50
Vendor: Maudlin International Trucks					
	04/01/2022	Maudlin International Trucks	Grar & Assembly, Filter, P/S, Oi..	402-0534-534.4620	859.11
			Vendor Maudlin International Trucks Total:		859.11
Vendor: McGrath RentCorp and Subsidiaries					
	08/24/2022	McGrath RentCorp and Subsid...	24 Mth Lease 8/24-9/22/22	001-0519-519.4400	1,885.70
			Vendor McGrath RentCorp and Subsidiaries Total:		1,885.70
Vendor: Michael Leo Dove					
	08/23/2022	Michael Leo Dove	Building Inspections 8/23-8/30...	001-0524-524.3401	1,516.00
	08/09/2022	Michael Leo Dove	Building Inspections 8/9-8/22/...	001-0524-524.3401	2,355.00
			Vendor Michael Leo Dove Total:		3,871.00
Vendor: MLG Municipal Services LLC					
	09/01/2022	MLG Municipal Services LLC	Building Official Monthly Pay	001-0524-524.3401	2,400.00
			Vendor MLG Municipal Services LLC Total:		2,400.00
Vendor: New Directions					
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0511-511.2300	32.44
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0512-512.2300	19.46
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0513-513.2300	34.39
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0516-516.2300	3.57
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0521-521.2300	97.32
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0524-524.2300	25.95
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0541-541.2300	35.04
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0549-549.2300	6.49
	08/01/2022	New Directions	EAP Services 8/22-10/22	001-0572-572.2300	25.95
	08/01/2022	New Directions	EAP Services 8/22-10/22	401-0533-533.2300	54.18
	08/01/2022	New Directions	EAP Services 8/22-10/22	402-0534-534.2300	26.28
	08/01/2022	New Directions	EAP Services 8/22-10/22	404-0535-535.2300	54.18
			Vendor New Directions Total:		415.25
Vendor: Newsom Oil Company					
	08/11/2022	Newsom Oil Company	55 al Drum of AW 68x2	402-0534-534.5200	1,127.50
			Vendor Newsom Oil Company	Total:	1,127.50
Vendor: Nextran					
	06/02/2022	Nextran	Slack Adjuster Auto x4 - Sensor	402-0534-534.4620	429.53
	06/21/2022	Nextran	Speed Sensor HD 4560 Truck 9...	402-0534-534.4620	287.86
	07/28/2022	Nextran	Exhaust Pipe, Clamp, Hose Co...	402-0534-534.4620	594.32
	08/10/2022	Nextran	Fitting #929	402-0534-534.4620	4.33
	08/25/2022	Nextran	Clear Codes and Run Regen	402-0534-534.4600	347.20
			Vendor Nextran Total:		1,663.24
Vendor: Nicholson A/C & Heating, Inc.					
	09/01/2022	Nicholson A/C & Heating, Inc.	Ice Machine Rental - Sept. 2022	001-0541-541.4400	130.00
			Vendor Nicholson A/C & Heating, Inc. Total:		130.00
Vendor: North America Fire Equipment Co Inc					
	06/01/2022	North America Fire Equipment...	Uniform Patches - Subdued/Ful..	001-0521-521.5220	409.21
	06/01/2022	North America Fire Equipment...	Uniform Patch Digitization	001-0521-521.5220	35.00
	07/05/2022	North America Fire Equipment...	Uniform Under-Vest Shirts	001-0521-521.5220	125.25
	07/05/2022	North America Fire Equipment...	Uniform Purchase	001-0521-521.5220	380.00
			Vendor North America Fire Equipment Co Inc Total:		949.46
Vendor: Northeast Florida Regional Council					
	09/01/2022	Northeast Florida Regional Co...	COB's Comprehensive Plan	001-0524-524.3400	7,500.00
			Vendor Northeast Florida Regional Council Total:		7,500.00

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: ODYSSEY MANUFACTURING COMPANY					
	08/24/2022	ODYSSEY MANUFACTURING C...	Bulk Salt	401-0533-533.5205	4,576.65
			Vendor ODYSSEY MANUFACTURING COMPANY	Total:	4,576.65
Vendor: O'Reilly Automotive Inc					
	08/26/2022	O'Reilly Automotive Inc	Training Power Module & Junc...	001-0549-549.5500	39.99
			Vendor O'Reilly Automotive Inc Total:	Total:	39.99
Vendor: Palm Coast Observer, LLC					
	07/21/2022	Palm Coast Observer, LLC	Notice Public Hearing Ref. 256...	001-0524-524.4800	100.00
	08/25/2022	Palm Coast Observer, LLC	Notice of Public Hearing Sept...	001-0524-524.4800	57.50
	08/25/2022	Palm Coast Observer, LLC	Notice of Public Hearing Sept...	001-0524-524.4800	57.50
	08/25/2022	Palm Coast Observer, LLC	Notice of Public Hearing #22-0...	001-0524-524.4800	55.00
			Vendor Palm Coast Observer, LLC Total:	Total:	270.00
Vendor: Quality QuickPrint					
	08/16/2022	Quality QuickPrint	6' Table Throw	001-0521-521.4700	200.00
			Vendor Quality QuickPrint Total:	Total:	200.00
Vendor: Raftelis Financial Cosultants, Inc.					
	08/15/2022	Raftelis Financial Cosultants, L...	Water and Sewer Rate Study	401-0533-533.3200	5,232.50
	08/15/2022	Raftelis Financial Cosultants, L...	Water and Sewer Rate Study	404-0535-535.3200	5,232.50
			Vendor Raftelis Financial Cosultants, Inc. Total:	Total:	10,465.00
Vendor: Rayco Funding & Development, Inc					
	08/22/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
	08/31/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
			Vendor Rayco Funding & Development, Inc	Total:	3,150.00
Vendor: Ring Power Corporation					
	08/24/2022	Ring Power Corporation	Replace Damaged Glass #503	001-0541-541.4640	1,475.22
	08/25/2022	Ring Power Corporation	Floodlights for #503	001-0541-541.4640	251.08
	08/29/2022	Ring Power Corporation	Replacement Starter Assembly...	001-0541-541.4640	294.53
			Vendor Ring Power Corporation	Total:	2,020.83
Vendor: Robert C Little					
	08/23/2022	Robert C Little	Install Fuses in WTP Controllers	401-0533-533.3401	43.00
			Vendor Robert C Little Total:	Total:	43.00
Vendor: Scott A Schalk					
	08/27/2022	Scott A Schalk	Footware Reimbursment	402-0534-534.5220	125.00
			Vendor Scott A Schalk Total:	Total:	125.00
Vendor: Shane Groth					
	08/16/2022	Shane Groth	DSC - Tuition Reimbursment - 3...	001-0521-521.5500	1,066.86
			Vendor Shane Groth Total:	Total:	1,066.86
Vendor: SHI International Corp					
	08/24/2022	SHI International Corp	VisionTek VT4510	001-0519-519.5264	270.01
			Vendor SHI International Corp	Total:	270.01
Vendor: Shonta Jordan					
	07/08/2022	Shonta Jordan	VLMCC - Refund - B-Day Party -..	001-2201000	100.00
			Vendor Shonta Jordan Total:	Total:	100.00
Vendor: Sirchie Acquisition Company, LLC					
	08/17/2022	Sirchie Acquisition Company, L...	Nark - Fentanyl, Marijuana - Ev...	001-0521-521.5200	136.88
			Vendor Sirchie Acquisition Company, LLC Total:	Total:	136.88
Vendor: SMA Healthcare Inc					
	08/22/2022	SMA Healthcare Inc	Ethics Training Lunch	001-0511-511.4900	125.00
			Vendor SMA Healthcare Inc Total:	Total:	125.00
Vendor: Staples Inc					
	08/22/2022	Staples Inc	DX42108-01	001-0512-512.3400	97.02
	08/22/2022	Staples Inc	DX42108-01	001-0513-513.3400	121.86
	08/22/2022	Staples Inc	DX42108-01	001-0521-521.3400	114.93
			Vendor Staples Inc Total:	Total:	333.81

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Staples, Inc					
	08/12/2022	Staples, Inc	Ledger Copy Paper, Legal Copy...	001-0512-512.5100	30.67
Vendor Staples, Inc Total:					30.67
Vendor: Sun Country Termite & Pest Control					
	08/01/2022	Sun Country Termite & Pest C...	JB King 8/1/22	001-0572-572.3400	40.00
	08/01/2022	Sun Country Termite & Pest C...	EJ Park 8/1/22	001-0572-572.3400	75.00
	08/01/2022	Sun Country Termite & Pest C...	Carver Fields 8/1/22	001-0572-572.3400	75.00
	08/01/2022	Sun Country Termite & Pest C...	Heritage Park 8/1/22	001-0572-572.3400	25.00
	08/01/2022	Sun Country Termite & Pest C...	Jackson Park 8/1/22	001-0572-572.3400	30.00
	08/10/2022	Sun Country Termite & Pest C...	604 E Moody Blvd #6 8/10/22	001-0519-519.3401	25.00
	08/18/2022	Sun Country Termite & Pest C...	800 Tolman St - 8/18/22	001-0541-541.3400	40.00
	08/19/2022	Sun Country Termite & Pest C...	Police Department 8/19/22	001-0519-519.3401	50.00
	08/26/2022	Sun Country Termite & Pest C...	604 E Moody Blvd #4 8/26/22	001-0519-519.3401	25.00
	08/26/2022	Sun Country Termite & Pest C...	100 Utility Dr. 8/26/22	401-0533-533.3401	30.00
	08/26/2022	Sun Country Termite & Pest C...	200 Tolman St - 8/26/22	404-0535-535.3400	30.00
	08/26/2022	Sun Country Termite & Pest C...	Versie Lee 8/26/22	001-0572-572.3400	30.00
	08/04/2022	Sun Country Termite & Pest C...	Coquina 8/4/22	001-0572-572.3400	37.00
Vendor Sun Country Termite & Pest Control Total:					512.00
Vendor: Sunshine State One Call of Florida, Inc					
	05/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing FY...	401-0533-533.3401	42.27
	05/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing FY...	404-0535-535.3400	42.27
	08/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing Au...	401-0533-533.3401	45.52
	08/31/2022	Sunshine State One Call of Flor...	Monthly Assessment Billing Au...	404-0535-535.3400	45.53
Vendor Sunshine State One Call of Florida, Inc Total:					175.59
Vendor: Tapazia Gatlin					
	08/27/2022	Tapazia Gatlin	VLMCC - B-Day Party 8/25/22	001-2201000	91.50
Vendor Tapazia Gatlin Total:					91.50
Vendor: Terry Taylor Ford Company					
	08/10/2022	Terry Taylor Ford Company	Oil Change #2003	001-0521-521.4620	49.99
Vendor Terry Taylor Ford Company Total:					49.99
Vendor: The Gaboton Group, LLC					
	08/31/2022	The Gaboton Group, LLC	Retainer - September 2022	001-0511-511.3100	2,000.00
Vendor The Gaboton Group, LLC Total:					2,000.00
Vendor: Tyler Technologies					
	09/01/2022	Tyler Technologies	Maintenance 10/1/22-9/30-23...	001-0524-524.5230	3,303.75
Vendor Tyler Technologies				Total:	3,303.75
Vendor: Uline Inc					
	08/10/2022	Uline Inc	Locate Marking Flags	401-0533-533.5205	451.80
	08/10/2022	Uline Inc	Locate Marking Flags	404-0535-535.5200	451.81
Vendor Uline Inc Total:					903.61
Vendor: UniFirst Corporation					
	08/17/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	28.17
	08/17/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	08/17/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	08/17/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	08/17/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	08/17/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	08/17/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	16.16
	08/24/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	37.44
	08/24/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	30.27
	08/24/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	17.74
	08/24/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	26.23
	08/24/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	21.24
	08/24/2022	UniFirst Corporation	3X5V Company Name	001-0521-521.3400	8.00
	08/31/2022	UniFirst Corporation	3X5V Company Name	001-0521-521.3400	8.00
Vendor UniFirst Corporation Total:					279.74

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: USA Services of Florida Inc					
	08/19/2022	USA Services of Florida Inc	Street Sweeping August	001-0538-538.3400	700.00
Vendor USA Services of Florida Inc Total:					700.00
Vendor: USAbLe Life					
	09/01/2022	USAbLe Life	USAbLe Life - September 2022	001-2184000	304.01
Vendor USAbLe Life Total:					304.01
Vendor: Ver-E-Safe Solutions, LLC					
	08/16/2022	Ver-E-Safe Solutions, LLC	PPE for Water Plant & Field Cr...	401-0533-533.5205	655.40
	08/18/2022	Ver-E-Safe Solutions, LLC	Gloves, First Aid Supplies	401-0533-533.5205	237.55
	08/25/2022	Ver-E-Safe Solutions, LLC	FirstAid Supplies	401-0533-533.5205	119.80
Vendor Ver-E-Safe Solutions, LLC Total:					1,012.75
Vendor: Verizon Connect Telo Inc.					
	09/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 9/1-9...	001-0541-541.4100	76.40
	09/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 9/1-9...	001-0572-572.4100	57.30
	09/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 9/1-9...	401-0533-533.4100	76.40
	09/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 9/1-9...	402-0534-534.4100	152.40
	09/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 9/1-9...	404-0535-535.4100	76.40
Vendor Verizon Connect Telo Inc. Total:					438.90
Vendor: Verizon Wireless					
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0512-512.4100	80.86
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0513-513.4100	32.33
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0516-516.4100	40.43
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0521-521.4100	594.64
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0524-524.4100	145.73
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0541-541.4100	117.54
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0549-549.4100	153.00
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	001-0572-572.4100	153.64
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	401-0533-533.4100	555.39
	08/12/2022	Verizon Wireless	Cellular Service 7/14-8/13/22	402-0534-534.4100	193.43
Vendor Verizon Wireless Total:					2,066.99
Vendor: Vision Service Plan					
	08/18/2022	Vision Service Plan	VSP - September 2022	001-2184000	919.96
Vendor Vision Service Plan Total:					919.96
Vendor: Volusia Reporting Company					
	08/30/2022	Volusia Reporting Company	7/27/22 Executive Strategy Se...	001-0511-511.3400	486.00
Vendor Volusia Reporting Company Total:					486.00
Vendor: Vose Law Firm, LLP					
	08/30/2022	Vose Law Firm, LLP	August Legal Fees	001-0514-514.3102	7,000.00
	08/30/2022	Vose Law Firm, LLP	August Legal Fees	001-0524-524.3102	500.00
Vendor Vose Law Firm, LLP Total:					7,500.00
Vendor: Wells Fargo Financial Leasing, Inc					
	06/17/2022	Wells Fargo Financial Leasing, ...	Kocyera Lease 6/12/22-7/11/22	001-0512-512.4400	332.98
	06/17/2022	Wells Fargo Financial Leasing, ...	Kocyera Lease 6/12/22-7/11/22	001-0513-513.4400	332.97
	06/17/2022	Wells Fargo Financial Leasing, ...	Kocyera Lease 6/12/22-7/11/22	001-0521-521.4400	332.98
	06/17/2022	Wells Fargo Financial Leasing, ...	Kocyera Lease 6/12/22-7/11/22	001-0524-524.4400	332.98
	07/16/2022	Wells Fargo Financial Leasing, ...	Kyocera Lease 7/12-8/11/22	001-0512-512.4400	221.98
	07/16/2022	Wells Fargo Financial Leasing, ...	Kyocera Lease 7/12-8/11/22	001-0513-513.4400	222.00
	07/16/2022	Wells Fargo Financial Leasing, ...	Kyocera Lease 7/12-8/11/22	001-0521-521.4400	221.98
	07/16/2022	Wells Fargo Financial Leasing, ...	Kyocera Lease 7/12-8/11/22	001-0524-524.4400	221.98
Vendor Wells Fargo Financial Leasing, Inc Total:					2,219.85
Vendor: Wright National Flood Insurance Company					
	08/30/2022	Wright National Flood Insuran...	Policy # 1151500988 Flood Ins...	401-0533-533.4500	2,964.00
Vendor Wright National Flood Insurance Company Total:					2,964.00

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Zev Cohen & Associates, Inc.	08/10/2022	Zev Cohen & Associates, Inc.	Planning Services through July...	001-0524-524.3100	11,573.56
			Vendor Zev Cohen & Associates, Inc. Total:		11,573.56
			Grand Total:		238,608.22

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	160,821.50
401 - WATER	31,636.74
402 - SOLID WASTE	18,547.79
404 - SEWER	27,602.19
Grand Total:	238,608.22

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.2300	Medical/Dental/Life Exp.	32.44
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0511-511.3400	Other Contract Services	486.00
001-0511-511.4900	Other Current Chgs & Obl...	125.00
001-0512-512.2300	Medical / Life Ins Exp - Ex...	19.46
001-0512-512.3400	Other Contracted Services	97.02
001-0512-512.4100	Communications Expense	80.86
001-0512-512.4400	Rentals/Leases	554.96
001-0512-512.5100	Office Supplies Expenses	30.67
001-0513-513.2300	Medical / Life Ins Exp - Ex...	34.39
001-0513-513.3400	Other Contract Services	3,011.86
001-0513-513.4100	Communications Expense	32.33
001-0513-513.4400	Rental / Lease Expense	554.97
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.2300	Medical/Life Ins Exp	3.57
001-0516-516.4100	Communications Expense	40.43
001-0519-519.3100	Professional Services	625.00
001-0519-519.3401	Other Contractual Services	100.00
001-0519-519.4100	Communications Expense	128.44
001-0519-519.4300	Utilities	694.94
001-0519-519.4400	Rental/Lease	1,885.70
001-0519-519.5264	Small Equipment	270.01
001-0521-521.2300	Medical / Life Ins Exp - Ex...	97.32
001-0521-521.3400	Other Contract Services	13,441.37
001-0521-521.4100	Communications Expense	594.64
001-0521-521.4400	Rental / Lease Expense	554.96
001-0521-521.4620	Repair / Maint - Vehicles	1,432.13
001-0521-521.4640	Equipment Repair	800.00
001-0521-521.4700	Printing / Binding Expense	200.00
001-0521-521.5200	Operating Supplies	304.38
001-0521-521.5220	Uniforms Exp	4,830.15
001-0521-521.5264	Small Equipment Purchase	1,015.00
001-0521-521.5500	Training	1,066.86
001-0524-524.2300	Medical / Life Ins Exp - Ex...	25.95
001-0524-524.3100	Professional Services Exp...	11,573.56
001-0524-524.3102	Legal Services	875.00
001-0524-524.3400	Other Contract Services	7,500.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	6,271.00
001-0524-524.4100	Communications Expense	145.73
001-0524-524.4400	Rental / Lease Expense	554.96
001-0524-524.4800	Advertising / Promo Expe...	270.00
001-0524-524.5230	Software	3,303.75
001-0524-524.5500	Training	936.24
001-0538-538.3400	Other Contract Services	700.00
001-0538-538.6300	Improvements - Other Th...	6,648.50
001-0541-541.2300	Medical / Life Ins Exp - Ex...	35.04
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	193.94
001-0541-541.4300	Utility - Public Services	1,143.81
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4610	Repair / Maint - Bldgs	347.50

Account Summary

Account Number	Account Name	Expense Amount
001-0541-541.4640	Equipment Repair & Maint..	2,377.33
001-0541-541.5200	Operating Supplies	245.96
001-0541-541.5220	Uniforms Exp	151.20
001-0541-541.5264	Small Equipment Purchase	1,198.80
001-0541-541.5300	Road Repair Local Option -..	297.00
001-0549-549.2300	Medical/Life Ins Exp	6.49
001-0549-549.4100	Communications	153.00
001-0549-549.5200	Operating Supplies	3,727.38
001-0549-549.5220	Uniforms	11.66
001-0549-549.5500	Training	39.99
001-0562-562.3402	Humane Society Contract	1,710.00
001-0572-572.2300	Medical / Life Ins Exp - Ex...	25.95
001-0572-572.3100	Professional Services Exp...	19,507.47
001-0572-572.3400	Other Contract Services	312.00
001-0572-572.4100	Communications Expense	230.93
001-0572-572.4300	Utility - Public Services	2,394.08
001-0572-572.4610	Repair / Maint - Bldgs	34.23
001-0572-572.4640	Repair/Maint - Equipment	760.73
001-0572-572.4900	Other Current Chgs & Obl...	495.00
001-0572-572.5200	Operating Supplies	611.41
001-0572-572.5220	Uniforms Exp	53.04
001-0572-572.6300	Improvements - Other Th...	2,950.00
001-2184000	Med/Health Employee Lia...	36,592.77
001-2184500	Retiree Medical	1,985.93
001-2185000	125 Plans Employee Paybl ..	1,692.81
001-2200000	Deposits Paybl - Park Ren...	75.00
001-2201000	Deposits Paybl - CtyHall/C...	341.50
401-0533-533.2300	Medical / Life Ins Exp - Ex...	54.18
401-0533-533.3200	Accounting & Auditing Ex...	5,232.50
401-0533-533.3401	Other Contract Services	160.79
401-0533-533.4100	Communications Expense	631.79
401-0533-533.4300	Utility - Public Services	169.45
401-0533-533.4500	Insurance Expense	2,964.00
401-0533-533.4620	Repair / Maint - Vehicles	193.09
401-0533-533.4640	Repair / Maint - Equipme...	137.76
401-0533-533.5205	Operating Supplies Exp - ...	9,726.11
401-0533-533.5210	Fuel	796.87
401-0533-533.5220	Uniforms Exp	31.09
401-0533-533.5264	Small Equipment Purchase	11,467.13
401-0533-533.5265	Tools	71.98
402-0534-534.2300	Medical/Dental Insurance ..	26.28
402-0534-534.3400	Other Contract Services - ...	13,421.27
402-0534-534.4100	Communications - Solid ...	345.83
402-0534-534.4600	Repair / Maint - Service	347.20
402-0534-534.4620	Repair/Maint Vehicles - So..	2,222.80
402-0534-534.5200	Operating Supplies	1,175.10
402-0534-534.5220	Uniforms - Solid Waste	168.86
402-0534-534.5264	Small Equipment - Solid ...	683.26
402-0534-534.5265	Tools	157.19
404-0535-535.2300	Medical/Life	54.18
404-0535-535.3200	Accounting and Auditing	5,232.50
404-0535-535.3400	Other Contractual Services	6,268.86
404-0535-535.4100	Communications	185.66
404-0535-535.4300	Utilities	1,138.11
404-0535-535.4640	Repairs & Maint. - Equip...	561.36
404-0535-535.5200	Operating Supplies	1,939.81
404-0535-535.5210	Fuel	717.19
404-0535-535.5220	Uniforms	37.40

Account Summary

Account Number	Account Name	Expense Amount
404-0535-535.5264	Small Equipment	<u>11,467.12</u>
	Grand Total:	238,608.22

Project Account Summary

Project Account Key	Expense Amount
None	<u>238,608.22</u>
	Grand Total: 238,608.22



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

VACANT

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION WORKSHOP MINUTES

Wednesday, August 22, 2022

6:00 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 6:00 PM and led the Pledge to the Flag.

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

C. Presentations

C.1. Presentation of FY 2022/2023 Enterprise Funds Tentative Budget and Discussion

Finance Director Stankiewicz presented the proposed Enterprise Funds budget. She provided an overview of the City's different Enterprise fund accounts- Water, Sewer and Solid Waste- including anticipated revenue and the proposed expenditures/budgets.

There was discussion on the Solid Waste budget. When the budget was drafted in April/May, the department was planning a purchase of a "pup" truck (a smaller version of a solid waste truck) to assist with service to rural customers and additional support for both commercial/residential routes when needed in the upcoming fiscal year. However, with the issues encountered in June/July with three of the Solid Waste Fleet trucks, the department will be looking into a lease for an additional Solid Waste truck and not proceed with the purchase of a "pup" truck.

Finance Director Stankiewicz advised no rate changes are currently proposed for Solid Waste services even though the last rate change occurred in 2018 and affected only commercial rates. The Commission was advised they will need to consider possible rate changes before Fiscal Year 2023/2024 because of the additional costs in the department impacting reserves such as the need for a new claw truck, high vehicle repair costs for the catastrophic failures to three vehicles, rising/high fuel costs, the fuel surcharge being imposed by the transfer station and the need to rebuild the entire boom of the failed claw truck to ensure there is a back-up claw truck.

Vice Mayor Rogers asked about the need for rental costs. City Clerk Bates explained the rental needed in July was a minimum of a six-month rental and will carry over into the next fiscal year and the department always budgets at least two months for a rental just in case there is a need. Vice Mayor spoke about the failure of three of the solid waste vehicles since the end of May and stated the department handled it as well as possible given that all three of

the vehicles, the entire solid waste fleet, were down with major failures almost simultaneously.

D. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Meeting adjourned at 6:18 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

ATTACHMENTS:

Description	Type
Proposed Minutes	Minutes
Items provided to the Commission during the Meeting	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 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

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.; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Vice Mayor Rogers led the invocation.

Mayor Robinson invited Pete Young to address the Commission. Mr. Young thanked the Commission for their confidence in him and appointing him to serve; however, after contacting the Florida Retirement System (FRS) which is used by the City, accepting the appointment at this time would impact his retirement payments from his recent retirement from the Florida Highway Patrol. He read a statement into the record.

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

Motion: Approve the Consent Agenda.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

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.)- asked the City install "Children at Play" signs on her street as people speed around her house and she is concerned about her children and the neighborhood children.

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. - Second Reading

City Attorney Cary read the short title into the record.

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

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

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. - Second Reading

City Attorney Cary read the short title into the record.

Motion: 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: 5-12-30-0850-02630-0030 from the "Single Family Low Density" to the "multi-Family" future land use category. - Second Reading

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: Vice Mayor Rogers thanked the applicant, Mr. Lilavois, for all the revitalization projects for housing he has done in the City; his projects are positive to the City.

Public Discussion: Amy Gauvin (S. Forsyth St.) stated she is still extremely concerned about this project. She recognized there may be other duplexes in the neighborhood, but she feels this block and area should be single-family oriented only. She restated her concerns about traffic increasing in the area, lack of parking in the neighborhood for duplex projects, lowering her property value and increased crime. She feels this area should be more family oriented for those with children and duplexes will keep families from coming to the neighborhood. Applicant, Carl Lilavois, acknowledge the concerns on Ms. Gauvin and presented a concept sketch to the Commission and Ms. Gauvin.

The concept was for two duplex units facing each other to create a courtyard and parking area for the tenants of the units. He addressed his history revitalizing properties in the City and the care he takes in selecting tenants. He reiterated he plans to enhance the neighborhood, not take away from it.

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. - Second Reading

City Attorney Cary read the short title into the record.

Motion: 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

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

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

City Attorney Cary read the short title into the record. City Planner Karat discussed contraction and what is required to allow contraction to occur. He advised the property was annexed into the City during the 2005-2008 annexations but the current heirs wish to lower their property tax bill by contracting from the City.

Motion: Approve 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

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: Matt McGuire, representing the applicant, addressed the Commission. He advised the properties meet the criteria to contract as they do not meet the criteria to voluntarily annex.

Vote: Motion carried unanimously

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.

City Attorney Cary read the short title into the record

Motion: Approve 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.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: Jessica (Palm Coast) stated she is concerned about having any multi-family homes near her house. Randal Perry (Palm Coast) stated that multi-family homes and commercial homes should not be located this close to his neighborhood. Andrew Sultan (Palm Coast) does not want any multi-family homes to be near his house. Randal (Palm Coast) stated he is concerned about how the storm drainage from this project will affect him; that area is a swamp that already floods onto their properties when it rains and this will make it worse. He also stated concerns for the animals that live in what is known as Black Swamp. He further stated it is known that multi-family homes bring higher crime and he does not want that in his neighborhood. He likes his view of the swamp now and does not want to be looking into any type of development. He further said this will bring down his property value, increase traffic on the roads and affect the schools. Mike (Palm Coast) stated he opposes the project and any roads that would come into their Palm Coast neighborhood. Robin Duncanson (Palm Coast) stated the whole project concerns her; she is concerned for the animals living in the area and how this would affect Palm Coast property values. Kim Burton (Palm Coast) stated her

house faces this property and she is concerned about flood zone problems. She stated multi-family is not appropriate for this area because multi-family brings high risk people to the area. She feels that this project will lower her home value. Aga Hernandez (Palm Coast) is speaking on behalf of the animals; the woods need to be protected because it is the home to many different animals. Having a multi-family project near her house will lower her property value. When they bought their house, the realtor told them they area behind them was a preserve that would never be developed, and it needs to stay that way. She is also concerned about the noise that Bunnell citizens make; their neighborhood is very quiet and Bunnell will make too much noise and disrupt that.

Laurie Conchran (Palm Coast) when they bought their property in 1996, the realtor told them the area behind their house was a greenbelt that could never be developed; this property should not be developed because of what they were told when they bought their house. Smidt (Palm Coast) when they bought their property in 1997, they were assured there could be no development behind them; the area is too swampy for any development to occur. He asked who will relocate all the animals in the swamp?

Additional Board Discussion: Mayor Robinson asked staff to further discuss this item and try to address concerns raised. City Planner Karat stated these current properties front on East Moody Boulevard and are not adjacent to any Palm Coast property; however, there is another parcel that appears later on the agenda that is near Palm Coast. He explained the portion of the property immediately adjacent to East Moddy Boulevard is planned for commercial use and that is not a change to the current designation of the properties or dissimilar to surrounding properties. This proposed action would change the southern portion of these two parcels to multi-family to allow for multi-family development. He stated there are wetlands which would impact development, where development could occur on the parcels and limit the number of units that could be built based on the available developable land. There are laws and regulations the developer would need to follow to address storm water and ensure that storm water from these properties would not affect surrounding properties. Charlie Faulkner, on behalf of the applicant, also spoke. He explained the property owners are doing their due diligence now to get accurate surveys using lidar scanning to get an extremely accurate topographic survey. They will be required to do additional steps and jump through several hoops before the property could be developed. Using the lidar data being gathered, they will have to go through FEMA to adjust the flood zone ratings for the property; this process could take up to a year to complete. He explained the concept of the project but explained the market at the time of actual building would determine the type of multi-family housing built. The commercial part of the project would be immediately adjacent to East Moody Boulevard just like the rest of the properties on this State right-of-way. At this time the intent is that commercial would support the residential uses in the area and maybe be restaurants or daycares. The first phase of multi-family housing is planned to be apartments, but they are designed off an already successful and attractive project that was built in another City. He explained at minimum there would be a 700-foot buffer between the Z Section of Palm Coast and the parcel that is closer t Palm Coast. The lots in Palm Coast are about 100 feet deep so the buffer is longer than the standard lot depth in Palm Coast. Mayor Robinson asked a detailed presentation be provided when the items are brought back for Second Reading.

Vote: Motion carried 3-1

Yea: Mayor Robinson; Vice Mayor Rogers; Commissioner Schultz

Nay: Commissioner Gordon

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

City Attorney Cary read the short title into the record.

Motion: 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

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: Amy Ducanson (Palm Coast) stated she is concerned about the effects of any development next to their neighborhood and how it will affect Zephyr Lily Trail in Palm Coast. Mike (Palm Coast) asked if this item is the 75-acre parcel. Perry (Palm Coast) does not wish to see this area developed.

Vote: Motion carried 3-1

Yea: Mayor Robinson; Vice Mayor Rogers; Commissioner Schultz

Nay: Commissioner Gordon

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

City Attorney Cary read the short title into the record.

Motion: 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

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: Francis L. (Palm Coast) stated there are protected species on this property which means no development should occur on the property. He asked when the property was no longer considered a swamp as it is a "wet" area. Phil (Palm Coast) stated this property is a swamp. He objects to any zoning change and any development of the property. The Z section of Palm Coast is a single-family neighborhood and in his opinion any property around them should be single family too. He is concerned that the existing water flow problems they have will be made worse by any development of adjacent properties. He would like the developer to get a Bond that protects all the residents in the Z Section of Palm Coast and stated he further objects to any road going into their neighborhood. Shelby Sultan (Palm Coast) stated she has lived in the Z Section of Palm Coast for 19 years. She does not want apartments anywhere near her home; she feels the people living in the apartments will wander into their neighborhood and disrupt their way of life. Jessica (Palm Coast) stated the mentions 700-foot buffer is smaller than their lot sizes and is not large enough to keep the project from impacting Palm Coast residents. She stated they will only accept single-family development near them. Francis (Palm Coast) stated their neighborhood has utilities and if the property had remained in Palm Coast that Palm Coast could have provided any needed utilities.

Vote: Motion carried 3-1

Yea: Mayor Robinson; Vice Mayor Rogers; Commissioner Schultz

Nay: Commissioner Gordon

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 (Multi-Family Residential). – First Reading

City Attorney Cary read the short title into the record.

Motion: 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 (Multi-Family Residential). – First Reading

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: Shelby Sultan (Palm Coast) stated this project will bring crime to their neighborhood. The Z Section of Palm Coast does not need any more neighbors; they like their neighborhood the way it is. Francis (Palm Coast) stated this project needs to be single-family only. Jessica (Palm Coast) stated she wants all the concerns made for the previous items noted for this item too. The residents in our neighborhood of Palm Coast oppose any apartments going in near them. Kim Burton (Palm Coast) asked for specifics on what type of buffer will be in place and asked how you keep the homeless from moving into the buffer.

Vote: Motion carried 3-1

Yea: Mayor Robinson; Vice Mayor Rogers; Commissioner Schultz

Nay: Commissioner Gordon

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.

This item was introduced and explained by City Clerk Bates.

Motion: Approve the 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.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. 2023 Northeast Florida Regional Council Legislative Priorities

This item was introduced and explained by City Manager Jackson and City Clerk Bates. The projects identified by staff were explained. City Manager Jackson discussed two of the initiatives are showing support for projects for Flagler County which would also have a benefit for the City of Bunnell.

By consensus of the Commission, it was decided the City will submit the following items to Flagler County for submission to Northeast Florida Regional Council:

- Funding for Master Utility Plan Projects- Water Treatment Plant and Distribution System Projects
- Funding for Historic Coquina City Hall
- Support Flagler County Initiative- Community Resiliency Grant Programs for Septic to Sewer Conversions
- Support Flagler County Initiative- Men's Residential Treatment Facility and Detoxification Unit

H.3. Request Approval of Grant Agreement between the City of Bunnell and ACOE for the Wastewater Treatment Plant Expansion/Rehab Construction Project

This item was introduced and explained by Infrastructure Director Vost.

Motion: Approve the Grant Agreement between the City of Bunnell and ACOE for the Wastewater Treatment Plant Expansion/Rehab Construction Project

Motion by: Commissioner Schultz
Second by: Commissioner Gordon
Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – Discussed the Annual Ethics and Sunshine Law training. It is scheduled for September 21, 2022 from 10 AM to 2 PM. Members of the volunteer boards have been invited to attend as well.
- **Police Chief** – None
- **City Attorney** - Advised the City has been served an legal action regarding the First Coast Roll Off decision for the matter to be heard in Circuit Court.
- **City Manager** – Encouraged people to read the City Manager Report
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – Advised she will be attending the TPO Board meeting on Wednesday.
 - **Commissioner Gordon** – None
 - **Vice Mayor Rogers** – Discussed the sessions he attended at the Florida League of Cities Annual Conference. One of the panels discussed the need for Master Plans and Strategic Plans and how Bunnell is already ahead of many jurisdictions because we have both already. He also attended sessions on litigation, home rule and cyber security. It was all very informative.
 - **Mayor Robinson** – Confirmed the need to add the Commission vacancy discussion to the next agenda.

J. Call for Adjournment.

Motion: Adjourn
Motion by: Vice Mayor Rogers
Seconded by: Commissioner Schultz
Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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

Submitted during B. Introductions, Commendations, Proclamations and Presentations
8/22/2022

Peter G Young
Bunnell FL 32110

August 18, 2022

Catherine Robinson, Mayor
John Rogers, Vice Mayor
Tonya Gordon, Commissioner
Tina Marie Schultz, Commissioner
Alvin Jackson, City Manager

Dear Alvin Jackson,

Please accept this letter as formal notice of my resignation from my position as Bunnell City Commissioner, effective Monday August 22nd 2022.

Thank you for giving me the opportunity to work in this position. Due to re-employment restrictions set forth by the Florida Retirement System, I am unable to serve as Commissioner at this time. These restrictions will expire in December of this year.

I am grateful to the Mayor as well as the Commissioners for the opportunity to serve the great citizens of Bunnell.

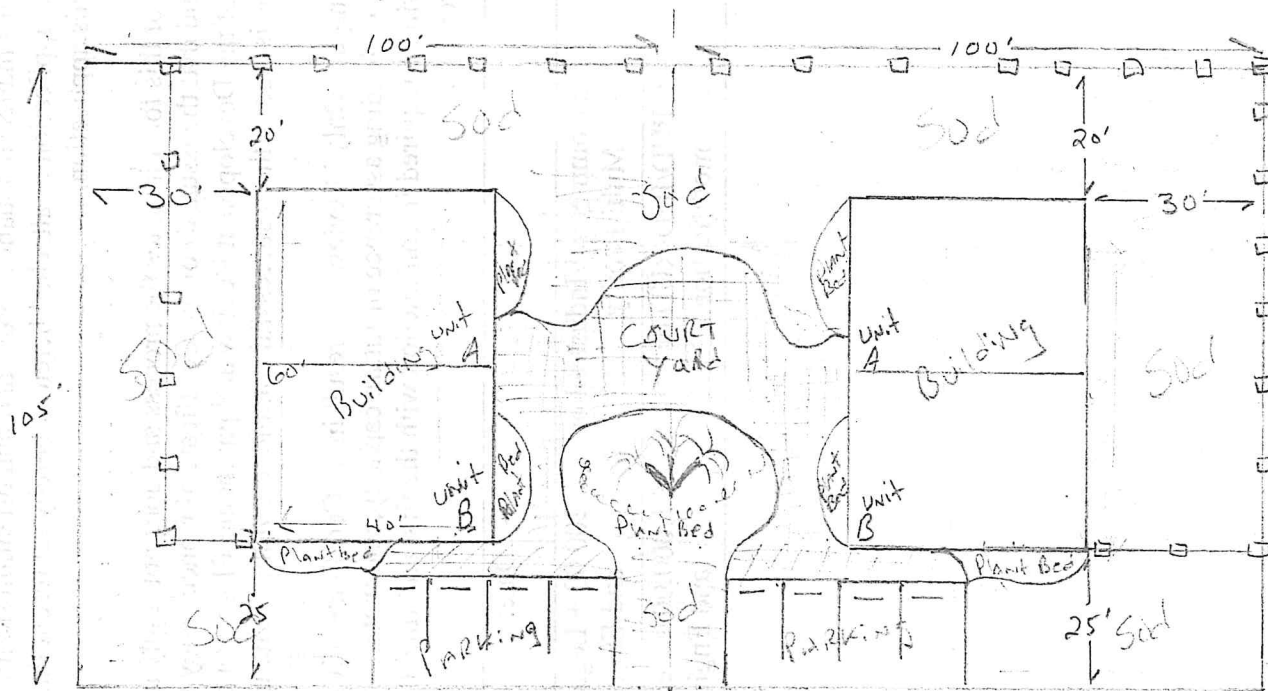
Yours sincerely,



Peter G Young

DACON Village MAISONETTES

W. BOODE ST



S. MAIN ST.

Site Plan

$\frac{3}{32}$ " SCALE = 2.5'

8x14 Legal Size

307 & 311 S. MAIN ST



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 8/14/2022 Amount:
Department: Finance Account #:
Subject: Approval of Information Sharing - FL Department of Revenue
Agenda Section: Consent Agenda:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
CST 8/22 Agreement	Cover Memo

Summary/Highlights:

The City's previous five (5) year agreement with the Florida Department of Revenue to share distribution and provider information regarding the Communication Services Tax has expired. A new agreement has been provided to update designee information and extend information sharing for an additional five (5) years.

Background:

Each local jurisdiction in Florida can obtain Communication Services Tax (CST) distribution and provider information from the Florida Department of Revenue. This information is available on the Department's website.

An updated Communication Services Tax agreement must be completed every five (5) years to ensure access to the local CST revenue information and the names of providers that reported local CST to our jurisdiction.

Staff Recommendation:

Staff recommends that the agreement be signed to continue access to local Communication Services Tax information.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.



Florida Department of Revenue
General Tax Administration

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

August 8, 2022

City of Bunnell
Attn: Stella Gurnee, Sandra Bolser or Margaret Miller
P.O. Box 756
Bunnell, FL 32110

Re: Expired Local Government Login for Information Sharing, Communications Services Tax

Dear Local Government Contact:

Each local jurisdiction in Florida can obtain Communications Services Tax (CST) distribution and provider information from the Florida Department of Revenue. This information is available on the Department's website at taxapps.floridarevenue.com/cstinfosharing.

You must complete and update the Communications Services Tax Agreement for Access to Confidential State Tax Information (enclosed) to access your local CST revenue information and the names of providers that reported local CST to your jurisdiction. (The agreement must be updated every five (5) years.)

The agreement for your jurisdiction has expired.

Section 202.32, Florida Statutes provides, "The department may request from any state, county, municipal, or local governmental agency any information that the department considers necessary in administering this chapter, and such agency shall furnish such information." Accordingly, please complete the enclosed agreement as soon as possible and return it to the Department's Local Government Unit at the address provided on page two of the agreement.

Kind regards,

Ginger White

Ginger White, Communications Services Tax Coordinator
Florida Department of Revenue
P.O. Box 5139
Tallahassee, FL 32399-5139
(850)717-7309
Ginger.White@floridarevenue.com

**Communications Services Tax Agreement for
Access to Confidential State Tax Information between
City of Bunnell and The Florida Department of Revenue**
(Local Government Name)

1. The Florida Department of Revenue, acting in its capacity as coordinator of the Communications Services Tax (CST) Information Sharing Website, and City of Bunnell (Local Government) enter into this Agreement for the sharing of certain information specified in s. 213.053(8)(t), Florida Statutes (F.S.). This Agreement does not apply to any Federal tax information that the Federal Government provided to the Florida Department of Revenue.
2. According to s. 213.053(8), F.S., when in receipt of information shared under this Agreement, the Local Government and any person or entity that may have access to confidential information obtained by the Local Government under this Agreement shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code (F.A.C.). Violation of confidentiality requirements is a misdemeanor of the first-degree, punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000.
3. As stated in s. 213.053(2), F.S., all information contained in returns, reports, accounts, or declarations is confidential. The Local Government and the person(s) referenced in paragraph 5 of this Agreement agree to take appropriate steps to protect confidential information obtained from the Florida Department of Revenue under this agreement from unauthorized use or disclosure.
4. The Local Government agrees that the information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., will be kept in a secure environment, and will only be used for the purposes stated in paragraph 5 of this Agreement. When no longer needed, the information obtained from the Florida Department of Revenue must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a cross-cut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.
5. Only the person(s) or entity designated by the Local Government [“Designated Person” and “Other Authorized Employees”] with an official need and use will be allowed to request, obtain, receive, and review the information. The Local Government agrees that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be shared by the Local Government, Designated Person, or Other Authorized Employees only with persons with direct responsibility for budget preparation, auditing, revenue or financial administration, or legal counsel, and may only be used for purposes related to budget preparation, auditing, and revenue and financial administration. Information shared under this Agreement may not be further disclosed by the recipient unless meeting these stated criteria.
6. Each Designated Person and Other Authorized Employee is required to execute their respective “Certification” section of the Communications Services Tax Agreement for Access to Confidential State Tax Information, which is found in the Addendum to this Agreement. This Certification indicates that such persons are familiar with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., and that such persons are bound by the terms of this Agreement. Any Designated Persons and Other Authorized Employees who have been selected by the Local Government subsequent to the signing of this Agreement must execute a separate Certification, which shall become a part of this Agreement. In each instance, Certifications shall be forwarded to the Florida Department of Revenue Disclosure Officer within 15 business days of hire date or change of employment status, with a cover letter signed by the Local Government signatory to this agreement.
7. The Local Government shall notify the Florida Department of Revenue Disclosure Officer in writing within 15 business days when any signatory of this Agreement [including Designated Person(s) and Other Authorized Employees] leaves employment or changes employment status such that he or she no longer has an official use for the information.
8. Effective Date
This Agreement shall be effective on the date all parties have signed the Agreement.
9. Duration and Termination
 - A. This Agreement shall terminate five (5) years from the effective date.
 - B. Either party may terminate this Agreement upon no less than thirty (30) calendar days notice, without cause, unless the parties mutually agree upon a lesser time. Said notice shall be in writing, delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. Legal Requirements

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.

- A. Each party hereto agrees that it shall be solely responsible for the wrongful act of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in section 768.28, F.S.
- B. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of any existing violation, breach, wrongful conduct; or of any future violation, breach, or wrongful conduct.

11. Modification

Modification of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if revisions of applicable Federal and/or State statutes and regulations make changes necessary; or when either party deems such action appropriate in the administration of the laws.

12. Severability

If any provision of this Agreement or the application of it is determined to be invalid for any reason, such determination shall not affect the validity of other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

13. The Local Government designates the following Designated Person to receive the password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website:

Name (print) Shanea Stankiewicz Title Finance Director
 Mailing Address PO Box 756 City/ZIP Bunnell, 32110
 Phone Number (386) 437-7500 E-mail Address sstankiewicz@bunnellcity.us

14. This Agreement must be signed by the Local Government representative and the Florida Department of Revenue. Please sign and date in the space below. A copy of the Agreement, signed by the Florida Department of Revenue, will be returned to you. The parties have fully authorized the following persons to sign this Agreement on their behalf:

Approved by Local Government:

Approved by Florida Department of Revenue:

Catherine Robinson
 Name (print)
 Signature
 Title Mayor
 Date 08/22/2022

 Name (print)
 Signature
 Deputy Program Director, General Tax Administration
 OR

 Name (print)
 Signature
 Program Director, General Tax Administration
 Date _____

Please return your signed Agreement and Addendum to Paul Fultz, Disclosure Officer:

By e-mail to: local-govt-unit@floridarevenue.com
 By fax to: 850-921-4711
 By mail to: Florida Department of Revenue
 Local Government Unit
 P.O. Box 6530
 Tallahassee, FL 32314-6668

ADDENDUM

**Communications Services Tax Agreement for
Access to Confidential State Tax Information between
City of Bunnell and The Florida Department of Revenue
(Local Government Name)**

Designated Person's Certification

As the person designated in paragraph 13 of this Agreement to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration. I further certify that I have received a copy of the Agreement and agree to be bound by all of the Agreement terms.

Designee Name (print) Shanea Stankiewicz Title Finance Director

Designee signature _____ Date 08/15/2022

Other Authorized Employees' Certification

As an authorized employee or contractor of the Local Government, I certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1,000. I understand that information obtained from the Florida Department of Revenue pursuant to s. 213.053(8)(t), F.S., may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration. I further certify that I have received a copy of the Agreement and agree to be bound by all of the Agreement terms.

Name (print) Lakesha Byrd Title Financial Services Coordinator

Signature  Date 08/15/2022

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

Name (print) _____ Title _____

Signature _____ Date _____

(Attach additional sheets, if needed)



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 8/22/2022 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. -
Second Reading
Agenda Section: Ordinances: (Legislative):
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

This matter was last heard at the August 22, 2022 City Commission Meeting. At this meeting the City Commission voted to approve the proposed ordinance. In accordance with Florida Statutes, this item was advertised in the September 1, 2022 and September 8, 2022 editions of the Palm Coast Observer. Notice of the proposed contraction was sent to the Flagler County Board of County Commissioners on July 25, 2022.

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:

Adopt 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. - Second 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 12th day of September 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.

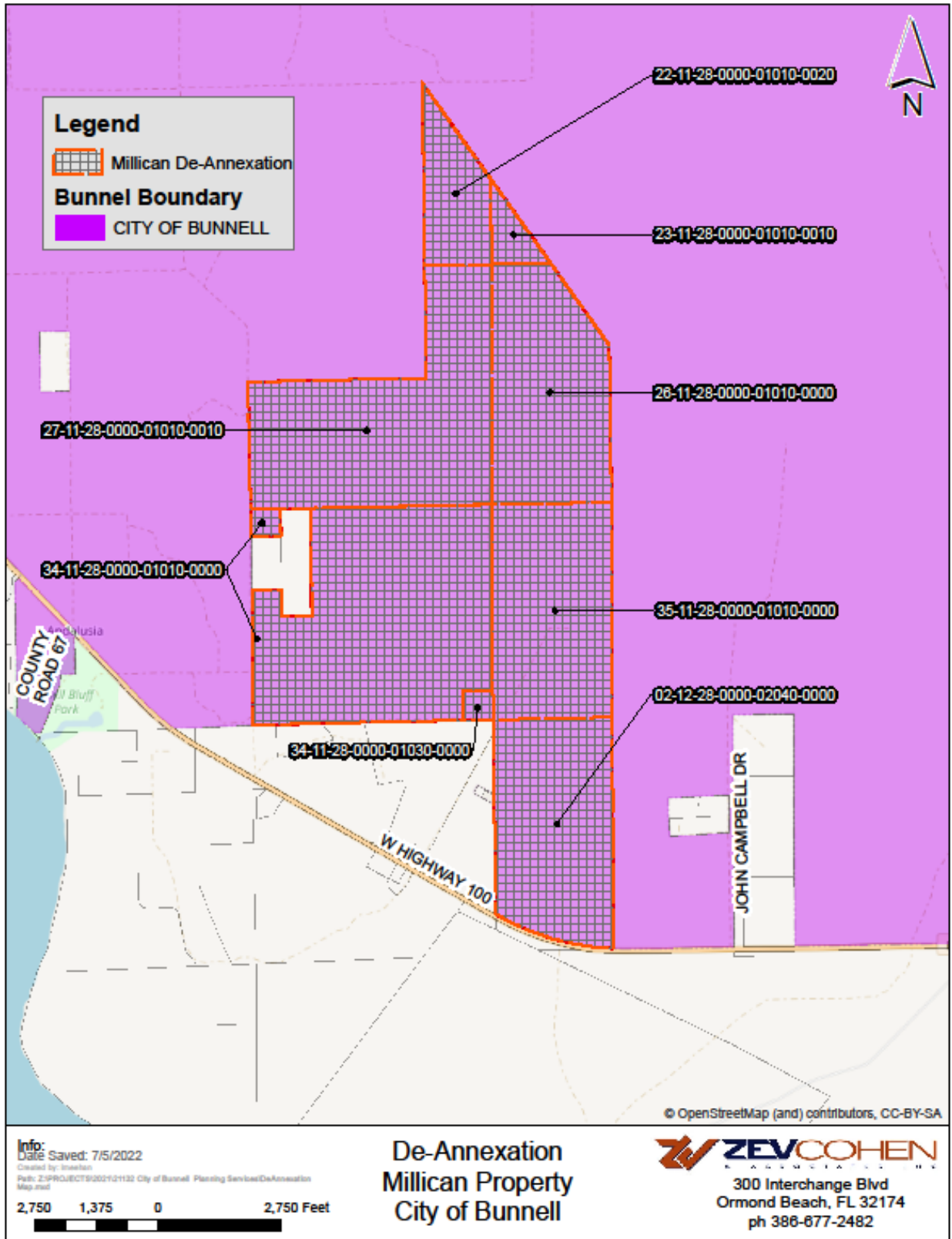
Parcel #2 (Identification No. 34-11-28-0000-01030-0000):

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.

EXHIBIT B Contraction Map




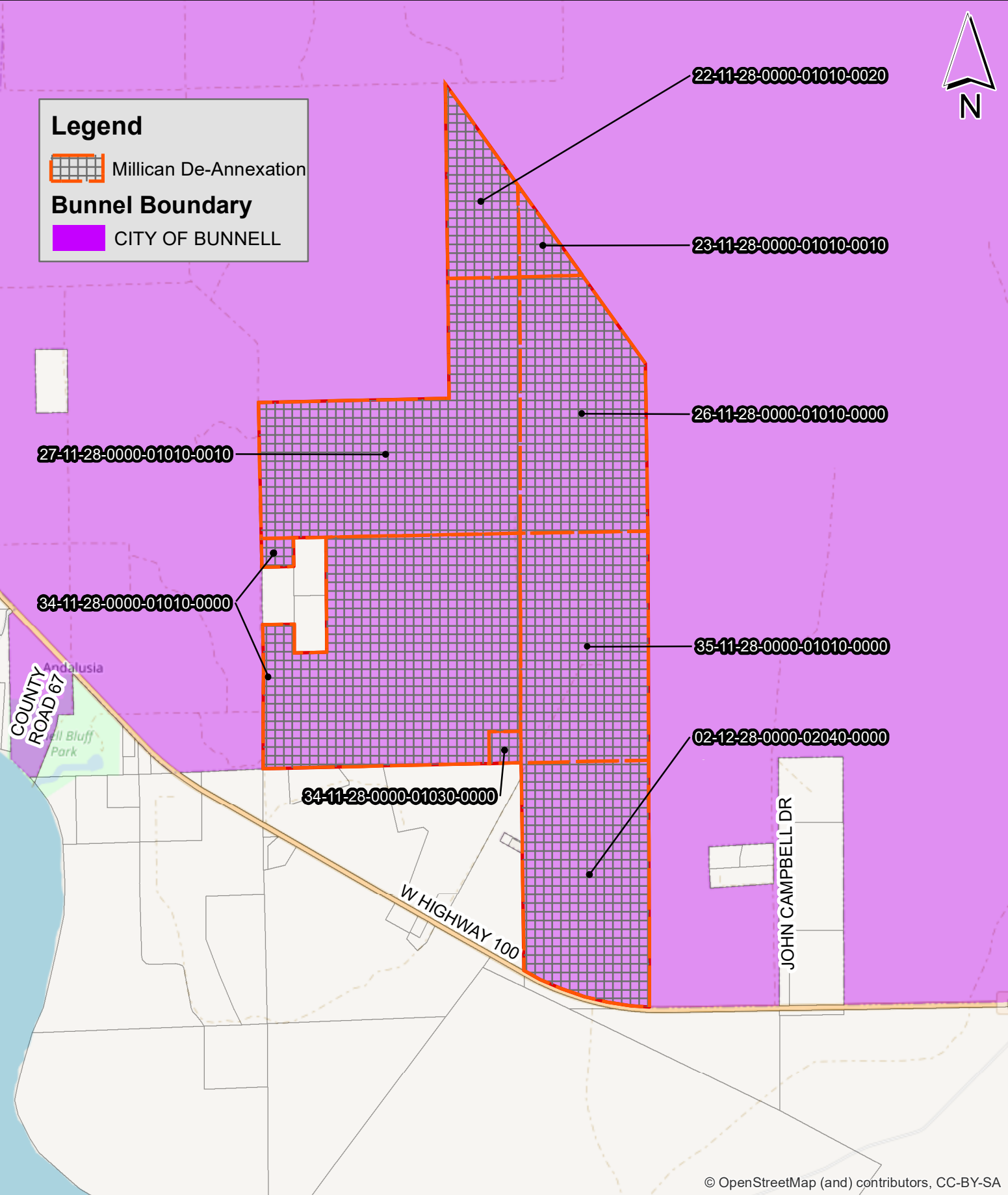


Legend

 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 Bunell Planning Services\DeAnnexation
 Map.mxd

2,750 1,375 0 2,750 Feet

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


 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.

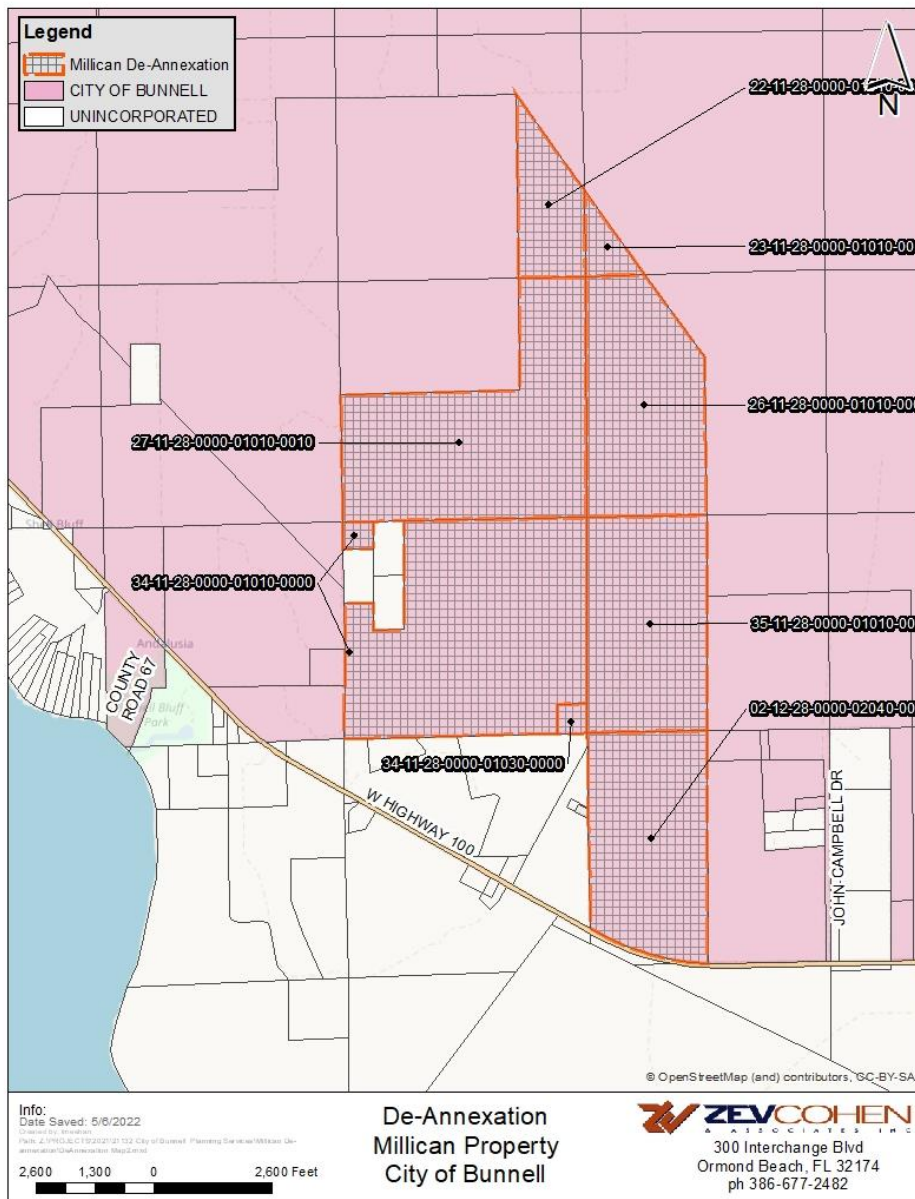
Criteria: Chapter 171.052 states that if area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

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.2.

Document Date: 8/22/2022 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- Second Reading.
Agenda Section: Ordinances: (Legislative):
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)
Presentation from Applicant	Exhibit

Summary/Highlights:

The applicant is requesting a small scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 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.

This matter was last heard at the August 22, 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 September 1, 2022 edition of the Palm Coast Observer.

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:

Adopt 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. - Second 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 12th day of September 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

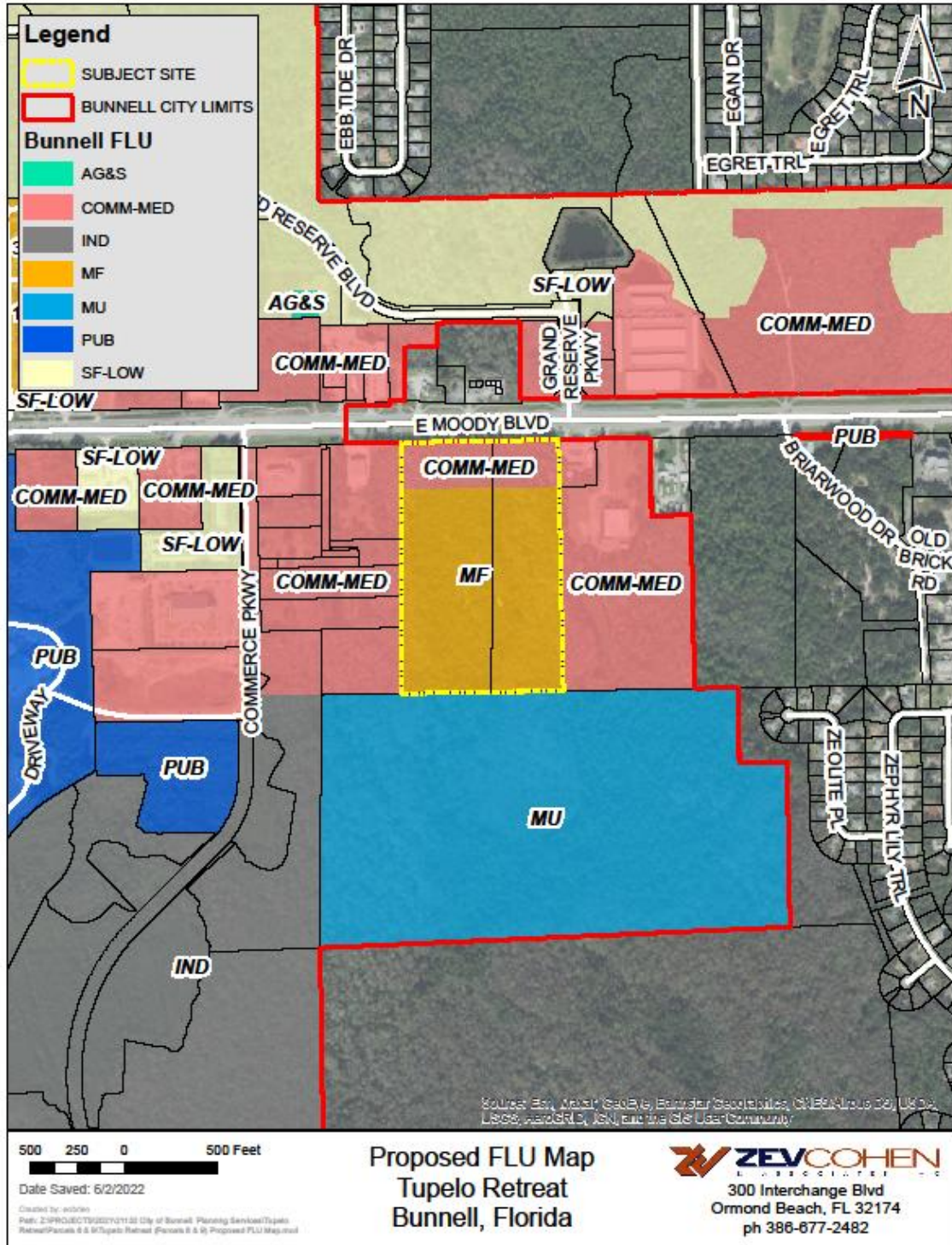
Attest:

Seal:



Kristen Bates, City Clerk, CMC

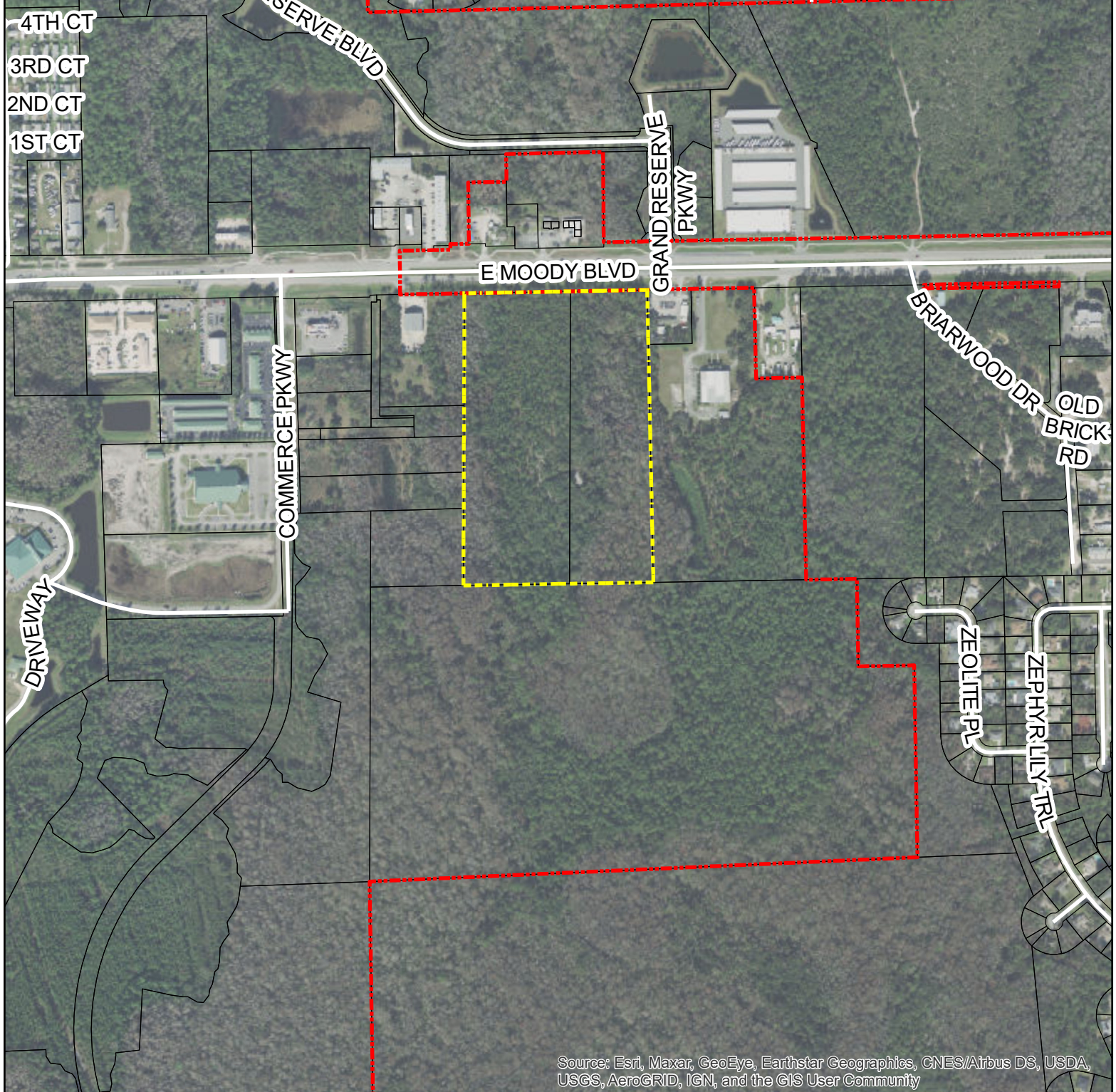
EXHIBIT A

Proposed Future Land Use Amendment

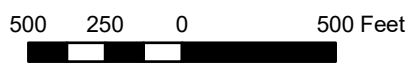


Legend

-  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
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**Aerial Map
 Tupelo Retreat
 Bunnell, Florida**



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



TUPELO

Parcels 8, 9 & 10

Background

Information

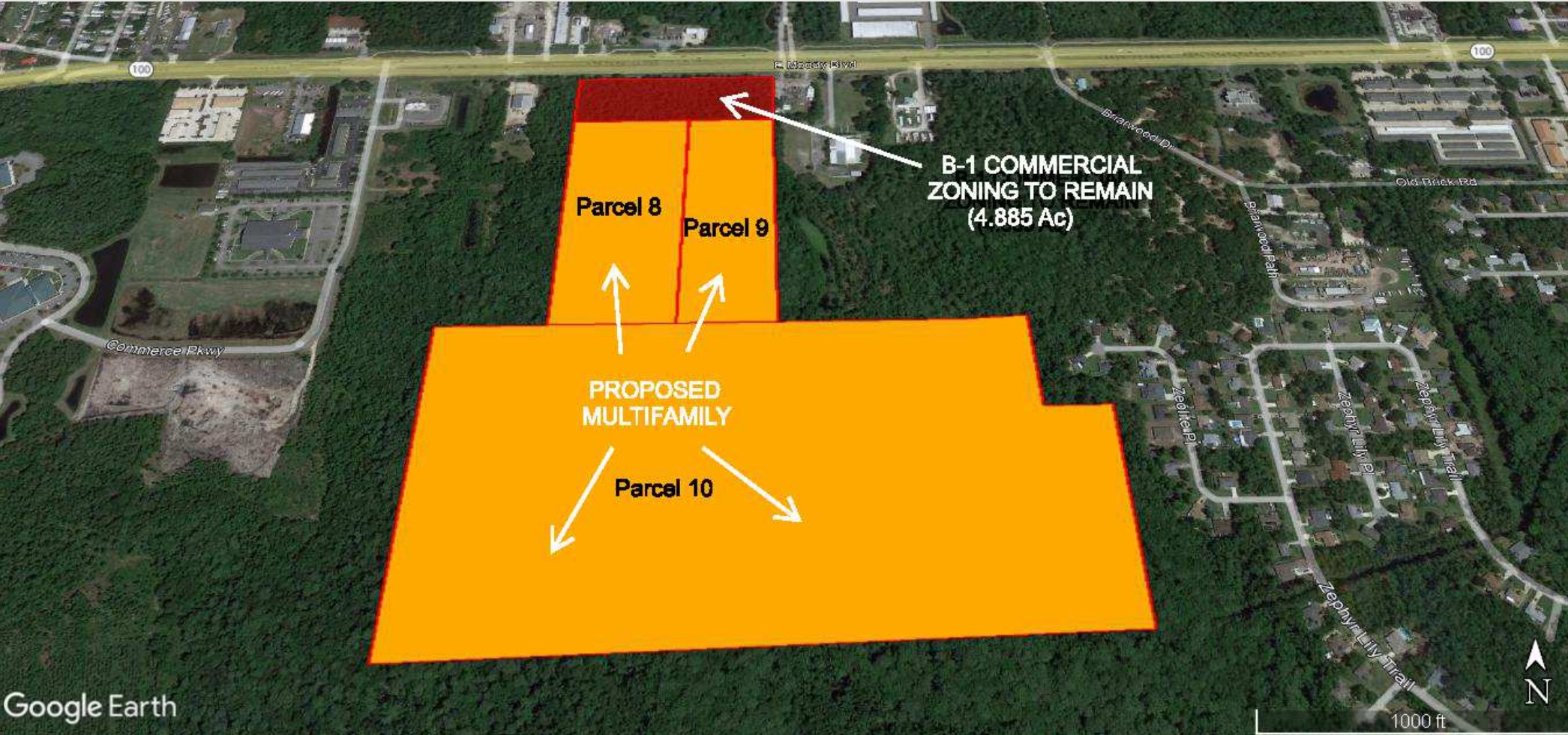
CITY OF BUNNELL PARCELS



PARCELS 8, 9 & 10



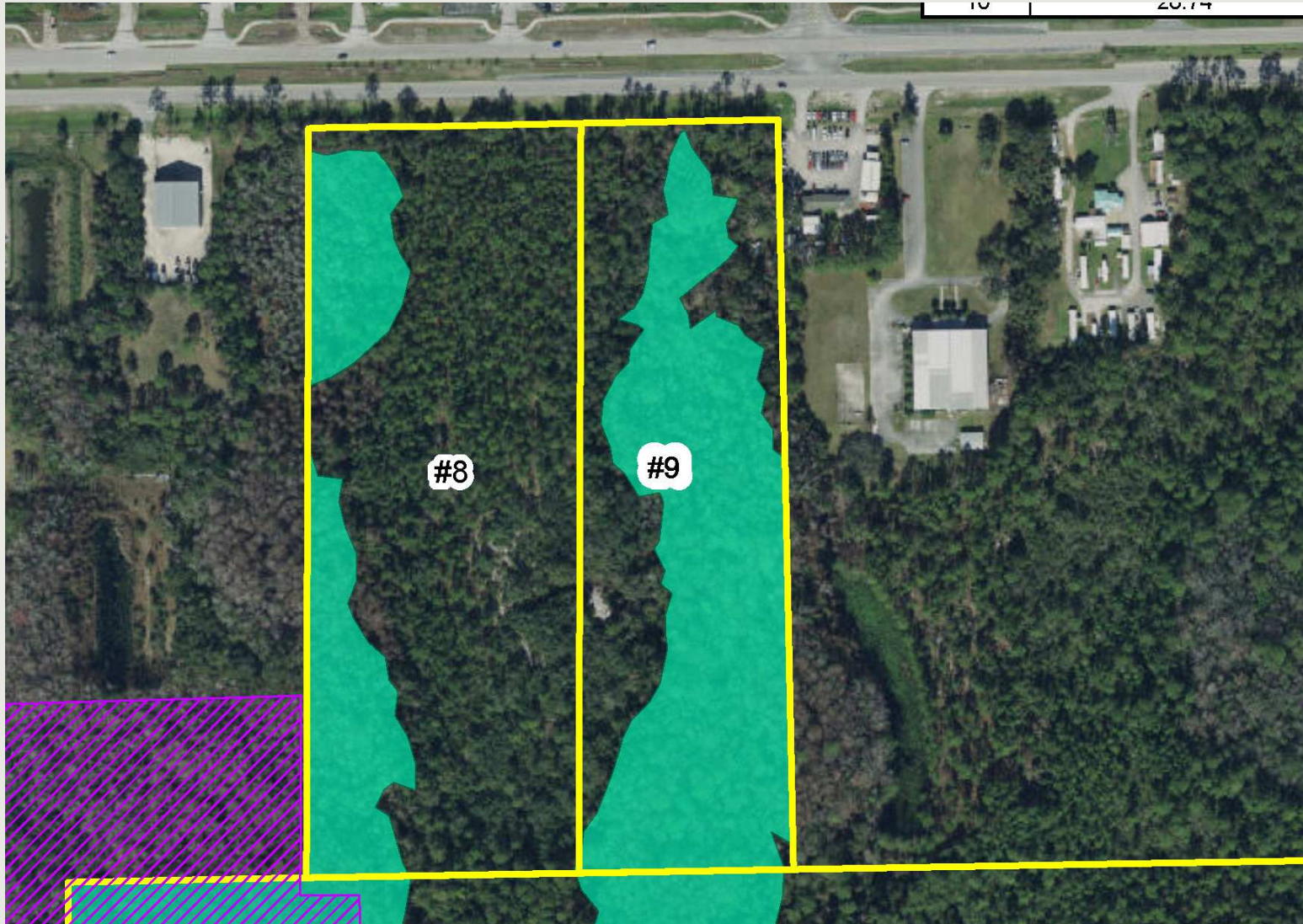
Parcels 8, 9 & 10



Proposed Action on 9/12/2022



WETLAND LINES



WETLAND LINES AND CONSERVATION EASEMENT

Document Path: C:\Users\Owner\Desktop\GIS\Oare Parcels\mxd\commercial\oare\wetland_ats.mxd

Parcel #	Conservation Easement (ac.)	Upland (ac.)	Wetland (ac.)	Total (ac.)
8	0	11.44	3.41	14.85
9	0	4.46	6.81	11.27
10	28.74	30.72	20	79.46

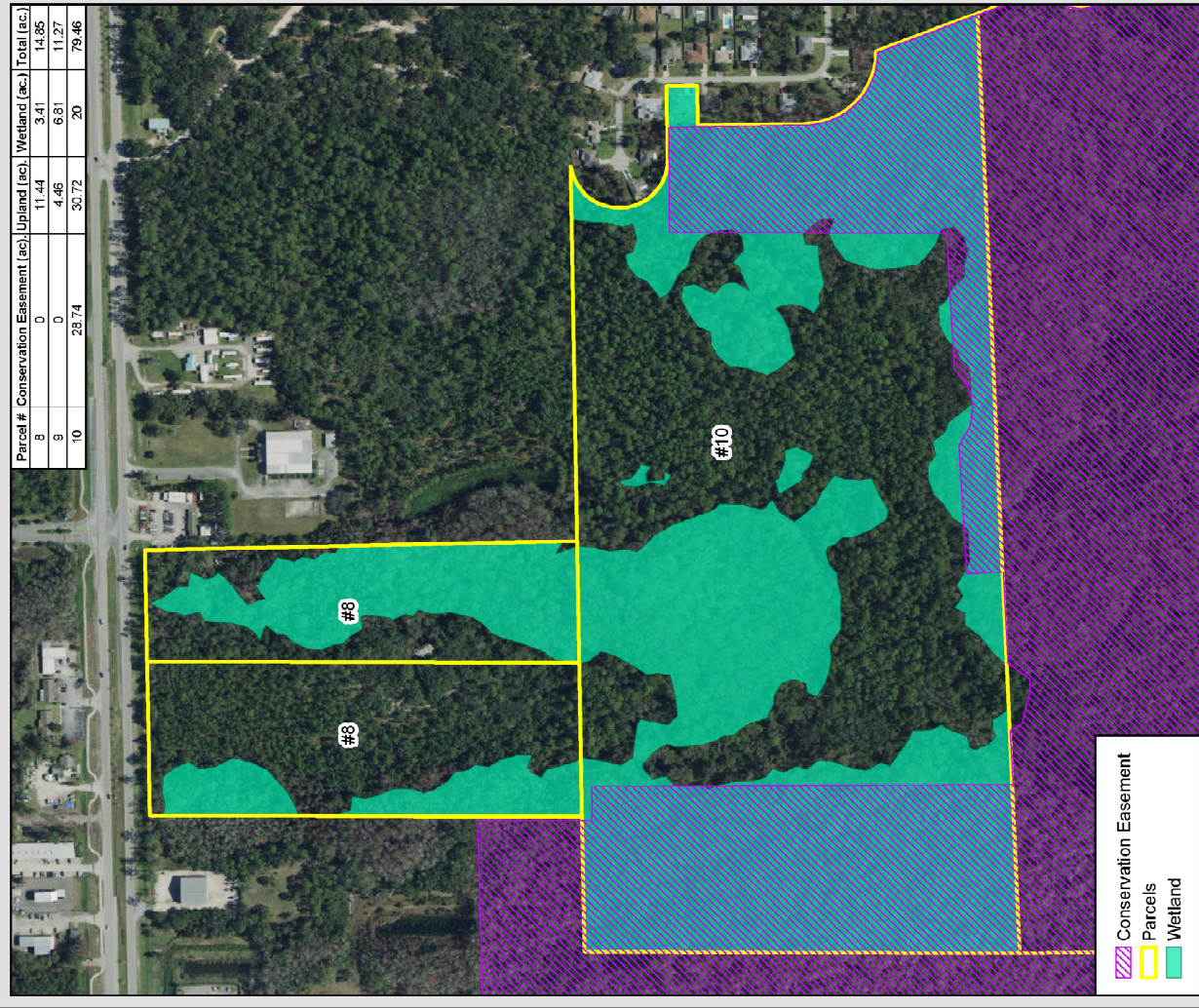


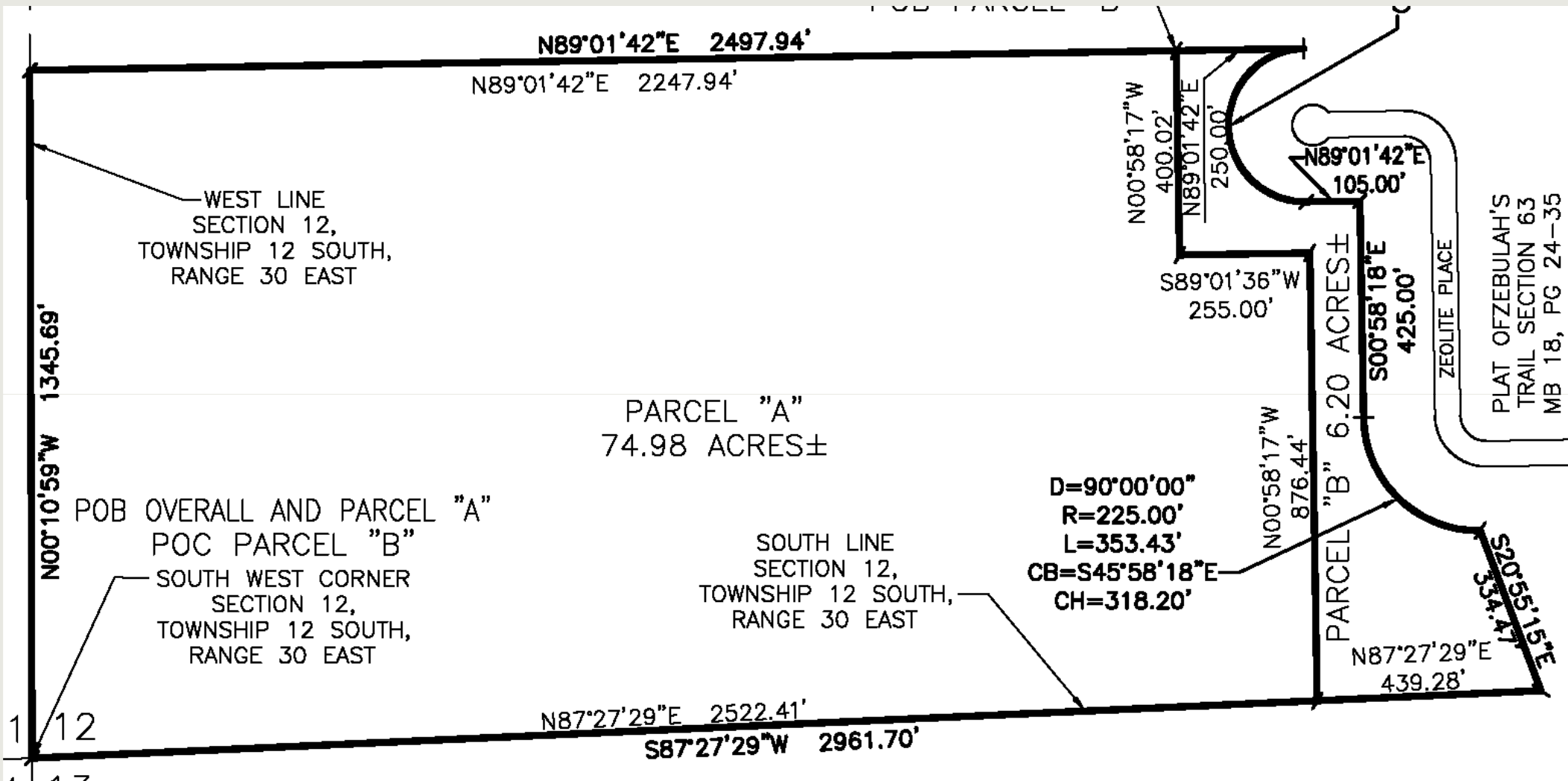
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 Date: 12-23-20

0 200 400 Feet

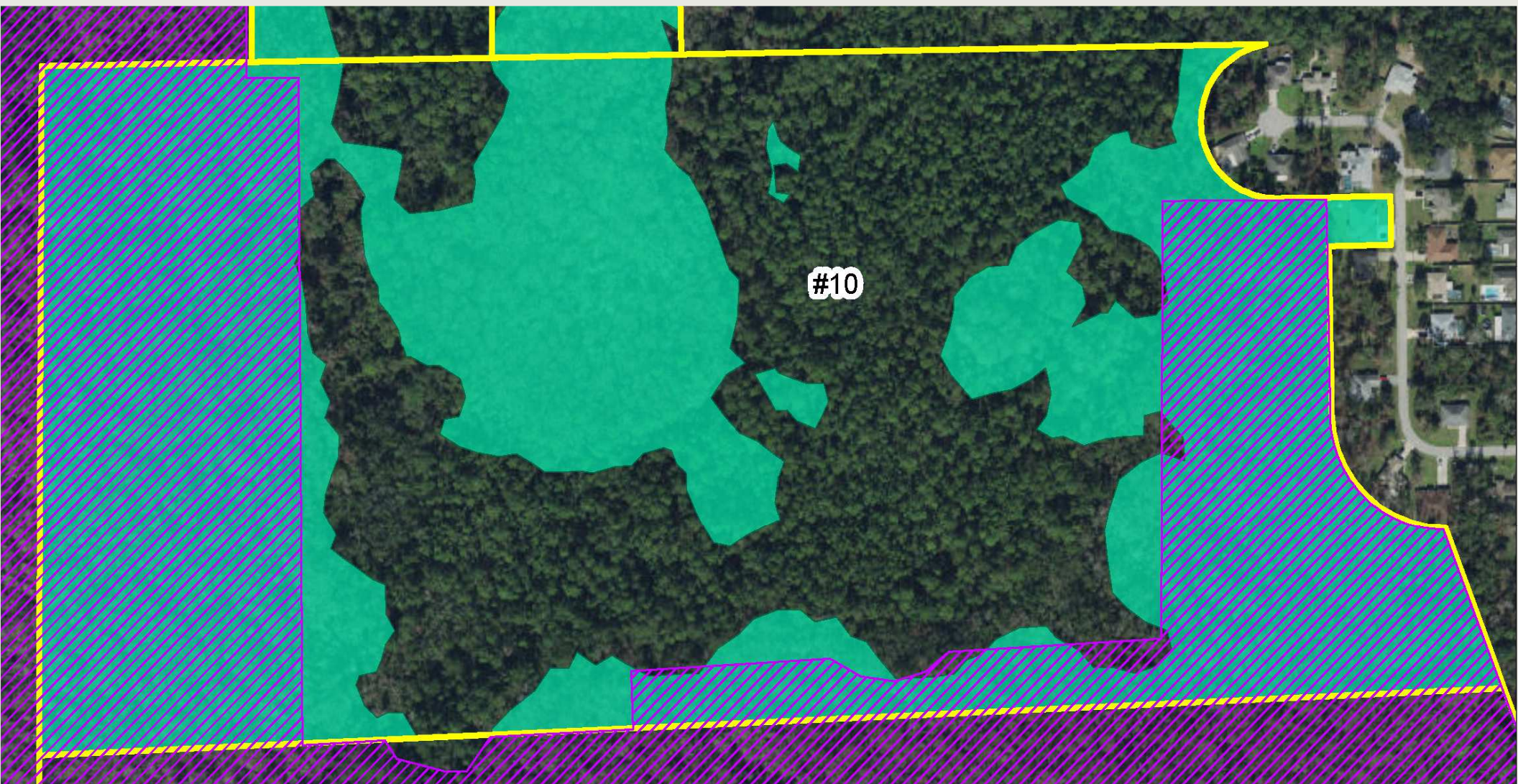
Wetland Map
Oare Parcels
Flagler County, Florida

WAXWAT@ANTICECO.COM
 904-347-8133 | coy@atlanticeco.com
 201 Esquire Rd., St. Augustine, FL 32080

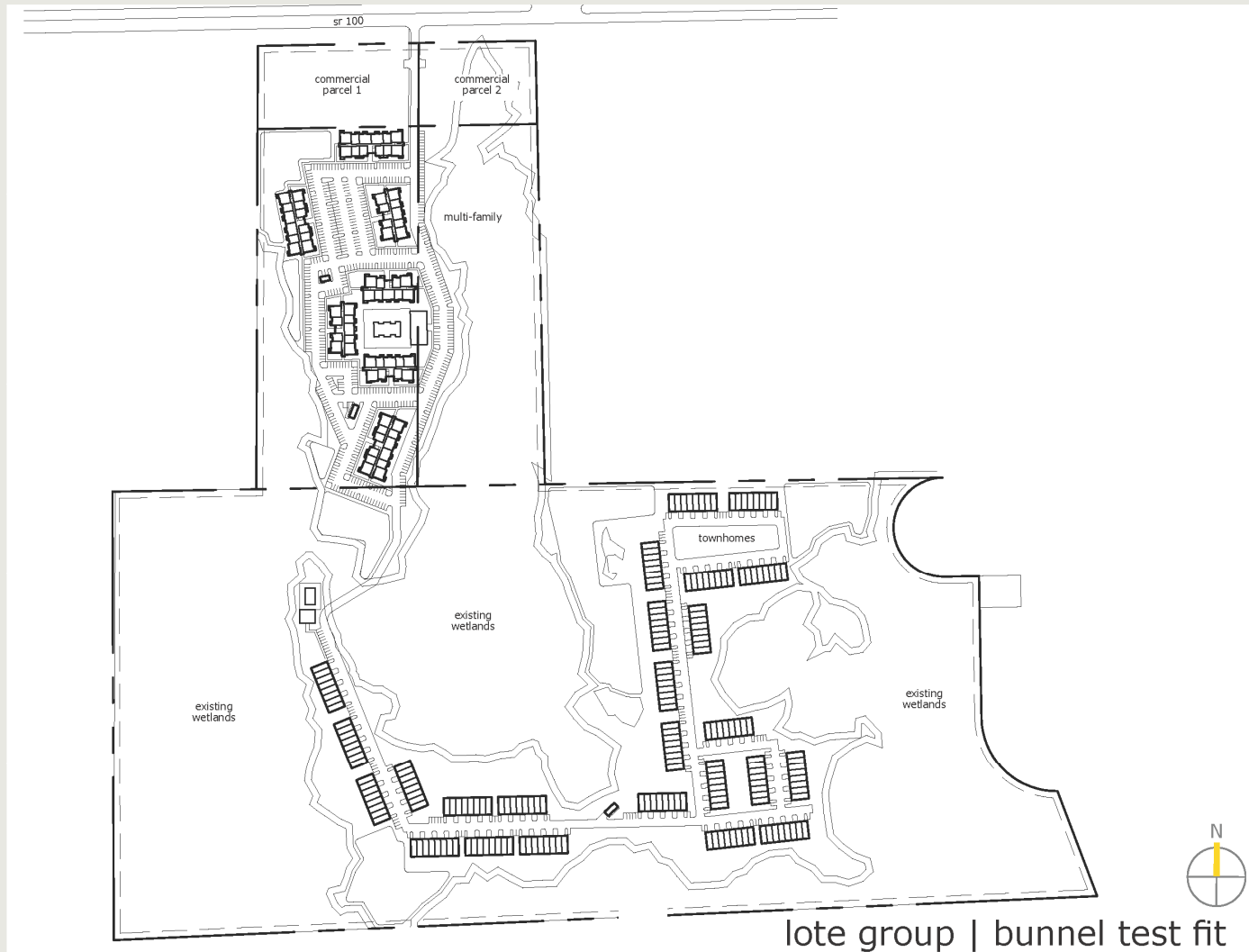
SURVEY OF PARCEL 10



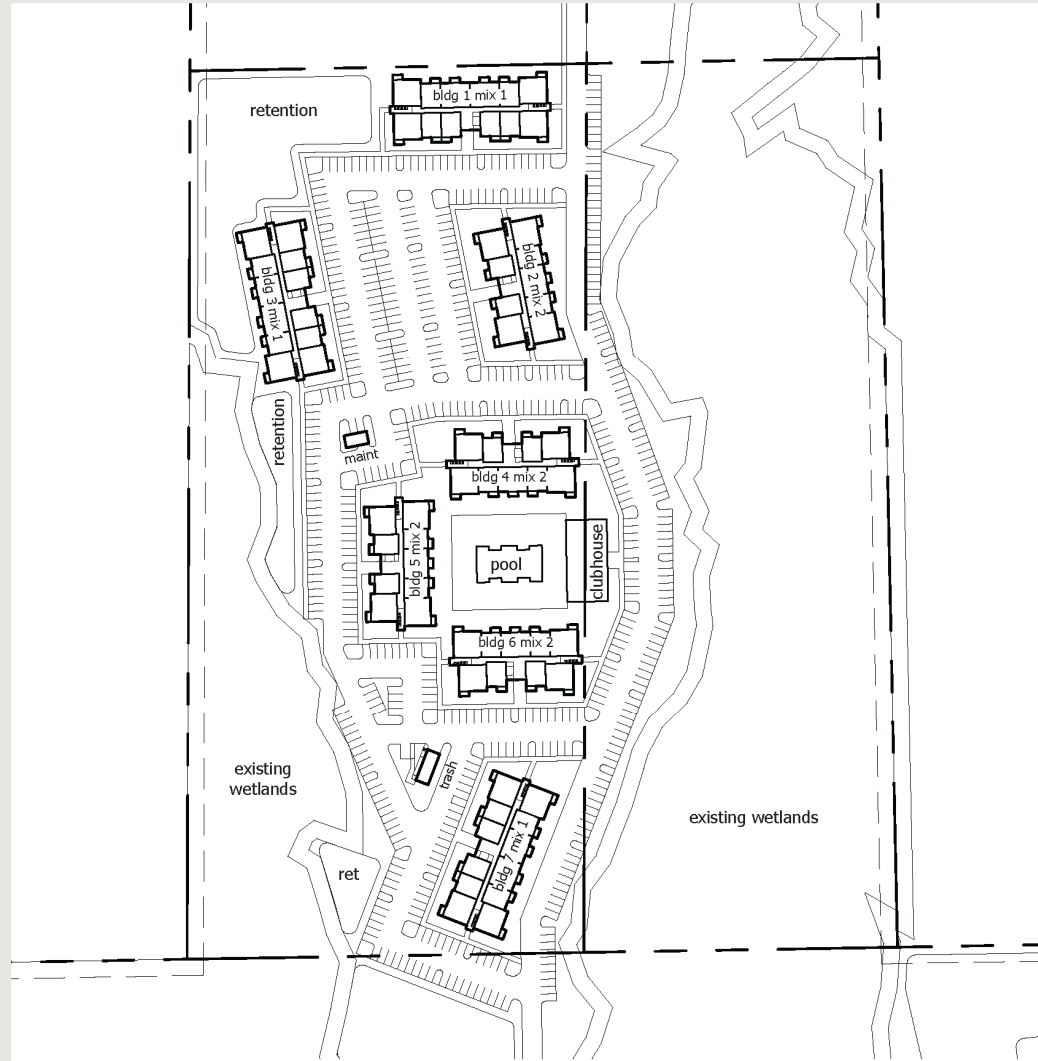
WETLAND LINES AND CONSERVATION EASEMENT



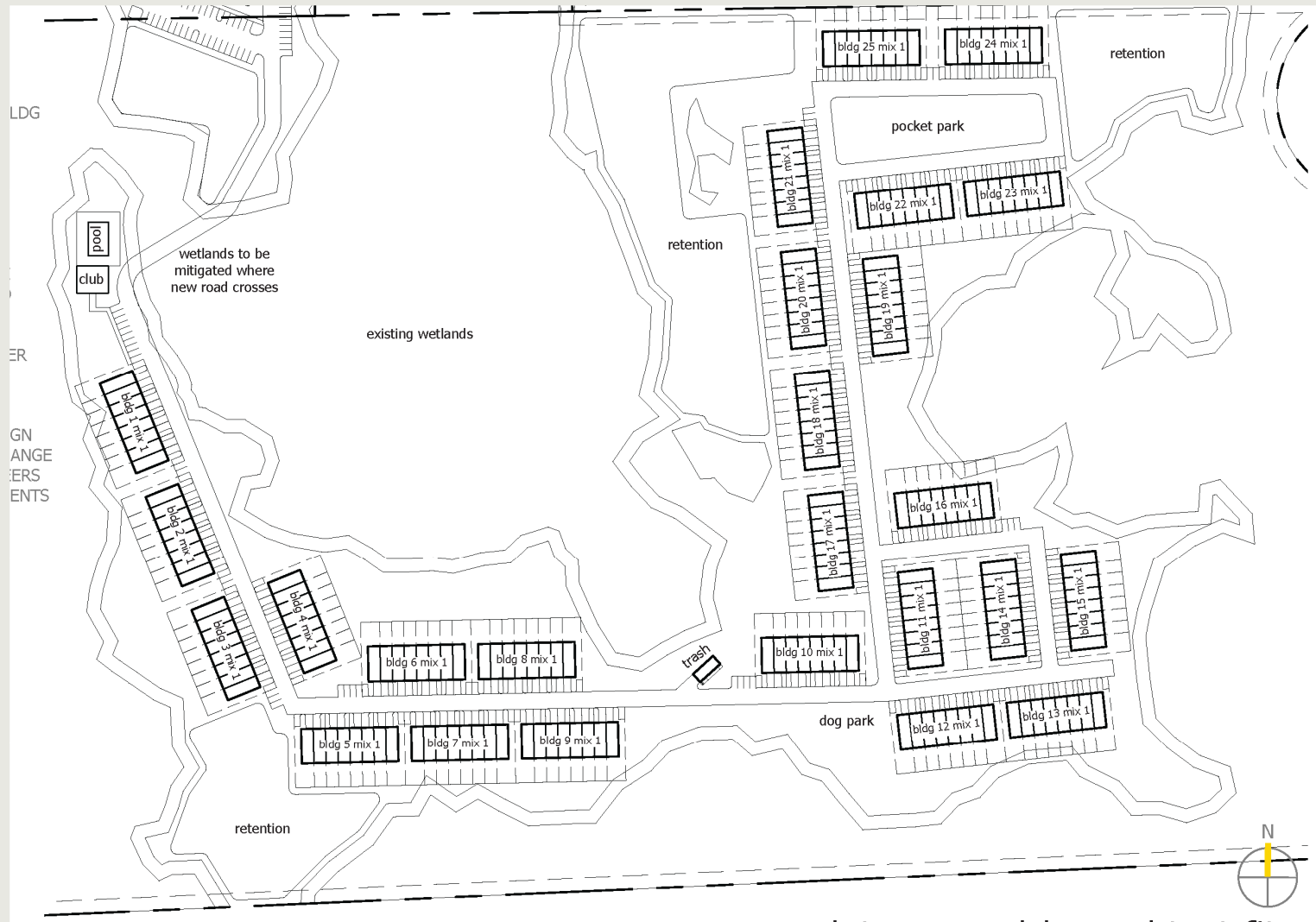
OVERALL CONCEPT PLAN



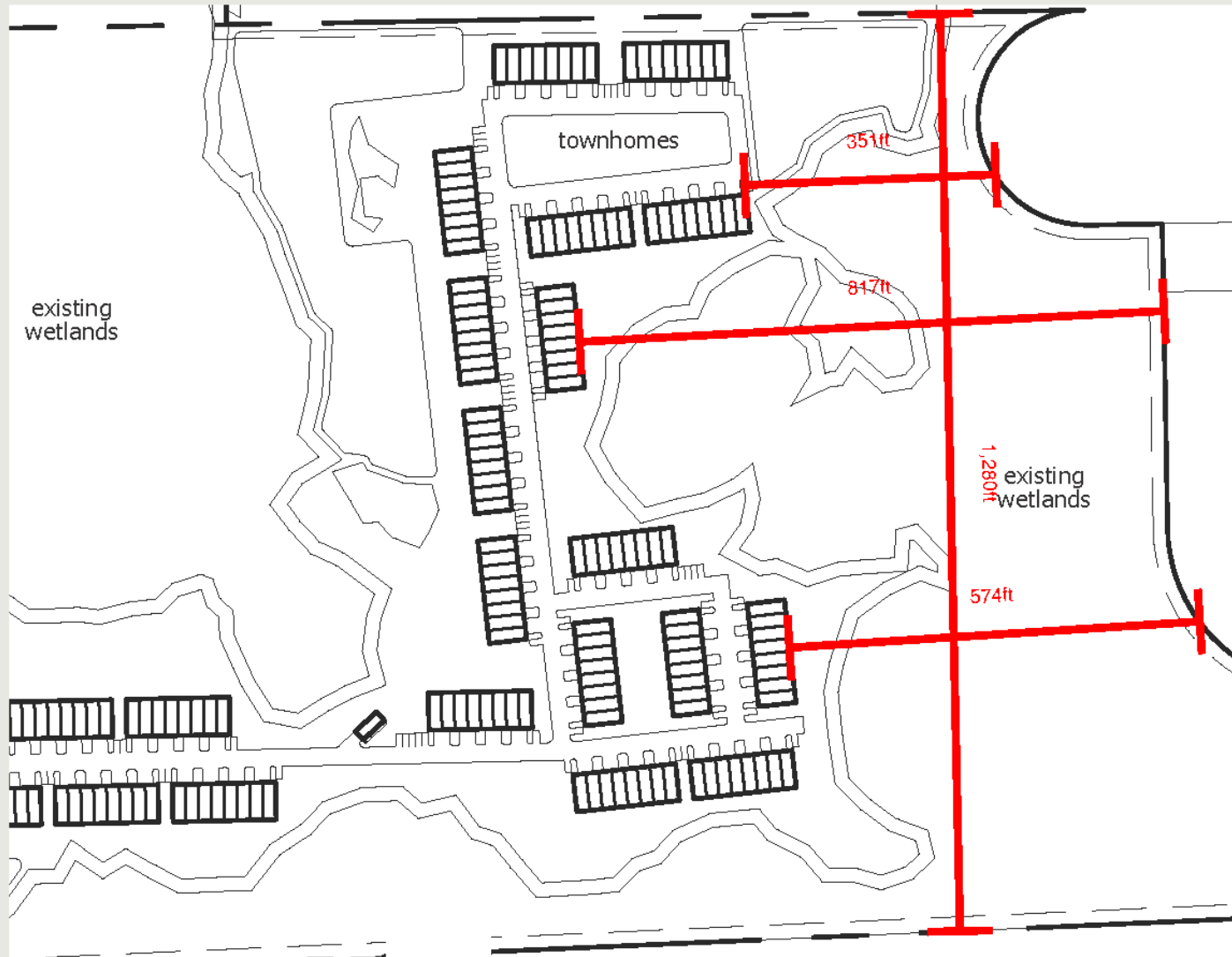
Concept for 8 & 9



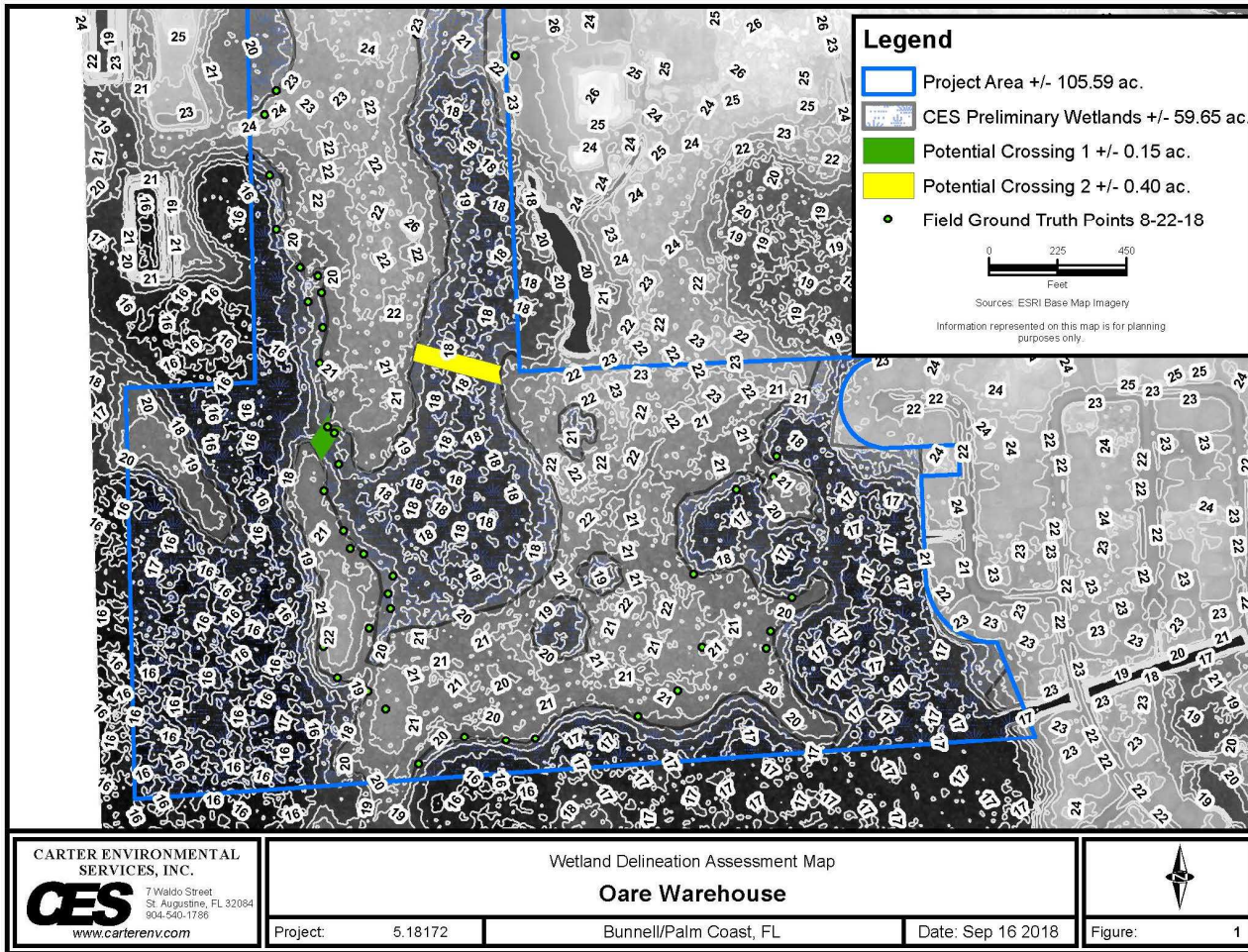
Concept for 10



“Z” SECTION SETBACKS



LIDAR TOPO





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 8/22/2022 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" - Second Reading
Agenda Section: Ordinances: (Legislative):
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.

This matter was last heard at the August 22, 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 September 1, 2022 edition of the Palm Coast Observer.

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:

Adopt 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" - Second 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): 12-12-30-0650-0000C0-0041 & 12-12-30-0650-0000C0-0042 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) 12-12-30-0650-0000C0-0041 & 12-12-30-0650-0000C0-0042 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:

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 East Moody Boulevard

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"Wand 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 12th day of September 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

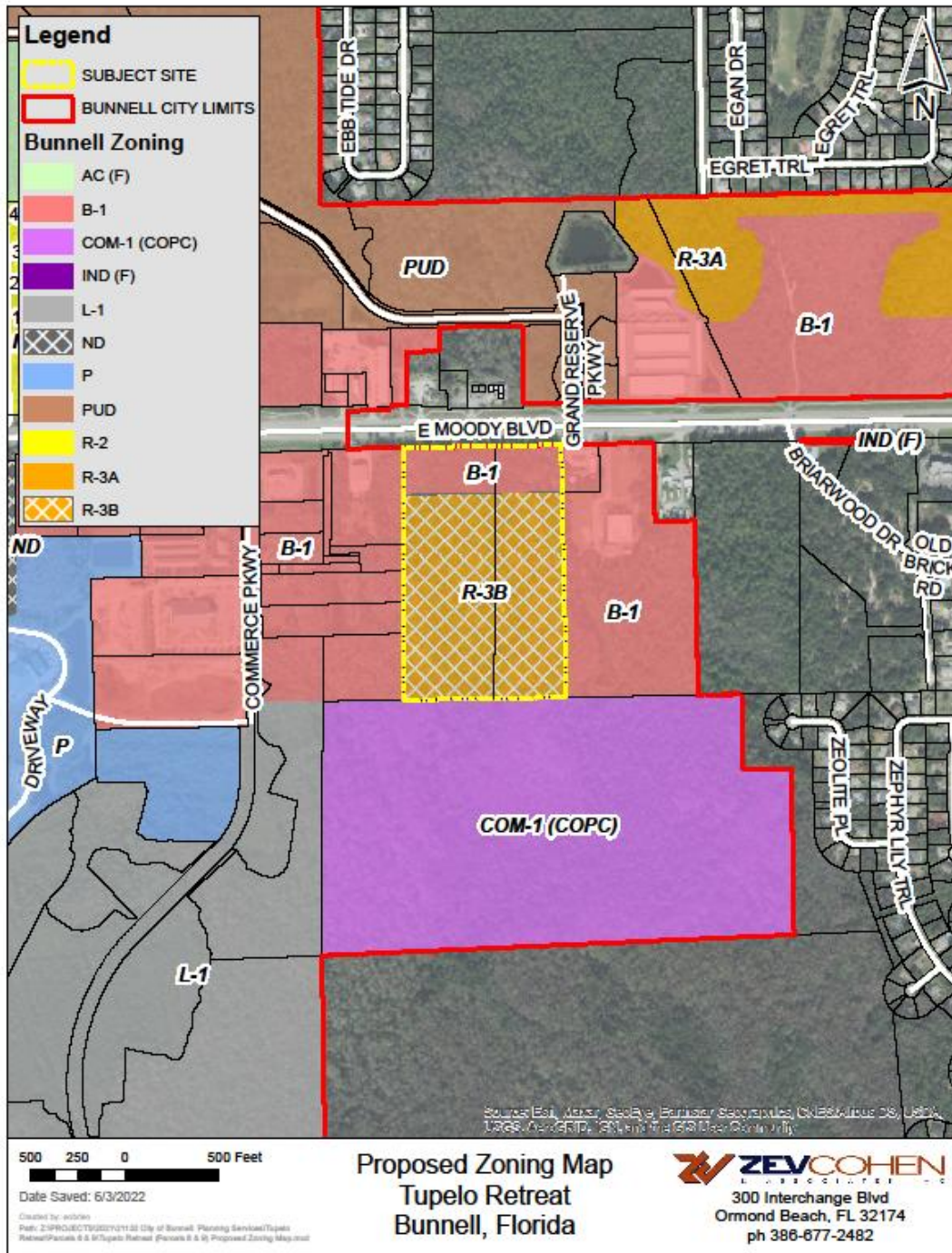
Attest:

Kristen Bates, City Clerk, CMC



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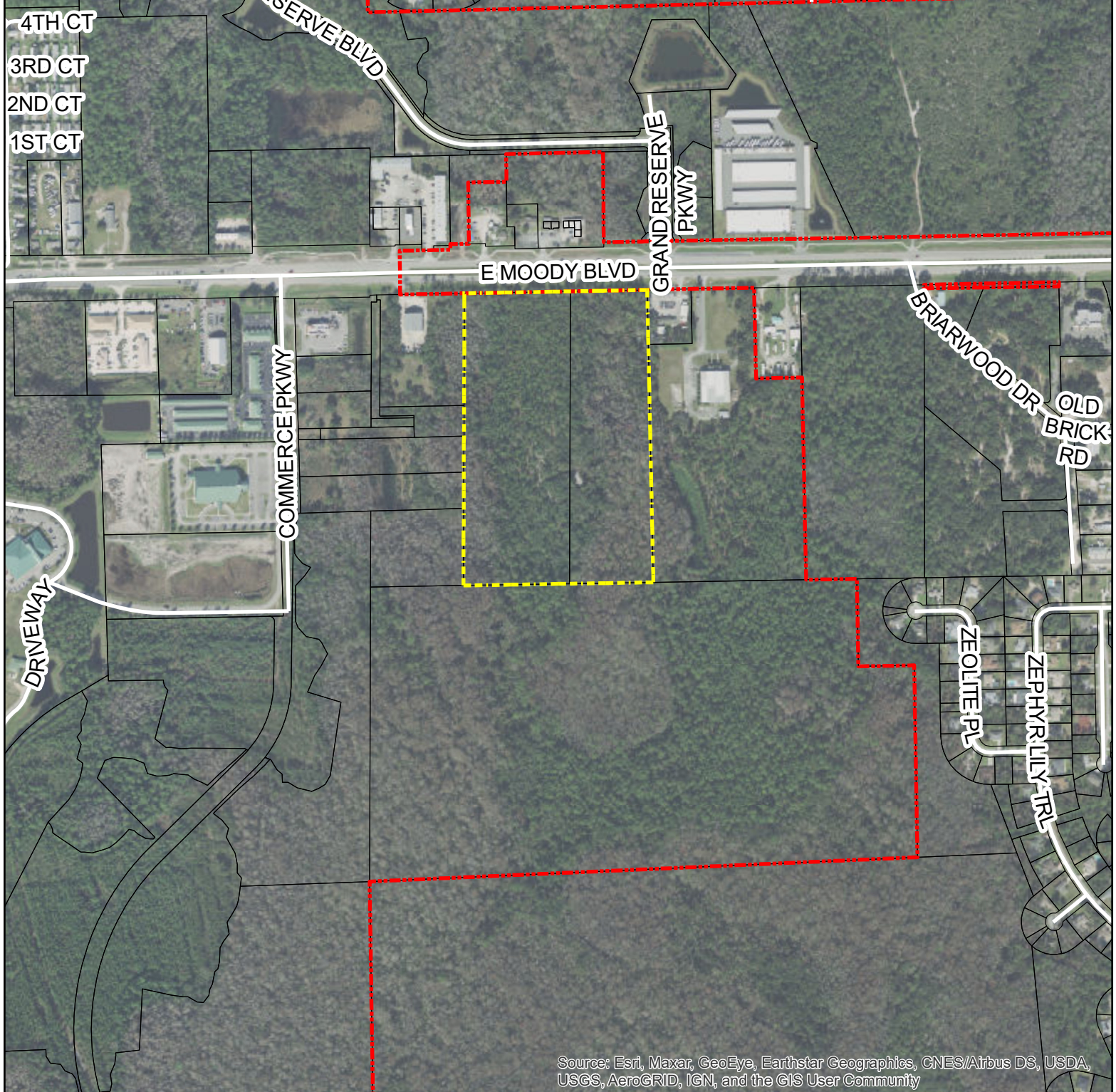
Exhibit "A"

Location Map

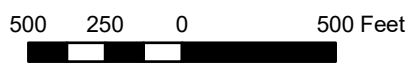


Legend

-  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

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 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. F.1.

Document Date: 8/22/2022 Amount:
Department: Finance Account #:
Subject: Public Hearing to consider the FY 2022/2023 Tentative Millage Rate
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Res 2022-07	Resolution
Additional Information	Cover Memo

Summary/Highlights:

As required by State Statute, this is the first Public Hearing to consider the tentative millage rate for FY 2022/2023. The millage rate being proposed is 7.4300 mills which is no change to the current year's millage rate.

Background:

The Truth In Millage (TRIM) law requires that the following be announced at the public hearing:

"The Tentative Millage Rate of 7.4300 is 11.51% greater than the computed rolled-back rate of 6.6632. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund operating budget, meaning that recurring revenues are sufficient to meet recurring expenditures 2) To implement the results of the salary study so we can recruit and retain qualified staff 3) Afford the rising costs of insurance, fuel and supplies 4) Contract with the Sheriff's Office to provide investigative services 5) Hire a construction management firm to oversee the \$500,000 renovation of the Coquina Building

The TRIM law also requires that the date, time, and place for the Final Public Hearing for the Final Annual Operating Budget for FY 2022/2023 to be announced. That date is September 26, 2022 at 7:00 PM at the Flagler County Governmental Services Building."

An opportunity for public comment on the proposed millage rate and tentative budget is also

specifically required by statute.

For informational purposes, an attachment has been included regarding millage rate history, tax bills and example tax bills.

Staff Recommendation:

Make the public announcement and adopt Resolution 2022-07 Setting the Tentative Millage Rate for Fiscal Year 2022-2023; adopting a millage rate of 7.4300 and setting the Final Public Hearing.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2022-07 Setting the Tentative Millage Rate for Fiscal Year 2022-2023; adopting a millage rate of 7.4300 and setting the Final Public Hearing.

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA ADOPTING A TENTATIVE MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2022-2023 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL, FLORIDA; SETTING A FINAL BUDGET HEARING DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2022-2023; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2022; and

WHEREAS, the City Manager has delivered the Recommended Annual Operating Budget for FY 2022-2023 in accordance with Article IV, Section 4.04 of the City Charter; and

WHEREAS, a public hearing on the proposed millage rate has been conducted by the City Commission of the City of Bunnell at 7:00 PM on September 12, 2022 and a public hearing for the final millage rate will be conducted at 7:00 PM on September 26, 2022; and

WHEREAS, the public was and will be provided an opportunity for comment at both public hearings.

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

Section 1: The above "WHEREAS" clauses are incorporated by reference.

Section 2: That the City Commission hereby adopts and imposes a tentative millage rate of 7.4300 for ad valorem taxation within the City of Bunnell, Florida for the 2022-2023 fiscal year. This tentative ad valorem tax shall be levied upon the 2022 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2022 and ending September 30, 2023.

Section 3: The ad valorem millage rate of 7.4300 to be levied upon all taxable property located within the City of Bunnell is 11.51% greater than the computed rolled-back rate of 6.6632.

Section 4: The Final Budget Hearing is hereby set for September 26, 2022 at 7:00 PM.

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

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 12th day of September 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:

Approved as to Form:

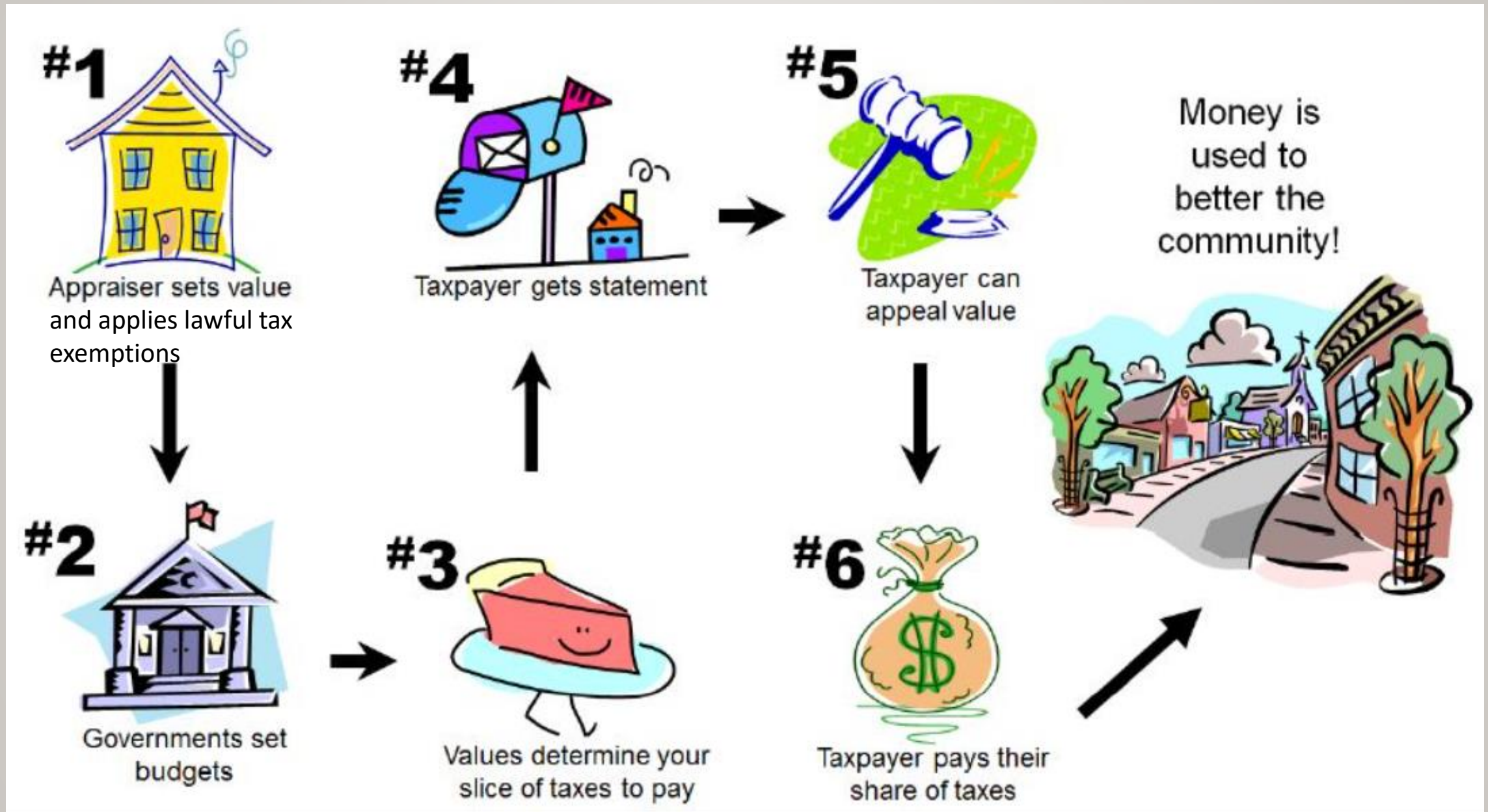
Vose Law Firm, City Attorney

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CITY OF BUNNELL MILLAGE RATE HISTORY



AD VALOREM (PROPERTY) TAXES IN MORE DETAIL



AD VALOREM (PROPERTY) TAXES IN MORE DETAIL

Legal description

GRAND RESERVE & GOLF CLUB,RPUD UNIT 1 MB 36 PG 100 LOT 47 OR 1833/825 OR 2197/1402 OR 2260/965

2020 Tax Bill

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
FLAGLER COUNTY					
GENERAL FUND	8.1297	161,237	50,000	111,237	\$904.33
ESL	0.1250	161,237	50,000	111,237	\$13.90
2015 G O BONDS	0.2050	161,237	50,000	111,237	\$22.80
2009/2016 ESL BONDS	0.1250	161,237	50,000	111,237	\$13.91
FLAGLER COUNTY SCHOOL BOARD					
GENERAL FUND	3.9540	161,237	25,000	136,237	\$538.68
DISCRETIONARY	0.7480	161,237	25,000	136,237	\$101.91
CAP. OUTLAY	1.5000	161,237	25,000	136,237	\$204.35
CITY OF BUNNELL	6.4300	161,237	50,000	111,237	\$715.25
MOSQUITO CONTROL	0.2458	161,237	50,000	111,237	\$27.34
ST. JOHNS RIVER WATER MGMT	0.2414	161,237	50,000	111,237	\$26.85
FIND	0.0320	161,237	50,000	111,237	\$3.56
Total	21.7359				\$2,572.88

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
DEER RUN CDD		\$2,003.48
Total		\$2,003.48

27.8% of Ad Valorem is paid to the City. The remaining 72.2% is paid to other local governments.

Governmental Services funded with City of Bunnell tax dollars:

- City Commission
- City Manager & City Clerk
- Finance & Administration
- Legal
- Information Services
- Facilities
- Police Department
- Public Works (Roads)
- Community Development
- Code Enforcement
- Parks & Recreation

No tax dollars are allocated to:
Water & Sewer
Solid Waste

Combined taxes and assessments: \$4,576.36

Since this is a resident of Grand Reserve, which has a CDD, 15.6% of the entire tax bill was paid to the City.

PROPOSED ONE MIL INCREASE: COST TO HOMEOWNERS

	2017	2018	2019	2020	2021	2022	Change for 2022	Reason
503 S. Moore	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$0 increased taxable value)
305 Deen Road	\$271.98	\$248.08	\$258.90	\$272.25	\$324.19	\$357.90	\$33.71	(\$33.71 increased taxable value)
610 Fifth Street	\$410.35	\$370.85	\$384.01	\$400.24	\$474.15	\$499.52	\$25.37	(\$25.37 increased taxable value)
100 S Knight Street	\$500.62	\$451.01	\$465.74	\$483.92	\$572.27	\$229.19	(\$343.08)	(Homeowner received additional \$50,000 exemption)
146 GolfView	\$655.94	\$588.76	\$606.06	\$627.39	\$740.31	\$1,593.56	\$853.25	(Home sold in 2021 so was reassessed)
932 Gallberry Ct	\$756.50	\$677.99	\$696.97	\$720.40	\$849.30	\$885.92	\$36.62	(\$36.62 increased taxable value)
941 Gallberry Ct	\$946.61	\$846.67	\$868.87	\$896.25	\$1,055.33	\$1,098.14	\$42.81	(\$42.81 increased taxable value)
1012 Wadsworth Way	\$1,058.92	\$946.31	\$970.40	\$1,000.11	\$1,177.02	\$1,223.48	\$46.46	(\$46.46 increased taxable value)



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 8/22/2022 Amount:
Department: Finance Account #:
Subject: Public Hearing to consider the FY 2022/2023 Tentative Budget
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Res 2022-08	Resolution
Res 2022-08 Exhibit A	Resolution

Summary/Highlights:

As required by State Statute, this is the first Public Hearing to consider Resolution 2022-08 adopting the tentative operating budget for FY 2022/2023.

Background:

Staff created the tentative budget in May and June. There was a General Fund budget workshop held on July 20th and an Enterprise Fund budget workshop held on August 22nd. All discussed changes have been made and the tentative budget is being submitted for approval.

Staff Recommendation:

Adopt Resolution 2022-08 Setting the Tentative Operating Budget for Fiscal Year 2022-2023.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2022-08 Setting the Tentative Operating Budget for Fiscal Year 2022-2023.

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-08

**A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY
FLORIDA; ADOPTING A TENTATIVE ANNUAL OPERATING
BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022
AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Manager of the City of Bunnell, Florida, has submitted to the City Commission of the City of Bunnell the Recommended Annual Operating Budget for FY 2022-2023 in accordance with State law; and

WHEREAS, the Recommended Annual Operating Budget for FY 2022-2023 totals \$42,097,679 (Forty-Two Million Ninety-Seven Thousand Six Hundred Seventy-Nine Dollars and 00/100), of which \$34,885,676 (Thirty-Four Million Eight Hundred Eighty-Five Thousand Six Hundred Seventy-Six Dollars and 00/100) is budgeted for expenditures and \$7,212,003 (Seven Million Two Hundred Twelve Thousand Three Dollars and 00/100) is budgeted reserves; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Commission of the City of Bunnell at 7:00 PM on September 12, 2022 and a public hearing for the final budget will be conducted at 7:00 PM on September 26, 2022; and

WHEREAS, the public was and will be provided an opportunity for comment at both public hearings.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF BUNNELL AS FOLLOWS:

Section 1: The above "WHEREAS" clauses are incorporated by reference.

Section 2: The City Commission hereby adopts the Tentative Annual Operating Budget attached to and by reference made a part hereof as Exhibit A for the City of Bunnell, Florida for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

Section 3: The budget tentatively adopted in the preceding section shall govern the expenditures of the City during the ensuing fiscal year effective October 1, 2022 through September 30, 2023.

Section 4: This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 12th day of September 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:

APPROVED AS TO FORM AND LEGALITY:

Vose Law Firm, City Attorney

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FY2022 General Fund 001
 PREPARED: 9/1/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

AD VALOREM TAXES (7.43 MILLS + DELINQUENT)	2,247,916
LOCAL OPTION TAXES	304,539
UTILITY SERVICE TAXES	526,800
COMMUNICATION SERVICES TAX	150,000
LOCAL BUSINESS TAXES	115,000
PERMITS & FEES	546,700
FRANCHISE FEES	305,000
FEDERAL GRANTS	688,000
STATE GRANTS	500,000
STATE SHARED REVENUES	290,185
CHARGES FOR SERVICES	677,778
FINES	29,500
OTHER	26,150
INTERFUND TRANSFERS IN	231,237
TOTAL REVENUES:	<u>\$ 6,638,805</u>
CASH FORWARD:	<u>\$ 2,436,979</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 9,075,784</u></u>

EXPENDITURES:

LEGISLATIVE	244,261
EXECUTIVE	443,313
FINANCIAL & ADMINISTRATIVE	567,905
LEGAL	84,520
IT	147,912
MUNICIPAL COMPLEX	143,982
POLICE	2,185,176
COMMUNITY DEVELOPMENT	511,309
ENGINEERING	101,624
STORMWATER MANAGEMENT	922,454
PUBLIC WORKS	840,381
FLEET MAINTENANCE	139,769
ECONOMIC ENVIRONMENT	47,992
HEALTH SERVICES	25,608
PARKS & RECREATION	969,578
TOTAL EXPENDITURES:	<u>\$ 7,375,784</u>
RESERVES:	<u>\$ 1,700,000</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 9,075,784</u></u>

FY2022 Impact Fee Fund 303
 PREPARED: 9/1/2022
 FINANCE: Shanea Stankiewicz

APPROVED BUDGET

REVENUES:

IMPACT FEES	<u>344,000</u>
TOTAL REVENUES:	<u>\$ 344,000</u>
CASH FORWARD:	<u>\$ 566,410</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 910,410</u></u>

EXPENDITURES:

LAW ENFORCEMENT	155,576
PUBLIC WORKS/TRANSPORTATION	608,285
PARKS & RECREATION	<u>146,549</u>
TOTAL EXPENDITURES:	<u>\$ 910,410</u>
RESERVES:	<u>\$ -</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 910,410</u></u>

FY2022 Water Fund 401
PREPARED: 9/1/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES: _____

CHARGES FOR SERVICES	2,192,134
PROPRIETARY NON-OPERATING SOURCES	<u>6,000</u>
TOTAL REVENUES:	\$ 2,198,134
CASH FORWARD:	<u>\$ 2,381,475</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 4,579,609</u></u>

EXPENDITURES: _____

WATER DEPARTMENT	2,302,721
INTERFUND TRANSFERS OUT	<u>76,818</u>
TOTAL EXPENDITURES:	\$ 2,379,539
RESERVES:	<u>\$ 2,200,070</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 4,579,609</u></u>

FY2022 Water Impact Fee Fund 401F
PREPARED: 9/1/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

WATER IMPACT FEES	<u>287,232</u>
TOTAL REVENUES:	\$ 287,232
CASH FORWARD:	<u>\$ 1,567,160</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 1,854,392</u></u>

EXPENDITURES:

WATER DEPARTMENT	<u>1,750,000</u>
TOTAL EXPENDITURES:	\$ 1,750,000
RESERVES:	<u>\$ 104,392</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 1,854,392</u></u>

FY2022 Solid Waste Fund 402
 PREPARED: 9/1/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

PERMITS AND FEES	59,600
CHARGES FOR SERVICES	975,000
INTEREST & MISC. INCOME	<u>1,000</u>
TOTAL REVENUES:	\$ 1,035,600
CASH FORWARD:	<u>\$ 547,520</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 1,583,120</u></u>

EXPENDITURES:

SOLID WASTE	1,234,225
INTERFUND TRANSFERS OUT	<u>52,000</u>
TOTAL EXPENDITURES:	\$ 1,286,225
RESERVES:	<u>\$ 296,895</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 1,583,120</u></u>

FY2022 Sewer Fund 404
 PREPARED: 9/1/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

CHARGES FOR SERVICES	2,448,104
PROPRIETARY NON-OPERATING SOURCES	<u>16,914,022</u>
TOTAL REVENUES:	\$ 19,362,126
CASH FORWARD:	<u>\$ 2,321,884</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 21,684,010</u></u>

EXPENDITURES:

SEWER DEPARTMENT	19,271,299
INTERFUND TRANSFERS OUT	<u>102,419</u>
TOTAL EXPENDITURES:	\$ 19,373,718
RESERVES:	<u>\$ 2,310,292</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 21,684,010</u></u>

FY2022 Sewer Impact Fee Fund 404IF
PREPARED: 9/1/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES: _____

IMPACT FEES	<u>381,974</u>
TOTAL REVENUES:	\$ 381,974
CASH FORWARD:	<u>\$ 2,024,728</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 2,406,702</u></u>

EXPENDITURES: _____

SEWER DEPARTMENT	<u>1,810,000</u>
TOTAL EXPENDITURES:	\$ 1,810,000
RESERVES:	<u>\$ 596,702</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 2,406,702</u></u>



City of Bunnell, Florida

Agenda Item No. F.3.

Document Date: 8/23/2022 Amount:
Department: Infrastructure Account #:
Subject: Resolution 2022-09 Request to Sign FDOT Highway Maintenance
Memorandum of Agreement
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Resolution 2022-09	Resolution
FDOT Memorandum of Agreement	Contract
Letter from FDOT	Exhibit

Summary/Highlights:

The current routine highway maintenance Memorandum of Agreement (AS290) between the City of Bunnell and Florida Department of Transportation, expires on October 5, 2022. Contract renewal is needed in order to continue to perform maintenance of the right of way.

Background:

The City of Bunnell has an agreement (Memorandum of Agreement) with Florida Department of Transportation to perform routine maintenance of the right of way within our jurisdiction in accordance with the terms and conditions of the agreement. The contract amount is \$85,424.00 per year. This amount will remain unchanged through 10/4/2025.

Staff Recommendation:

Adopt Resolution 2022-09 Authorizing the Mayor to Renew the Contract between the City of Bunnell and the Florida Department of Transportation for the Maintenance of State Road Rights-of-Way by the City.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

RESOLUTION 2022-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AUTHORIZING THE MAYOR TO SIGN NEW THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BUNNELL, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF- WAY BY THE CITY, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Bunnell, Florida authorized City Staff to pursue Contract #AST40 between the City of Bunnell and the State of Florida Department of Transportation (FDOT) to perform highway maintenance of the State road rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORIZATION TO EXECUTE AGREEMENT.

The Mayor is hereby authorized to sign the Highway Maintenance "Contract #AST40", between the City and the Florida Department of Transportation, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. CONFLICTS.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption by the City Commission.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 12th day of September 2022.

Catherine D. Robinson, Mayor

(Seal)

ATTEST:

Kristen Bates, City Clerk

Approved as to form and legality
for use and reliance by the City of
Bunnell, Florida

City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AST40

FINANCIAL PROJECT NO.:244172-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Bunnell, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

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

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

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

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$21,356.00 per quarter, equating to \$85424.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Christopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Project Manager

Name: Christopher Engels

Address: 1650 Kepler Rd, Deland FL. 32724

Telephone: 386-740-3422

Email: christopher.engels@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Public Works Director

Name: Dustin Vost

Address: P.O.Box 756, Bunnell, Fl. 32110

Telephone: 386-437-7515

Email: dvost@bunnellcity.us

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer

Printed Name & Title

Attest: _____

Tina Carroll, Administrative Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
73010-000	5	US-1 from Black Branch to Otis Stone Hunter Rd (MP: 9.086 - 13.715)	4.609
73020-000	100	SR-100 / E. Moody Blvd from US-1 to just west of Belle Terre Prkwy. (MP: 0.00 - 2.255)	2.255
73040-000	100	SR-100 west from City Limits to US-1 (MP: 16.998 - 17.684)	0.686
73050-000	11	SR-11 / west Moody Blvd from south City Limits to US-1 (MP: 14.327 - 15.477)	1.150

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<input type="checkbox"/>	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
<input type="checkbox"/>	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
<input type="checkbox"/>	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
<input checked="" type="checkbox"/>	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
<input type="checkbox"/>	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
<input checked="" type="checkbox"/>	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
<input checked="" type="checkbox"/>	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
<input checked="" type="checkbox"/>	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
<input checked="" type="checkbox"/>	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
<input type="checkbox"/>	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
<input checked="" type="checkbox"/>	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
<input checked="" type="checkbox"/>	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
<input type="checkbox"/>	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
<input checked="" type="checkbox"/>	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

- 498 **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
- 527 **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
- 541 **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
- 542 **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
- 543 **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545 **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
- 464 **OutFall Ditches - Clean and Repair:** Cleaning outfall ditches and restoration of slopes and bottom area. Do not report to this activity when efforts are limited to brush and weed cutting.
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-
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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 10th, 2022

Mr. Dustin Vost
City of Bunnell, FL.
P.O. Box 756
Bunnell, FL 32110

Re: Memorandum of Agreement – New Contract
City of Bunnell
Contract # AST40
FM# 244172-1-78-03

Dear Mr. Vost,

Our current agreement AS290 R-1 will expire on 10/04/2022. Enclosed are copies of our New Contract Documents and Forms. Please obtain original signatures on both copies and return them to our office by September 10, 2022.

I have also included updated information we will need for this contract. Please return to me once completed.

If you have any questions, please contact me at (386) 740-3404.

Sincerely,

Thomas Russ
Contracts/Permits Coordinator
FDOT Deland Operations
Thomas.Russ@dot.state.fl.us



City of Bunnell, Florida

Agenda Item No. G.1.

Document Date: 8/23/2022 Amount:
Department: City Clerk Account #:
Subject: Discussion on the City Commission Vacancy
Agenda Section: Old Business:
Goal/Priority: Organizational Excellence

Summary/Highlights:

This is a discussion item to allow the City Commission the ability to discuss how they wish to proceed with the current vacancy on the City Commission.

Background:

Commissioner Barnes resigned from the City Commission on July 18, 2022. effective immediately. His term would have expired in 2025.

At the August 8, 2022 City Commission Meeting, the Commission voted to appoint Pete Young to fill the vacancy until a Special Election could be scheduled. Mr. Young had to decline the appointment on August 22, 2022.

From the City Charter Sec. 3.07(D)

Filling of Vacancies. A vacancy of the Commission shall be filled by the Commission. The Commission shall appoint the successor(s) to fill the vacancies until a special election can be held simultaneous to the next regular election. A vacancy of the position of Mayor shall be filled by the Vice Mayor until the next regular election.

From City Charter Sec. 3.03

Each candidate for the office of City Commissioner or Mayor shall have been, at the time of qualifying as a candidate for such office, a bona fide resident and elector of the City for a period of no less than one (1) year prior to qualifying, and shall be a registered elector of the City.

The next City Election is March 7, 2023. In accordance with the City Charter, a Special Election will be scheduled at the same time as the regular election to fill the vacancy.

Anyone appointed to fill this vacancy would serve only until the candidate selected during the Special Election would be sworn in. Newly elected officials would be sworn in on April 10, 2023.

Staff Recommendation:

Per the Commission.

City Attorney Review:

The Charter gives the City Commission authority to fill this vacancy. The method of doing so is not provided by the Charter or the Code so it is up to the majority of the Commission to establish the procedures for doing so.

Finance Department Review/Recommendation:

City Manager Review/Recommendation: