

**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, October 24, 2022**

**7:00 PM**

1769 East Moody Boulevard (GSB),  
Chambers Room  
Bunnell, FL 32110

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**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: World Polio Day**

**C. Consent Agenda:**

**C.1. Approval of Warrant**

- a. October 24, 2022 Warrant FY2021/2022
- b. October 24, 2022 Warrant FY2022/2023

**C.2. Approval of Minutes**

- a. October 10, 2022 City Commission Meeting Minutes

**C.3. Approval of First Amendment to Contract 2022-10 with Loci Architects LLC**

**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 2022-26 Repealing Land Development Code Section 30-9 Rural Developments and Section 34-190 Rural Subdivisions. - First Reading**

**E.2. Ordinance 2022-27 Amending the Capital Improvements Element of the 2035 Comprehensive Plan. -First Reading**

**F. Resolutions: (Legislative):**

F.1. Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.

**G. Old Business:**

G.1. Report and Action Items from the 2022 Charter Review Advisory Committee

**H. New Business:**

H.1. Request to Approve Grant Agreement #WG045 (COB #2022-14) with the State of Florida Department of Environmental Protection

H.2. Approval of Interlocal Agreement (ILA) with the Police Athletic League (PAL) for use of City Parks

H.3. Request Approval for Business Incentive Application for Project Sizemore Welding, Inc.

**I. Reports:**

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

City Manager Report- September 2022

- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](http://www.BunnellCity.us).**

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

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

**THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.**

*Posted by City Clerk's office on October 17, 2022*



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

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

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

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

*WHEREAS, to date, Rotary has contributed more than US\$2.4 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and*

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

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

*WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and*

*WHEREAS, there are over 1.4 million Rotary members in 46,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad;*

*NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim October 24, 2022, as **World Polio Day** in the City of Bunnell and encourage all citizens to join me and Rotary International in the fight for a polio-free world.*

*Adopted this 24<sup>th</sup> day of October 2022*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*





## City of Bunnell, Florida

### ATTACHMENTS:

Description  
FY2021/2022 Warrant

Type  
Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT07761 - FY 21-22 10.24.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: ADT US Holdings Inc</b>					
	07/21/2022	ADT US Holdings Inc	Monitoring Service 7/21/8/20...	001-0519-519.3401	49.99
	07/21/2022	ADT US Holdings Inc	Installation Package	001-0519-519.3401	99.00
	08/21/2022	ADT US Holdings Inc	Monitoring Service 8/21-9/20/...	001-0519-519.3401	49.99
	09/21/2022	ADT US Holdings Inc	Monitoring Service 9/21-10/20..	001-0519-519.3401	49.99
			<b>Vendor ADT US Holdings Inc Total:</b>		<b>248.97</b>
<b>Vendor: Advance Stores Company, Incorporated</b>					
	09/27/2022	Advance Stores Company, Inco...	Batteries for Generators	404-0535-535.4640	241.18
			<b>Vendor Advance Stores Company, Incorporated Total:</b>		<b>241.18</b>
<b>Vendor: Advanced Environmental Laboratories, Inc.</b>					
	09/30/2022	Advanced Environmental Labo...	Water Testing September 2022	404-0535-535.3400	1,693.84
			<b>Vendor Advanced Environmental Laboratories, Inc. Total:</b>		<b>1,693.84</b>
<b>Vendor: Alliant Engineering Inc</b>					
	08/19/2022	Alliant Engineering Inc	Grand Reserve Plans and Plat ...	001-0524-524.3400	340.00
			<b>Vendor Alliant Engineering Inc Total:</b>		<b>340.00</b>
<b>Vendor: Atlantic Pipe Services LLC</b>					
	10/14/2022	Atlantic Pipe Services LLC	Sewer Standard Cleaning	404-0535-535.4600	1,040.00
	10/14/2022	Atlantic Pipe Services LLC	Sewer Standard Inspection Ser...	404-0535-535.4600	860.00
	10/14/2022	Atlantic Pipe Services LLC	TV Truck - Fuel Recovery Fee	404-0535-535.4600	75.00
	10/14/2022	Atlantic Pipe Services LLC	Vac Truck - Fuel Recovery Fee	404-0535-535.4600	150.00
			<b>Vendor Atlantic Pipe Services LLC Total:</b>		<b>2,125.00</b>
<b>Vendor: Bunnell Auto Supply, Inc.</b>					
	09/28/2022	Bunnell Auto Supply, Inc.	Battery for Wood Chipper #607	001-0541-541.4640	130.47
			<b>Vendor Bunnell Auto Supply, Inc. Total:</b>		<b>130.47</b>
<b>Vendor: DACOM Home Accents LLC</b>					
	09/30/2022	DACOM Home Accents LLC	Infrastructure Build Out Unit 5	401-0533-533.4610	12,579.75
	09/30/2022	DACOM Home Accents LLC	Infrastructure Build Out Unit 5	404-0535-535.4610	12,579.75
			<b>Vendor DACOM Home Accents LLC Total:</b>		<b>25,159.50</b>
<b>Vendor: David Brannon</b>					
	09/30/2022	David Brannon	Reimbursement - Sam's PD Su...	001-0521-521.5200	369.28
			<b>Vendor David Brannon Total:</b>		<b>369.28</b>
<b>Vendor: DG Hardware, Inc.</b>					
	09/28/2022	DG Hardware, Inc.	Spray Paint (15)	001-0521-521.5200	121.77
			<b>Vendor DG Hardware, Inc. Total:</b>		<b>121.77</b>
<b>Vendor: Federal Eastern International LLC</b>					
	09/20/2022	Federal Eastern International L...	Vests, Carriers, Radio/Mag/Cuf...	001-0521-521.5220	927.18
			<b>Vendor Federal Eastern International LLC Total:</b>		<b>927.18</b>
<b>Vendor: Ferguson Waterworks #3650</b>					
	09/20/2022	Ferguson Waterworks #3650	Meter Boxes Item#DDFW1200...	401-0533-533.5264	1,035.13
	09/20/2022	Ferguson Waterworks #3650	Meter Boxes Item#DDFW1200...	404-0535-535.5264	1,035.12
			<b>Vendor Ferguson Waterworks #3650 Total:</b>		<b>2,070.25</b>
<b>Vendor: Flagler Humane Society</b>					
	09/30/2022	Flagler Humane Society	Animal Intake/Control Services...	001-0562-562.3402	2,052.00
			<b>Vendor Flagler Humane Society Total:</b>		<b>2,052.00</b>
<b>Vendor: Grant Professionals, Inc.</b>					
	09/30/2022	Grant Professionals, Inc.	Grant Management 9/1/22-9/...	001-0521-521.3400	1,500.00
			<b>Vendor Grant Professionals, Inc. Total:</b>		<b>1,500.00</b>
<b>Vendor: Gregory Gilyard</b>					
	09/25/2022	Gregory Gilyard	VLMCC Family/Friend Dinner 9...	001-2201000	87.50
			<b>Vendor Gregory Gilyard Total:</b>		<b>87.50</b>

Expense Approval Register				Packet: APPKT07761 - FY 21-22 10.24.22 Warrant	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Hawkins Inc</b>					
	09/23/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	1,342.50
				<b>Vendor Hawkins Inc Total:</b>	<b>1,342.50</b>
<b>Vendor: HD Supply Facilities Maintenance Ltd</b>					
	06/09/2022	HD Supply Facilities Maintena...	Lab Supplies for WWTP	404-0535-535.5200	96.19
				<b>Vendor HD Supply Facilities Maintenance Ltd Total:</b>	<b>96.19</b>
<b>Vendor: Jamson Labs/Power Kleen</b>					
	05/03/2022	Jamson Labs/Power Kleen	4 Cases of Magic Cleaner	402-0534-534.5200	309.90
				<b>Vendor Jamson Labs/Power Kleen Total:</b>	<b>309.90</b>
<b>Vendor: McGrath RentCorp and Subsidiaries</b>					
	07/25/2022	McGrath RentCorp and Subsid...	24 Mth Lease 7/25/22-8/23/22	001-0519-519.4400	1,885.70
				<b>Vendor McGrath RentCorp and Subsidiaries Total:</b>	<b>1,885.70</b>
<b>Vendor: NextEra Energy Inc</b>					
	09/30/2022	NextEra Energy Inc	56661-53118 September 2022	001-0519-519.4300	198.35
				<b>Vendor NextEra Energy Inc Total:</b>	<b>198.35</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>					
	09/30/2022	Rayco Funding & Development...	Pump Pep Tanks Sawmill Estat...	404-0535-535.3400	885.00
				<b>Vendor Rayco Funding &amp; Development, Inc Total:</b>	<b>885.00</b>
<b>Vendor: Ring Power Corporation</b>					
	09/27/2022	Ring Power Corporation	Replace #503 Wiper Motors &...	001-0541-541.4640	780.80
	09/30/2022	Ring Power Corporation	Field Service Repairs #502	001-0541-541.4640	1,697.83
				<b>Vendor Ring Power Corporation Total:</b>	<b>2,478.63</b>
<b>Vendor: Staples Inc</b>					
	09/27/2022	Staples Inc	DX42108-01 8/16-9/15/22	001-0512-512.3400	120.37
	09/27/2022	Staples Inc	DX42108-01 8/16-9/15/22	001-0513-513.3400	142.52
	09/27/2022	Staples Inc	DX42108-01 8/16-9/15/22	001-0521-521.3400	143.77
				<b>Vendor Staples Inc Total:</b>	<b>406.66</b>
<b>Vendor: Tom Evans Environmental, Inc</b>					
	08/15/2022	Tom Evans Environmental, Inc	Peerless C1240 AM All Iron End..	401-0533-533.6400	25,612.89
	08/15/2022	Tom Evans Environmental, Inc	Estimated Freight	401-0533-533.6400	300.00
				<b>Vendor Tom Evans Environmental, Inc Total:</b>	<b>25,912.89</b>
<b>Vendor: Trailco Group, Inc</b>					
	09/16/2022	Trailco Group, Inc	604 E Moody Blvd 4-6 October...	001-0519-519.4400	20.00
				<b>Vendor Trailco Group, Inc Total:</b>	<b>20.00</b>
<b>Vendor: Tyler Technologies</b>					
	09/30/2022	Tyler Technologies	Insite Transaction Fees - UB	401-0533-533.4900	1,485.00
	09/30/2022	Tyler Technologies	Insite Transaction Fees - UB	402-0534-534.4900	1,485.00
	09/30/2022	Tyler Technologies	Insite Transaction Fees - UB	404-0535-535.4900	1,485.00
	09/30/2022	Tyler Technologies	Subscription - UB Notification ...	401-0533-533.4900	93.29
	09/30/2022	Tyler Technologies	Subscription - UB Notification ...	402-0534-534.4900	93.32
	09/30/2022	Tyler Technologies	Subscription - UB Notification ...	404-0535-535.4900	93.29
				<b>Vendor Tyler Technologies Total:</b>	<b>4,734.90</b>
<b>Vendor: Volusia/Flagler Association of Code Enforcement</b>					
	09/02/2022	Volusia/Flagler Association of ...	Membership Dues - Gary Harris	001-0524-524.5400	20.00
				<b>Vendor Volusia/Flagler Association of Code Enforcement Total:</b>	<b>20.00</b>
				<b>Grand Total:</b>	<b>75,357.66</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	10,786.51
401 - WATER	41,106.06
402 - SOLID WASTE	1,888.22
404 - SEWER	21,576.87
<b>Grand Total:</b>	<b>75,357.66</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0512-512.3400	Other Contracted Services	120.37
001-0513-513.3400	Other Contract Services	142.52
001-0519-519.3401	Other Contractual Services	248.97
001-0519-519.4300	Utilities	198.35
001-0519-519.4400	Rental/Lease	1,905.70
001-0521-521.3400	Other Contract Services	1,643.77
001-0521-521.5200	Operating Supplies	491.05
001-0521-521.5220	Uniforms Exp	927.18
001-0524-524.3400	Other Contract Services	340.00
001-0524-524.5400	Memberships, Publication...	20.00
001-0541-541.4640	Equipment Repair & Maint..	2,609.10
001-0562-562.3402	Humane Society Contract	2,052.00
001-2201000	Deposits Paybl - CtyHall/C...	87.50
401-0533-533.4610	Repair / Maint - Bldgs	12,579.75
401-0533-533.4900	Other Current Chgs & Obl...	1,578.29
401-0533-533.5264	Small Equipment Purchase	1,035.13
401-0533-533.6400	Machinery/Equipment Ex...	25,912.89
402-0534-534.4900	Other Current Charges - S...	1,578.32
402-0534-534.5200	Operating Supplies	309.90
404-0535-535.3400	Other Contractual Services	2,578.84
404-0535-535.4600	Repair / Maint. - Service	2,125.00
404-0535-535.4610	Repairs & Maint. - Buildin...	12,579.75
404-0535-535.4640	Repairs & Maint. - Equip...	241.18
404-0535-535.4900	Other Current Charges & ...	1,578.29
404-0535-535.5200	Operating Supplies	1,438.69
404-0535-535.5264	Small Equipment	1,035.12
<b>Grand Total:</b>	<b>75,357.66</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	73,200.81
Hurr Ian Expenses	2,156.85
<b>Grand Total:</b>	<b>75,357.66</b>



## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Warrant FY2022/2023

Type  
Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT07763 - 10.24.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: AG-PRO, LLC</b>					
	10/03/2022	AG-PRO, LLC	Starter for #720 Gator - Unit O...	001-0541-541.4640	251.68
				<b>Vendor AG-PRO, LLC Total:</b>	<b>251.68</b>
<b>Vendor: Benjamin A. Hill, Inc.</b>					
	10/11/2022	Benjamin A. Hill, Inc.	12-Moth Unlimited Use Sub 11...	001-0538-538.3400	120.00
	10/11/2022	Benjamin A. Hill, Inc.	12-Moth Unlimited Use Sub 11...	001-0541-541.3400	120.00
	10/11/2022	Benjamin A. Hill, Inc.	12-Moth Unlimited Use Sub 11...	401-0533-533.3401	120.00
	10/11/2022	Benjamin A. Hill, Inc.	12-Moth Unlimited Use Sub 11...	404-0535-535.3400	120.00
				<b>Vendor Benjamin A. Hill, Inc. Total:</b>	<b>480.00</b>
<b>Vendor: Bunnell Auto Supply, Inc.</b>					
	10/05/2022	Bunnell Auto Supply, Inc.	Oxygen Bottle Exchange	001-0549-549.5200	25.00
				<b>Vendor Bunnell Auto Supply, Inc. Total:</b>	<b>25.00</b>
<b>Vendor: Charter Communications Holdings LLC</b>					
	10/01/2022	Charter Communications Hold...	100 Utility Drive 10/1/22-10/3...	401-0533-533.4100	400.00
	10/07/2022	Charter Communications Hold...	405 E Drain St. 10/3/22-11/12...	001-0572-572.4100	104.99
				<b>Vendor Charter Communications Holdings LLC Total:</b>	<b>504.99</b>
<b>Vendor: CivicPlus LLC</b>					
	11/01/2022	CivicPlus LLC	Municode Administrative Sup...	001-0512-512.3400	250.00
				<b>Vendor CivicPlus LLC Total:</b>	<b>250.00</b>
<b>Vendor: DG Hardware, Inc.</b>					
	10/14/2022	DG Hardware, Inc.	5/8 Drill for Lagbolts in Pergola	001-0572-572.5265	24.47
	10/04/2022	DG Hardware, Inc.	Hose Connection Parts Palm T...	401-0533-533.5205	13.46
	10/07/2022	DG Hardware, Inc.	Sherman St. Repair	404-0535-535.5200	12.76
				<b>Vendor DG Hardware, Inc. Total:</b>	<b>50.69</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	10/14/2022	Environmental Land Services of..	Garbage Dumping 10/7-10/13...	402-0534-534.3400	6,255.87
	10/07/2022	Environmental Land Services of..	Garbage Dumping 9/30-10/6/...	402-0534-534.3400	5,810.49
				<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>	<b>12,066.36</b>
<b>Vendor: Expert Chemical Sales &amp; Service LLC</b>					
	10/05/2022	Expert Chemical Sales & Servic...	Liner (8) Centerpull (5) Toilet P...	001-0572-572.5200	535.00
				<b>Vendor Expert Chemical Sales &amp; Service LLC Total:</b>	<b>535.00</b>
<b>Vendor: Ferguson US Holdings, Inc</b>					
	10/05/2022	Ferguson US Holdings, Inc	Parts for Meter Reading Equi...	401-0533-533.4640	401.00
				<b>Vendor Ferguson US Holdings, Inc Total:</b>	<b>401.00</b>
<b>Vendor: Flagler County Sheriff's Office</b>					
	10/10/2022	Flagler County Sheriff's Office	Oct. 2022 - Investigative Servic...	001-0521-521.3400	10,360.81
				<b>Vendor Flagler County Sheriff's Office Total:</b>	<b>10,360.81</b>
<b>Vendor: Florida League of Cities</b>					
	10/01/2022	Florida League of Cities	FLC Annual Membership Dues ...	001-0511-511.5400	573.00
				<b>Vendor Florida League of Cities Total:</b>	<b>573.00</b>
<b>Vendor: Hawkins Inc</b>					
	10/07/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	720.00
				<b>Vendor Hawkins Inc Total:</b>	<b>720.00</b>
<b>Vendor: HD Supply Facilities Maintenance Ltd</b>					
	10/11/2022	HD Supply Facilities Maintena...	Lab Supplies for WWTP	404-0535-535.5200	453.91
	10/06/2022	HD Supply Facilities Maintena...	WTP Lab Supplies	401-0533-533.5205	877.54
	10/06/2022	HD Supply Facilities Maintena...	WTP Lab Supplies	401-0533-533.5205	566.53
	10/07/2022	HD Supply Facilities Maintena...	WTP Hand Tools	401-0533-533.5205	349.11
	10/07/2022	HD Supply Facilities Maintena...	WTP Hand Tools	401-0533-533.5265	349.11
				<b>Vendor HD Supply Facilities Maintenance Ltd Total:</b>	<b>2,596.20</b>

## Expense Approval Register

Packet: APPKT07763 - 10.24.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Lynch Oil Company</b>					
	10/05/2022	Lynch Oil Company	Dyed Diesel Fuel - Tank 2	001-0541-541.5215	334.11
	10/05/2022	Lynch Oil Company	Dyed Diesel Fuel - Tank 2	001-0549-549.5210	-9.98
	10/05/2022	Lynch Oil Company	Dyed Diesel Fuel - Tank 2	404-0535-535.5210	1,335.62
			<b>Vendor Lynch Oil Company Total:</b>		<b>1,659.75</b>
<b>Vendor: Maudlin International Trucks</b>					
	10/12/2022	Maudlin International Trucks	Unit 941 Additional Repair for...	402-0534-534.4620	19,472.86
			<b>Vendor Maudlin International Trucks Total:</b>		<b>19,472.86</b>
<b>Vendor: Michael Leo Dove</b>					
	10/13/2022	Michael Leo Dove	Building Inspections 9/26-10/...	001-0524-524.3401	1,710.00
			<b>Vendor Michael Leo Dove Total:</b>		<b>1,710.00</b>
<b>Vendor: Michelle Wichman</b>					
	10/09/2022	Michelle Wichman	Safety Footware Reimbursm...	001-0521-521.5220	99.88
			<b>Vendor Michelle Wichman Total:</b>		<b>99.88</b>
<b>Vendor: MLG Municipal Services LLC</b>					
	10/04/2022	MLG Municipal Services LLC	Building Official Monthly Pay -...	001-0524-524.3401	2,400.00
			<b>Vendor MLG Municipal Services LLC Total:</b>		<b>2,400.00</b>
<b>Vendor: NextEra Energy Inc</b>					
	10/10/2022	NextEra Energy Inc	47533-10046 October 2022	404-0535-535.4300	72.89
	10/17/2022	NextEra Energy Inc	56821-04848 October 2022	001-0541-541.4300	26.40
	10/03/2022	NextEra Energy Inc	37390-07957 October 2022	001-0541-541.4300	6,674.28
	10/03/2022	NextEra Energy Inc	37400-05982 October 2022	001-0541-541.4300	389.28
	10/05/2022	NextEra Energy Inc	02735-15254 October 2022	001-0519-519.4300	45.96
	10/05/2022	NextEra Energy Inc	09445-94365 October 2022	404-0535-535.4300	57.25
	10/06/2022	NextEra Energy Inc	14322-90094 October 2022	001-0572-572.4300	856.14
	10/06/2022	NextEra Energy Inc	16239-97200 October 2022	001-0541-541.4300	31.64
	10/06/2022	NextEra Energy Inc	23515-07823 October 2022	401-0533-533.4300	53.37
	10/06/2022	NextEra Energy Inc	56831-02874 October 2022	001-0541-541.4300	79.18
	10/06/2022	NextEra Energy Inc	59268-64496 October 2022	401-0533-533.4300	91.90
			<b>Vendor NextEra Energy Inc Total:</b>		<b>8,378.29</b>
<b>Vendor: Nicholson A/C &amp; Heating, Inc.</b>					
	10/01/2022	Nicholson A/C & Heating, Inc.	Ice Machine Rental - October ...	001-0541-541.3400	130.00
			<b>Vendor Nicholson A/C &amp; Heating, Inc. Total:</b>		<b>130.00</b>
<b>Vendor: Palm Coast Observer, LLC</b>					
	10/13/2022	Palm Coast Observer, LLC	Ordinance 2022-26 LDC Repeal..	001-0512-512.4800	260.00
			<b>Vendor Palm Coast Observer, LLC Total:</b>		<b>260.00</b>
<b>Vendor: Preferred Governmental Insurance Trust</b>					
	10/01/2022	Preferred Governmental Insur...	PGIT Down Pymt and Installm...	001-2182000	17,268.25
	11/01/2022	Preferred Governmental Insur...	PGIT - November 2022 Install...	001-2182000	5,702.75
			<b>Vendor Preferred Governmental Insurance Trust Total:</b>		<b>22,971.00</b>
<b>Vendor: Public Risk Insurance Advisors</b>					
	10/01/2022	Public Risk Insurance Advisors	Policy #PK FL1 0182002 22-20 ...	001-1551000	160,697.00
			<b>Vendor Public Risk Insurance Advisors Total:</b>		<b>160,697.00</b>
<b>Vendor: Ring Power Corporation</b>					
	10/04/2022	Ring Power Corporation	Replace Wiper Motors, Blades,...	001-0541-541.4640	463.47
			<b>Vendor Ring Power Corporation Total:</b>		<b>463.47</b>
<b>Vendor: River to Sea TPO</b>					
	10/01/2022	River to Sea TPO	FY 22/23 Member Assessment	001-0524-524.5400	260.00
			<b>Vendor River to Sea TPO Total:</b>		<b>260.00</b>
<b>Vendor: Staples Inc</b>					
	10/13/2022	Staples Inc	PC3076-PC-02 Contract/Overa...	001-0513-513.3400	68.75
			<b>Vendor Staples Inc Total:</b>		<b>68.75</b>
<b>Vendor: Sun Country Termite &amp; Pest Control</b>					
	10/06/2022	Sun Country Termite & Pest C...	300 Tolman St - Oct 22 Termite..	001-0541-541.3400	100.00
			<b>Vendor Sun Country Termite &amp; Pest Control Total:</b>		<b>100.00</b>

## Expense Approval Register

Packet: APPKT07763 - 10.24.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Terry Taylor Ford Company</b>					
	10/06/2022	Terry Taylor Ford Company	Oil Change and Window Switch	001-0521-521.4620	348.48
			<b>Vendor Terry Taylor Ford Company Total:</b>		<b>348.48</b>
<b>Vendor: Tom Nehl Jacksonville, Inc</b>					
	10/12/2022	Tom Nehl Jacksonville, Inc	Cab Step for R3	402-0534-534.4620	169.58
			<b>Vendor Tom Nehl Jacksonville, Inc Total:</b>		<b>169.58</b>
<b>Vendor: Trailco Group, Inc</b>					
	10/01/2022	Trailco Group, Inc	604 E Moody Blvd Units 4&6 -...	001-0519-519.4400	1,680.00
	10/01/2022	Trailco Group, Inc	604 E Moody Blvd Unit 5 Nov. ...	401-0533-533.4400	420.00
	10/01/2022	Trailco Group, Inc	604 E Moody Blvd Unit 5 Nov. ...	404-0535-535.4400	420.00
			<b>Vendor Trailco Group, Inc Total:</b>		<b>2,520.00</b>
<b>Vendor: Verizon Connect Telo Inc.</b>					
	10/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 10/1-...	001-0541-541.4100	76.40
	10/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 10/1-...	001-0572-572.4100	57.30
	10/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 10/1-...	401-0533-533.4100	76.40
	10/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 10/1-...	402-0534-534.4100	171.50
	10/01/2022	Verizon Connect Telo Inc.	Gov't Fleet Subscription 10/1-...	404-0535-535.4100	76.40
			<b>Vendor Verizon Connect Telo Inc. Total:</b>		<b>458.00</b>
			<b>Grand Total:</b>		<b>250,981.79</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	212,114.24
401 - WATER	3,718.42
402 - SOLID WASTE	31,880.30
404 - SEWER	3,268.83
<b>Grand Total:</b>	<b>250,981.79</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0511-511.5400	Memberships, Publication...	573.00
001-0512-512.3400	Other Contracted Services	250.00
001-0512-512.4800	Advertising	260.00
001-0513-513.3400	Other Contract Services	68.75
001-0519-519.4300	Utilities	45.96
001-0519-519.4400	Rental/Lease	1,680.00
001-0521-521.3400	Other Contract Services	10,360.81
001-0521-521.4620	Repair / Maint - Vehicles	348.48
001-0521-521.5220	Uniforms Exp	99.88
001-0524-524.3401	Bldg / Fire Inspection Exp -..	4,110.00
001-0524-524.5400	Memberships, Publication...	260.00
001-0538-538.3400	Other Contract Services	120.00
001-0541-541.3400	Other Contract Services	350.00
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	7,200.78
001-0541-541.4640	Equipment Repair & Maint..	715.15
001-0541-541.5215	Fuel - Off Road Diesel	334.11
001-0549-549.5200	Operating Supplies	25.00
001-0549-549.5210	Fuel	-9.98
001-0572-572.4100	Communications Expense	162.29
001-0572-572.4300	Utility - Public Services	856.14
001-0572-572.5200	Operating Supplies	535.00
001-0572-572.5265	Tools	24.47
001-1551000	Prepaid Expenses - Gen	160,697.00
001-2182000	WC Payable	22,971.00
401-0533-533.3401	Other Contract Services	120.00
401-0533-533.4100	Communications Expense	476.40
401-0533-533.4300	Utility - Public Services	145.27
401-0533-533.4400	Rental / Lease Expense	420.00
401-0533-533.4640	Repair / Maint - Equipme...	401.00
401-0533-533.5205	Operating Supplies Exp - ...	1,806.64
401-0533-533.5265	Tools	349.11
402-0534-534.3400	Other Contract Services - ...	12,066.36
402-0534-534.4100	Communications - Solid ...	171.50
402-0534-534.4620	Repair/Maint Vehicles - So..	19,642.44
404-0535-535.3400	Other Contractual Services	120.00
404-0535-535.4100	Communications	76.40
404-0535-535.4300	Utilities	130.14
404-0535-535.4400	Rentals/Leases	420.00
404-0535-535.5200	Operating Supplies	1,186.67
404-0535-535.5210	Fuel	1,335.62
<b>Grand Total:</b>	<b>250,981.79</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	250,518.32
Hurr Ian Expenses	463.47
<b>Grand Total:</b>	<b>250,981.79</b>



## 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

TINA-MARIE SCHULTZ

VACANT

## BUNNELL CITY COMMISSION MINUTES

Monday, October 10, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

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

**Motion:** Excuse Mayor Robinson from tonight's meeting

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

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

**Excused:** Mayor Catherine Robinson

### Invocation for our Military Troops and National Leaders

City Manager Jackson led the invocation.

### B. Introductions, Commendations, Proclamations, and Presentations:

#### B.1. Proclamation: Domestic Violence Awareness Month

Commissioner Schultz read the Proclamation aloud. Trish Giaconne and Cindi Wilke, Family Life Center, accepted the Proclamation.

#### B.2. Proclamation: Florida City Government Week 2022

Vice Mayor Rogers read the Proclamation aloud. City Manager Jackson accepted the Proclamation.

### C. Consent Agenda:

#### C.1. Approval of Warrant

a. October 10, 2022 Warrant FY2021/2022

b. October 10, 2022 Warrant FY2022/2023

#### C.2. Approval of Minutes

a. September, 26 2022 City Commission Meeting

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

#### C.4. Approval of the River to Sea Transportation Planning Organization-Funding Agreement

**Motion:** Approve the Consent Agenda.

**Motion by:** Commissioner Gordon  
**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.**

Daisy Henry (E. Drain St.) – continues to hear about the possible closing of a portion of MLK and has concerns. She states there are people in the community who are also concerned if this happens. She stated the City is doing a good job with the clean up after the storm.

Vince Fiscaletti (Grand Reserve) – spoke about the National Night held in Grand Reserve last week. He felt it was a big success and thanked all those who made it happen.

Bonita Robinson (Hymon Cir) – asked for an update on the Hymon Circle Project.  
*Infrastructure Director Vost stated the project is at about 60% design completed.*

**E. Ordinances: (Legislative): None**

**F. Resolutions: (Legislative):**

**F.1. Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.**

Vice Mayor Rogers advised he'd like to table this item. City Attorney Cary and City Clerk Bates asked for clarification whether the desire was to table or continue and the difference was explained.

**Motion:** Continue this matter to the next Commission Meeting

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**F.2. Resolution 2022-15 Amending Utility Rates**

City Attorney Cary read the short title into the record.

**Motion:** Adopt Resolution 2022-15 Amending Utility Rates

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** Vince Fiscaletti (Grand Reserve) asked for clarification this was a reduction in rates. Infrastructure Director Vost responded this was a 3% increase in the rates as opposed to the 12% increase anticipated in 2020.

**Vote:** Motion carried unanimously

**G. Old Business:**

**G.1. Report and Action Items from the 2022 Charter Review Advisory Committee**

**Motion:** Remove Report and Action Items from the 2022 Charter Review Advisory Committee from the Table

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**Motion:** Continue the item to the next Commission meeting

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**H. New Business:**

**H.1. Request Approval to Piggyback City of Palm Coast Contract with Hawkins, Inc.**

This item was introduced and explained by Infrastructure Director Vost.

**Motion:** Approve to Piggyback City of Palm Coast Contract with Hawkins, Inc.

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**H.2. Request for Approval of Agreement between the Florida Department of State and the City of Bunnell for Grant Number 23.h.sc.100.084 for Restoration of the Bunnell City Hall.**

This item was introduced and explained by City Clerk Bates.

**Motion:** Approve Agreement between the Florida Department of State and the City of Bunnell for Grant Number 23.h.sc.100.084 for Restoration of the Bunnell City Hall.

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**H.3. City Manager Annual Evaluation October 1, 2021 to September 30, 2022**

Finance Director Stankiewicz introduced and explained this item.

**Motion:** Approve the budgeted and recommend rate increase to \$110,000.00

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** Commissioner Gordon asked if this matter should be tabled. Vice Mayor Rogers stated looking at the high scores, it is clear the City Manager is doing an exceptional job. He further stated Dr. Jackson came to the City at a critical time and had definitely proven himself. He has brought together a very talented team and is worth more than the recommended \$110,000.00. Commissioner Schultz stated she was impressed with Mr. Jackson even before she joined the Commission. He is worth \$110,000.00 and more. She appreciates all his efforts and work; the City is lucky to have him. Vice Mayor Rogers stated Dr. Jackson is a visionary who gets projects done, even if they seem difficult.

**Public Discussion:** None

**Vote:** 2-1

**Yes:** Vice Mayor Rogers; Commissioner Schultz

**Nay:** Commissioner Gordon

**I. Reports:**

- **City Clerk – None**

- **Police Chief** – Chief Brannon provided a report on the September Police Department statistics. He also advised about programs starting at Bunnell Elementary School this month and the National Night Out event.
- **City Attorney** – None
- **City Manager** – Welcomed everyone to the new fiscal year. He thanked his entire team for the successful team and the work on all the City projects; he thanked the Commission for the ratings on his evaluation and their confidence in him. The City will be aiming even higher in the upcoming year and many directors will be involved in a lot on project management in addition to their daily duties. It is a very exciting time for Bunnell. The Halloween in Bunnell event is being planned and will be held on October 31, 2022. The last report involved an emergency purchase order authorization needed to take action for sink holes that developed in Palm Terrace; the purchase order was for \$40,000.00.
- **Mayor and City Commissioners**
  - **Commissioner Schultz** – Thanked staff for all their work during the hurricane; she knows that long hours were worked to keep the City running and informed and appreciates all the work staff did.
  - **Commissioner Gordon** - None
  - **Vice Mayor Rogers** – Stated he saw crews and the Police out in the community getting things corrected and appreciates all their work and efforts.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Commissioner Schultz

**Seconded by:** Commissioner Gordon

**Vote:** Motion carried unanimously

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 10/4/2022 Amount:  
Department: Parks and Rec Account #:  
Subject: Approval of First Amendment to Contract 2022-10 with Loci Architects LLC  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Proposed Agreement	Contract

#### **Summary/Highlights:**

This is a request to amend the contract executed with Loci Architects LLC.

#### **Background:**

After publication of an RFQ (Request for Qualifications), on July 11, 2022 a contract for design and project management services was executed with Loci Architects LLC.

The Florida Department of State Division of Historical Resources has requested the contract be amended to include items missing from the original contract.

This amendment addresses the items the State has asked to be added to the agreement.

The grant agreement was signed by the City on October 10, 2022. The City cannot move forward without this amendment.

#### **Staff Recommendation:**

Approval of First Amendment to Contract 2022-10 with Loci Architects LLC

#### **City Attorney Review:**

Approved as to form and legality.

#### **Finance Department Review/Recommendation:**

Approve

**City Manager Review/Recommendation:**

Approved.



**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter "this Renewal") is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF BUNNELL a political subdivision of the State of Florida (hereinafter the "CITY") and LOCI ARCHITECTS LLC ., a Florida corporation (hereinafter "CONTRACTOR").

**WITNESSETH**

**WHEREAS**, the City is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Bunnell; and

**WHEREAS**, the City and Contractor entered into an Independent Contractor's Agreement dated July 11, 2022 (hereinafter the 2022 Agreement"); and

**WHEREAS**, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the CITY; and

**WHEREAS**, the Florida Department of State requested the following amendments to the 2022 Agreement; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Amendment.** The 2022 Agreement is hereby amended to include the following provision: **Total Contract Amount.** No more than 8% of the construction price. The total amount of the Agreement cannot exceed \$60,000.00.
3. **Amendment.** The 2022 Agreement is hereby amended to include the following provision: **Project Duration.** The Project shall be completed by 06/30/2024. In no event shall the project not be completed by 6/30/2024.
4. **Amendment.** The 2022 Agreement is hereby amended to include the following provision: **Non-Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age,

pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

5. **Amendment.** The 2022 Agreement is hereby amended to include the following provision:

**Ground Disturbance Assessment.** For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

- 1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
- 2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
- 3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
- 4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archaeology.
- 5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the Secretary of the Interior's Standards for Archaeological Documentation, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, Florida Administrative Code.

6. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2022 Agreement dated July 11, 2022, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Renewal Agreement on the day and date first written above.

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed by Contractor: \_\_\_\_\_

**CITY OF BUNNELL**

\_\_\_\_\_  
Catherine D. Robinson, Mayor

ATTEST:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

Date signed by CITY: \_\_\_\_\_

Approved as to form and sufficiency

\_\_\_\_\_  
Vose Law Firm, City Attorney



## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 10/1/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-26 Repealing Land Development Code Section 30-9 Rural Developments and Section 34-190 Rural Subdivisions. - First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base, Quality of Life

#### **ATTACHMENTS:**

Description	Type
Ordinance 2022-26 Repealing Land Development Code Section 30-9 Rural Developments and Section 34-190 Rural Subdivisions. - First Reading	Cover Memo
Sec. 30-9 Rural Developments, City of Bunnell, Code of Ordinances	Cover Memo
Sec. 34-190 Rural Subdivisions, City of Bunnell, Code of Ordinances	Cover Memo

#### **Summary/Highlights:**

The repeal of Section(s) 30-9, Rural Developments and 34-190, Rural Subdivisions of the Land Development Code offers an opportunity to make corrections, provide clarification, and ensure consistency with the adopted Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their October 11, 2022 Meeting. At that meeting, the Planning, Zoning and Appeals Board voted to recommend approval of the proposed ordinance.

As required by Florida Statutes, this item was advertised for First Reading in the October 13, 2022 edition of the Palm Coast Observer.

#### **Background:**

In recent times, it has been brought to staff's attention, that Section 30-9, Rural Developments and Section 34-190, Rural Subdivisions have conflicting language that is not being conveyed in a clear manner.

Therefore, the repeal is being requested by staff to enable the proposed amendments to encourage quality development that will result from improving the language of the land development standards cited in the Code of Ordinances, Land Development Code.

**Staff Recommendation:**

Approval of Ordinance 2022-26 Repealing Land Development Code Section 30-9 Rural Developments and Section 34-190 Rural Subdivisions. - First Reading

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

ORDINANCE 2022-26

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA REPEALING SECTION 30-9 RURAL DEVELOPMENTS FROM THE LAND DEVELOPMENT CODE OF THE CITY OF BUNNELL; REPEALING SECTION 34-190 RURAL SUBDIVISIONS FROM THE LAND DEVELOPMENT CODE OF THE CITY OF BUNNELL; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the Bunnell Land Development Code provides for developments and subdivisions; and

WHEREAS, the City staff has evaluated the Rural Developments ordinance contained in Section 30-9 of the Land Development Code of the City of Bunnell, and the Rural Subdivisions ordinance contained in Section 34-190 of the Land Development Code of the City of Bunnell and determined that these development processes are not in the best interest of the City of Bunnell; and

WHEREAS, repealing these ordinances would require rural developments to follow the normal process for developments and subdivisions but would not reduce or diminish any substantive development rights of rural landowners; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, requires the local planning agency to review proposed land development regulations and amendments, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof; and

WHEREAS, the Planning, Zoning and Appeals Board reviewed this Ordinance at its October 11, 2022, meeting and recommends adoption; and

WHEREAS, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to repeal these sections of the City Code of the City of Bunnell; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

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

Section 1. Repeal of Section 30-9, Rural Developments. Section 30-9 of the Land Development Code of the City of Bunnell is hereby repealed.

Section 2. Repeal of Section 34-190, Rural Subdivisions. Section 34-190 of the Land Development Code of the City of Bunnell is hereby repealed.

Section 3. Savings.

The prior actions of the City of Bunnell relating to the regulation of landscaping, tree protection, tree removal and related matters are hereby ratified and affirmed.

Section 4. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the Bunnell Land Development Code and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, 6 and 7 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 5. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.

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

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this \_\_\_\_ day of \_\_\_\_\_ 2022.

Second Reading: approved on this \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY COMMISSION, City of Bunnell, Florida.

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_  
Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

Seal:



Sec. 30-9. Rural developments.

- (a) ~~Rural subdivisions. Subdivisions involving relatively large parcels may be granted variances from one or more of the requirements of this code by the planning, zoning and appeals board based upon sound and generally accepted planning and land development practices and principles as well as the public interest, but may, nevertheless, require that a portion of the subdivision comply with the requirements set forth in this chapter and that a surveyed plat for that portion of the actual major subdivision be recorded in the land records/official records of the county.~~
- (b) ~~Rural developments. Subdivisions shall be designed so as to conform to and take advantage of the topographic and other natural features of the land. Federal, state and local laws, rules, regulations, codes, ordinances and standards may require the conservation of existing trees, wetlands, natural water bodies, wildlife habitat, and other environmentally sensitive lands. The city encourages unique, development plans that maximize the potential benefits of rural developments or similar developments as outlined in the comprehensive plan.~~
- (c) ~~Rural subdivisions are also referred to in section 34-190 and, if a rural subdivision is proposed, zoning, subdivision, and specific development provisions related to the development may be required depending on the proposed development.~~
- (d) ~~Subdivisions not requiring platting. Areas annexed into the city may establish non-platted rural subdivisions which may be considered at the time of annexation with the approval contingent upon the annexation.~~
- (e) ~~Within the non-platted rural subdivision area, owners of record as of November 1, 2002, and their heirs and any owners of land for five years or more may establish up to four five-acre parcels in each calendar year; provided, however, that each eligible owner may establish up to eight five-acre parcels in the first calendar year in which the owner chooses to commence subdivision under the non-platted rural subdivision requirements. All parcels established as part of a non-platted rural subdivision must be five acres or larger, must have a minimum of 0.75 acre of uplands or 20,000 square feet of contiguous buildable area, and may be clustered where feasible. Every non-platted rural subdivision shall comply with the following criteria:~~
  - (1) ~~An access easement connecting each lot to a city, county or state maintained road must be deeded for the benefit of the public on a form approved by the city attorney. This requirement is not applicable if the parcel has access by means of city, county or state road frontage.~~
  - (2) ~~Deeds conveying parcels within a non-platted rural subdivision must include the following disclaimer in bold, capital ten-point type:~~

**~~"THE PARCEL OF LAND DESCRIBED IN THIS DEED IS NOT A PART OF A PLATTED SUBDIVISION REVIEWED AND APPROVED BY THE CITY OF BUNNELL. NO GOVERNMENTAL AGENCY, INCLUDING THE CITY OF BUNNELL, SHALL EVER BE RESPONSIBLE FOR THE MAINTENANCE, UPKEEP OR IMPROVEMENT OF ANY PRIVATE DRIVES, ROADS, STREETS, EASEMENTS, OR RIGHTS OF WAY PROVIDING INGRESS AND EGRESS TO THE PROPERTY HEREIN CONVEYED. DUE TO THE RURAL LOCATION OF THIS PARCEL AND DEPENDING ON THE STATE OF MAINTENANCE OF ACCESSWAYS, EMERGENCY RESPONSE TIMES MAY BE ADVERSELY AFFECTED. FIRE HYDRANTS ARE NOT AVAILABLE FOR FIRE SUPPRESSION. AGRICULTURAL USES ON ADJOINING PARCELS MAY GENERATE NOISE AND ODORS CHARACTERISTIC OF A RURAL SETTING. THIS PROPERTY MAY NOT BE SUBJECT TO ANY MOSQUITO CONTROL DISTRICT AND THEREFORE MAY NOT BE SUBJECT TO MOSQUITO CONTROL BY ANY SUCH DISTRICT. THIS PROPERTY IS NOT PART OF A DEVELOPMENT WITH AN APPROVED STORMWATER MANAGEMENT SYSTEM. THIS PARCEL MAY BE SUBJECT TO FLOODING FROM TIME TO TIME AND NEITHER THE CITY NOR ANY OTHER PUBLIC AGENCY IS RESPONSIBLE FOR PROVIDING STORMWATER MANAGEMENT OR FLOOD CONTROL."~~**

~~(3) The location and design of all homes constructed within the non-platted rural subdivision shall conform to firewise communities standards promulgated by the Division of Forestry of the Florida Department of Agriculture and Consumer Services, as set forth in section 34-190 and as required in all applicable zoning and land development requirements.~~

~~(4) Subdivisions requiring platting or already platted. Areas annexed into the city may establish platted rural subdivisions. These areas must be consistent with the city comprehensive plan, and be designated with agriculture and silviculture (AG&S) land use designation, and where no new streets or access easements are planned to be dedicated and accepted by the public. Except for five-acre splits to family members where the resulting parcel will be five acres or more of land assigned the agriculture and silviculture (AG&S) land use designation, no such parcel shall be further exempted from these subdivision regulations. Deeds and other conveyances shall include in bold capital ten-point type the following statement:~~

~~**"NO GOVERNMENTAL AGENCY, INCLUDING THE CITY OF BUNNELL, SHALL EVER BE RESPONSIBLE FOR THE MAINTENANCE, UPKEEP OR IMPROVEMENT OF ANY PRIVATE DRIVES, ROADS, STREETS, EASEMENTS, OR RIGHTS-OF-WAY PROVIDING INGRESS AND EGRESS TO THE PROPERTY HEREIN CONVEYED. DUE TO THE RURAL LOCATION OF THIS PARCEL AND DEPENDING ON THE STATE OF MAINTENANCE OF ACCESSWAYS, EMERGENCY RESPONSE TIMES MAY BE ADVERSELY AFFECTED. FIRE HYDRANTS ARE NOT AVAILABLE FOR FIRE SUPPRESSION. AGRICULTURAL USES ON ADJOINING PARCELS MAY GENERATE NOISE AND ODORS CHARACTERISTIC OF A RURAL SETTING. THIS PROPERTY MAY NOT BE SUBJECT TO MOSQUITO CONTROL AND THEREFORE, MAY NOT BE SUBJECT TO MOSQUITO CONTROL BY ANY SUCH DISTRICT. THIS PROPERTY IS NOT PART OF A DEVELOPMENT WITH AN APPROVED STORMWATER MANAGEMENT SYSTEM. THIS PARCEL MAY BE SUBJECT TO FLOODING FROM TIME TO TIME AND NEITHER THE CITY NOR ANY OTHER PUBLIC AGENCY IS RESPONSIBLE FOR PROVIDING STORMWATER MANAGEMENT OR FLOOD CONTROL."**~~

~~(f) Prior to issuance of a building permit, each landowner who does not have direct access to a publically maintained road, must sign a hold harmless indemnification agreement with the city acknowledging that access to said parcel is strictly a private legal matter between the land owner and the person or entity that sold said parcel and granted access to same and that the city does not assert any opinion as to the legal validity, usability or practical access to said parcel; further that the land owner shall indemnify and hold harmless the city, its city commission, officers, officials, employees and agents from any and all legal causes of action, losses, damages or claims of any kind whatsoever arising out of the lack of access for emergency services, police protection or other public services to said parcel. This indemnification, hold harmless agreement shall be on a form approved by the city attorney, shall be recorded in the official records of the county, shall run with and burden the land, and shall be binding on the landowner and all heirs, successors and assigns.~~

~~([Ord. No. 2013-21](#), § 1, 8-26-13)~~

~~Sec. 34-190. Rural subdivisions.~~

- ~~(a) The City of Bunnell will allow rural subdivisions on property designated in the rural area provided the following stipulations are met:~~
- ~~(1) Adequate access to all parcels is provided;~~
  - ~~(2) Deed restrictions and disclaimer requirements are outlined acknowledging the government services that will not be provided to the development;~~
  - ~~(3) Wildfire vulnerability prevention requirements, including mitigation measures addressing building design and materials, site design, and landscaping (including defensible space requirements and plant materials) are outlined;~~
  - ~~(4) Rural subdivision standards in Chapter 30 Subdivision Regulations are followed;~~
  - ~~(5) The intent of all applicable goals, objectives and policies adopted in the city's comprehensive plan are met;~~
  - ~~(6) Gross residential density does not exceed one unit per five acres even if lot sizes are smaller, units are clustered together; or unique stipulations for open space including agricultural uses, support for environmentally sensitive lands, or preservation efforts for unique property characteristics require flexible subdivision design.~~

~~(Ord. No. 2012-03, § 5, 3-12-12)~~



## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 9/10/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-27 Amending the Capital Improvements Element of the  
2035 Comprehensive Plan. -First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Proposed Ordinance	Ordinance
Capital Improvement Element GOPs 2022	Exhibit
Capital Improvements Schedule Fiscal Yr 2021-2022 (Strikethrough)	Exhibit

#### **Summary/Highlights:**

This is a request to amend the City's Capital Improvement Element Schedule of the 2030 Comprehensive Plan.

The Planning, Zoning and Appeals Board heard this request at their October 11, 2022 Meeting. At that meeting, the Planning, Zoning and Appeals Board voted to recommend approval of the proposed ordinance.

As required by Florida Statutes, this item was advertised for First Reading in the October 13, 2022 edition of the Palm Coast Observer.

#### **Background:**

This is the annual update of the Capital Improvement Element Schedule of the City of Bunnell 2030 Comprehensive Plan.

From Florida Statutes:

**163.3177(3)(b), Florida Statutes, the City of Bunnell is required to review and amend its 5-Year Schedule of Capital Improvements on an annual basis. Amendments shall be based on capital outlay required to meet existing deficiencies and to maintain the adopted level of service standards planned for public facilities as identified and adopted within the Capital Improvements Element of the City of Bunnell's 2030 Comprehensive Plan.**

**A capital improvement shall be defined as a project that is self-contained, has a useful life of at least 10 years, and involves a cost of at least \$10,000.00, per CIE Policy 1.1.3 of the Capital Improvements Element of the 2030 Comprehensive Plan.**

**The proposed ordinance updates the 5-year schedule for capital improvements, facility analysis and capital construction expenditures for the City from 2020 through 2025 as defined in the 2030 Comprehensive Plan.**

**Staff Recommendation:**

Approval of Ordinance 2022-27 Amending the Capital Improvements Element of the 2030 Comprehensive Plan and forwarding it on to the City Commission for approval. - First Reading

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## ORDINANCE 2022-27

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2030 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Bunnell is authorized to amend the Capital Improvements Element of the City of Bunnell Comprehensive Plan in the manner set forth herein; and

**WHEREAS**, the City provided legal notice in accordance with Chapter 166.041(3)(c) F.S. and the City of Bunnell Land Development Code; and

**WHEREAS**, The Planning, Zoning and Appeals Board recommend approval of the amendment at the October 11, 2022, meeting; and

**WHEREAS**, for purposes of this Ordinance, underlined type shall constitute additions to the original text, \*\*\* shall constitute ellipses to the original text and ~~striketrough~~ shall constitute deletions to the original text.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIO OF THE CITY OF BUNNELL:**

### **Section 1. FINDINGS.**

Pursuant to 163.3177(3)(b) F.S. the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

### **Section 2. CITY OF BUNNELL COMPREHENSIVE PLAN AMENDMENT.**

The Capital Improvements Element of the City of Bunnell Comprehensive Plan shall be amended as indicated in Exhibit A.

### **Section 3. CONFLICTING PROVISIONS.**

All conflicting Ordinances and Resolutions, or parts thereof in conflict with this Ordinance, are hereby superseded by this Ordinance to the extent of such conflicts.

**Section 4. SEVERABILITY AND APPLICABILITY.**

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

**Section 5. EFFECTIVE DATE.**

That this Ordinance shall become effective upon its final adoption.

First Reading: approved on this 24th day of October 2022.

Second Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_  
Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_  
Kristen Bates, City Clerk, CMC

Seal:

## EXHIBIT A



## **Appendix A**

# **Capital Improvements Element Goals, Objectives & Policies**

# Capital Improvements Element

## Goals, Objectives, and Policies

163.3177(3)(a)

### Overall Goal

The City of Bunnell shall ensure capital facilities are provided to all residents and service areas of the City in a manner which protects the health, safety, and welfare of the public through use of existing facilities and the timely and efficient provision of new and expanded facilities.

### CIE Objective 1.1 Capital Facility Planning

To use the Capital Improvements Element as a planning tool to correct existing deficiencies, replace obsolete or worn-out facilities, and to accommodate desired future growth.

### Monitoring and Evaluation of Objective 1.1.

Whether Bunnell updates its Capital Improvement Element and the corresponding Schedule of Capital Improvements (SCI) on an annual basis.

#### **CIE Policy 1.1.1:**

As part of the City's annual budget cycle, the Bunnell Community Development Department shall prepare an inventory of concurrency related facilities for the purposes of establishing a five-year SCI.

#### **CIE Policy 1.1.2:**

The Schedule of Capital Improvements (SCI) shall be a five-year schedule of capital improvements needed to ensure that Bunnell maintains its adopted level of service standards for all concurrency related facilities.

#### **CIE Policy 1.1.3:**

All construction projects in excess of \$10,000 and any study which is expected to result in the determination of capital construction needs shall be included in the Schedule of Capital Improvements.

#### **CIE Policy 1.1.4:**

Bunnell may schedule and fund the capital improvements listed in the SCI in the City's Capital Improvement Program and update the Capital Improvement Element annually, by December 1, to ensure that the capital improvements scheduled will maintain or exceed adopted LOS standards over at least the five-year planning horizon.

**CIE Policy 1.1.5:**

After the adoption of the Capital Improvement Program (CIP), Bunnell shall make any changes necessary to update the Capital Improvements Element (CIE).

**CIE Policy 1.1.6:**

Bunnell shall annually adopt a capital budget that includes the projects listed in the first year of the Capital Improvement Program and Schedule of Capital Improvements.

**CIE Policy 1.1.7:**

Bunnell shall make the necessary amendments to the CIE, CIP, and SCI if the date of construction for a project that is relied upon to satisfy adopted LOS standards is changed.

**CIE Policy 1.1.8:**

Bunnell shall include externally funded projects in its CIE if the projects are relied upon to satisfy adopted LOS standards.

**CIE Policy 1.1.9:**

To the extent that it helps facilitate capital facility planning, the City's budgeting office shall continue the practice of distributing and collecting department project request forms.

**CIE Policy 1.1.10:**

Capital improvements shall be evaluated and prioritized according to the following guidelines:

1. Does the capital improvement eliminate possible hazards or protect the health, safety, and welfare of the public or provide the necessary infrastructure as part of a legal requirement or prior commitment?
2. Will the improvement eliminate or correct existing deficiencies, help achieve full use of existing facility, increase capacity of existing facilities to meet future demand, or reduce the necessity for or cost of future improvements?
3. Will or can funds be available for the project? Can operating and maintenance costs associated with the improvement be provided from the annual operating budget?
4. Does the project contribute to or further the achievement of goals, objectives, and policies contained in the elements of this Plan?
5. Will the project provide services to developed areas lacking services, or be a logical extension or expansion of facilities or services within designated service areas?
6. Will the project provide the necessary supporting infrastructure for existing and proposed school facilities in coordination with the Flagler County School Board and the Interlocal Agreement for Public School Facility Planning?

**CIE Policy 1.1.11:**

The City of Bunnell hereby adopts by reference the following documents and plans:

1. City of Bunnell Schedule of Capital Improvements as included herein.
2. Saint Johns Water Management District's North Florida Regional Water Supply Plan, adopted by the boards of the Saint Johns and Suwanee River Water Management Districts on January 17, 2017.
3. Flagler County School District 2016-2020 Work Plan, adopted by the Flagler County School Board in October, 2015.

**CIE Policy 1.1.12:**

Flagler Central Commerce Parkway shall not be funded from ad valorem taxes, fees, assessments, or other local tax payer funds.

**CIE Objective 1.2 Coordination with Land Uses**

To better coordinate land use decisions with available and committed funding sources as identified in capital facility budgets and plans.

**Monitoring and Evaluation of Objective 1.2.**

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

**CIE Policy 1.2.1:**

Bunnell shall maintain an up-to-date Concurrency Management System (CMS) and implementing provisions in its land development regulations in order to evaluate whether sufficient capacity exists to serve new development and redevelopment.

**CIE Policy 1.2.2:**

Bunnell shall only issue development orders in accordance with the City's Concurrency Management System in order to ensure that the development will not cause the adopted level of service standard of facilities to not be met.

**CIE Policy 1.2.3:**

The City shall ensure through its concurrency management system established in the Land Development Regulations that any increase in the demand on the infrastructure generated by the proposed development or redevelopment would not reduce the level of service of such facilities below the adopted standards, or that any infrastructure improvements needed to maintain the adopted level of service will be in place in accordance with the following:

For sewer, solid waste, drainage, and potable water facilities, the facilities must be in place no later than the issuance of the certificate of occupancy.

For parks and recreation facilities, the facilities must be in place no later than one year after the issuance of the certificate of occupancy; however, prior to issuance of the certificate of occupancy either a.) the acreage for such facilities shall be dedicated or acquired; or b.) equivalent funds shall be committed for such purpose.

For all transportation facilities, the facilities needed to serve the new development shall be in place or under actual construction within three years after the local government approves a building permit or its functional equivalent that results in traffic generation.

**CIE Policy 1.2.4:**

The City shall ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

**CIE Policy 1.2.5:**

Bunnell shall coordinate proposed land use changes and development with projected fiscal resources and planned capital improvements.

**CIE Policy 1.2.6:**

The City shall aggressively seek all grant opportunities to fund Capital Improvement Program projects tied to desired land use patterns.

**CIE Policy 1.2.7:**

Bunnell shall coordinate planning for city improvements with the plans of state agencies, the Saint Johns River Water Management District (SJRWMD), Flagler County and adjacent municipalities when applicable.

**CIE Policy 1.2.8:**

Bunnell shall construct public facility improvements in a manner that supports efficient, compact, and desirable land development patterns.

**CIE Objective 1.3 Level of Service Standards**

To ensure that all concurrency related facilities are being maintained at the adopted level of service standard.

**Monitoring and Evaluation of Objective 1.3.**

Whether all concurrency related facilities are being maintained at the adopted level of service standard.

**CIE Policy 1.3.1:**

Bunnell shall periodically evaluate its adopted level of service standards to determine if the standards are consistent with the desires of the community and make revisions to the standards as necessary.

**CIE Policy 1.3.2:**

The City adopts the following minimum peak-hour level of service standards for its roadway network:

- Rural Principal Arterial - LOS standard C
- Rural Minor Arterial - LOS standard D
- Rural Minor Collector (Local & County) – LOS standard C
- Emerging SIS Facilities – LOS standard C.

**CIE Policy 1.3.3:**

The City's central potable water system shall be capable of distributing 120 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

**CIE Policy 1.3.4:**

The City's central sanitary sewer system shall be capable of treating 102.3 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

**CIE Policy 1.3.5:**

The City's solid waste system shall be capable of collecting and disposing 9.3 pounds per capita per day.

**CIE Policy 1.3.6:**

The City's parks and recreation system shall provide at least 3.0 acres of park land per 1,000 residents.

**CIE Policy 1.3.7:**

The City's stormwater management system shall adequately operate under the conditions of a storm with a 24-hour, 25 year frequency.

**CIE Policy 1.3.8:**

The City of Bunnell shall utilize the following LOS standards in coordination with the School District to implement School concurrency:

1. Elementary: one hundred percent (100%) of permanent Florida Inventory of School Houses (FISH) capacity with State Requirements for Educational Facilities (SREF) utilization factor;
2. Middle: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
3. K-8: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
4. High: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor; and
5. Special Purpose: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor.

**CIE Policy 1.3.9:**

The City, in coordination with the School District, shall allow relocatables to be utilized to maintain the LOS standards on a temporary basis when construction to increase capacity is planned and in process. The temporary capacity provided by relocatables shall not exceed twenty (20%) of the permanent FISH capacity and shall be used for a period not to exceed five (5) years. Relocatables may also be used to accommodate capacity utilized for any specific education/development programs as required by law and/or adopted by the School Board.

## **CIE Objective 1.4 Proportionate Fair Share Payments and Impact Fees**

To maintain a fair system where developers/land owners will bear a proportionate cost of facility improvements necessitated by proposed development in order to adequately maintain adopted level of service standards.

### **Monitoring and Evaluation of Objective 1.4.**

1. Whether the City of Bunnell maintains a proportionate fair share system in its Land Development Code which allows developers to proceed under certain conditions, notwithstanding the failure of concurrency, by contributing their proportionate fair-share of the cost of the facility.
2. Whether the City continues to maintain impact fees which are adequate to pay for its existing capital facilities.

#### **CIE Policy 1.4.1:**

Bunnell shall use capital facility cost estimates and/or city-adopted or state approved development impact methodologies to determine and assess proportionate fair share payments and dedications.

#### **CIE Policy 1.4.2:**

Bunnell shall periodically evaluate its impact fees to determine if collections are adequate to pay for its existing capital facilities.

#### **CIE Policy 1.4.3:**

Bunnell shall continue to support the Flagler County Recreation Impact Fee by verifying that the required fee has been paid prior to the issuance of a development order by the City.

## **CIE Objective 1.5 Financial Controls**

To exercise sound fiscal management practices to ensure the long-term health of the community and to ensure the necessary capital facility improvements are provided for existing and future development.

### **Monitoring and Evaluation of Objective 1.5.**

Whether the City has adopted a financially feasible five-year Capital Improvements Program (Adopted by Ordinance 2013-09).

#### **CIE Policy 1.5.1:**

The City shall issue municipal bonds or borrow funds for municipal purposes only to the extent authorized by and subject to the limitations provided for in Florida Statutes and Municipal Home Rule Law.

**CIE Policy 1.5.2:**

The Financial Services Director shall review all proposed capital improvement projects and make a recommendation to the City Manager concerning the City’s ability to finance such proposals. The recommendation shall include a review of the following:

1. Ability to use an existing revenue stream.
2. Ability to use impact fees or proportionate share payments.
3. Assessment of whether bonding is appropriate and the likelihood of getting a bond approved by voters of the City.
4. Availability of grant funds.

**CIE Policy 1.5.3:**

The term for repayment of any debt supporting public capital facility improvements shall not exceed the expected and useful life of the facility.

**CIE Policy 1.5.4:**

Before funding any public capital facility improvement, the City shall assess the impact of maintenance and operations costs anticipated to be generated by that facility.

**CIE Policy 1.5.5:**

Bunnell shall maximize its use of grant funds as a supplement to local revenue sources.

**CIE Policy 1.5.6:**

Prior to funding any public capital improvements, the City shall evaluate what opportunities the improvement may create (e.g., the need for sewer or water main extensions shall be considered when roadway improvements are planned in order to minimize the cost and disruption caused by the construction).

**CIE Policy 1.5.7:**

The City shall replace or renew capital facilities as necessary to protect the public’s health, safety, and welfare, and to ensure that the adopted level of service standards are maintained.

**CIE Objective 1.6 Public Expenditures in Designated Flood Prone Areas**

To discourage public capital facility improvements in the designated flood prone areas.

**Monitoring and Evaluation of Objective 1.6**

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

**CIE Policy 1.6.1:**

Bunnell shall fund and construct public capital facility improvements in the designated flood prone areas only to the extent that it supports existing development patterns and will not encourage additional or more intensive development.



**CIE Policy 1.6.2:**

The designated flood prone areas shall mean those areas inundated by water during a 100 year flood as depicted on the City's flood prone area map.

**CIE Policy 1.6.3:**

Public expenditures in the designated flood prone area shall be limited to the following:

1. Maintenance of existing facilities.
2. Improvements designed to improve the efficiency of existing facilities.
3. Replacement of obsolete or worn-out facilities.
4. Limited Recreational Facilities.
5. Water quality and supply improvement facilities.
6. New construction and/or expansion of arterial and collector streets.

**CIE Policy 1.6.4:**

Construction of all public capital facilities must conform to the floodplain regulations adopted by the City of Bunnell.

Schedule of Capital Improvements, FY2021-2026

	<b>Policy/ Plan Implementation</b>	<b><u>FY21/22</u></b>	<b><u>FY22/23</u></b>	<b><u>FY23/24</u></b>	<b><u>FY24/25</u></b>	<b><u>FY25/26</u></b>	<b>Proposed funding in:</b>
Water System CIP	Infrastructure Element Policy 4.1.4	\$0	\$0	\$392,341	\$98,796	<u>\$97,568</u>	Enterprise Fund
Water System R&R	Infrastructure Element Policy 4.1.4	<del>\$100,000</del> <u>\$60,000</u>	<del>\$100,000</del> <u>\$0</u>	<del>\$100,000</del> <u>\$0</u>	<del>\$100,000</del> <u>\$0</u>	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	<del>\$255,000</del> <u>\$249,500</u>	<del>\$73,333</del> <u>\$200,000</u>	<del>\$0</del> <u>\$100,000</u>	\$33,800	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	\$0	<del>\$36,667</del> <u>\$0</u>	<del>\$0</del> <u>\$500,000</u>	\$0	<u>\$0</u>	REDI Grant
Sewer System CIP	Infrastructure Element Policy 1.1.8	<del>\$1,283,100</del> <u>\$100,000</u>	<del>\$840,650</del> <u>\$60,000</u>	<del>\$0</del> <u>\$548,000</u>	<del>\$131,000</del> <u>\$20,000</u>	<u>\$0</u>	Enterprise Fund
<u>Sewer System CIP</u>	<u>Infrastructure Element Policy 1.1.8</u>	<u>\$638,070</u>	<u>\$0</u>	<u>\$0</u>	<u>\$500,000</u>	<u>\$0</u>	<u>REDI &amp; HMGP Grants</u>
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$200,000	<del>\$200,000</del> <u>\$0</u>	<del>\$200,000</del> <u>\$0</u>	<del>\$200,000</del> <u>\$131,000</u>	<u>\$0</u>	Enterprise Fund
<b>Subtotal (this page)</b>		<b><u>\$1,247,570</u></b>	<b><u>\$260,000</u></b>	<b><u>\$1,540,341</u></b>	<b><u>\$783,596</u></b>	<b><u>\$97,568</u></b>	

City of Bunnell  
Capital Improvements Element  
Goals, Objectives and Policies Adopted by Ordinance 2022-xx unless Otherwise Indicated

Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$200,000 <u>\$0</u>	\$0 <u>\$6,648,000</u>	\$0 <u>\$4,432,000</u>	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$800,000 <u>\$0</u>	\$15,579,628 <u>\$12,348,000</u>	\$0 <u>\$8,232,000</u>	\$0	<u>\$0</u>	SRF / CDBG-MIT / State Grant / ACOE / SJRWMD
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$0	\$800,400 <u>\$0</u>	\$5,521,600 <u>\$800,400</u>	\$0 <u>\$4,535,600</u>	Enterprise Fund
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$0	\$640,320 <u>\$0</u>	\$4,417,280 <u>\$640,320</u>	<u>\$3,628,480</u>	USDA / SRF
Stormwater CIP	Infrastructure Element Policy 3.1.1	\$50,000 <u>\$20,000</u>	\$0 <u>\$115,000</u>	\$0	\$0	<u>\$0</u>	General Fund
<u>Stormwater Drainage R&amp;R Hymon Project</u>	<u>Infrastructure Element Policy 3.1.3</u>	<u>\$18,000</u>	<u>\$50,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>General Fund</u>
<u>Stormwater Drainage R&amp;R Hymon Project</u>	<u>Infrastructure Element Policy 3.1.3</u>	<u>\$12,000</u>	<u>\$688,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>CDBG</u>
Stormwater Drainage R&R Phase II	Infrastructure Element Policy 3.1.3	\$0	\$0	\$0	\$0	<u>\$0</u>	General Fund
<b>Subtotal (this page)</b>		<b><u>\$50,000</u></b>	<b><u>\$19,849,000</u></b>	<b><u>\$12,664,000</u></b>	<b><u>\$1,440,720</u></b>	<b><u>\$8,164,080</u></b>	

City of Bunnell  
Capital Improvements Element  
Goals, Objectives and Policies Adopted by Ordinance 2022-xx unless Otherwise Indicated

Stormwater Drainage R&R Phase II	Infrastructure Element Policy 3.1.3	\$0	\$0	\$0	\$0	\$0	REDI Grant
Sidewalk Repair & Replacement	Traffic Circulation Element Policy 4.7.8	\$10,000	\$10,000	\$10,000	\$10,000		General Fund
Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$90,000 \$0	\$80,000 \$115,000	\$80,000 \$270,000	\$80,000 \$125,000	\$130,000	General Fund
Speed Reduction Devices	Traffic Circulation Element Policy 5.1.3	\$10,000	\$10,000	\$10,000	\$10,000		General Fund
Fiber Optic CIP	N/A	\$10,000	\$30,000	\$30,000	\$30,000	\$30,000	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$4,000,000	\$0 \$1,000,000	\$4,000,000 \$200,000	\$0 \$200,000	\$200,000	General Fund <sup>1</sup>
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$1,750,000	\$350,000	\$350,000	\$350,000	\$350,000	Impact Fees for Sewer Infrastructure Construction
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$1,750,000	\$350,000	\$350,000	\$350,000	\$350,000	Impact Fees for Water Infrastructure Construction
<b>Subtotal (this page)</b>		<b>\$7,510,000</b>	<b>\$945,000</b>	<b>\$1,200,000</b>	<b>\$1,055,000</b>	<b>\$1,060,000</b>	

Per Capital Improvements Element Policy 1.1.12, Flagler Central Commerce Parkway shall not be funded from ad valorem taxes, fees, assessments, or other local taxpayer funds. Only pass through funds from Federal Earmark SAFETEA-LU #F172 will be spent by the City on this project.

City of Bunnell  
Capital Improvements Element  
Goals, Objectives and Policies Adopted by Ordinance 2022-xx unless Otherwise Indicated

<b>Parks and Recreation</b>							
Eddie Johnson Park Upgrade	Recreation & Open Space Element Policy 1.1.2	\$5,000	\$0	\$0	\$0		General Fund
Municipal Park Move	ROS Objective 1.1 Level of Service Standards for Parks	\$19,000	\$1,200				General Fund
JB King Concession Stand Upgrade	ROS Objective 1.1 Level of Service Standards for Parks		\$15,000				General Fund
<b>City Facility/Buildings</b>							
Demolish Old PD Building/Grade & Flatten Lot for subbase parking spaces & fencing	N/A	\$16,000	\$0	\$0	\$0		General Fund
Design Build - New City Hall – 201 W. Moody Blvd	N/A	\$20,000	\$20,000	\$0	\$0		General Fund
Build New City Hall – 201 W. Moody Blvd	N/A	\$0	\$0	\$5,200,000	\$0		General Fund
<b>Subtotal (this page)</b>		<b>\$39,000</b>	<b>\$36,200</b>	<b>\$5,200,000</b>	<b>\$0</b>	<b>\$0</b>	

City of Bunnell  
Capital Improvements Element  
Goals, Objectives and Policies Adopted by Ordinance 2022-xx unless Otherwise Indicated

Bunnell Administration Complex — Chamber Rehab	N/A	\$80,000	\$0	\$0	\$0		General Fund
Lake Lucille — Total Electrical upgrade/Rehab	N/A	\$0	\$0	\$0	\$0		General Fund
Versie Lee Mitchell	N/A	\$15,000	\$0	\$0	\$0		General Fund
Relocation of City Offices ( ? )							
Historic Coquina Hall Remediation	FLU Goal 3 Historic Resources	\$101,516					General Fund
Historic Coquina Hall Design	FLU Goal 3 Historic Resources	\$20,000	\$65,000				General Fund
<b>Subtotal (this page)</b>		<b>\$121,516</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

City of Bunnell  
 Capital Improvements Element  
 Goals, Objectives and Policies Adopted by Ordinance 2022-xx unless Otherwise Indicated

<u>Historic Coquina Hall Reconstruction</u>	<u>FLU Goal 3 Historic Resources</u>		<u>\$500,000</u>				<u>Special Category Grant</u>
<b>Public Schools</b>							
<i>No Capacity Improvements Scheduled</i>	N/A	\$0	\$0	\$0	\$0		General Fund
<b>Grand Total</b>		<b><u>\$8,968,086</u></b>	<b><u>\$21,655,200</u></b>	<b><u>\$31,404,341</u></b>	<b><u>\$3,279,316</u></b>	<b><u>\$9,321,648</u></b>	

DRAFT



## City of Bunnell, Florida

### Agenda Item No. F.1.

Document Date: 10/10/2022 Amount:  
Department: City Clerk Account #:  
Subject: Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.  
Agenda Section: Resolutions: (Legislative):  
Goal/Priority: Organizational Excellence

#### **ATTACHMENTS:**

Description	Type
Proposed Resolution	Resolution

#### **Summary/Highlights:**

In accordance with the City Charter, this is a request to schedule a Special Election to fill the vacancy created by the resignation of Commissioner Barnes.

This matter was heard at the October 10, 2022, City Commission Meeting. At this meeting, the Commission voted to continue the item to the next meeting to allow a full Commission to make a decision.

#### **Background:**

Commissioner Bob Barnes tendered his resignation as a Bunnell City Commissioner effective July 18, 2022. He was elected to serve a three year term on March 8, 2022 and was sworn into office on April 11, 2022. The term expires in 2025.

Per the City Charter, a Special Election should be scheduled with the next regular election. The next regular election is March 7, 2023.

The election to fill this vacancy will be a separate race from that held to fill the two Commissioner terms expiring in 2023.

#### **Staff Recommendation:**

Adopt Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.



**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**RESOLUTION 2022-12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, CALLING A SPECIAL ELECTION TO FILL THE VACANCY IN THE CITY COMMISSION SEAT VACATED BY COMMISSIONER BARNES FOR THE DURATION OF THE UNEXPIRED TERM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.07.C. of the Bunnell City Charter provides:

*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.*

**WHEREAS**, Commissioner Bob Barnes tendered his resignation as a Bunnell City Commissioner effective July 18, 2022; and

**WHEREAS**, Commissioner Barnes was elected to serve a full three year term at the March 8, 2022 Municipal Election, with such term to start at the first meeting in April 2022 and to expire at the first regular meeting of the City Commission in April 2025 following the March 2025 Municipal Election; and

**WHEREAS**, pursuant Section 3.04 of the Bunnell City Charter, a regular election for two City Commissioner seats is currently scheduled to be held on Tuesday, March 7, 2023; and

**WHEREAS**, pursuant to Section 18-5 of the Bunnell Code of Ordinances (as enacted by Ordinance 2018-18), the qualifying period for such regular election begins on January 9, 2022 at 8:00 A.M. and concludes on January 13, 2022 at 12:00 P.M., and the deadline to qualify by the petition process is December 12, 2022 at 12:00 P.M.

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

**SECTION 1.**

The City Commission hereby calls a special election to be held simultaneous with the regular election to be held on March 7, 2023, to fill the vacancy in the office of City Commissioner created by the resignation of Commissioner Bob Barnes, with the candidate elected to serve the remainder of unexpired term of such office.

**SECTION 2.**

The special election shall be conducted on the same ballot as the regular election but shall be conducted separately from the regular election for City Commissioners. Specifically, while the regular election for City Commissioners will permit voters to choose up to two candidates, with the two candidates receiving the most votes being elected, the special election shall be separately denoted as a special election to fill the office's unexpired term, with voters permitted to choose only one candidate, with the candidate receiving the most votes being elected.

**SECTION 3.**

All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 4.**

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

**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 24<sup>th</sup> day of October 2022.

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_  
Vose Law Firm, City Attorney

Attest:

Seal:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk



## City of Bunnell, Florida

### Agenda Item No. G.1.

Document Date: 10/10/2022 Amount:  
Department: City Clerk Account #:  
Subject: Report and Action Items from the 2022 Charter Review Advisory Committee  
Agenda Section: Old Business:  
Goal/Priority: Organizational Excellence

#### **ATTACHMENTS:**

Description	Type
CRC Report	Exhibit
Approved Charter Review Committee Minutes	Ordinance
July 27, 2022 Minutes (To be Approved)	Minutes

#### **Summary/Highlights:**

This is the report from the 2022 Charter Review Advisory Committee.

This item was Tabled at the September 26, 2022 City Commission Meeting and brought off the table at the October 10, 2022 City Commission Meeting. At the October 10th Meeting, the Commission voted to continue the item to the next City Commission Meeting to ensure there was a full Commission present to make a decision.

#### **Background:**

The members of the Charter Review Advisory Committee were appointed by the City Commission on May 9, 2022.

The Public Workshop for the 2022 Charter Review Advisory Committee was held on June 22, 2022. This was the public meeting held to allow members of the public to provide input and suggestions to the Charter Review Advisory Committee prior to the start of the actual committee meetings.

The Charter Review Advisory Committee met on July 13, 2022 and July 27, 2022 to review and discuss the Bunnell City Charter.

The topic most discussed at the meetings were the following: 1. Voting Districts; 2. Time between required Charter Reviews. The Committee also discussed how vacancies of the Commission are

filled per the Charter.

There are no recommendations from the Charter Review Advisory Committee for amendments to the Charter to be placed on the 2023 Municipal Ballot.

**Staff Recommendation:**

1. Accept the report from the Charter Review Advisory Committee; 2. Approve the July 27, 2022 Charter Review Advisory Committee Minutes; 3. Sunset the 2022 Charter Review Advisory Committee

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

VACANT

TINA-MARIE SCHULTZ

September 6, 2022

Mayor Robinson and Commissioners  
City of Bunnell

Re: Bunnell Charter Review Advisory Committee Final Report

Dear Mayor and Commissioners:

The City of Bunnell Charter Review Committee ("CRC") has completed its review of the Bunnell City Charter. The CRC held a total of three meetings- one workshop held June 22, 2022 and two regular meetings held July 13, 2022 and July 27, 2022. The CRC is not recommending Charter Amendments for the 2023 Municipal Ballot.

The CRC did extensively discuss several topics including the need for residential districts for Commissioners, the various forms of voting districts and the length of time between required Charter reviews. Despite the debate and varying points of view on topics, there were no successful motions made regarding any proposed changes to the current Bunnell Charter. As a result, there is no proposed amendment language to be submitted to the City Commission for review and consideration.

On behalf of each member of the Charter Review Committee, I would like to thank the Commission for the opportunity to serve the City and its citizens in this capacity. The CRC would also like to thank the City Attorney and City staff for their diligent assistance in our efforts during our appointment time and meetings. I would personally like to thank my fellow committee members for their conscientious service to the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Masten", is written over the word "Sincerely,".

Gary Masten  
Chair, 2022 Charter Review Advisory Committee



*Crossroads of Flagler County*

**BUNNELL CHARTER REVIEW  
ADVISORY COMMITTEE MINUTES**

**Wednesday, June 22, 2022**

**Workshop**

**6:00 PM**

1769 E. Moody Street  
Chambers Meeting Room  
Bunnell, FL 32110

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

City Attorney Wade Vose called the meeting to order at 6:00 PM. The Pledge to the Flag was performed.

**B. Roll Call**

**Roll Call (Present):** Daisy Henry; Darial Williams; David Wilhite; Gary Masten; Joe Kowalsky; Joy Allen; Michelle Heider; Bonita Robinson (Alternate); City Attorney Wade Vose; City Clerk Kristen Bates

City Attorney Vose provided a brief overview/training to all Committee members on the Sunshine Law and Public Records law. The members of the Committee were invited to ask questions at any point of the overview. Examples of possible violations of the Sunshine law were provided. Facebook posting in the context of the Sunshine Law and e-mails, correspondence and notes were discussed in the context of Public Records. What to do if members receive items that could be public records was discussed.

Gary Masten asked about how the Committee's suggestions are processed. City Attorney Vose explained the Committee makes suggestions/recommendations to the City Commission; the City Commission reviews the suggestions/recommendations and takes legislative action (an ordinance) to place approved items to be considered by the electors of Bunnell on the 2023 Municipal Elections ballot.

Gary Masten asked if fines for inadvertent violations of the Sunshine Law were the personal responsibility of the Committee member. It was confirmed members would be personally responsible for fines resulting from their conduct while serving on the Committee.

City Attorney Vose discussed the need to have a Chair and Vice Chair. This would be done by having nominations and then a vote from the Committee Members.

Each member of the Committee introduced themselves and provided a brief background on themselves.

City Attorney Vose opened the floor for nominations for the Chair. There was a nomination for Gary Masten to serve as the Chair.

**Motion:** Gary Masten to serve as the Committee Chair.



**Motion by:** David Wilhite  
**Seconded by:** Joy Allen  
**Vote:** Motion carried unanimously

City Attorney Vose opened the floor for nominations for the Vice Chair. There were motions for the following to serve as the Vice Chair: Daisy Henry; Joy Allen; Darial Williams. Both Daisy Henry and Darial Williams declined their nomination.

**Motion:** Joy Allen to serve as the Committee Vice Chair.  
**Vote:** Motion carried unanimously

**C. Charter Discussion & Input from the Public**

**C.1. Discussion of changes or considerations for the Bunnell City Charter**

There were no members of the Public in the audience. Therefore, there was no input from the Public.

City Attorney Vose explained the scope of duties for the Charter Review Committee and explained the purpose of the City Charter. The process of how the Charter was explained. He provided some guidance and recommendations on what type of changes should be made; members should focus on concepts of the Charter and not get "bogged" down with specifics or changing words for the sake of changing words.

Chair Gary Masten asked how the information is presented to the Commission.

Answer: A report and/or ordinance with the recommended changes is presented on a Commission agenda. This is prepared by the City Attorney and City Clerk Office.

Member Joe Kowalsky asked if there were other Charters that also provide governance to the City.

Answer: The difference between Charter County and Non-Charter County was provided. An explanation about Home Rule authority was provided; City's are not allowed to pass legislation that is inconsistent with State law, that is less restrictive than State law or on a subject that has been pre-empted by the State.

Chair Gary Masten asked for examples of something that would violate State statute. An example was provided and explained.

Attorney Vose asked the members of the Committee if there were any areas of the Charter they already had identified for possible changes.

Member David Wilhite stated he is confused by the language and example in the Elections and Terms section and thinks it could use some clarity/cleaning-up. There was discussion about some language, as in this case, that the information is not meant for the average citizen, but for attorneys and staff; however, it can be looked at to see if there is a way to address the concern.

Member Daisy Henry stated there needed to be a way to have more representation of all the citizens in Bunnell and that she thinks they need to look at the powers granted to the Mayor and City Manager. There was discussion on the Commission-Manager form of government and Strong Mayor verses Weak Mayor forms of government.



Alternate Member Bonita Robinson asked if something needed to be added to the Charter what process was used.

Answer: Adding to the Charter is amending the Charter. The exact some process would be used.

**D. Discussion of Meeting Schedule and Announcement of Next Meeting**

The next meeting was discussed. City Clerk Bates explained about the meeting spaces available. The following days were proposed for possible meeting dates: July 13, 2022; July 27, 2022; and August 10, 2022.

The next meeting of the Charter Review Advisory Committee will be July 13, 2022 at 3:00 PM and will be held at the Versie Lee Mitchell Community Center.

The question was asked if a member could not attend, were they able to still provide input.

Answer: If a member was not able to attend, they could provide their comments and notes on an item/idea and should send them to the City Clerk to bring to the meeting.

**E. Call for Adjournment**

**Motion:** Adjourn

**Motion by:** Joy Allen

**Seconded by:** Joe Kowalsky

**Vote:** Motion carried unanimously



\_\_\_\_\_  
Gary Masten, Chair



\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

7/13/2022

\_\_\_\_\_  
Date

7/13/2022

\_\_\_\_\_  
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\*\***

GARY MASTEN  
CHAIR

JOY ALLEN  
VICE-CHAIR



*Crossroads of Flagler County*

DAISY HENRY  
DARIAL WILLIAMS  
DAVID WILHITE  
JOE KOWALSKY  
MICHELLE HEIDER  
BONITA ROBINSON  
(ALTERNATE)

**BUNNELL CHARTER REVIEW  
ADVISORY COMMITTEE MINUTES**

**Wednesday, July 13, 2022**

**3:00 PM**

Versie Lee Mitchell Community Center  
405 E. Drain Street  
Bunnell, FL 32110

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**A. Call Meeting to Order**

Chair Masten called the meeting to order at 3:04 PM.

**B. Roll Call**

**Present:** Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; City Attorney Wade Vose; City Clerk Kristen Bates

**Excused:** Michelle Heider; Bonita Robinson (Alternate)

**C. Approval of Minutes**

**C.1. June 22, 2022 Charter Review Advisory Committee Minutes**

**Motion:** Approve the June 22, 2022 Charter Review Committee Workshop Minutes

**Moved By:** David Wilhite

**Seconded By:** Joy Allen

**Vote:** Motion carried by unanimous vote

**D. Charter Discussion**

**D.1. Review and Discussion of the Bunnell City Charter**

Chair Masten open the floor for discussion.

Member Kowalsky stated the Charter does not have any "protections" for staff or workers.

City Attorney Vose and City Clerk took turns explaining the various documents and regulations utilized by the City. There are also the Code of Ordinance and Land Development Code. Matters dealing with employees are covered by the City Personnel and Policy Manual.

Topic: Districts

Member Henry stated the "at large" requirement for Commissioners needs to be looked at as she feels that not all portions of the City are represented.

City Attorney Vose discussed the Commission had recently looked at the possibility of creating districts and explained "at large," single member districts and residency districts.

Member Allen asked what the districts would look like.

City Attorney Vose explained Florida Statute provides regulations for the creation and maintenance of districts. Examples of the regulations mentioned were being equal in population, contiguous, for racial make-up, etc. Because they require regular maintenance, actual districts would not be included in the Charter and are created by the City Commission through ordinance.

Chair Masten asked if having districts would increase election costs.

Clerk Bates explained it would depend on the type of districts created, but in general it would add to ballot printing costs. If four different ballots had to be printed, costs would increase and could lead to errors if wrong ballots were used. Other costs that might come with districts is if additional polling places are needed.

Vice Chair Allen stated several members of the public have stated without districts they fear that the residents in Grand Reserve would take control of the Commission.

There was discussion about the pros and cons of districts.

The pros mentioned were a single Commissioner being able to advocate for the needs of their individual district better and neighborhoods not being "left out" of events.

Some of the cons mentioned were dividing an already low voter turn out by four districts, creating the need for run off races which increase election costs, errors in voting by wrong ballots, as districts have to have equal population they could cover more than one neighborhood, and the expense to the City to fairly create and maintain districts to stay in compliance with Florida Statute.

Chair Masten stated he thought the Commission as it is with the at large membership is better able to handle issues thinking of the City as a whole. The example he used was the recent decision to spend a large amount of money on the camera system that is being installed on the southern portion of the City. He is concerned having districts could cause a Commissioner to think of the needs of only their district which could impact the ability of the City to effectively move forward with projects or make decisions.

Member Henry stated there have been positive changes, but more is needed. The citizens need more education and to be informed better about their government. She also stated she was concerned that an employer can stop someone from running for office.

City Attorney Vose advised it was most likely an agency's Personnel Policies that would affect their employee's ability to run for office. Each agency maintains their own personnel policies and another agency cannot apply or make changes to another agency's policies. He also briefly explained the Resign to Run requirements as elected officials cannot hold more than one office at a time.

There was a question what would happen if no candidate qualified to run for a district seat.

City Attorney Vose explained the sitting Commission would then have to locate

Topic: Charter Review Minimum Time Requirement

City Attorney Vose mentioned the possibility of changing the minimum requirement for the conduct of Charter Reviews from five years to ten years or a number between five and ten years. He explained the Commission has the authority to consider Charter Amendments at any time and to do it either with or without a Charter Review Committee.

The time stated in the Charter is the minimum time frame for the City to conduct a review. He also advised since the City has done at least two extensive reviews and clean-ups of the Charter in both 2013 and 2018 that now would be a good time to consider extending the time frame between Charter Reviews.

Member Kowalsky stated he thinks every five years is good, especially with the changes happening in the City population.

Vice Chair Allen feels that ten years is too long to go between reviews with how fast technology changes.

Member Wilhite stated he liked the ten-year review as changes in technology would not affect how the City government is supposed to operate or function. Changes to regulations that might be affected by technology or other trends would be done through ordinances and changes to the City's codes and development regulations.

**E. Announcement of Next Meeting**

July 27, 2022 at 3:00 PM; location is the First Floor Conference Room of the Government Services Building

**F. Call for Adjournment**

**Motion:** Adjourn

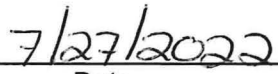
**Moved By:** Joy Allen

**Seconded By:** Darial Williams

**Vote:** Motion carried by unanimous vote

  
\_\_\_\_\_  
Gary Masten, Chair

  
\_\_\_\_\_  
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\*\***

GARY MASTEN  
CHAIR  
JOY ALLEN  
VICE-CHAIR



*Crossroads of Flagler County*

DAISY HENRY  
DARIAL WILLIAMS  
DAVID WILHITE  
JOE KOWALSKY  
MICHELLE HEIDER  
BONITA ROBINSON  
(ALTERNATE)

**BUNNELL CHARTER REVIEW  
ADVISORY COMMITTEE MINUTES**

**Wednesday, July 27, 2022**

**3:00 PM**

Versie Lee Mitchell Community Center  
405 E. Drain Street  
Bunnell, FL 32110

---

**A. Call Meeting to Order**

Chair Masten called the meeting to order at 3:01 PM and led the Pledge of Allegiance.

**B. Roll Call**

**Present:** Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; Michelle Heider; Bonita Robinson; City Attorney Wade Vose; City Clerk Kristen Bates

**Excused:** N/A

**C. Approval of Minutes**

**C.1. July 13, 2022 Charter Review Committee Meeting Minutes**

**Motion:** Approve the July 13, 2022 Charter Review Committee Minutes

**Moved By:** Joy Allen

**Seconded By:** Daisy Henry

**Vote:** Motion carried by unanimous vote

**D. Charter Discussion**

**D.1. Review and Discussion of the Bunnell City Charter**

Chair Masten provided a recap of the two topics that were discussed at the last meeting. He asked if the current Charter addressed how to fill a vacancy. Both City Clerk Bates and City Attorney Vose explained how the Charter addresses the filling of a vacancy on the Commission.

Member Heider provided her input on the topics discussed at the last meeting. She advised she served on the 2018 Charter Review Committee and districts were heavily discussed then, but it was decided districts were not something to explore in 2018. She has no issues with extending the time between the required Charter Reviews.

Alternate Robinson provided her input on the topics for the last meeting. She feels 10 years is a long time to go before looking at the Charter; while the

Commission may be able to call for a review to occur at any time before the 10 years, she feels that the Commission needs to be held accountable more than that. She also addressed the need for districts. She stated she feels the reason the City has such a low voter turnout is because there are not districts and the residents in the south side of Bunnell feel they are not being heard, are excluded from how things are done and feel they don't know anyone who runs for the Commission or serves on the Commission. She told a story about her mother asking about her mail in ballot and stated she and her husband made the decision to not vote in the last election because the candidates did not come to the south side to speak to the residents there. Alternate Robinson also advised she feels people would be more likely to vote for a neighbor than someone they do not know, and people need to feel their Commissioner is speaking for them and what they need in their neighborhood. She feels the best version of districts for the City is the residents of each district voting for the candidate of their choice from that district, not the resident Commissioner with all the City voting for each district.

City Attorney Vose spoke to the dynamics of districts again, reminding the Committee that no one will know what the districts will look like until they are created. Florida Statute regulates districts with some very specific components of districts are they must be equal in population not in size, contiguous not separate or divided and do not create racial disparity. There are others as well. The district boundaries would not be placed in the Charter but drawn up using all available data and adopted by ordinance. They must be reviewed for continued accuracy of the population requirement. This means that if there is a surge in growth, the City could be looking at completing census counts every two to five years or if there is a stall in growth using national census data.

Member Henry stated the residents in the south side of Bunnell feel neglected and are not allowed to participate in their government.

Chair Masten spoke to a comment Member Henry made at the last meeting about needing to stop dividing the communities/City and find ways to work together. He asked the committee for their thoughts on how dividing the City into four districts will allow the citizens to come together and not divide the City further. He has heard from some citizens about districts and their main concern was what their district would look like before they would think it was a good idea; however, no one can know what a district would look like before the decision to have districts is made. He pointed out based on how the population falls geographically either or both the residents of Grand Reserve and the south side could actually be split into two different districts and not in the same district.

Member Heider asked about other jurisdictions of Bunnell's population and whether they have districts. City Attorney Vose advised it is very rare; most jurisdictions with districts are much larger in population. She asked Member Henry and Alternate Robinson what they felt are other ways to get those who feel underrepresented to feel more involved in their City. There were no ideas or suggestions as how to make this happen.

Member Williams feels representation is needed for all citizens and reminded all that even a neighbor running for a Commission seat may make promises during a campaign but forget those promises once elected. An even playing field and equal representation for all the City is needed.

Member Wilhite asked with the vacancy on the Commission now and the seat being placed on the 2023 ballot if now would be the good time to get a representative from the south side to run. Alternate Robison stated there has to be another way to be fair using the example of when the last vacancy was filled both she and Member Henry submitted letters to be appointed but were not appointed.

Vice Chair Allen asked who would make the districts. City Attorney Vose explained the Commission is the body to establish the districts with the input from professionals who have experience with creating districts and the legal requirements for districts. This tends to mean the City would need to engage the services of a consultant with both GIS capabilities and familiarity with all that is required when creating districts. The need to maintain equal population across all districts was stressed and the need to continually determine if they are equal when there are surges in growth.

Member Henry stated the Commission needs to be aware of all citizens and the people need to be at peace with those who represent them; districts may be the only way to make this happen.

Chair Masten opened the floor up for any motions on possible Charter amendments.

**Motion:** Not to proceed with voting districts

**Moved By:** David Wilhite

**Seconded By:** Joe Kowalsky

**Vote:** Motion carried 5 to 2.

**Yay:** Gary Masten; Joy Allen; Joe Kowalsky; Michelle Heider; David Wilhite

**Nay:** Darial Williams; Daisy Henry

**Motion:** Have Charter Reviews occur every 10 years

**Moved By:** David Wilhite

**Seconded By:** Michelle Heider

**Vote:** Motion failed 2 to 5

**Yay:** Michelle Heider; David Wilhite

**Nay:** Gary Masten; Joy Allen; Joe Kowalsky; Darial Williams; Daisy Henry

**Motion:** Keep Charter Reviews at every 5 years

**Moved By:** Hoy Allen

**Seconded By:** Daisy Henry

**Vote:** Motion carried by unanimous vote

There was discussion about reporting back to the Commission. City Attorney Vose advised a letter or report could be drafted and presented to the Commission at one of their upcoming meetings. This report could be presented by the Chair or staff.

Member Henry asked how the Commission would know about the discussions held about the need for districts and how strongly some members feel about their need. City Clerk Bates advised the minutes from meetings could be included in the agenda item. Members felt this was a good suggestion.

City Clerk Bates also advised additional actions would be recommended to the Commission when the report is presented. Those actions would be to sunset the 2022 Charter Review Advisory Committee which legally ends the need for the committee and for the Commission to approve the last set of minutes of the Committee.

**E. Announcement of Next Meeting: August 10, 2022**

There will not be another meeting of the Charter Review Advisory Committee as the Committee has determined that they have met the objectives set for them by the City Commission. The August 10, 2022 meeting is cancelled.

**F. Call for Adjournment**

**Motion:** Adjourn

**Moved By:** Daisy Henry

**Seconded By:** Michelle Heider

**Vote:** Motion carried by unanimous vote

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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





## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 10/4/2022 Amount: \$7,080,000  
Department: Infrastructure Account #: 404-0535-535.6200  
Subject: Request to Approve Grant Agreement #WG045 (COB #2022-14) with the State of Florida Department of Environmental Protection  
Agenda Section: New Business:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
WG045 WWTP Agreement	Contract

#### **Summary/Highlights:**

The City of Bunnell requested funding for the Wastewater Treatment Facility Improvements project for the not to exceed amount of \$14,160,000, towards the estimated construction cost of \$24,589,712. This is a federally funded grant in the amount of \$7,080,000 with a grantee match of \$7,080,000.

#### **Background:**

The objective of this contract is to provide funding that will enable the city to expand the Wastewater Treatment Facility to a 1.2 MGD Advanced Wastewater Treatment (AWT) Facility.

#### **Staff Recommendation:**

Approve and sign Grant Agreement #WG045 (COB #2022-14) with the State of Florida Department of Environmental Protection in the amount of \$14,160,000 for the Wastewater Treatment Facility Improvements project.

#### **City Attorney Review:**

Approved as to form and legality.

#### **Finance Department Review/Recommendation:**

Approve

**City Manager Review/Recommendation:**

Approved.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Bunnell WWTF AWT and Capacity Expansion Improvements** Agreement Number: **WG045**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bunnell** Entity Type: **Local Government**  
Grantee Address: **PO Box 756, Bunnell, FL 32110** FEID: **59-6000285** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **May 31, 2025**

4. Project Number: \_\_\_\_\_ Project Location(s): **Lat/Long (29.4644, -81.2642)** +  
*(If different from Agreement Number)*

Project Description: **The City of Bunnell will upgrade the wastewater treatment facility (WWTF) to achieve advanced wastewater treatment (AWT) and expand the capacity to meet the current and future demands.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$7,080,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>Fed WWG, Section 152, FY21-22, WPSPTF</b>	<b>\$7,080,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$7,080,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$14,160,000.00</b>

6. Department's Grant Manager Name: <b>Brittany Plyler</b> _____ or successor Address: <b>3900 Commonwealth Blvd, MS 3602</b> <b>Tallahassee, FL 32399</b> _____ Phone: <b>850-245-2942</b> _____ Email: <b>Brittany.plyler@floridadep.gov</b>	Grantee's Grant Manager Name: <b>Dustin Vost</b> _____ or successor Address: <b>P.O. Box 756</b> <b>Bunnell, FL 32110</b> _____ Phone: <b>386-283-6072</b> _____ Email: <b>dvost@bunnellcity.us</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	<b>SLFRP0125</b>
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	<b>\$7,080,000.00</b>
Federal Awarding Agency:	<b>Department of Treasury</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**City of Bunnell**

**GRANTEE**

Grantee Name

By \_\_\_\_\_ Date Signed \_\_\_\_\_  
(Authorized Signature)

**Catherine D. Robinson, Mayor, City of Bunnell**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_ Date Signed \_\_\_\_\_  
Secretary or Designee

**Angela Knecht, Director, Division of Water Restoration**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Brittany Plyler, DEP Grant Manager

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Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)



shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

## 10. Status Reports.

### Attachment 1

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



### **23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

### **24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual



reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. WG045**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Bunnell WWTF AWT and Capacity Expansion Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$7,080,000.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

## **8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **14. Additional Terms. None.**

## ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** City of Bunnell WWTF AWT and Capacity Expansion Improvements

**PROJECT LOCATION:** The Project will be located in the City of Bunnell within Flagler County; Lat/Long (29.4644, -81.2642). See Figure 1 for a location map.

**PROJECT BACKGROUND:** The City of Bunnell's (Grantee) Wastewater Treatment Facility (WWTF) has a permitted capacity of 0.60 million gallons per day (MGD) annual average day flow but has exceeded 50% of its capacity prior to the year 2014. The Facility also needs to decrease its nutrient loading to the Haw Creek and Black Branch surface waters. The project would enable the Grantee to increase the WWTF's capacity while simultaneously upgrading its unit operations and processes to Advanced Wastewater Treatment (AWT) Standards. The project will provide Haw Creek and Black Branch significant environmental benefits in the form of an average reduction of 19,000 lbs/yr of total nitrogen (TN) and 3,200 lbs/yr of total phosphorous (TP).

**PROJECT DESCRIPTION:** This Project will expand the facility to a 1.2 MGD Advanced Wastewater Treatment (AWT) Facility. The Grantee will construct: one (1) 1.2 MGD Five-Stage Biological Nutrient Removal Process Basin that contains two (2) separate 0.6 MGD treatment trains with identical processes with an equalization basin, two (2) 45-foot diameter secondary clarifiers designed for Class I reliability, Return Activated Sludge / Waste Activated Sludge pump station, two (2) disc filters, one (1) chlorination tank with a reclaim transfer pump station, a dewatering facility, a reclaimed ground storage tank (GST), one (1) electrical building, and one (1) operations building. This will enable more reliable wastewater treatment services for all of the Facility's customers, as well as, reduce the nutrient (TN and TP) loadings discharged to the Haw Creek and Black Branch surface waters.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

### **Task 1: Construction**

**Deliverables:** The Grantee will construct the City of Bunnell WWTF, AWT, and Capacity Expansion Improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Documentation:** The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Match Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$4,000,000	\$4,000,000	07/01/2021	11/30/2024
		Miscellaneous / Other Expenses	3,080,000	3,080,000		
Total:			\$7,080,000	\$7,080,000	\$14,160,000	



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

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## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$7,080,000	145110
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
<b>Etc.</b>	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$7,080,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

**Attachment 8**



Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all



employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	WG045
<b>Project Title:</b>	City of Bunnell WWTF AWT and Capacity Expansion Improvements
<b>Grantee Name:</b>	City of Bunnell
<b>Grantee's Grant Manager:</b>	Dustin Vost
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Select Task Title**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 2: Select Task Title**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 3: Select Task Title**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 4: Select Task Title**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 5: Select Task Title**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Completion Status for Tasks**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager  
(*Original Ink or Digital Timestamp*)

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



## City of Bunnell, Florida

### Agenda Item No. H.2.

Document Date: 10/6/2022 Amount:  
Department: Parks and Rec Account #:  
Subject: Approval of Interlocal Agreement (ILA) with the Police Athletic League (PAL)  
for use of City Parks  
Agenda Section: New Business:  
Goal/Priority: Quality of Life

#### **ATTACHMENTS:**

Description	Type
Proposed Agreement	Contract

#### **Summary/Highlights:**

This is a request to approve an Interlocal Agreement with the Flagler County Police Athletic League (PAL).

#### **Background:**

PAL is looking to create active recreation programs in Flagler County. In order to do this, they need to have fields for practices, games and tournaments. They have asked the City of Bunnell for priority use of the fields at JB King Park, EJ Park and the Carver Fields for their year round sporting activities/leagues.

The highlights and benefits to the City are PAL will do the following:

- Provide a percentage of their profit from events;
- Assist with security and watching the parks with their active presence at the fields;
- Could help with enhancements to the fields through grants and public/private partnerships;
- Take care of the maintenance of the fields before and after events/games and complete any special work needed such as lining of the fields;
- Brings an active recreation program to the City without the City needing to hire the staff to do so;
- Does not prohibit the City from renting out other park facilities at the same or similar times as PAL for those that would not be in use by PAL (example: PAL is using the fields, but the pavilion could still be rented out for use).

This would not affect the City's ability to continue to rent out the fields or other park amenities (like pavilions) when not in use by PAL and even when in use by PAL and is also addressed in the agreement.

**Staff Recommendation:**

Approval of Interlocal Agreement (ILA) with the Police Athletic League (PAL) for use of City Parks.

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

Approve

**City Manager Review/Recommendation:**

Approved.



## INTERLOCAL AGREEMENT

### **BETWEEN THE CITY OF BUNNELL AND THE FLAGLER COUNTY P.A.L INC. FOR PRIORITY USE OF CARVER FIELDS, EDWARD JOHNSON PARK, AND JOANNE B KING PARK**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of October, 2022, by and between the CITY OF BUNNELL, a Florida municipal corporation, referred to as “the City” and the FLAGLER SHERIFF’S P.A.L. INC. referred to as (“FSPAL”) a Florida non-profit 501(c)(3) corporation. (the City of Bunnell and FSPAL are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

### RECITALS

**WHEREAS**, the City of Bunnell desires to enter into a partnership with FSPAL to provide affordable youth crime prevention programs that utilize educational athletic programs to create trust and understanding between police officers and youth and to provide a safe and secure environment for residents in its community;

**WHEREAS**, FSPAL will work at establishing sporting programs and leagues using the ball fields in the City of Bunnell to include the Carver Fields, Edward Johnson (EJ) Park, and Joanne B (JB) King Park and such programs include but are not limited to baseball, football, and soccer;

**WHEREAS**, the City of Bunnell and FSPAL recognize that the FSPAL program will provide the community a safe and nurturing environment for young people to develop positive attitudes towards police officers and become good citizens;

**WHEREAS**, the City of Bunnell and FSPAL recognize that by participating in athletics, participants develop teamwork, leadership skills, self-esteem, confidence and learn goal-oriented skills and are deterred from gangs and juvenile crime;

**WHEREAS**, the City of Bunnell and FSPAL recognize that youth interacting with police in the positive environment of FSPAL activities will help to develop a more positive view of law enforcement and expanded awareness about the role of a police officer;

**WHEREAS**, it is in the best interests of the City of Bunnell and FSPAL to provide organized sports programming in an atmosphere that fosters police community cooperation;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Bunnell and FSPAL agree as follows:

**Section 1. Recitals.**

The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

**Section 2. Intent.**

The intent of this Agreement is to provide the terms and conditions by which FSPAL will provide organized sports programming for the City as set forth in the Recitals above.

**Section 3. Background Checks.**

In accordance with various Florida Statutes, such as, Sections 1012.32, 1012.56, 1012.465, 1012.467 and 1012.468, a background screening is required for specifically identified individuals performing certain functions that have direct or indirect contact with students. Additionally, Section 943.0542, Florida Statutes and the National Child Protection Act (1993) allow for the background screening of individuals that volunteer with children. Per FSPAL Policy anyone coaching, mentoring, or coming into contact with children under the FSPAL umbrella will have an annual background check. This check will be done by registering on the SportsEngine website and completing the background check online form. A fee of \$25 will be due at the time of registration. A background check will then be conducted and the registrant will be notified if they have been cleared by FSPAL.

**Section 4. Use of Facilities Agreement.**

The City maintains and operates certain existing public facilities which include the Carver Fields, Edward Johnson (EJ) Park, and Joanne B (JB) King Park. The City intends to make parks available for priority use by FSPAL at no cost. Priority use means that FSPAL has entitlement over all other entities over use of the parks outlined in this agreement. The City further agrees to allow the FSPAL to post signage in multiple locations at each park indicating that these facilities are occupied and used by the Flagler Sheriff's P.A.L Inc. Additional banners may also be hung as a means of fundraising for the programs and further development of the parks ball fields.

4.1 Scheduling of Use. The Director of Flagler Sheriff FSPAL will coordinate with the City of Bunnell Parks and Rec Director or designee for practice times, game, tournament, or meet times for all sporting events held at the parks. The City will ensure those dates and times for field or other amenity use such as tennis or basketball court use are reserved for FSPAL. There may come a point in time where FSPAL requests that the City allow FSPAL to coordinate the above as programs grow. The City is free to rent out the use of Carver Fields, EJ Park and JB King Park in accordance with their facility rental regulations when there is no reservation for use of the facility by FSPAL.

4.2. Right of Use. FSPAL understands the Carver Fields, EJ Park and JB King Park are also public parks offering other activities and uses to the public which

are open to the general public during their regular hours of operation (dawn to dusk). Members of the public will not be turned away from using portions of the facilities which may not be utilized by FSPAL such as swing sets, climbing equipment, walking trails, exercise trails, tennis courts, basketball courts, etc. FSPAL does have the right to request members of the public not interfere with their right to use the specifically utilized facilities for the duration of their event.

4.3 Maintenance. FSPAL will be responsible for the maintenance before and after FSPAL events this includes but is not limited to, striping of any fields or tracks, and cleaning of facilities. General maintenance of the parks will be provided by the City.

### **Section 5. Fees.**

FSPAL will be responsible for all fee's associated with its programs. Tournaments which are held on City fields will be the run by FSPAL with the assistance of the City as/if required. A portion of the profits raised during tournaments will go toward maintenance and growth of the Carver Fields, Edward Johnson (EJ) Parks, and Joanne B (JB) King Park which were used for those venues.

5.1 Equipment. FSPAL shall be responsible for the purchase of equipment needed for its programs. Equipment purchased by FSPAL will not be the City's responsibility.

5.2 Equipment Storage. As secure space is available or added at the City parks and fields, FSPAL, can store league equipment necessary for the operation of the current sport utilizing the fields such as that used for field striping, other field markers, balls, down markers, etc. in on-site City storage space. Both the City and FSPAL will have access keys to these joint storage spaces. Any secure space/shed, built/installed at a City park or field by FSPAL, would remain under their sole use for the duration of this agreement and only FSPAL staff will have keys to these facilities.

### **Section 6. Forms and Parent Education.**

In addition to the online registration, FSPAL will be responsible for securing the necessary forms required for students to participate in the event or sport. These forms will be located in the registration and include but are not limited to: certified birth certificate, annual physical within the calendar year approving participation and stamped or signed by the attending physician or nurse practitioner; concussion and heat stroke forms. FSPAL will be responsible for educating the parents of these requirements.

### **Section 7. Insurance.**

FSPAL shall, secure and maintain during the entire term of this agreement will maintain Liability Insurance. Students who register for FSPAL Sports will be covered under FSPAL Liability Insurance from the start date of the particular sport until the end of that

particular sport. The policy shall name the City of Bunnell as a certificate holder and shall be issued by either a Florida admitted insurer or similar entity, formed for the purpose of providing insurance coverage to public entities. Further, it is understood that any and all injuries must be reported to either the FSPAL Director or Coordinator at the time of injury via text or email. The injury must also be documented immediately on proper form and delivered to the FSPAL office within 24 hours.

**Section 8. Term.**

The term of this MOU shall begin on October 24, 2022, and end on October 1, 2037. Renewal of this MOU may be extended for successive five-year terms upon written consent of all parties to the MOU.

**Section 9. Records.**

The City of Bunnell and FSPAL shall keep such records and accounts as may be necessary to support the cost of services in accordance with this agreement and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to perform pursuant to this Agreement.

**Section 10. Miscellaneous.**

10.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof

10.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City of Bunnell and FSPAL and approved by the FSPAL Board and the City of Bunnell Board of Commissioners.

10.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Flagler County, Florida.

10.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the

remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

10.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

10.8 Independent Contractor. In performing its obligations hereunder, FSPAL shall be deemed an independent contractor and not an agent or employee of the City of Bunnell.

10.9 Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the City of Bunnell or FSPAL without the prior written consent of the other Party.

10.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

10.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

10.12 Sovereign Immunity. Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the City of Bunnell and the Flagler Sheriff's P.A.L Inc. hereto have caused this Agreement to be executed as of the date first above written.

City of Bunnell:

FSPAL:

BY: \_\_\_\_\_

Catherine D. Robinson, Mayor

BY: \_\_\_\_\_

Deputy Arthur Erlandson, FSPAL Director

BY: \_\_\_\_\_

Kristen Bates, CMC, City Clerk

BY: \_\_\_\_\_

Sheriff Rick Staly

Approved as to legal form:

Approved as to legal form:

BY: \_\_\_\_\_

Vose Law Firm, City Attorney

BY: \_\_\_\_\_

John LeMaster, Sheriff Counsel



## City of Bunnell, Florida

### Agenda Item No. H.3.

Document Date: 10/14/2022 Amount: \$96,425.50 Grant in 7 Equal payments based on performance  
Department: City Manager Account #:  
Subject: Request Approval for Business Incentive Application for Project Sizemore Welding, Inc.  
Agenda Section: New Business:  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Business Incentive application for Sizemore Welding, Inc.	Cover Memo

#### Summary/Highlights:

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

#### Background:

Sizemore Welding, Inc Inc has submitted an application requesting a Business Incentive Grant for Existing Business. The applicant will purchase a 36,000 Sq Ft Building located 901 E. Moody Blvd. and construct an additional 15,000 expansion, the business is a Metal Fabrication Manufacturer. The estimated capital investment is \$4,415,000. The applicant scored 20 points under the Existing Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$96,425.50 to be paid out over 7 years in the amount of \$13,775.07 based on annual performance. This will also afford the Company expedited permitting. The applicant will retain and create a total of 34 jobs., with average wages of \$45,000 + benefits.

#### Staff Recommendation:

Staff recommends approval for Business Incentive grant to Sizemore Welding, Inc. in the total

amount \$96,425.50 in 7 equal annual payments of \$13,775.07 based on annual performance.

**City Attorney Review:**

Commission discretion.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



ESTIMATE OF ECONOMIC DEVELOPMENT  
GRANT CALCULATION  
Project Sizemore

Calculations based on City

Category: Existing Business

POINTS AWARDED

Target Industry: Fabrication/Manufacturing	2
Capital Investment: \$ 4,415,000	4
Facility Size: 15000	3
Job Creation: 29 Retained +5 new	1
Wages: Average wage \$45000	3
CRA	2
City Resident:	
Proximity to Utilities:	5
<b>Total Points</b>	<b>20</b>

The applicant scored 20 points under the Existing Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$96,425.50 to be paid out over 7 years in the amount of \$13,775.07 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$4,150,000.00
Multiplied by City Millage rate	0.00743
Annual Ad Valorem Tax (general city portion)	\$30,834.50
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$23,125.88
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$92,503.50

Total Estimated Value of New Tangible Assets	\$265,000.00
Multiplied by City Millage rate	0.0074
Annual new tangible business personal property tax (general city portion)	\$1,961.00
50% Annual new tangible business oersonal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	980.5
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$3,922.00

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$96,425.50
Rebate will consist of <u>7 annual</u> installments of:	\$13,775.07



**APPLICATION**  
**Business Incentive Program**

**1. BUSINESS INFORMATION**

- A. Legal name of the Applicant: Sizemore Welding Inc.
- B. Name of Ultimate Parent Company (if applicable): N/A  
City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_
- C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

<u>Name</u>	<u>Title or Position</u> <sup>1</sup>	<u>Percent of Ownership</u>
<u>Dwane Sizemore</u>	<u>owner / President</u>	<u>100%</u>

D. Applicant's Federal Employer Identification Number: 59-3041124  
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) \_\_\_\_\_

E. Applicant's Florida Sales Tax Registration Number (if applicable): 28-8011970417-0

F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis). 45 total saved and new

G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?  
existing Business

Yes  No



**2. PROJECT OVERVIEW**

A. Which of the following best describes the Applicant:

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

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? 34

C. Please describe the Project, including the specific business activity(ies) of the Project: Additional Metal Fabrication

D. What is the anticipated commencement date of the Project? November 29 2022

E. Break down of the Project's primary business activity(ies) and the corresponding wages:  
Office support + Labor Metal Shearing, laser cutting, bending welding + powder coating

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
<u>Metal Fabrication MANUF</u>	<u>332312</u>	<u>100</u> %	<u>\$ 45,000</u>
		%	\$
		%	\$

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

Street Address 901 E moody Boulevard  
 City Bunnell State Florida Zip Code 32110

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

- Yes  No

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

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

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: 95 %



**3. JOB AND WAGE OVERVIEW**

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? **34 (29 retained + 5 NEW) RETAINED + Created**
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?<sup>2</sup> **\$ 45,000 ANNUAL**
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? **\$ 5000 ANNUAL**
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)? **VACATION / Holiday pay / Health CARE IRA**

**4. CAPITAL INVESTMENT OVERVIEW**

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): **NEW Purchased Equipment / Removing interior walls, remodel interior only / Addition approx 15,000 sqft to East Side of Facility.**
- B. Identify whether the Project be located in a/an:
- Leased space with renovations or build out
  - Newly constructed building(s) on newly acquired land
  - Newly constructed building(s) on previously acquired land
  - Newly acquired existing building(s) with renovations
  - Addition to previously acquired existing building(s)
  - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year :	2022	2023				Total
Land or <u>Building Purchase</u>	\$ 2.4m	\$	\$	\$	\$	\$ 2,400,000
Construction / Renovations	\$ 150,000	\$ 1.6m	\$	\$	\$	\$ 1,750,000
Manufacturing Equipment	\$ 170,000	\$	\$	\$	\$	\$ 170,000
R&D Equipment	\$ 25,000	\$	\$	\$	\$	\$ 25,000
Other Equipment (computer equipment, office furniture, etc.)	\$ 70,000	\$	\$	\$	\$	\$ 70,000
Total Capital Investment	\$ 2,815,000	\$ 1.6m	\$	\$	\$	\$ 4,415,000

- D. What is the estimated square footage of the new or expanded facility?  
51,000 Sq FT (36,000 Existing + 15,000 NEW)

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





## 6. DISCLOSURE

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

Yes  No  If yes,  
explain?

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

Yes  No  If yes,  
explain?

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

Yes  No  If yes,  
explain?



**7. CONFIDENTIALITY**

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

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

Yes       No

**8. SIGNATURES**

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

<u>Signature</u>		<u>Date</u> 10/14/2022
Duane Sizemore		
<u>Name</u>		
Duane Sizemore		
<u>Title</u> President		
<u>Company</u> Sizemore Welding Inc		



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
SIZEMORE WELDING INC.

### Filing Information

**Document Number** S13520  
**FEI/EIN Number** 59-3041124  
**Date Filed** 11/16/1990  
**State** FL  
**Status** ACTIVE

### Principal Address

205 N. BAY STREET  
BUNNELL, FL 32110

Changed: 03/01/2005

### Mailing Address

205 N. BAY STREET  
BUNNELL, FL 32110

Changed: 04/18/2002

### Registered Agent Name & Address

SIZEMORE, DUANE S.  
205 N. BAY STREET  
BUNNELL, FL 32110

### Officer/Director Detail

#### **Name & Address**

Title PSTD

SIZEMORE, DUANE S.  
205 N. BAY ST.  
BUNNELL, FL

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2020	01/15/2020
2021	01/12/2021
2022	01/19/2022

**Owner Information**

Primary Owner  
 Gpr1 LLC  
 7 Sunshine Blvd  
 Ormond Beach, FL 32174

**Parcel Summary**

Parcel ID 10-12-30-0850-00180-0000  
 Prop ID 10326  
 Location 901 E MOODY BLVD  
 Address BUNNELL, FL 32110  
 Brief Tax Description\* TOWN OF BUNNELL BLKS 18, 33, 34 & 37 & VAC ALLEY & VAC S ORANGE STREET & THAT PT OF BL C TR 11 & 14 LYING SW OF LEMON ST. OR 101 PG 272 OR 100 PG 668 OR 85 PG 555-556 OR 139 PG 702 OR 397 PG 170 OR 400 PG 342 OR 894 PG 1752 OR 1329/1323-RESOL OR 1474/1350-O  
 (Note: \*The Description above is not to be used on legal documents.)  
 Property Use Code OFFICE BUILDING (001700)  
 Tax District CITY OF BUNNELL, BUNNELL CRA AREA WITH MOSQ CONTROL (District 14)  
 Millage Rate 21.8491  
 Homestead N  
 GIS sqft 293,382.240

[View Map](#)

**Valuation**

	2022 Working Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
Building Value	\$1,469,174	\$757,349	\$356,583	\$4,443,244
Extra Features Value	\$203,709	\$220,036	\$236,361	\$225,567
Land Value	\$489,882	\$489,882	\$489,881	\$489,881
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,162,765	\$1,467,267	\$1,082,825	\$5,158,692
Assessed Value	\$1,613,994	\$1,467,267	\$1,082,825	\$5,158,692
Exempt Value	\$0	\$0	\$1,082,825	\$5,158,692
Taxable Value	\$1,613,994	\$1,467,267	\$0	\$0
Protected Value	\$548,771	\$0	\$0	\$0

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

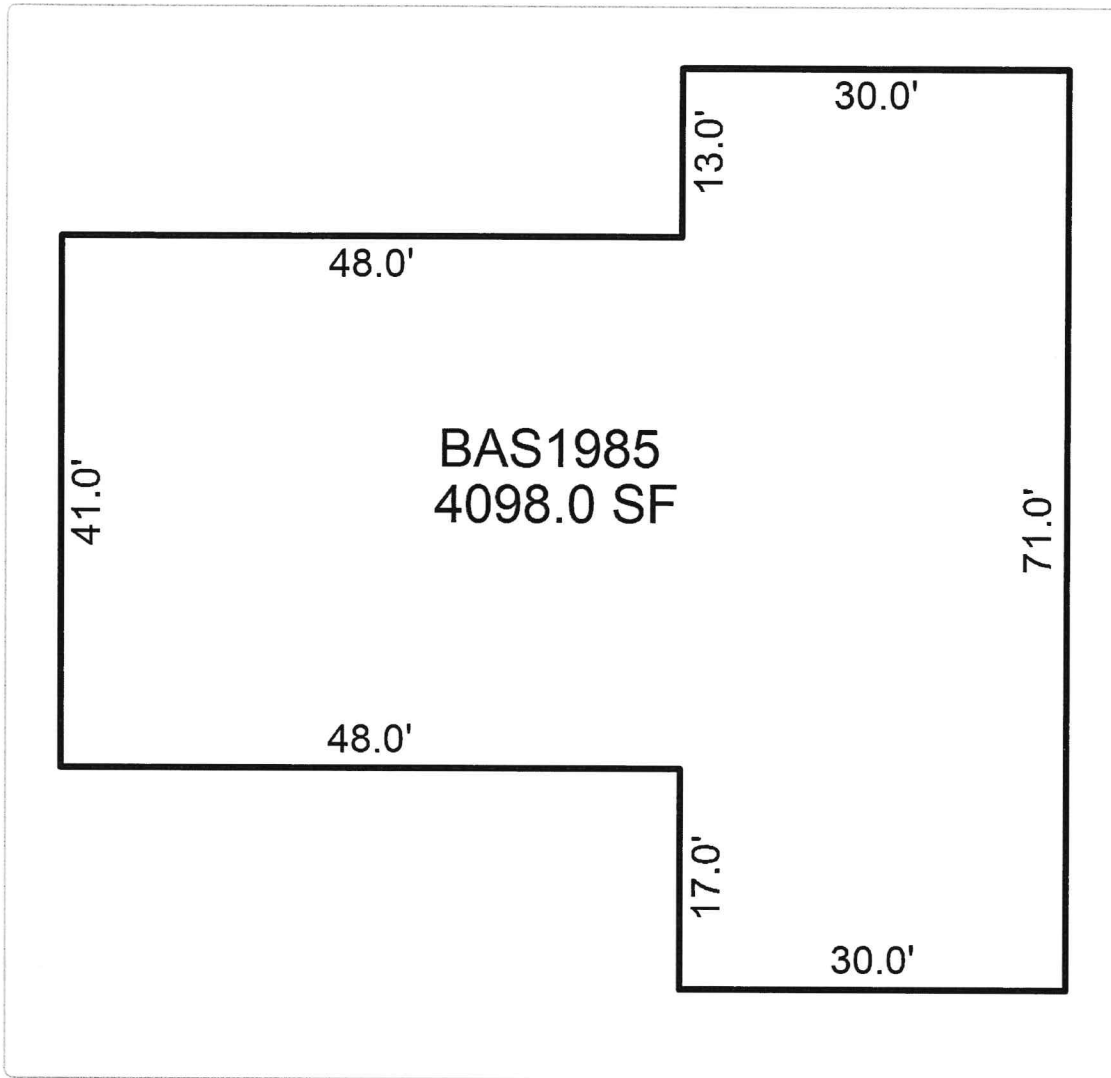
**Historical Assessment**

Year	Building Value	Extra Features Value	Land Value	Agricultural Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2020	\$356,583	\$236,361	\$489,881	\$0	\$1,082,825	\$1,082,825	\$1,082,825	\$0	\$0
2019	\$4,443,244	\$225,567	\$489,881	\$0	\$5,158,692	\$5,158,692	\$5,158,692	\$0	\$0
2018	\$4,517,667	\$241,143	\$438,110	\$0	\$5,196,920	\$5,196,920	\$5,196,920	\$0	\$0
2017	\$4,848,100	\$239,644	\$438,110	\$0	\$5,525,854	\$5,525,854	\$5,525,854	\$0	\$0
2016	\$4,976,085	\$254,299	\$438,110	\$0	\$5,668,494	\$5,668,494	\$5,668,494	\$0	\$0
2015	\$150,800	\$0	\$486,472	\$0	\$637,272	\$637,272	\$637,272	\$0	\$0
2014	\$150,800	\$0	\$486,472	\$0	\$637,272	\$637,272	\$0	\$637,272	\$0
2013	\$150,800	\$0	\$510,653	\$0	\$661,453	\$389,347	\$0	\$389,347	\$272,106
2012	\$1	\$0	\$353,951	\$0	\$353,952	\$353,952	\$0	\$353,952	\$0
2011	\$533,999	\$0	\$1	\$0	\$534,000	\$534,000	\$0	\$534,000	\$0
2010	\$506,652	\$57,933	\$0	\$0	\$564,586	\$0	\$0	\$0	\$564,586
2009	\$783,684	\$58,652	\$0	\$0	\$842,337	\$0	\$0	\$0	\$842,337

**TRIM Notice**

[2022 TRIM Notice \(PDF\)](#)





**Building Area Types**

Type	Description	Sq. Footage	Act Year
BAS	BASE AREA	35,386	1979
BAS	BASE AREA	700	2015
NCA	NON CALC'D	0	2015
NCA	NON CALC'D	0	1979
NCA	NON CALC'D	0	2015
NCA	NON CALC'D	0	1979
NCA	NON CALC'D	0	1979
NCA	NON CALC'D	0	1979
NCA	NON CALC'D	0	1979

Type	Description	Sq. Footage	Act Year
BAS	BASE AREA	4,098	1985

# SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2021 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2021	1012300850001800000	10326	014	

GPR1 LLC  
7 SUNSHINE BLVD  
ORMOND BEACH, FL 32174

901 E MOODY BLVD  
BUNNELL 32110

TOWN OF BUNNELL BLKS 18, 33, 34 & 37 &  
VAC ALLEY & VAC S ORANGE STREET &  
THAT PT OF BL C TR 11 & 14LYING SW OF  
LEMON ST. OR 101 PG 272OR 100 PG 668  
OR  
See Additional Legal on Tax Roll

Flagler County Suzanne Johnston  
Paid By COMMERCIAL CONSTRU  
11/29/2021 \$31,394.48  
Receipt # 139-21-00040966

## AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	1,467,267	8.0297	0	1,467,267	11,781.71
ESL	386-313-4008	1,467,267	0.1250	0	1,467,267	183.41
2015 G O BONDS	386-313-4008	1,467,267	0.2050	0	1,467,267	300.79
2009/2016 ESL BONDS	386-313-4008	1,467,267	0.1250	0	1,467,267	183.41
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	1,467,267	3.6170	0	1,467,267	5,307.10
DISCRETIONARY	386-437-7526	1,467,267	0.7480	0	1,467,267	1,097.52
CAP. OUTLAY	386-437-7526	1,467,267	1.5000	0	1,467,267	2,200.90
CITY OF BUNNELL	386-437-7500	1,467,267	7.4300	0	1,467,267	10,901.79
MOSQUITO CONTROL	386-437-0002	1,467,267	0.2575	0	1,467,267	377.82
ST. JOHNS RIVER WATER MGMT	386-329-4500	1,467,267	0.2189	0	1,467,267	321.18
FIND	561-627-3386	1,467,267	0.0320	0	1,467,267	46.95
<b>TOTAL MILLAGE</b>		22.2881				
<b>TOTAL AD VALOREM TAXES</b>						<b>\$32,702.58</b>

## NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
<b>TOTAL NON-AD VALOREM TAXES</b>			<b>\$0.00</b>

## TOTAL COMBINED TAXES AND ASSESSMENTS

**\$32,702.58**

<b>If Paid By</b>	<b>Nov 30, 2021</b>			
Please Pay	31,394.48			

### RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2021 Paid Real Estate

Make checks payable to:

**Suzanne Johnston**  
Flagler County Tax Collector  
PO Box 846 Bunnell, FL 32110  
386-313-4160

Payments in U.S. funds from a U.S. bank

ACCOUNT NUMBER	ALT KEY
1012300850001800000	10326
PROPERTY ADDRESS	
901 E MOODY BLVD BUNNELL 32110	

GPR1 LLC  
7 SUNSHINE BLVD  
ORMOND BEACH, FL 32174

Pay online at [www.Flaglertax.com](http://www.Flaglertax.com)

### PAY ONLY ONE AMOUNT

<input type="checkbox"/> If Paid By Nov 30, 2021 31,394.48	<b>RETURN WITH PAYMENT</b>
<input type="checkbox"/> If Paid By	
<input type="checkbox"/> If Paid By	
<input type="checkbox"/> If Paid By	
<input type="checkbox"/> If Paid By	

DO NOT FOLD, STAPLE, OR MUTILATE





## City of Bunnell, Florida

### ATTACHMENTS:

Description  
City Manager Report

Type  
Exhibit

# City Manager's Monthly Report



**Dr. Alvin B. Jackson, Jr.**  
**City Manager**  
**For September 2022**

Published: October 2022



## Tropical Storm/Hurricane Ian

On September 23, 2022, City staff started participating in daily calls and planning for possible contingencies for Tropical Storm/Hurricane Ian. On September 26, 2022 the City of Bunnell declared a local state of emergency due to the impending arrival of Ian. The City prepared for storm impacts to include winds and up to 18 inches of rainfall; work included clearing swales, ditches and culverts and securing objects at parks and City facilities that could become flying objects in tropical storm or hurricane force winds. The City also activated staff to work as the Municipal Liaison in the County Emergency Operation Center (EOC) as of Tuesday, September 27, 2022. Staffed manned the EOC for 24 hours a day as of September 28, 2022.

On September 27, 2022, with the assistance of Flagler County (providing sand) and Flagler Volunteer Services, the City was able to open a sandbag distribution site across from the Fire Station in Bunnell. Approximately, 2000 sandbags were distributed from this site.

Water and Wastewater Plant operators worked 12 hour shifts prior to the storm and throughout the storm to monitor the City's water and wastewater plants.



Once Hurricane Ian had passed and it was safe to travel, City crews were activated to start damage assessment and to clear streets of debris. Recovery efforts continued into October.



## Tropical Storm/Hurricane Ian Individual Help

The Federal Emergency Management Agency has upgraded its disaster declaration to include Individual Assistance for Flagler County to assist residents with expenses related to Hurricane Ian.

Individuals and households in Flagler County can apply for FEMA Individual Assistance, which may include temporary housing assistance, basic home repairs and certain other uninsured disaster-related needs.

Survivors can apply for disaster assistance at [disasterassistance.gov](https://disasterassistance.gov), by calling 800-621-3362 from 7 a.m. to 11 p.m. Eastern Time, or by using the FEMA mobile app. If you use a relay service such as video relay service (VRS), captioned telephone service or others, give FEMA the number for that service.

## Tropical Storm/Hurricane Ian Business Help

The Florida Department of Economic Opportunity on Wednesday added Flagler to its eligibility list for the Small Business Bridge Loan Program. The loan program makes a total of \$50 million available to businesses, \$10 million which is dedicated to agriculture producers impacted by Hurricane Ian.

“Loans approved through the program are intended to ‘bridge the gap’ between the time a disaster hits and the time when longer-term recovery funding such as federally or commercially available loans, insurance claims, or other resources become available,” said Tourism Development Director Amy Lukasik. “This is very good news for our businesses in Flagler County.”

Loans are:

- Available for economic injury or physical damage
- Short-term
- Zero-interest
- Up to \$50,000
- Considered personal loans using State of Florida funds
- Must be repaid

Applications and additional information is available at <https://deosera.force.com/RebuildFloridaBusinessLoanFund/s/>

For additional questions about the loan program, call 833-832-4494 or email [EmergencyBridgeLoan@deo.myflorida.com](mailto:EmergencyBridgeLoan@deo.myflorida.com)

## City News, Announcement and Alerts

Throughout the storm, the City participated in unified messaging with all governmental Public Information Officers and out of the County EOC. Messages and alerts were sent out through the City's website.

If you are not currently subscribed to get notifications from the City, please register now. You register from [www.bunnellcity.us](http://www.bunnellcity.us) , click the subscribe button in the middle of the page and then complete the fields on the next page. To get the alerts the City sends out, make sure that the buttons next to City Alerts and City News & Announcements are checked.

Select one or more lists from the section below

**Urgent Alert**

City Alerts

**News or Announcement**

City News & Announcement

## Did you know?

The City Manager Report is published with the second Commission Meeting agenda of each month; however, it is also published to the City's website too. You can see back issues of the report and see what is going on within the City by reviewing this report every month.

[Home](#) » [Government](#) » [City Manager](#)



# City Manager's Monthly Report



## City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

## Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.



## Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

## Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.



## Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website [www.bunnellcity.us](http://www.bunnellcity.us) under FORMS.



### FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
  - The remediation of the hall was completed in August/September. The City is working with the design consultant for the plans to restore the building and also is working with the State to complete the grant agreement. Once the State Grant Agreement is completed and accepted, the RFP can be released to find the contractor to complete the reconstruction.
- Municipal Park (formerly located at 201 W. Moody Blvd.) is still in the process of being rebuilt at its new location at 1307 E. Howe Street

### Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

## Information Technology

Spent quite a bit of time on the camera system at J.B. King Park. Was having an issue with one of the recorders not sending out notifications like it should have. Wound up sending the device back to the manufacturer for further troubleshooting. Pulled some video the beginning of the month of some mischievous youths.

Having an issue with Facebook again. The Administrator account has been locked out of one of our pages. Facebook has indicated it had something to do with an upgrade they rolled out, that it removed the Admin privileges. They have not restored it as yet.

The County Audio Visual Manager took new headshots of our various Directors, and made them and a collage of all of us available. Combined that with the BIOs of the director on the website.

Using some funds IT had at the end of the year, started on a security review / audit of our various network systems. This project is scheduled in the FY 22-23 budget. But got it started early. The intent is to review and identify any weaknesses in our security profile, and ways to improve them. Also to produce a plan for moving forward which should allow us to apply for grant funds to accomplish the improvements.

The Public Works building was having connectivity issues. Was having to reboot certain equipment fairly regularly. Was going to install spare equipment in place, but discovered and fixed the issue. Network is back up and running again.

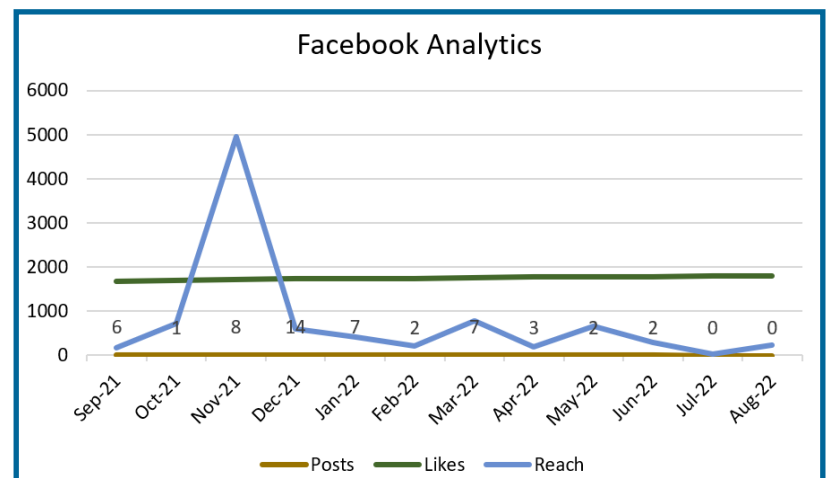
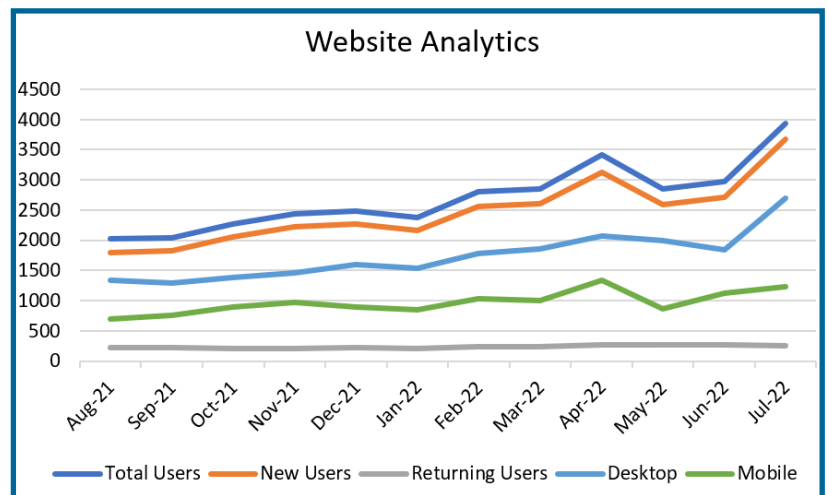
Some of the security cameras at the WWTP have failed. I looking at the cause, it appears one of the radios dislodged (prior to Ian) from it's mount, and was hanging by the network wire. This allowed rain water to enter and destroy the radio. Purchased a new radio to try and get these cameras back up and running. The discovered an electrical issue on the remote side. Awaiting an electrician to identify and resolve that issue.

The vendor has marked the locations in the field for the installation of the new poles for the surveillance camera project. The poles were to be set the last week of the month, however Hurricane Ian postponed that installation.

In preparation for the project path of Hurricane Ian, relocated the servers out of the PD trailer and into the County data center. This would help in an extended power outage to keep the officers connected, and operational.

### **Top 10 web pages:**

- |                     |                         |
|---------------------|-------------------------|
| 1. Home Page        | 6. Ian PR 9/29          |
| 2. Open Positions   | 7. Contacts Directory   |
| 3. Building Permits | 8. Community            |
| 4. Agendas          | 9. News & Announcements |
| 5. Police           | 10. Volunteer Boards    |



## City Clerk Office

The City Clerk Office published agendas for all City's Public meetings: 3 City Commission Meetings (two regular meetings and one workshop), the Planning Zoning and Appeals Board Meeting, and the Code Enforcement Board Meeting.

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

- Facility projects– Municipal Park move
- Working with contractor for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall
- Work on RFQ for New Administration and Police Department Complex
- Preparing for records destruction in accordance with guidelines
- Covering Human Resources face to face tasks and responsibilities
- Assistance to Community Development
- **45.25** hours spent on records requests (on those taking more than 30 minutes to complete)
- Assistance with and hosting of the Annual Elected Officials Ethics and Sunshine Law training
- Working and staffing the EOC starting Tuesday, September 27, 2022 through October 3, 2022 for Hurricane Ian (14 hours shifts plus on call as needed for remaining 10 hours of day)

## Business Tax Receipts (BTRs)

Notices for BTR renewals were mailed out June 24, 2022. The City sent out 1,317 BTR Renewal notices for all registered businesses, this includes both in City and out-of-the-City businesses. Payments for FY 22/23 BTR can be processed after July 1, 2022.

Businesses should pay their BTR Renewal fees by September 30, 2022 to avoid paying penalties. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

In the month of September, 225 businesses renewed their BTR. The City collected \$28,561.10 in BTR and Fire Inspection fees for those renewals.

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

## 2022 Charter Review

The members of the Charter Review Advisory Committee are:

Bonita Robinson (Alternate)

Daisy Henry

Darial Williams

David Wilhite

Gary Masten

Joe Kowalsky

Joe Allen

Michelle Heider

Any recommendations to amend the Charter would be voted on in a Referendum Election to be scheduled with the Regular March 2023 Municipal Election. The Charter Review Committee has submitted their report to the Commission. The Commission Tabled the report at their September 26, 2022 Meeting.

## 2023 Municipal Election

The next scheduled election for the City of Bunnell is March 2023. There will be two Commission seats up for election. There will also be a Special Election to fill the vacancy created with the resignation of Commissioner Barnes. These are two different races.

Stay tuned to the City website and this report for information on when the Candidate Handbook will be available. This is a very useful tool for anyone considering running for City Office. It provides very important dates and deadlines for qualifying and campaign reports. This handbook will most likely be ready in late October after voter registration books close (books close on October 11, 2022).

To be placed on the ballot you must qualify to run. The City Clerk is the Municipal Elections Officer.

If you have questions about the upcoming election, contact the City Clerk.

### ANNIVERSARIES:

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

- Deb Winson (September 23, 2019)
- Lakesha Byrd (September 26, 2016)

**HAPPY  
ANNIVERSARY**



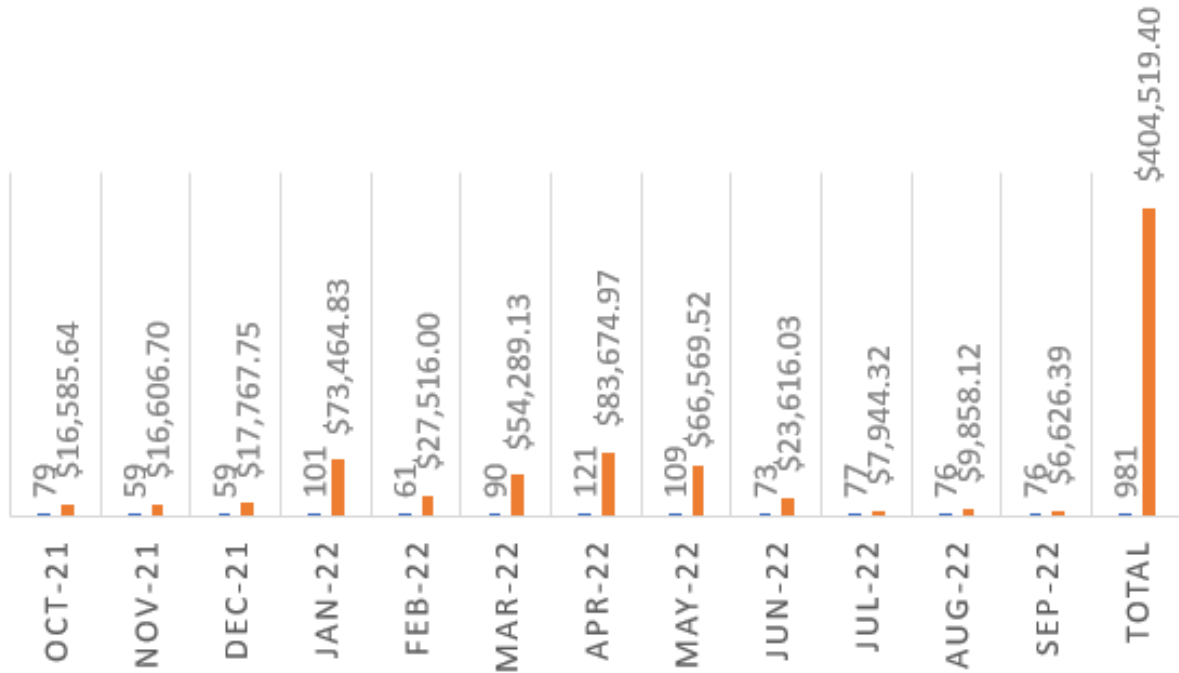
### WE ARE HIRING. OPEN POSITIONS:

Wastewater Plant Operator

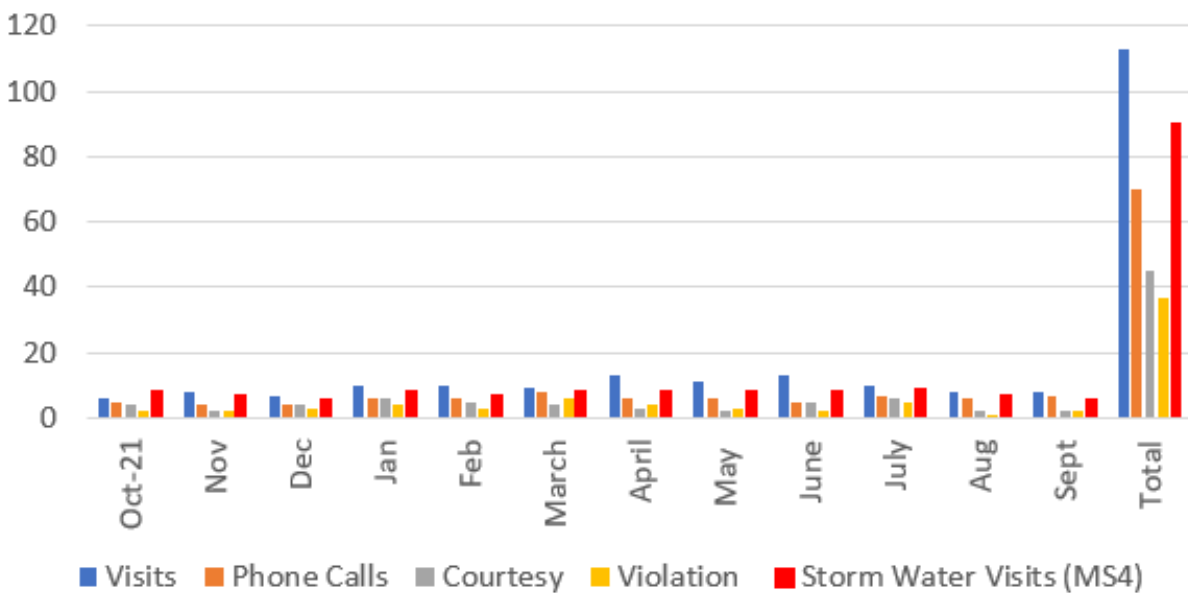
# Community Development

## PERMITS

# of Permits    Permit Amount

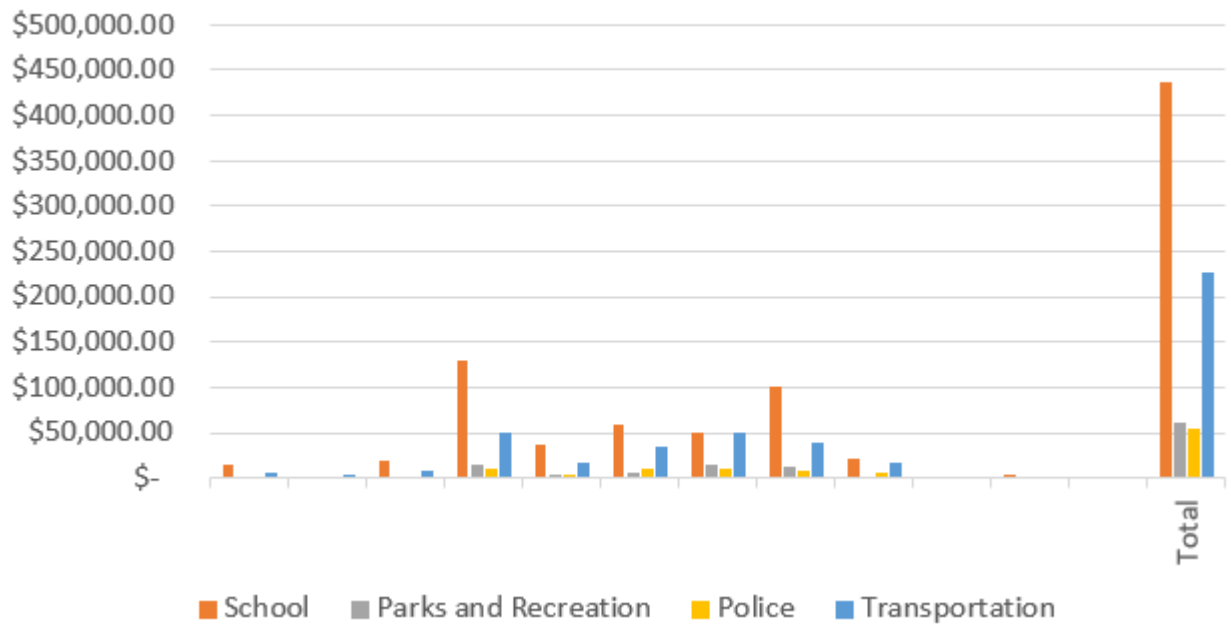


## Code Enforcement

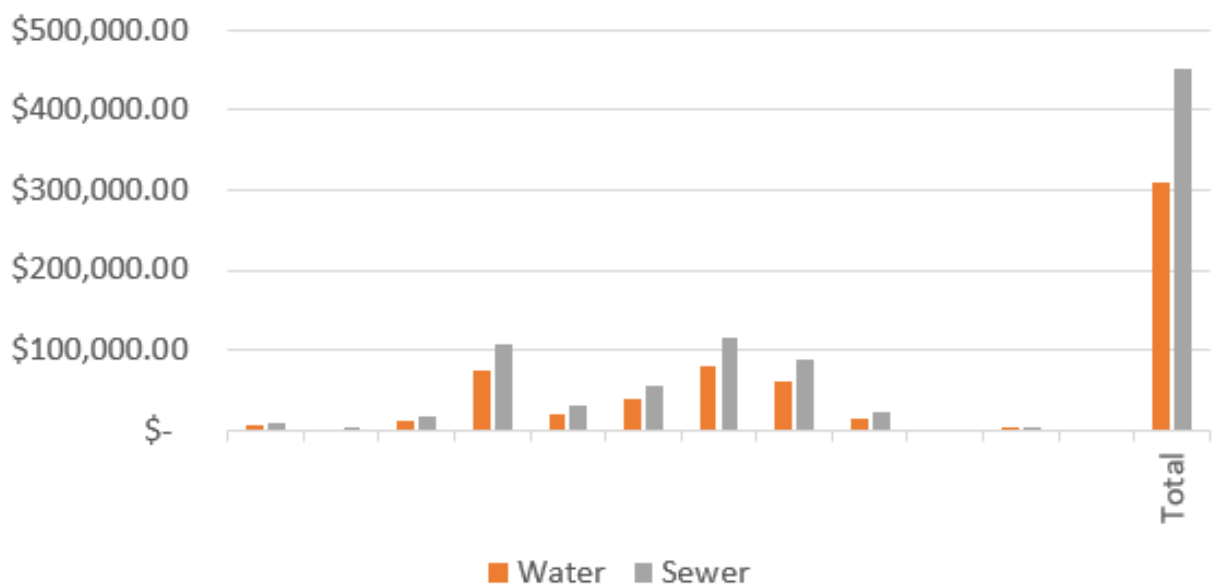


# Community Development

## Impact Fees General Fund



## Impact fees Water/Sewer



## Projects

<b>Grant Projects:</b>	<b>Expense</b>	<b>Grant Amt</b>
<b>Community Development Block Grant (CDBG) - Hymon:</b> Design and bid documents in process. Surveying in process.	<b>\$7,500</b>	<b>\$ 700,000</b>
<b>Hazard Mitigation Grant Program (HMGP) - Mobile Generators:</b> Closeout letter pending.	<b>\$122,411</b>	<b>\$ 122,411</b>
<b>2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4:</b> Project completed.	<b>\$441,895</b>	<b>\$ 500,000</b>
<b>Master Plan Projects:</b>		<b>Funding Amt</b>
<b>WWTP Rehab/Expansion Construction Funding:</b> <b>SRF Loan</b> Agreement received for review and signature. On priority list for \$2,160,033 loan for FY 23.		<b>\$12,000,000</b>
<b>SJRWMD REDI Grant</b> Agreement in process.		<b>\$ 500,000</b>
<b>Water Protection Grant Funding</b> Army Corp of Engineers Section 5061,WRDA07 Environmental Infrastructure Funding. Agreement in process.		<b>\$ 7,080,000</b>
<b>ACOE Grant Funding</b> This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Concurrence on the agreement and signed self-certification of financial capability approved and signed. Agreement in process.		<b>\$ 15,000,000</b>
<b>In-House Projects:</b>	<b>Expense</b>	<b>Budget</b>
<b>Stormwater Culvert Installation - 804 Fifth</b> This is an internal project managed by the City's Infrastructure Public Works Department. Involves installation of grass retention swales and conveyance culverts in the place of the current ditches. Project completed. Closeout in process.	<b>\$5,996</b>	<b>\$15,000</b>

## Infrastructure

### Capacities WTP/WWTP

- Capacity for the WWTP in August 2022 was 62% with a total of 4.9" of rainfall. Total influent flow for the month was 11.624MG, with a Daily Average of 0.0.375MG
- The WTP produced 13.156MG of drinking water, with a daily production average of 0.424MG in August 2022.
- Total Billed Meters August- 2,115

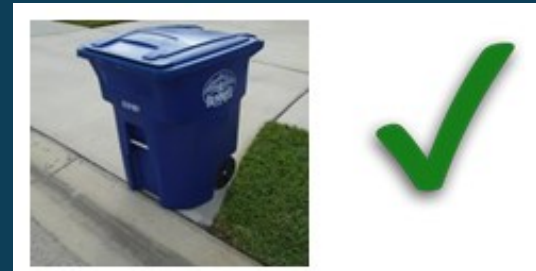


## Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	129.88 Tons	9.99
Residential Recycle	12.46 Tons	.96
Yard Waste	158 Yards	6.58
Commercial Garbage	190.21 Tons	14.63
Commercial Cardboard	22.94 Tons	1.76
Scrap Metal	0	0
Construction & Demolition and Bulk debris	24.38 Tons	6.97
Waste Tires	0	0

### Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 to 3 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck has passed your location
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



***Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)***

## Solid Waste Fiscal Year Comparisons

	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b> (as of 9/30/2022)
<b>Commercial Solid Waste</b>	1960.54 Tons	1995.58 Tons	2374.65 Tons
<b>Residential Solid Waste</b>	1380.89 Tons	1546.61 Tons	1446.87 Tons
<b>Cardboard &amp; Recycle</b>	585.98 Tons	623.3 Tons	582.61 Tons
<b>Yard Waste</b>	1593.00 Yards	1153 Yards	1203 Yards
<b>Construction &amp; Debris (C&amp;D)</b>	315.51 Tons	574.58 Tons	319 Tons
<b>Scrap/Misc.</b>	12.789 Tons	4.27 Tons	16.44 Tons
<b>Yearly Total</b>	<b>5848.71</b>	<b>5897.34</b>	<b>5942.57</b>