

**CATHERINE D. ROBINSON**  
**MAYOR**

**JOHN ROGERS**  
**VICE-MAYOR**

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



*Crossroads of Flagler County*

**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, April 10, 2023**

**SWEARING IN OF NEW COMMISSIONERS**

**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.** Administration of Oath of Office to Newly Elected Officials

**B.2.** \*\* There will be a brief recess for light refreshments to celebrate the swearing in of Commissioners \*\*

**B.3.** Proclamation: Crime Victims' Rights Week

**C. Consent Agenda:**

**C.1. Approval of Warrant**

a. April 10, 2023 Warrant

**C.2. Approval of Minutes**

a. March 27, 2023 City Commission Meeting Minutes

**C.3.** Request Approval to Renew Agreement #2020-02 with Ormond Septic for Sludge Hauling Services

**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 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres

of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - First Reading

**F. Resolutions: (Legislative): None**

**G. Old Business: None**

**H. New Business:**

- H.1. Approval of Rules & Procedures for the City Commission and City of Bunnell Volunteer Boards.
- H.2. Commissioner Appointments for Committees and Boards.
- H.3. Election of the Vice Mayor for the next 12 month period

**I. Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](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 April 3, 2023*



## City of Bunnell, Florida

### Agenda Item No. B.1.

Document Date: 1/13/2023 Amount:  
Department: City Clerk Account #:  
Subject: Administration of Oath of Office to Newly Elected Officials  
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

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

John Rogers and Peter "Pete" Young ran unopposed in the Regular 2023 Municipal Election and Tonya Gordon ran unopposed in the 2023 Special Election to fill the seat vacated by Commissioner Barnes. In accordance with the City Charter, they be sworn into office at the first Commission Meeting in April.

Commissioner Rogers and Commissioner Young will serve three terms which will expire in 2026 and Commissioner Gordon will serve in the remainder of the term which expires in 2025.

#### **Background:**

#### **Staff Recommendation:**

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

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

#### **City Manager Review/Recommendation:**



## **SURVIVOR VOICES: ELEVATE. ENGAGE. EFFECT CHANGE.**

*WHEREAS, the term “victim” is more than just a label and has legal standing and protections that go along with it; and*

*WHEREAS, crime victims’ rights acts passed in Florida and at the federal level guarantee victims the right to meaningful participation and use of their voice in the criminal justice process; and*

*WHEREAS, victim service providers, advocates, law enforcement officers, attorneys and other allied professionals can help survivors find their justice by enforcing these rights; and*

*WHEREAS, the right to provide an impact statement ensures victims’ voices are considered in court during the sentencing and, when applicable, restitution processes; and*

*WHEREAS, survivors’ lived experiences can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions and changing policies or practices that prevent survivors from accessing service and pursuing justice; and*

*WHEREAS, National Crime Victims’ Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and*

*WHEREAS, the City of Bunnell is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence they will be heard, believed and supported.*

*NOW, THEREFORE, I, Catherine D. Robinson as Mayor of the City of Bunnell do hereby proclaim April 23<sup>rd</sup> to April 29<sup>th</sup> as “Crime Victims’ Rights Week” in the City of Bunnell; confirming the City’s commitment to creating a victim service and criminal justice response that assists all victims of crime and express our sincere gratitude to those in the community who are committed to improving our response to all victims of crime so they find relevant assistance, support, justice and peace.*

*Adopted this 10<sup>th</sup> day of April 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Warrant 4/10/2023

Type

Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Advance Stores Company, Incorporated</b>					
	12/30/2022	Advance Stores Company, Inco...	Fuel for VacTruck	401-0533-533.5210	21.43
	12/30/2022	Advance Stores Company, Inco...	Fuel for VacTruck	404-0535-535.5210	21.43
		<b>Vendor Advance Stores Company, Incorporated Total:</b>			<b>42.86</b>
<b>Vendor: Alliant Engineering Inc</b>					
	12/20/2022	Alliant Engineering Inc	Services Through November 2...	001-0524-524.3400	177.70
		<b>Vendor Alliant Engineering Inc Total:</b>			<b>177.70</b>
<b>Vendor: Altec Industries, Inc</b>					
	12/07/2022	Altec Industries, Inc	Bucket Truck Repair Unit #918	001-0541-541.4620	4,683.92
		<b>Vendor Altec Industries, Inc Total:</b>			<b>4,683.92</b>
<b>Vendor: American Family Life Assurance Company of Columbus</b>					
	03/15/2023	American Family Life Assuranc...	March 2023	001-2185000	1,211.67
		<b>Vendor American Family Life Assurance Company of Columbus Total:</b>			<b>1,211.67</b>
<b>Vendor: Automation Logix, Inc</b>					
	03/28/2023	Automation Logix, Inc	Reclaim Pump Repairs	404-0535-535.4640	1,650.00
		<b>Vendor Automation Logix, Inc Total:</b>			<b>1,650.00</b>
<b>Vendor: Blue Cross Blue Shield of Florida</b>					
	03/23/2023	Blue Cross Blue Shield of Flori...	FCL April 2023	001-2184000	1,670.73
	03/23/2023	Blue Cross Blue Shield of Flori...	FCL April 2023	001-2184500	81.17
		<b>Vendor Blue Cross Blue Shield of Florida Total:</b>			<b>1,751.90</b>
<b>Vendor: Bobcat of Jacksonville</b>					
	03/10/2023	Bobcat of Jacksonville	replace damaged hose on cont...	401-0533-533.4640	53.24
	03/10/2023	Bobcat of Jacksonville	replace damaged hose on cont...	404-0535-535.4640	53.24
	03/06/2023	Bobcat of Jacksonville	Replace special hydraulic hose	401-0533-533.4640	49.16
	03/06/2023	Bobcat of Jacksonville	Replace special hydraulic hose	404-0535-535.4640	49.16
	03/06/2023	Bobcat of Jacksonville	broken gauge and ignition cov...	404-0535-535.4640	143.42
		<b>Vendor Bobcat of Jacksonville Total:</b>			<b>348.22</b>
<b>Vendor: Bryant Williams</b>					
	03/20/2023	Bryant Williams	Refund deposit	001-0572-572.4400	140.00
		<b>Vendor Bryant Williams Total:</b>			<b>140.00</b>
<b>Vendor: Bunnell Auto Supply, Inc.</b>					
	03/15/2023	Bunnell Auto Supply, Inc.	Mercon , Antifreeze	402-0534-534.5200	101.93
	03/16/2023	Bunnell Auto Supply, Inc.	Green coolant	402-0534-534.5200	83.94
	03/20/2023	Bunnell Auto Supply, Inc.	DEF Dispense Pump	001-0541-541.4640	22.00
	03/20/2023	Bunnell Auto Supply, Inc.	DEF Dispense Pump	401-0533-533.4640	43.81
	03/20/2023	Bunnell Auto Supply, Inc.	DEF Dispense Pump	404-0535-535.4640	43.81
	03/22/2023	Bunnell Auto Supply, Inc.	Hydraulic oil needed for unit 9...	001-0541-541.4620	504.00
	03/29/2023	Bunnell Auto Supply, Inc.	Oil for Clarifier Gear Box	404-0535-535.5200	160.00
		<b>Vendor Bunnell Auto Supply, Inc. Total:</b>			<b>959.49</b>
<b>Vendor: Bunnell Business Center LLC</b>					
	03/15/2023	Bunnell Business Center LLC	hydraulic oil 5 Gal Unit 507	401-0533-533.4640	144.74
	03/15/2023	Bunnell Business Center LLC	hydraulic oil 5 Gal Unit 507	404-0535-535.4640	144.73
		<b>Vendor Bunnell Business Center LLC Total:</b>			<b>289.47</b>
<b>Vendor: Charter Communications Holdings LLC</b>					
	03/28/2023	Charter Communications Hold...	200 Tolman Services	404-0535-535.4100	216.88
	04/03/2023	Charter Communications Hold...	200 Tolman 3.26.23 - 4.25.23	404-0535-535.4100	111.40
		<b>Vendor Charter Communications Holdings LLC Total:</b>			<b>328.28</b>
<b>Vendor: Christopher Hughes</b>					
	04/03/2023	Christopher Hughes	Feb / March 2023	001-0512-512.3401	198.00

## Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	04/03/2023	Christopher Hughes	Feb / March 2023	001-0524-524.3401	335.00
				<b>Vendor Christopher Hughes</b>	<b>Total: 533.00</b>
<b>Vendor: City of Bunnell - WS O&amp;M</b>					
	03/31/2023	City of Bunnell - WS O&M	01-0040-01 MAR 2023	001-0572-572.4300	577.06
	03/31/2023	City of Bunnell - WS O&M	01-5270-01 MAR 2023	401-0533-533.4300	169.45
	03/31/2023	City of Bunnell - WS O&M	02-2060-09 MAR 2023	001-0519-519.4300	255.13
	03/31/2023	City of Bunnell - WS O&M	02-2070-07 MAR 2023	401-0533-533.4300	121.77
	03/31/2023	City of Bunnell - WS O&M	02-2070-07 MAR 2023	404-0535-535.4300	121.77
	03/31/2023	City of Bunnell - WS O&M	02-2080-08 MAR 2023	001-0519-519.4300	241.06
	03/31/2023	City of Bunnell - WS O&M	02-2503-00 MAR 2023	404-0535-535.4300	84.85
	03/31/2023	City of Bunnell - WS O&M	02-3191-00 MAR 2023	001-0541-541.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-0161-00 MAR 2023	404-0535-535.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-0320-01 MAR 2023	001-0572-572.4300	357.90
	03/31/2023	City of Bunnell - WS O&M	03-0370-01 MAR 2023	001-0572-572.4300	486.73
	03/31/2023	City of Bunnell - WS O&M	03-0545-00 MAR 2023	404-0535-535.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-1541-00 MAR 2023	404-0535-535.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-4991-00 MAR 2023	001-0541-541.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-5151-00 MAR 2023	001-0541-541.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-5191-00 MAR 2023	001-0572-572.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	03-5240-01 MAR 2023	404-0535-535.4300	2,085.26
	03/31/2023	City of Bunnell - WS O&M	03-5260-01 MAR 2023	001-0541-541.4300	504.99
	03/31/2023	City of Bunnell - WS O&M	04-0170-02 MAR 2023	404-0535-535.4300	84.85
	03/31/2023	City of Bunnell - WS O&M	04-1140-01 MAR 2023	001-0572-572.4300	276.15
	03/31/2023	City of Bunnell - WS O&M	04-2181-00 MAR 2023	404-0535-535.4300	84.85
	03/31/2023	City of Bunnell - WS O&M	04-3031-00 MAR 2023	001-0541-541.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	04-3032-00 MAR 2023	404-0535-535.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	04-3360-01 MAR 2023	001-0541-541.4300	84.76
	03/31/2023	City of Bunnell - WS O&M	06-0327-01 MAR 2023	404-0535-535.4300	84.76
				<b>Vendor City of Bunnell - WS O&amp;M Total:</b>	<b>6,384.18</b>
<b>Vendor: Clean Infusion, LLC</b>					
	04/19/2023	Clean Infusion, LLC	Wastewater Clarifier Services	404-0535-535.4600	39,985.00
				<b>Vendor Clean Infusion, LLC Total:</b>	<b>39,985.00</b>
<b>Vendor: Colonial Life &amp; Accident Insurance Company</b>					
	03/02/2023	Colonial Life & Accident Insura...	Colonial Life March 2023	001-2185000	1,331.82
				<b>Vendor Colonial Life &amp; Accident Insurance Company Total:</b>	<b>1,331.82</b>
<b>Vendor: County of Volusia Tomoka, Solid Waste Services</b>					
	03/21/2023	County of Volusia Tomoka, Sol...	Dump Garbage	402-0534-534.3400	720.12
				<b>Vendor County of Volusia Tomoka, Solid Waste Services</b>	<b>Total: 720.12</b>
<b>Vendor: DG Hardware, Inc.</b>					
	03/16/2023	DG Hardware, Inc.	Keys, parks & Rec Storage	001-0572-572.4610	12.76
	03/20/2023	DG Hardware, Inc.	Fasteners, Magnetic Clip	402-0534-534.5265	42.00
	03/28/2023	DG Hardware, Inc.	Return on inv 115027 window ...	001-0572-572.4610	-4.68
	03/28/2023	DG Hardware, Inc.	Return on inv 115024 Dexter k...	001-0572-572.4610	-6.38
	03/03/2023	DG Hardware, Inc.	Light Bulbs	404-0535-535.5200	13.73
	03/08/2023	DG Hardware, Inc.	Concrete bags	404-0535-535.5200	54.70
				<b>Vendor DG Hardware, Inc. Total:</b>	<b>112.13</b>
<b>Vendor: Dustin Vost</b>					
	03/20/2023	Dustin Vost	Reimbursement ofCourse Enrol..	404-0535-535.5500	149.00
	03/20/2023	Dustin Vost	Reimbursement WW A State T...	404-0535-535.5500	100.00
				<b>Vendor Dustin Vost Total:</b>	<b>249.00</b>
<b>Vendor: Dynometer</b>					
	03/07/2023	Dynometer	AWD Vehicles / 2WD Vehicles ...	001-0521-521.4620	265.00
				<b>Vendor Dynometer Total:</b>	<b>265.00</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	03/24/2023	Environmental Land Services of..	Services 3.17.23 - 3.23.23	402-0534-534.3400	3,172.45
	03/31/2023	Environmental Land Services of..	Services Through 3.24 - 3.30	402-0534-534.3400	5,083.05
				<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>	<b>8,255.50</b>

## Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Flagler County Board of County Commissioners</b>					
	04/03/2023	Flagler County Board of County..	County Impact Fees - Jan-Mar ...	001-2081200	685.50
	04/03/2023	Flagler County Board of County..	County Impact Fees - Jan-Mar ...	001-2081300	10,463.86
	04/03/2023	Flagler County Board of County..	County Impact Fees - Jan-Mar ...	001-2081400	1,009.92
	04/03/2023	Flagler County Board of County..	County Impact Fees - Jan-Mar ...	001-2081500	1,153.92
		<b>Vendor Flagler County Board of County Commissioners Total:</b>			<b>13,313.20</b>
<b>Vendor: FLAGLER COUNTY SCHOOL BOARD</b>					
	04/03/2023	FLAGLER COUNTY SCHOOL BO...	School Board Impact Fees - Jan...	001-2081100	21,750.52
		<b>Vendor FLAGLER COUNTY SCHOOL BOARD</b>			<b>Total: 21,750.52</b>
<b>Vendor: Flagler County Sheriff's Office</b>					
	01/12/2023	Flagler County Sheriff's Office	Feb 2023 Revenue Request	001-0521-521.3400	10,360.81
	01/20/2023	Flagler County Sheriff's Office	October 2022	001-0521-521.3400	10,360.81
	02/23/2023	Flagler County Sheriff's Office	March 2023 Revenue Request	001-0521-521.3400	10,360.81
		<b>Vendor Flagler County Sheriff's Office Total:</b>			<b>31,082.43</b>
<b>Vendor: Flagler Humane Society</b>					
	03/31/2023	Flagler Humane Society	March Services	001-0562-562.3402	2,134.00
		<b>Vendor Flagler Humane Society Total:</b>			<b>2,134.00</b>
<b>Vendor: Florida Health Care Plans, Inc.</b>					
	03/23/2023	Florida Health Care Plans, Inc.	T66 April 2023	001-2184000	37,225.42
	03/23/2023	Florida Health Care Plans, Inc.	T23 April 2023	001-2184500	1,985.93
	03/23/2023	Florida Health Care Plans, Inc.	T23 April 2023	001-2184000	3,323.72
		<b>Vendor Florida Health Care Plans, Inc. Total:</b>			<b>42,535.07</b>
<b>Vendor: Global Tire Recycling of Sumter County, Inc</b>					
	03/15/2023	Global Tire Recycling of Sumter..	Waste tires	402-0534-534.3400	617.50
		<b>Vendor Global Tire Recycling of Sumter County, Inc Total:</b>			<b>617.50</b>
<b>Vendor: Gregory Gilyard</b>					
	03/16/2023	Gregory Gilyard	Safety Footwear Reimburse...	001-0572-572.5220	54.98
		<b>Vendor Gregory Gilyard Total:</b>			<b>54.98</b>
<b>Vendor: Hawkins Inc</b>					
	03/17/2023	Hawkins Inc	chemicals	404-0535-535.5200	600.00
	03/17/2023	Hawkins Inc	Chemicals for WTP	401-0533-533.5205	1,160.00
	03/24/2023	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	1,280.00
	03/30/2023	Hawkins Inc	Chemicals	404-0535-535.5200	360.00
		<b>Vendor Hawkins Inc Total:</b>			<b>3,400.00</b>
<b>Vendor: iMulchFL Inc</b>					
	03/21/2023	iMulchFL Inc	Mulch for City Parks (Red not P..	001-0572-572.5200	2,300.00
		<b>Vendor iMulchFL Inc Total:</b>			<b>2,300.00</b>
<b>Vendor: JD Weber Construction Co Inc</b>					
	03/09/2023	JD Weber Construction Co Inc	Connect to existing 6" main on...	404-0535-535.4600	1,450.00
	03/09/2023	JD Weber Construction Co Inc	Cut, cap and abandon existing ...	404-0535-535.4600	985.00
	03/09/2023	JD Weber Construction Co Inc	Restore disturbed sod	404-0535-535.4600	312.00
	03/09/2023	JD Weber Construction Co Inc	Connect to existing 6" main	404-0535-535.4600	585.00
	03/09/2023	JD Weber Construction Co Inc	Flush & pressure test existing f...	404-0535-535.4600	1,920.00
	03/09/2023	JD Weber Construction Co Inc	Dewatering and shoring	404-0535-535.4600	3,820.00
		<b>Vendor JD Weber Construction Co Inc Total:</b>			<b>9,072.00</b>
<b>Vendor: Kerri A Uebel</b>					
	03/23/2023	Kerri A Uebel	GPT Starter Rope	404-0535-535.4640	10.00
		<b>Vendor Kerri A Uebel Total:</b>			<b>10.00</b>
<b>Vendor: Liberty National Life Insurance</b>					
	03/23/2023	Liberty National Life Insurance	Globe Life April 2023	001-2185000	808.55
		<b>Vendor Liberty National Life Insurance</b>			<b>Total: 808.55</b>
<b>Vendor: Locaters International, Inc.</b>					
	03/12/2023	Locaters International, Inc.	Polygraph Jorge Fernandez	001-0521-521.4900	150.00
	03/27/2023	Locaters International, Inc.	Polygraphy B. Bean	001-0521-521.4900	150.00
		<b>Vendor Locaters International, Inc. Total:</b>			<b>300.00</b>



## Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Lowe's Companies, Inc</b>					
	03/20/2023	Lowe's Companies, Inc	Ditch and Swale Rework	404-0535-535.4600	153.48
	03/23/2023	Lowe's Companies, Inc	Mortar Mix	404-0535-535.5200	15.54
	03/30/2023	Lowe's Companies, Inc	Bed Liner	401-0533-533.4640	102.97
	03/30/2023	Lowe's Companies, Inc	Bed Liner	404-0535-535.4640	102.97
			<b>Vendor Lowe's Companies, Inc Total:</b>		<b>374.96</b>
<b>Vendor: Lubrication Reliability Solutions, Inc.</b>					
	03/23/2023	Lubrication Reliability Solution...	Gear oil for WWTP	404-0535-535.5200	864.12
			<b>Vendor Lubrication Reliability Solutions, Inc. Total:</b>		<b>864.12</b>
<b>Vendor: Michael Leo Dove</b>					
	03/22/2023	Michael Leo Dove	Services from 3.06.23 - 3.21.23	001-0524-524.3401	1,175.00
			<b>Vendor Michael Leo Dove Total:</b>		<b>1,175.00</b>
<b>Vendor: Nathan Randolph</b>					
	03/28/2023	Nathan Randolph	Safety Footwear Reimburse...	401-0533-533.5220	119.00
			<b>Vendor Nathan Randolph Total:</b>		<b>119.00</b>
<b>Vendor: NextEra Energy Inc</b>					
	03/07/2023	NextEra Energy Inc	01235-95431 March 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	01408-42220 March 7	404-0535-535.4300	87.42
	03/07/2023	NextEra Energy Inc	04369-52212 Mar 07	404-0535-535.4300	74.53
	03/07/2023	NextEra Energy Inc	04799-99278 Mar 7	404-0535-535.4300	113.74
	03/07/2023	NextEra Energy Inc	05365-06116 Mar 7	404-0535-535.4300	31.93
	03/07/2023	NextEra Energy Inc	08857-07703 Mar 7	404-0535-535.4300	4,049.15
	03/07/2023	NextEra Energy Inc	14322-90094 Mar 7	404-0535-535.4300	1,434.61
	03/07/2023	NextEra Energy Inc	16239-97200 Mar 7	404-0535-535.4300	35.92
	03/07/2023	NextEra Energy Inc	19639-02331 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	24515-76322 Mar 7	404-0535-535.4300	47.40
	03/07/2023	NextEra Energy Inc	25840-57588 Mar 7	404-0535-535.4300	27.43
	03/07/2023	NextEra Energy Inc	28635-95142 Mar 7	404-0535-535.4300	75.71
	03/07/2023	NextEra Energy Inc	29732-82177 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	34080-03816 Mar 7	404-0535-535.4300	106.55
	03/07/2023	NextEra Energy Inc	38244-16469 Mar 7	404-0535-535.4300	194.16
	03/07/2023	NextEra Energy Inc	39472-13538 Mar 7	404-0535-535.4300	27.54
	03/07/2023	NextEra Energy Inc	46834-52215 Mar 7	404-0535-535.4300	29.92
	03/07/2023	NextEra Energy Inc	48483-68421 Mar 7	404-0535-535.4300	116.92
	03/07/2023	NextEra Energy Inc	48784-38110 Mar 7	404-0535-535.4300	30.08
	03/07/2023	NextEra Energy Inc	56821-04848 Mar 7	404-0535-535.4300	27.19
	03/07/2023	NextEra Energy Inc	56831-02874 Mar 7	404-0535-535.4300	81.62
	03/07/2023	NextEra Energy Inc	59268-64496 Mar 7	404-0535-535.4300	94.52
	03/07/2023	NextEra Energy Inc	60520-97182 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	66101-01831 Mar 7	404-0535-535.4300	196.42
	03/07/2023	NextEra Energy Inc	66311-06884 Mar 7	404-0535-535.4300	39.04
	03/07/2023	NextEra Energy Inc	67305-62219 Mar 7	404-0535-535.4300	29.27
	03/07/2023	NextEra Energy Inc	67468-67586 Mar 7	404-0535-535.4300	27.43
	03/07/2023	NextEra Energy Inc	68117-217478 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	76171-09884 Mar 7	404-0535-535.4300	71.34
	03/07/2023	NextEra Energy Inc	79034-46115 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	82864-01883 Mar 7	404-0535-535.4300	35.78
	03/07/2023	NextEra Energy Inc	90810-48119 Mar 7	404-0535-535.4300	29.39
	03/07/2023	NextEra Energy Inc	93326-99348 Mar 7	404-0535-535.4300	12.82
	03/07/2023	NextEra Energy Inc	95527-02467 Mar 7	404-0535-535.4300	28.99
	03/07/2023	NextEra Energy Inc	99040-97517 Mar 7	404-0535-535.4300	76.24
			<b>Vendor NextEra Energy Inc Total:</b>		<b>7,309.98</b>
<b>Vendor: Nextran</b>					
	03/23/2023	Nextran	Unit 929 Solid Waste Truck Re...	402-0534-534.4620	12,104.41
			<b>Vendor Nextran Total:</b>		<b>12,104.41</b>
<b>Vendor: Norma Jones</b>					
	03/29/2023	Norma Jones	Evaluation B. Beane	001-0521-521.4900	325.00
			<b>Vendor Norma Jones Total:</b>		<b>325.00</b>

## Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
<b>Vendor: Pace Analytical Services, LLC</b>						
	03/31/2023	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	120.00	
					<b>Vendor Pace Analytical Services, LLC Total:</b>	<b>120.00</b>
<b>Vendor: Palm Coast Observer, LLC</b>						
	03/23/2023	Palm Coast Observer, LLC	Notice of meeting	001-0524-524.4800	135.00	
	03/23/2023	Palm Coast Observer, LLC	Notice of meeting	001-0524-524.4800	135.00	
	03/23/2023	Palm Coast Observer, LLC	Notice of meeting	001-0524-524.4800	135.00	
	03/23/2023	Palm Coast Observer, LLC	Notice of meeting	001-0524-524.4800	135.00	
					<b>Vendor Palm Coast Observer, LLC Total:</b>	<b>540.00</b>
<b>Vendor: Power &amp; Pumps Inc</b>						
	03/23/2023	Power & Pumps Inc	Air Filters	404-0535-535.5200	228.00	
					<b>Vendor Power &amp; Pumps Inc Total:</b>	<b>228.00</b>
<b>Vendor: Preferred Governmental Insurance Trust</b>						
	02/16/2023	Preferred Governmental Insur...	WC FL1 0182002 21-19	001-2182000	9,156.00	
					<b>Vendor Preferred Governmental Insurance Trust Total:</b>	<b>9,156.00</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>						
	03/01/2023	Rayco Funding & Development...	dumped dewatering box	404-0535-535.3400	1,575.00	
	03/20/2023	Rayco Funding & Development...	Dewatering box cleaned out	404-0535-535.3400	1,575.00	
	03/28/2023	Rayco Funding & Development...	Dewatering box cleaned	404-0535-535.3400	1,575.00	
					<b>Vendor Rayco Funding &amp; Development, Inc Total:</b>	<b>4,725.00</b>
<b>Vendor: Ring Power Corporation</b>						
	03/21/2023	Ring Power Corporation	Towmaster Trailer for Hydraul...	401-0533-533.6400	7,778.50	
	03/21/2023	Ring Power Corporation	Towmaster Trailer for Hydraul...	404-0535-535.6400	7,778.50	
					<b>Vendor Ring Power Corporation Total:</b>	<b>15,557.00</b>
<b>Vendor: Robert C Little</b>						
	03/13/2023	Robert C Little	Disconnect old Air Compressor	001-0549-549.5265	200.00	
					<b>Vendor Robert C Little Total:</b>	<b>200.00</b>
<b>Vendor: SHI International Corp</b>						
	03/27/2023	SHI International Corp	Dell Latitude 5530 Laptop	001-0516-516.5264	15,730.30	
					<b>Vendor SHI International Corp Total:</b>	<b>15,730.30</b>
<b>Vendor: Staples Inc</b>						
	01/12/2023	Staples Inc	Contract Overage	001-0513-513.3400	347.16	
	02/23/2023	Staples Inc	Contract Overage	001-0513-513.3400	500.17	
					<b>Vendor Staples Inc Total:</b>	<b>847.33</b>
<b>Vendor: Staples, Inc</b>						
	03/17/2023	Staples, Inc	2 Hole Punch	001-0512-512.5100	6.29	
					<b>Vendor Staples, Inc Total:</b>	<b>6.29</b>
<b>Vendor: Sun Country Termite &amp; Pest Control</b>						
	03/30/2023	Sun Country Termite & Pest C...	Jackson Park	001-0572-572.3400	30.00	
	03/06/2023	Sun Country Termite & Pest C...	Tolamn	404-0535-535.3400	30.00	
	03/06/2023	Sun Country Termite & Pest C...	200 S Church St	001-0572-572.3400	37.00	
	03/06/2023	Sun Country Termite & Pest C...	604 E Moody Unit 6	001-0519-519.3401	25.00	
	03/06/2023	Sun Country Termite & Pest C...	604 E Moody Unit 4	001-0519-519.3401	25.00	
	03/06/2023	Sun Country Termite & Pest C...	Police Dept	001-0519-519.3401	50.00	
	03/06/2023	Sun Country Termite & Pest C...	604 E Moody unit 5	401-0533-533.3401	12.50	
	03/06/2023	Sun Country Termite & Pest C...	604 E Moody unit 5	404-0535-535.3400	12.50	
	03/07/2023	Sun Country Termite & Pest C...	405 E Drain St	001-0572-572.3400	30.00	
	03/07/2023	Sun Country Termite & Pest C...	401 E Court St	001-0572-572.3400	75.00	
	03/07/2023	Sun Country Termite & Pest C...	Carver Fields	001-0572-572.3400	75.00	
	03/07/2023	Sun Country Termite & Pest C...	Heritage Park	001-0572-572.3400	25.00	
	03/09/2023	Sun Country Termite & Pest C...	300 Citrus St	001-0572-572.3400	40.00	
					<b>Vendor Sun Country Termite &amp; Pest Control Total:</b>	<b>467.00</b>
<b>Vendor: Terry Taylor Ford Company</b>						
	03/21/2023	Terry Taylor Ford Company	Service for Vehicle 2006	001-0521-521.4620	49.99	
	03/24/2023	Terry Taylor Ford Company	Four tires and alignment	401-0533-533.4620	591.70	
					<b>Vendor Terry Taylor Ford Company Total:</b>	<b>641.69</b>

## Expense Approval Register

Packet: APPKT07965 - 04.10.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: The Gaboton Group, LLC</b>					
	03/31/2023	The Gaboton Group, LLC	Retainer - April	001-0511-511.3100	2,000.00
				<b>Vendor The Gaboton Group, LLC Total:</b>	<b>2,000.00</b>
<b>Vendor: Traffic Supplies &amp; Distribution LLC</b>					
	03/22/2023	Traffic Supplies & Distribution ...	Signs for Municipal Park	001-0572-572.5310	180.00
				<b>Vendor Traffic Supplies &amp; Distribution LLC Total:</b>	<b>180.00</b>
<b>Vendor: USA Services of Florida Inc</b>					
	03/27/2023	USA Services of Florida Inc	Street sweeping March	001-0538-538.3400	700.00
				<b>Vendor USA Services of Florida Inc Total:</b>	<b>700.00</b>
<b>Vendor: USABLE Life</b>					
	03/24/2023	USABLE Life	USABLE Life April 2023	001-2184000	312.84
				<b>Vendor USABLE Life Total:</b>	<b>312.84</b>
<b>Vendor: Vision Service Plan</b>					
	03/18/2023	Vision Service Plan	VSP April 2023	001-2184000	1,003.90
				<b>Vendor Vision Service Plan Total:</b>	<b>1,003.90</b>
<b>Vendor: Vose Law Firm, LLP</b>					
	03/31/2023	Vose Law Firm, LLP	March Legal Fees	001-0514-514.3102	7,000.00
	03/31/2023	Vose Law Firm, LLP	March Legal Fees	001-0524-524.3102	500.00
				<b>Vendor Vose Law Firm, LLP Total:</b>	<b>7,500.00</b>
<b>Vendor: WB Mason</b>					
	03/03/2023	WB Mason	Message Flags	401-0533-533.5102	146.70
	03/06/2023	WB Mason	Binder	401-0533-533.5102	17.97
				<b>Vendor WB Mason Total:</b>	<b>164.67</b>
<b>Vendor: Zev Cohen &amp; Associates, Inc.</b>					
	12/14/2022	Zev Cohen & Associates, Inc.	Service through November 20...	001-0524-524.3100	4,164.35
	02/10/2023	Zev Cohen & Associates, Inc.	Services through January 2023	001-0521-521.3400	3,876.25
				<b>Vendor Zev Cohen &amp; Associates, Inc. Total:</b>	<b>8,040.60</b>
<b>Grand Total:</b>					<b>287,190.60</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	176,288.29
401 - WATER	10,652.94
402 - SOLID WASTE	21,925.40
404 - SEWER	78,323.97
<b>Grand Total:</b>	<b>287,190.60</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0512-512.3401	Fire Inspection Exp.	198.00
001-0512-512.5100	Office Supplies Expenses	6.29
001-0513-513.3400	Other Contract Services	847.33
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.5264	Small Equipment	15,730.30
001-0519-519.3401	Other Contractual Services	100.00
001-0519-519.4300	Utilities	496.19
001-0521-521.3400	Other Contract Services	34,958.68
001-0521-521.4620	Repair / Maint - Vehicles	314.99
001-0521-521.4900	Other Current Chgs & Obl...	625.00
001-0524-524.3100	Professional Services Exp...	4,164.35
001-0524-524.3102	Legal Services	500.00
001-0524-524.3400	Other Contract Services	177.70
001-0524-524.3401	Bldg / Fire Inspection Exp -..	1,510.00
001-0524-524.4800	Advertising / Promo Expe...	540.00
001-0538-538.3400	Other Contract Services	700.00
001-0541-541.4300	Utility - Public Services	928.79
001-0541-541.4620	Repair / Maint - Vehicles	5,187.92
001-0541-541.4640	Equipment Repair & Maint..	22.00
001-0549-549.5265	Tools	200.00
001-0562-562.3402	Humane Society Contract	2,134.00
001-0572-572.3400	Other Contract Services	312.00
001-0572-572.4300	Utility - Public Services	1,782.60
001-0572-572.4400	Rental / Lease Expense	140.00
001-0572-572.4610	Repair / Maint - Bldgs	1.70
001-0572-572.5200	Operating Supplies	2,300.00
001-0572-572.5220	Uniforms Exp	54.98
001-0572-572.5310	Signage	180.00
001-2081100	School Impact Fees	21,750.52
001-2081200	County EMS Impact Fees	685.50
001-2081300	County Fire Impact Fees	10,463.86
001-2081400	County Library Impact Fees	1,009.92
001-2081500	County Parks Impact Fees	1,153.92
001-2182000	WC Payable	9,156.00
001-2184000	Med/Health Employee Lia...	43,536.61
001-2184500	Retiree Medical	2,067.10
001-2185000	125 Plans Employee Paybl ..	3,352.04
401-0533-533.3401	Other Contract Services	132.50
401-0533-533.4300	Utility - Public Services	291.22
401-0533-533.4620	Repair / Maint - Vehicles	591.70
401-0533-533.4640	Repair / Maint - Equipme...	393.92
401-0533-533.5102	Office Supplies - Water	164.67
401-0533-533.5205	Operating Supplies Exp - ...	1,160.00
401-0533-533.5210	Fuel	21.43
401-0533-533.5220	Uniforms Exp	119.00
401-0533-533.6400	Machinery/Equipment Ex...	7,778.50
402-0534-534.3400	Other Contract Services - ...	9,593.12
402-0534-534.4620	Repair/Maint Vehicles - So..	12,104.41
402-0534-534.5200	Operating Supplies	185.87
402-0534-534.5265	Tools	42.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
404-0535-535.3400	Other Contractual Services	4,767.50
404-0535-535.4100	Communications	328.28
404-0535-535.4300	Utilities	10,195.36
404-0535-535.4600	Repair / Maint. - Service	49,210.48
404-0535-535.4640	Repairs & Maint. - Equip...	2,197.33
404-0535-535.5200	Operating Supplies	3,576.09
404-0535-535.5210	Fuel	21.43
404-0535-535.5500	Training	249.00
404-0535-535.6400	Equipment > \$5,000	7,778.50
	<b>Grand Total:</b>	<b>287,190.60</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	287,190.60
	<b>Grand Total:</b>
	<b>287,190.60</b>



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Proposed Minutes

Chief Brannon's Handout

Type

Minutes

Exhibit

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## Bunnell CITY COMMISSION MEETING

Monday, March 27, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

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

**Roll Call:** Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Infrastructure Director Dustin Vost; City Engineer Marcus DePasquale; Community Development Director Bernadette Fisher; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

### Invocation for Our Military Troops and National Leaders:

Vice Mayor Rogers led the invocation.

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

#### B.1. Proclamation: Water Conservation Month

Commissioner Young read the proclamation into the record. Bill White, St. Johns River Water Management District, accepted the Proclamation and spoke to this year's focus concentrating on "leak detection." He thanked the Commission for the recognition and support given to the Water Management District over the years and the dedication to water conservation.

#### B.2. Proclamation: Sexual Assault Awareness Month

Commissioner Schultz read the proclamation into the record. Chief Brannon accepted the proclamation on behalf of the Family Life Center.

#### B.3. Proclamation: Florida Volunteer Month

Vice Mayor Rogers read the proclamation into the record. Suzy Gamblain, Executive Director of Flagler Volunteer Services accepted the proclamation. She reported in 2022 Flagler Volunteer Services had 1548 volunteers with a total of 67,569 volunteer hours being logged. She thanked the Commission for their support.

#### B.4. Proclamation: National Public Safety Telecommunicators Week

Mayor Robinson read the proclamation into the record. Christine Mortimer, Director of Communication Flagler County Sheriff's Office accepted the Proclamation.

## **B.5. Presentations: 2022 Community & Officer Recognition (Police Department)**

Chief Brannon expressed his gratitude to the Mayor, Commission, City Manager, family and friends for the support given to the Police Department. Sargeant Groth assisted Chief Brannon with the following 2022 Recognitions & Commendations:

- **Officer of the 4<sup>th</sup> quarter** *Officer of the 4<sup>th</sup> quarter is nominated by their peers. This officer assumed two complex investigations bringing both to successful conclusions. Officer of the 4<sup>th</sup> Quarter is Officer Jeff Traylor.*
- **Recognition Years of Service**  
**5 years of Service**  
*Officer Michelle Wichman  
Officer Adrian Zapata*
- **Certificate of Appreciation**  
*Awarded for his dedicated service to the City of Bunnell. This officer came as a volunteer and was hired to do all administrative duties for the Police Department. Certificate of Appreciation is awarded to Public Safety Officer Ronald Scalf*
- **Service Above Self Award**  
*Award Determined by the Chief of Police and is reserved for a member who embodies one or more of the core characteristics of a servant leader- Officer Michelle Wichman.*
- **Outstanding Partner Award**  
*With the Police Department working out of a small space this partner was first to open their doors for any large event hosted by the Police Department. The Outstanding Partner Award goes to First Baptist Bunnell.*
- **Outstanding Citizen Award**  
*This citizen was always willing to help by giving her time to and her willingness to make our work easier. She went out into the community a gathered coupons from businesses to show their support for the Police Department. The Outstanding Citizen Award is presented to Ms. Pat Cody. Mayor Robinson also thanked Ms. Pat for all she has done for the community.*
- **Outstanding Partner Award**  
*Chief stated when he first met this person he loved his humility, friendliness and “can-do” attitude. He has helped the Police Department keep all vehicles running with a cheerful attitude and with a servant’s heart. The Outstanding Partner Award is presented to the City of Bunnell Fleet Manager Stefano Giannini.*
- **Chief’s Commendation Award**  
*The officer was tasked with doing the job of two people. He accurately maintained the PD’s records and gathered an average of 35 public records requested per month. Chief’s Commendation Award goes to Public Safety Officer Jay Lampiasi*
- **Chief’s Commendation Award**  
*The Officer’s steadfast dedication to serve the public and has excelled in his professional skills over the past year, including working on complex cases with outside departments. Chief’s Commendation Award goes to Officer Adrian Zapata*
- **Chief’s Commendation Award**  
*This officer took an active leadership roll with the department, has a can-do attitude and is an integral part of the Police Department. Chief’s Commendation Award goes to Sargeant Shane Groth*
- **2022 Officer of the Year**  
*This officer involved themselves in numerous tasks that directly impacted the department and community. This officer leads by example and maintains high productivity. The 2022 Bunnell Police Officer of the Year Award is presented to officer Alton Ogden.*



## **Swearing in of New Police Officers**

Officers Taylor and Officer Coury were sworn in by Chief Brannon. Badges were pinned on the officers by family members.

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

##### **a. March 27, 2023 Warrant**

#### **C.2. Approval of Minutes**

##### **a. March 13, 2023 City Commission Meeting Minutes**

#### **C.3. Request Approval for the Authorization to the East Flagler Mosquito Control District and Emergency Subcontractor for Aerial Spraying over Congested Areas**

#### **C.4. Florida Local Government Cybersecurity Grant Program**

#### **C.5. Approval of Federally Funded Subaward and Grant Agreement DR-4673**

#### **Hurricane Ian**

**Motion:** Approve the Consent Agenda

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**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.**

Derick Acevedo (Elm Avenue)- expressed his concerns about the drainage problems they have had for many years. He reported the new culvert is higher than the drainage area. He also reported the poor road conditions in the area including the dirt road, South Bay Street, He reported the road is impassable now and gets worse with the daily traffic from the Waste Pro garbage trucks, new business traffic and other daily use.

Anthony Canna (Elm Avenue)- reported he was concerned about the condition of Elm Avenue and South Bay Street; he states the roads are barely wide enough for one car to use let alone two. He was also concerned the culvert at the railroad tracks was not installed properly.

Daisy Henry (East Drain Street)- announced the Motown Madness was very successful and raised over \$7000.00 with a large portion coming from the cake sales. She also stated her concerns about the streets in the Elm Avenue area; they are not in the best condition. She would also like to see the ditches in that area cleaned and picked up.

Kyle Holmgren (Ormond Beach)- introduced himself as the future Bunnell Pastor for the Tomeka Christian church. He plans on being very active with Bunnell community and schools next fall. They will be operating out of Bunnell Elementary School.

*Infrastructure Director Vost responded to comments; he will go inspect the area of the new culvert to check the elevations to make sure the work was done correctly. He will also look into the ditches in the area to see what falls under the City's responsibility for maintenance as the railway runs through the area too.*

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

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

**F.1. Resolution 2023-01 Amending the FY 2022/2023 Budget**

City Attorney Waters read the Short Title into the record. City Manager Jackson presented the item. He reported this was insurance proceeds received to repair the Solid Waste truck.

**Motion:** Approve Resolution 2023-01 to Amend the FY 2022/2023 Budget.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**G. Old Business: None**

**H. New Business:**

**H.1. Request Approval of the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project. Infrastructure Director Dustin Vost presented the item to the board.**

This item was introduced and explained by Infrastructure Director Vost.

**Motion:** Approve the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project.

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**H.2. Request to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00.**

City Engineer DePasquale presented and explained this item to the Board. Due to changes in the permitting for Flagler Central Commerce Parkway, Oare Associates and the City will need to pay for wetland mitigation; this will be a shared expense.

**Motion:** Approve to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00 and authorize the City Manager to sign any agreement if one is needed.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Young

**Board Discussion:** Commissioner Schultz asked for clarification about signing the agreement. City Manager Jackson explained to expedite moving forward, staff is asking he be authorized to sign the agreement if there is one, but the permission is setting the cost at not over \$20,000.00; because this needed to be prepared and presented quickly, it is not known if an agreement will be needed.

**Public Discussion:** Daisy Henry (East Drain Street) asked where the road will end and staff responded.

**Vote:** Motion carried unanimously

**I. Reports:**

- **City Clerk** – advised April will be a busy month with swearing in of the newly elected officials from this past election and other Charter identified duties at the April 10th meeting. State of the City will be held on April 24<sup>th</sup>. The RFP for Phase 1 of the Coquina Restoration was released this morning.
- **Police Chief-** presented his written 2022 Annual Report to the Commission, City Attorney, City Manager and Deputy City Clerk.
- **City Attorney-** none

- **City Manager-** congratulated Seargeant Groth on his graduation from training and Infrastructure Dustin Vost for obtaining his Class A Wastewater Operators license. He encouraged everyone to read the monthly City Manager’s Report.
- **Mayor and City Commissioners**
  - **Commissioner Schultz** – Reported upcoming TPO projects happening in Flagler County. She commended the Police Department for all their accomplishments and reconfirmed what she always says about Infrastructure Director Vost- he is a “Rock Star”.
  - **Commissioner Gordon** – thanked City Clerk Bates for keeping everyone organized and thanked the Police Department for all they do in the community. She congratulated Seargeant Groth and Dustin Vost on their accomplishments.
  - **Commissioner Young** – requested the public attend the Commission meetings and voice any concerns; the Commission does and will investigate any concerns or questions.
  - **Vice Mayor Rogers** – Asked everyone to keep tow truck driver, Brandon, in their thoughts and prayers. Earlier today, this tow truck driver stopped to pick up an object from the road in Palm Coast and a lady hit him. He asked everyone observe the move over and slow down laws.
  - **Mayor Robinson** – stated she attended the Motown Madness event; it was very successful with good food, company and good music by Traces of Gold band. The proceeds from this event go to the Carver Center Foundation. She spoke about Cracker Day, held over the weekend.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Commissioner Gordon

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

**Meeting adjourned:** 8:25 PM

---

Catherine D. Robinson, Mayor

---

Kristen Bates, CMC, City Clerk

---

Date

---

Date

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



# 2022 ANNUAL REPORT

# BUNNELL POLICE DEPARTMENT

*Our Family Protecting Yours  
Since 1913*





## OUR MISSION

Mindful of our calling to serve and respect the trust invested in us to maintain the highest standards of ethics and excellence, to fairly and impartially uphold the law, and to preserve the rights guaranteed every person under the Constitution of the United States, our actions each day demonstrate each member's commitment to develop positive partnerships and network with the community in the interest of obtaining cooperation to reduce crime and the fear of crime, and ultimately improve the quality of life for everyone in the community.



*Our Family Protecting Yours  
Since 1913*



2 • BUNNELL POLICE DEPARTMENT



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- 6 Policy Reform & Department Oversight
- 7 Reduction of Crime through Partnerships & Data Driven Policing
- 8 Social Media Projects & Technology Enhancements
- 9 Advanced Training & Education
- 10 Officer Safety & Wellness Incentives
- 11 Honoring Sergeant Dominic Guida



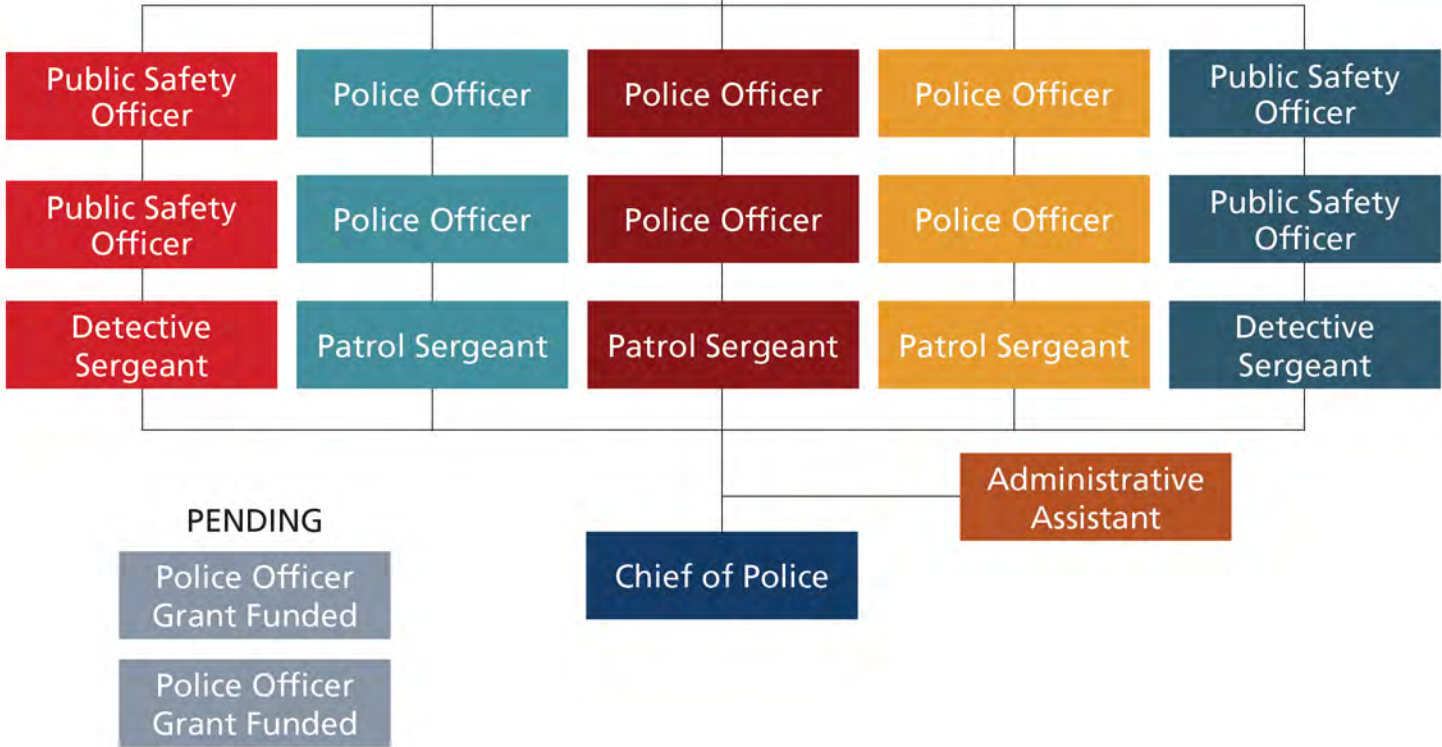
# 2023 Organizational Chart



## Bunnell Police Department Servant Leaders



**CITY OF BUNNELL**  
Residents, Businesses, and Visitors



**RELATIONSHIPS**

with NAACP, Carver Center, PAL, & Area Pastors



**PARTICIPATED**

in the We Love Bunnell Clean-up Day

**PARTICIPATED**

in the Carver Center FUNraiser

BPD Barbecued and fed 500+ people



**ENGAGED**

with Flagler Bulldogs Youth Football



**PARTNERED**

with Flagler County Housing Authority

Assisted with the completion of revised security plan

Established BPD office space in the FCHA building



**ENGAGED**

with Bunnell Elementary School



**ENGAGED**

National Night Out in Grand Reserve







Subscribed  
with a  
Grant Consultant

**Filed Three Grant Applications**

DOJ COPS Grant  
for Two Police Officers  
**FULLY FUNDED**

DOJ Body-Worn  
Camera Replacement  
**DENIED**

Flagler County  
Public Safety  
**PARTIALLY FUNDED**



Developed a Robust Social  
Media Effort to Share  
Information About BPD  
Members, Activities,  
Enforcement Efforts, and  
Community Engagement



Created  
a Community  
Engagement Team  
of Several Officers



Initiated  
Process for a  
Police Explorer  
Program to  
Launch in 2023



Initiated  
Review of  
BPD Policies  
for Revision  
*work in progress*



Reviewed  
Basic Equipment  
Condition and Need



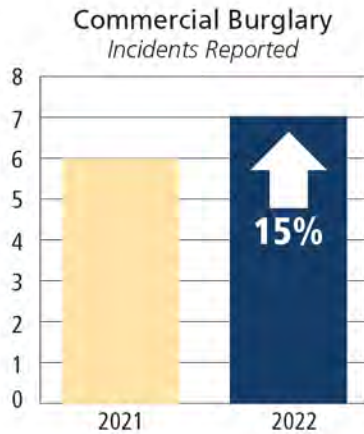
Purchased  
Replacement  
Equipment  
and Uniforms

## Established Specific Crime Reduction Goals & Strategies

### REDUCE

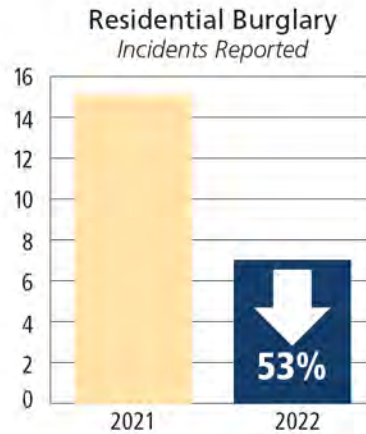
#### Commercial Burglary & Robbery

Commercial Robbery No Incidents Reported



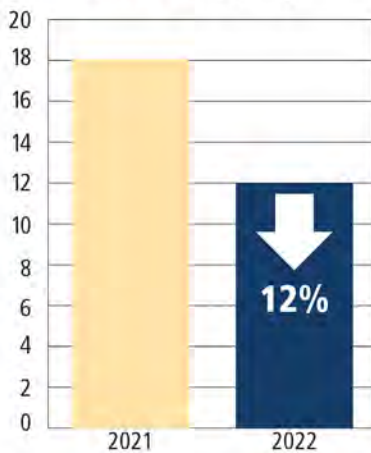
### REDUCE

#### Residential Burglary & Home Invasion Robbery



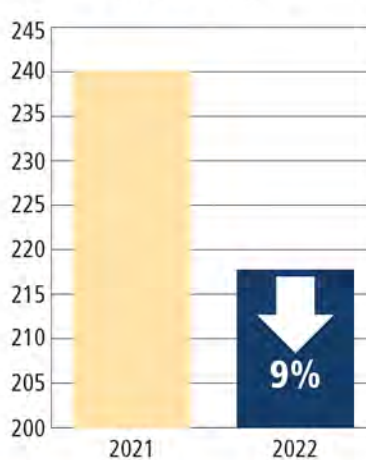
### REDUCE

#### Vehicle Burglary



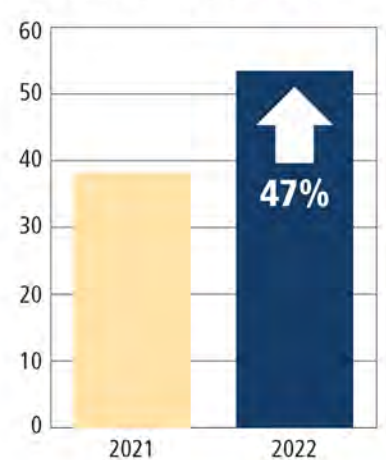
### REDUCE

#### Traffic Crashes



### INCREASE

#### Arrest Warrant Service



	2021	2022
Traffic Stops	1,791	2,927
Citations	183	569
Written Warnings	119	1,228
Warrants Attempted/Served	139 / 36	164 / 53
Reports Written	1,100	1,577
Arrests	173	285
Felony	93	137
Misdemeanor	80	148

	2021	2022
Criminal Charges Filed	298	488
Felony	135	215
Misdemeanor	163	273
Public Records Requests	—	428
Security Checks	10,966	11,305
Community Policing	10,405	5,923

# Social Media Projects & Technology Enhancements



## SOCIAL MEDIA

Bunnell Police Department Facebook Page Stats 3/12/22 - 12/31/22

[www.facebook.com/BunnellPD](http://www.facebook.com/BunnellPD)

*Statistical data provided by Meta Business Suite*

**REACH**

**214,136**

**VISITS**

**32,725**

**NEW LIKES**

**2,107**

**FOLLOWERS**

**2,231**

### 2022 Top-Performing Organic Post

HIGHEST REACH

**13,144**

HIGHEST REACTIONS

**937**

HIGHEST COMMENTS

**75**



## TECHNOLOGY ENHANCEMENTS

### SPEED ENFORCEMENT RADAR



### MOBILE PRINTER



### TINT METER



### CCTV CAMERAS



### ALPR

Automatic License Plate Reader



### TraCS & ELVIS

**TraCS**  
Traffic and Criminal Software

**ELVIS**  
Electronic License and Vehicle Information System



- Crash Forms
- Uniform Traffic
- Citation
- Warning Citation
- Trespass Warning
- Field Interview Report
- Baker Act Report

### SMART PHONES



**Work-Related Communication**

Supervisor, Officers, Dispatch

**Provide to Crime Victims**

**Audio Record Statements**

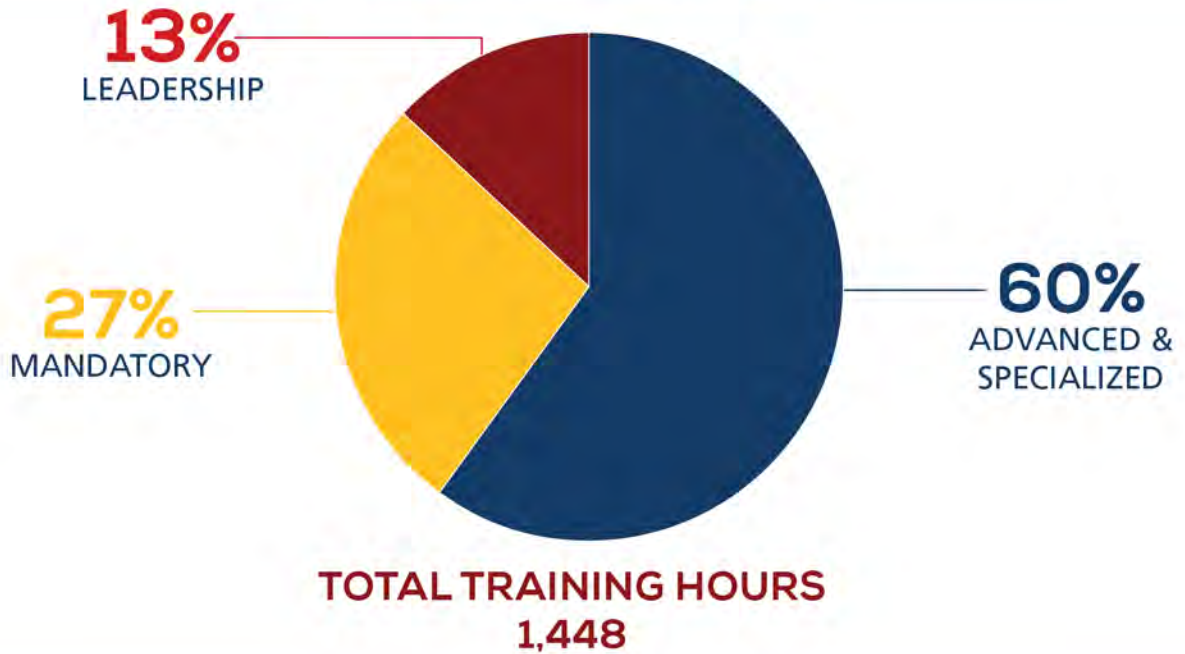
**Develop Informants**

**Send/Receive PD Email**

**Document by Photo**

Crime Scene & Field Contacts

2022 TRAINING PRIORITIES



COLLEGE/UNIVERSITY COURSES



**Daytona State College**  
One Sergeant completing his AA degree



**University of Central Florida**  
One Officer completing his BA degree

SUCCESSION PLANNING & LEADERSHIP DEVELOPMENT



**University of Louisville  
Southern Police Institute (SPI)**  
One Sergeant attending SPI's Command Officer Development Course hosted by the Clermont, FL, Police Department  
Graduation March 2023

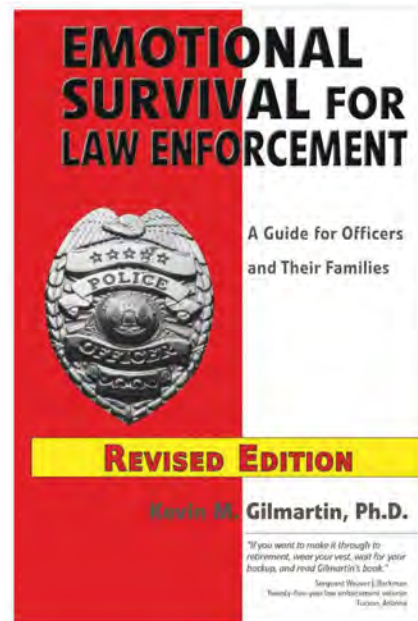
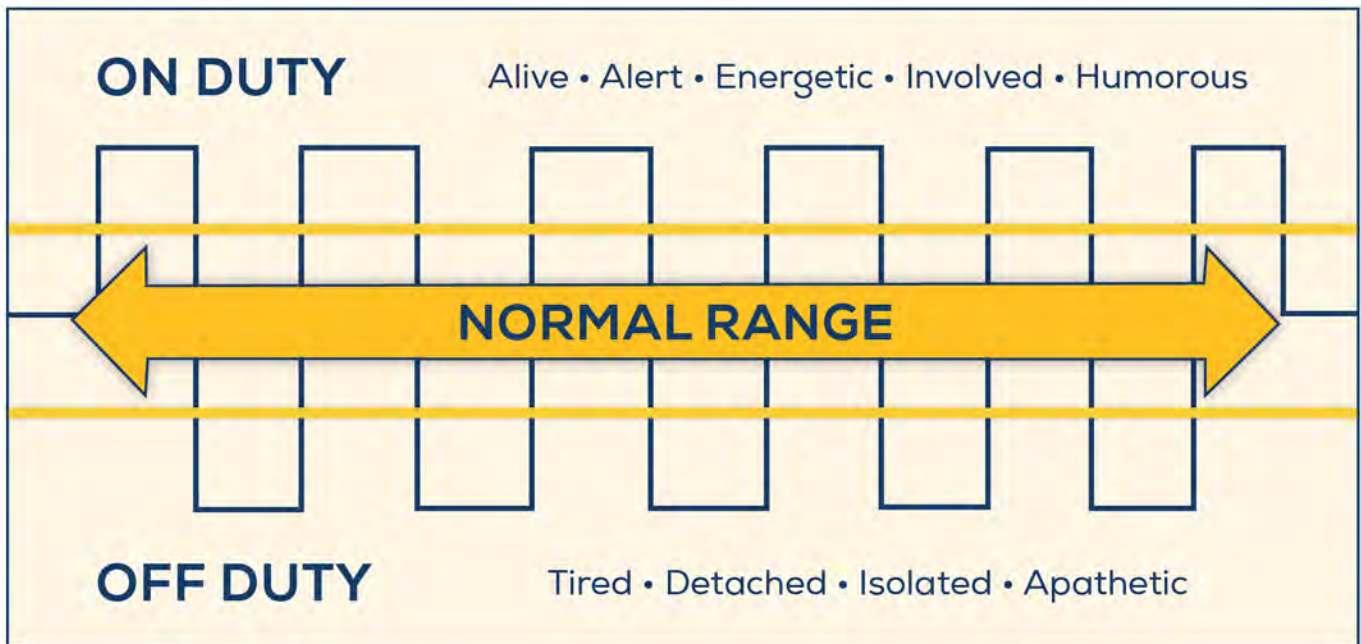


**FBI**  
**Law Enforcement Executive Development Association**  
One Officer attending the Supervisor Leadership Institute hosted by the South Daytona, FL, Police Department in 2023

# Officer Safety & Wellness Incentives

The high-stress environment of working as a law enforcement officer takes a significant toll on individual officers' physiological, psychological, and spiritual wellbeing. This impacts both professional and personal relationships and outcomes. By taking better care of our officers through increased awareness and open discussion of the signs and symptoms of stress, fatigue, and burnout, the Bunnell Police Department is committed to reducing the cultural stigma associated with wellness and providing greater resources through key partnerships.

## THE HYPERVIGILANCE BIOLOGICAL ROLLERCOASTER





# FLAGLER COUNTY LAW ENFORCEMENT MEMORIAL

## HONORING BUNNELL'S SERGEANT DOMINIC GUIDA





## **BUNNELL POLICE DEPARTMENT**

1769 East Moody Blvd., Bunnell, FL 32110 • 386-437-7508

[www.BunnellCity.us/Police](http://www.BunnellCity.us/Police)



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 3/21/2023 Amount:  
Department: Infrastructure Account #:  
Subject: Request Approval to Renew Agreement #2020-02 with Ormond Septic for  
Sludge Hauling Services  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Renewal Option #3	Contract
Renewal #2	Contract
Renewal #1	Contract
Agreement #2022-02	Contract

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

Staff is seeking to renew the sludge hauling agreement with Ormond Septic for the third of three one-year renewal periods provided in Contract 2020-02.

#### **Background:**

The Wastewater Treatment Plant requires sludge hauling services which include pickup, transport and disposal of one 30-yard box of 10-15% digester solids as needed.

Commission approved Agreement #2020-02 beginning April 13, 2020 for one year with the option to renew for three (3) additional one (1) year terms. This will be the final renewal option.

#### **Staff Recommendation:**

Approve renewal of Agreement #2020-02 with Ormond Septic for sludge hauling services for an additional year.

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

Approved for legal sufficiency.



**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**AGREEMENT FOR RENEWAL  
OF CONTRACT #2020-02 FOR SLUDGE HAULING SERVICES**

THIS RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT 2020-02 (hereinafter “this Renewal”) is made and entered into effective the 27<sup>th</sup> day of March 2023, by and between the City of Bunnell, a municipality of the State of Florida (hereinafter the “CITY”) and Ormond Septic Systems, a Florida corporation (hereinafter “CONTRACTOR”).

**WITNESSETH**

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

**WHEREAS**, the CITY and CONTRACTOR entered into an Agreement for Sludge Hauling Services dated April 13, 2020 (hereinafter the “2020 Agreement”) and entered into the first Renewal Agreement on April 13, 2021, and entered into second Renewal Agreement on April 13, 2022; and

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

**WHEREAS**, the 2020 Agreement provided for a one (1) year Term and provided for three (3) additional one (1) year terms, upon written agreement by the parties, and the parties are desirous of extending the 2020 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 Renewal. Said recitals are hereby ratified and made a part of this Renewal Agreement.
2. **Renewal.** The 2020 Agreement is hereby renewed and extended for a final additional one (1) year term commencing on the Contract Renewal Date of April 13, 2023.
3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2020 Agreement dated April 13, 2020, 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.

Contractor

City of Bunnell, Florida



\_\_\_\_\_  
Gregory B. Thompson, President

Date: 3/20/23

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

Date: April 10, 2023

Approved as to form and sufficiency:

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

ATTEST:

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

Seal:

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF AGREEMENT FOR SLUDGE HAULING SERVICES**

THIS RENEWAL AND AMENDMENT OF ORMOND SEPTIC SYSTEMS CONTRACT 2020-02 (hereinafter “this Amendment”) is made and entered into effective the 28<sup>th</sup> day of March, 2022, by and between the City of Bunnell, a municipality of the State of Florida (hereinafter the “CITY”) and Ormond Septic Systems, a Florida corporation (hereinafter “CONTRACTOR”).

**WITNESSETH**

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

**WHEREAS**, the CITY and CONTRACTOR entered into an Agreement for Sludge Hauling Services dated April 13, 2020 (hereinafter the “2020 Agreement”) and entered into the first Renewal Agreement on May 10, 2021; and

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

**WHEREAS**, the 2020 Agreement provided for a one (1) year Term and provided for three (3) additional one (1) year terms, upon written agreement by the parties, and the parties are desirous of extending the 2020 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:

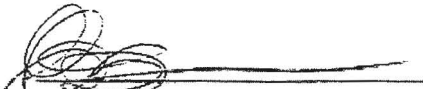
1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Renewal.** The 2020 Agreement is hereby renewed and extended for an additional one (1) year term at a rate of \$1,500.00 per load hauled commencing on the Contract Renewal Date of April 14, 2022.
3. **Amendment.** The 2020 Agreement is hereby amended to include a \$75.00 per load fuel surcharge, payable beginning on April 14, 2022 and thereafter throughout the term of this Amendment.

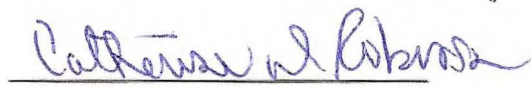
4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2020 Agreement dated April 13, 2020, remain in full force and effect.

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

**Contractor**

**City of Bunnell, Florida**

  
\_\_\_\_\_  
Gregory B Thompson  
President

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

ATTEST:

Approved as to form and sufficiency:

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

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

Date Signed by City: 3/28/2022

2020-02

**RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT**

**THIS RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT 2020-02** ("Amendment") is made this 14<sup>th</sup> day of April, 2021 ("Effective Date") by and between Ormond Septic Systems, a Florida corporation, ("Contractor"), and the City of Bunnell, Florida, ("City") (referred to collectively as the "Parties").

**WITNESSETH**

**WHEREAS**, the City of Bunnell entered into that certain Contract dated April 13, 2020 with the Contractor, a copy of which is attached hereto as Exhibit "A" (the "Ormond Septic Systems Contract"); and

**WHEREAS**, the Parties wish to renew such contract.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:


The parties hereby agree to renew the Ormond Septic Systems Contract for a one-year term at a rate of \$1,500.00 per load hauled commencing on the Contract Renewal Date of April 14, 2021.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**Contractor**

**City of Bunnell, Florida**


  
\_\_\_\_\_  
Gregory B. Thompson  
President

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

**ATTEST:**

Approved as to form and sufficiency:

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

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

Date Signed by City: 5/10/2021

Contract# 2020-02

**AGREEMENT FOR SLUDGE HAULING SERVICES**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") shall be effective as of the 13 day of April 2020 by and between **CITY OF BUNNELL**, a Florida municipal corporation (hereinafter the "CITY"), 201 W. Moody Blvd, Bunnell, Fl 32110 and **RAYCO FUNDING & DEVELOPMENT INC, DBA ORMOND SEPTIC SYSTEMS**, a Florida corporation (hereinafter "CONTRACTOR"), 500 Walker Street, Holly Hill, Fl 32117.

**WITNESSETH**

**WHEREAS**, the CITY is required to collect and transport domestic wastewater treatment residuals, i.e. sludge, in full compliance with Chapter 62-640, 62-600 and 62-601 of the Florida Administrative Code and other applicable federal, state and local laws; and

**WHEREAS**, the CITY has the authority to enter into contracts with third parties to perform needed services; and

**WHEREAS**, CONTRACTOR is in the business of providing the services contemplated by this Agreement in the City of Bunnell and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, CONTRACTOR was the successful proposer for an advertised Request for Proposals identified as RFP 2020-01, which satisfies the CITY's Procurement Police; and

**WHEREAS**, CONTRACTOR agrees to provide such services as more particularly described in this Agreement.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
  - a. The CITY hereby retains CONTRACTOR to furnish services as described in RFP 2020-01 and Addendum #1, including but not limited to 1) services needed to comply with Chapter 62-640, 62-600 and 62-601 of the Florida Administrative Code and other applicable federal, state and local laws; 2) pick up and transport of the CITY's 30 yard dewatering box containing approximately 10-15% digester sludge cake from the CITY's waste water treatment plant located at 200 Tolman Street and disposal at an

approved Florida Department of Environmental Protection site; 3) rinsing the box of residuals; 4) return of the box to the CITY's wastewater treatment plant; 5) providing a turnaround time of 2-1/2 hours to ensure dewatering box can be immediately placed back in service; and 6) other services which may be required consistent with the purpose of the Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the services contemplated by this Agreement.
- c. Services shall be provided on a "Will Call" or as needed basis.

**3. Commencement and Term.**

- a. CONTRACTOR must commence work under this Agreement within 10 calendar days after the date of the NOTICE TO PROCEED. This Agreement once fully executed will serve as the NOTICE TO PROCEED.
- b. This Agreement has a Term of one year with an option for the CITY to renew the Agreement for three additional years.

4. **Payment.** The CITY agrees to compensate CONTRACTOR at the rate of \$1,500 per load hauled.

**5. Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 5 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. CONTRACTOR shall be paid for all services provided to the day of termination.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: City Manager, City of Bunnell, 201 W. Moody Blvd, Bunnell, FL 32110.



- b. To CONTRACTOR: Rayco Funding & Development, Inc., 500 Walker Street, Holly Hill, FL 32117

**7. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement shall be as follows:
  - i. Workers' Compensation as required by Florida law with Employers' Liability with a limit of \$1,000,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage;
  - iv. Professional Liability/Errors and Omissions in the amount of \$1,000,000.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance

available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

8. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Compliance with Laws.** In providing services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- b. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- c. **Discrimination.**
  - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
  - ii. CONTRACTOR shall provide a harassment and drug-free workplace, with any allegation of harassment given priority attention and action by management.
- d. **Independent contractor.**
  - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the

performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

e. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the

obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement. The first \$10.00 paid under the terms of this Agreement shall constitute additional consideration for this indemnity and hold harmless provisions, such consideration acknowledged by CONTRACTOR to be sufficient.

f. **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.

g. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps

and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

9. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives. Notwithstanding the foregoing, any representations made by CONTRACTOR or required by RFP 2020-01 shall be incorporated by reference as if made herein.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the services of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Attorney's Fees.** In any litigation arising out of this Agreement, each party shall be responsible for any attorney's fees and costs, at both the trial and appellate levels incurred by that party.
- j. **Law; Venue.** This Agreement is being executed in City of Bunnell, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in City of Bunnell, Flagler County, Florida.

k. **Non-Exclusive.** This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

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

**CITY OF BUNNEL**

Catherine D. Robinson  
Catherine D. Robinson, Mayor

ATTEST:

K Bates  
Kristen Bates, City Clerk

Date signed by CITY: 4/13/2020

Approved as to form and sufficiency

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

N  
N

**SYSTEMS**

**RAYCO FUNDING & DEVELOPMENT,  
INC. DBA ORMOND SEPTIC**

Gregory B Thompson  
Print Name: GREGORY B THOMPSON  
Title: PRESIDENT

Date signed by CONTRACTOR: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of APRIL, 2020, by GREGORY THOMPSON of Rayco Funding & Development, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

*Jessie Swindling*  
Signature of Notary Public - State of Florida

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







## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 3/17/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ordinance 2023-06 Boudreaux Annexation	Ordinance
Location Map	Location Map(s)

#### Summary/Highlights:

This is a request by Dale Boudreaux to voluntarily annex property totaling 4.5+/- acres located directly abutting County Road 200 and Favoretta Road. The properties are identified by Parcel ID: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 by the Flagler County Property Appraiser's Office.

In accordance with Florida Statutes, the written notice to the Flagler County Board of County Commissioners was provided on March 17, 2023. The Ordinance will be advertised in the Palm Coast Observer on April 13, 2023 and April 20, 2023.

#### Background:

The applicant, Dale Boudreaux, owns property totaling 4.5+/- acres of land located in unincorporated Flagler County. Mr. Boudreaux has petitioned for voluntary annexation into the City of Bunnell. The properties are currently vacant. The applicant plans to expand their tree nursery business to these properties.

The properties have a Flagler County Future Land Use Map designation of "Residential Low Density/Rural Estates" and a Flagler County zoning classification of "MH-1, Rural Mobile Home." The applicant will seek to change both designations to City of Bunnell designations.

Section 171.044 of the Florida Statutes contains specific requirements that govern the process of

voluntary annexation. The City is required to provide notice to the County Administrator on behalf of the County Commission. The statute prohibits voluntary annexation if the annexation will result in the creation of an enclave of unincorporated county land completely surrounded by a municipality.

Voluntary annexations must be contiguous and reasonably compact. Per Section 171.031, Florida Statutes, contiguous means that a substantial part of a boundary of the property to be annexed is coterminous with a part of the boundary of the municipality. Compactness is defined as "the concentration of a piece of property in a single area precluding any action which creates enclaves, pockets, or finger areas in serpentine patterns".

The subject property is contiguous, and the boundary of the property is coterminous with the City's corporate limits on its entire southeastern boundary. The subject property is compact, and the action of annexation will not create a county enclave.

**Staff Recommendation:**

Approve Ordinance 2023-06 Requesting to Voluntary Annex a 4.5+/- acre parcel of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - First Reading

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**ORDINANCE 2023-06**

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 4.5± ACRES OWNED BY DALE BOUDREAUX LOCATED DIRECTLY ABUTTING COUNTY ROAD 200 AND FAVORETTA ROAD, BEARING PARCEL ID: 16-13-31-2000-00030-0080 AND 16-13-31-2000-00030-0070 WHICH IS CONTIGUOUS TO THE CITY OF BUNNELL IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, AND OTHER CONTROLLING LAW; REDFINING THE BOUNDARIES OF THE CITY OF BUNNELL TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF FLAGLER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dale Boudreaux is hereby determined to be the owner of the real property described below; and

**WHEREAS**, Dale Boudreaux petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said properties into the municipal limits of the City of Bunnell which totals approximately 4.5 acres in size and is located directly abutting County Road 200 and Favoretta Road; and

**WHEREAS**, Dale Boudreaux is the owner of the properties being described by Tax Identification Parcel Number as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
16-13-31-2000-00030-0080	Dale Boudreaux
16-13-31-2000-00030-0070	Dale Boudreaux

**WHEREAS**, City staff on March 17, 2023, have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

**WHEREAS**, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the properties which are proposed to be annexed

into the City of Bunnell is within an unincorporated area of Flagler County, is reasonably compact and contiguous to the corporate areas of the City of Bunnell, Florida and it is further determined that the annexation of said properties will not result in the creation of any enclave, and it is further determined that the properties otherwise fully complies with the requirements of State law; and

**WHEREAS**, the City Commission of the City of Bunnell, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the City Commission of the City of Bunnell, Florida hereby determines that it is to the advantage of the City of Bunnell and in the best interests of the citizens of the City of Bunnell to annex the afore described properties; and

**WHEREAS**, the provisions of Section 166.031(3), *Florida Statutes*, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

**WHEREAS**, the provisions of Section 171.091, *Florida Statutes*, provide as follows: Recording – Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area; and

**WHEREAS**, the metes and bounds legal descriptions and the map attached hereto Exhibits “A” and “B” shows, describes, and depicts the properties which are hereby annexed into the City of Bunnell.

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

**Section 1. Legislative and Administrative Findings/Annexation of Property.**

(a) The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Commission of the City of Bunnell.

(b) The properties that are the subject of this Ordinance consists of the following parcels of land assigned the Tax Identification Parcel Numbers set forth above and being specifically described in Exhibits “A” and “B”, said properties being situated in Flagler County, Florida, and said properties are hereby annexed into and are hereby made a part of the City of Bunnell, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*, and other controlling law.

**Section 2. Effect of Annexation.**

Upon this Ordinance becoming effective, the property owners of the said properties shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Bunnell, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Bunnell, Florida and the provisions of said Chapter 171, *Florida Statutes*.

**Section 3. Administrative Actions.**

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

(b) The City Manager, or designees within City management staff, shall ensure that the properties annexed by this Ordinance are incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

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

**Section 4. Conflicts.**

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

**Section 5. Severability.**

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

**Section 6. Codification.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Bunnell by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**Section 7. Effective Date.**

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: approved on this 10<sup>th</sup> day of April 2023

Second Reading/Final Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

By: \_\_\_\_\_

Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_

Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_

Seal:

Kristen Bates, CMC, City Clerk

## Exhibit "A"

### Metes and Bounds Legal Descriptions

LEGAL DESCRIPTION FOR PARCEL ID 16-13-31-2000-00030-0080:

BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD #94045; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TRACT 5, BLOCK A AND THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 381.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG THE SAID SOUTHEASTERLY LINE, A DISTANCE OF 16.64 FEET TO A FOUND 5/8" IRON ROD & CAP LB 7230 MARKING THE NORTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2089, PAGES 1265 AND 1266, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 39 DEGREES 32 MINUTES 15 SECONDS EAST ALONG THE SOUTHERWASTERLY LINE OF SAID PARCEL, A DISTANCE OF 348.48 FEET; THENCE SOUTH 50 DEGREES 27

MINUTES 45 SECONDS WEST, A DISTANCE OF 631.90 FEET TO A POINT OF INTERSECTION ON THE EASTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA), SAID POINT BEING ON A CURVE AND SAID LINE BEING NON-RADIAL TO CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 01 DEGREES 40 MINUTES 10 SECONDS, A RADIUS OF 486.00 FEET, A CHORD BEARING NORTH 19 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE 14.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 14.16 FEET TO A POINT OF TANGENT; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD NORTH 20 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 690.25 FEET TO A POINT OF INTERSECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY EASEMENT LINE OF AFORESAID COUNTY ROAD 200; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 3.39 FEET TO A TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THAT CERTAIN 100 FOOT INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT AS IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA. THE ABOVE DESCRIBED PARCEL CONTAINS 2.6 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PARCEL ID 16-13-31-2000-00030-0070:

BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT) AND WESTERLY OF FAVORETTA ROAD (A 100' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

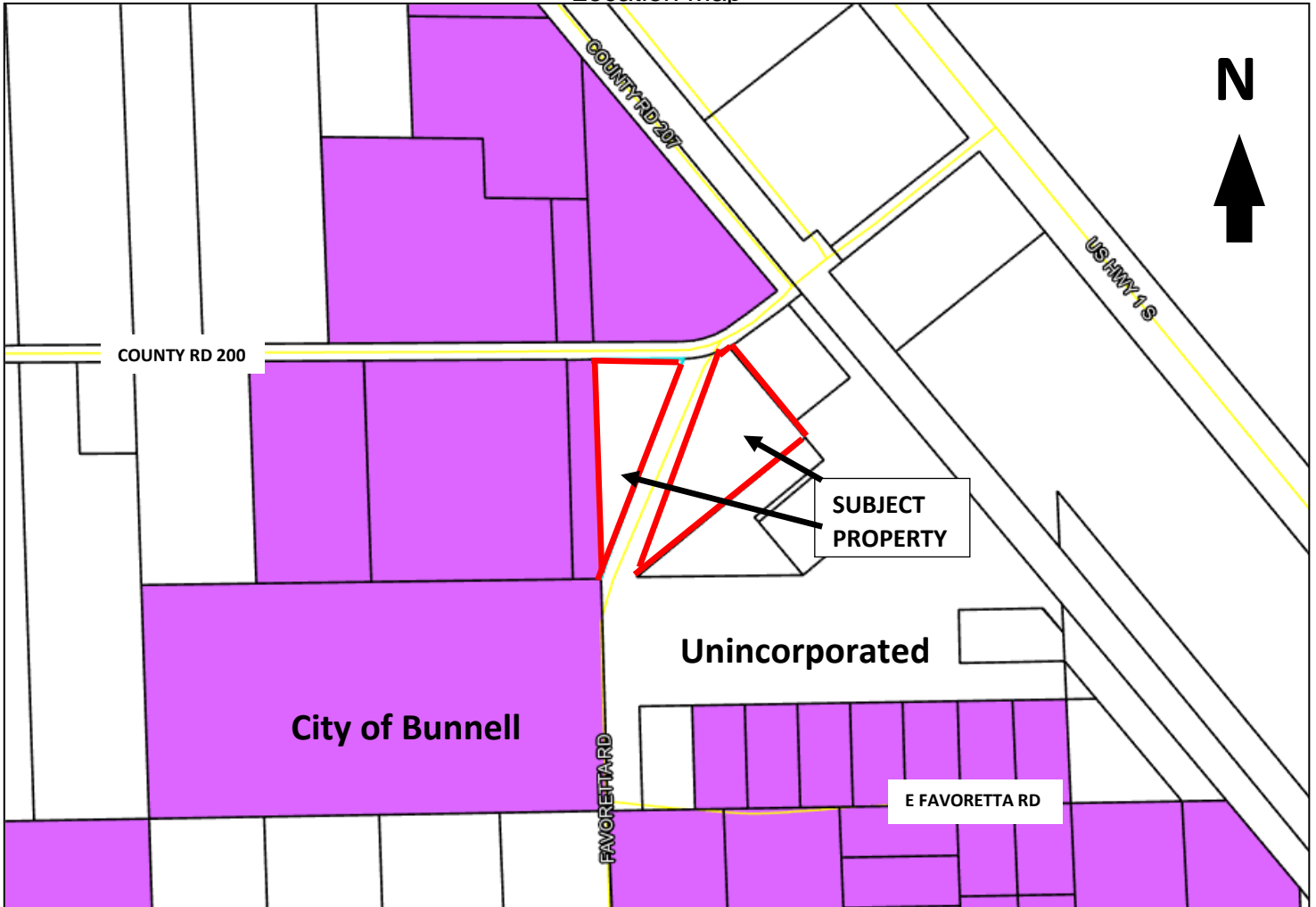


AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD # 94045; THENCE SOUTH 01 DEGREES 56 MINUTES 12 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 5, BLOCK A, OF SAID MAP OF BUNNELL AND THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 200, A DISTANCE OF 262.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT LINE PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA); THENCE SOUTH 20 DEGREES 46 MINUTES 52 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD, A DISTANCE OF 626.73 FEET TO A POINT OF CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 05 DEGREES 07 MINUTES 12 SECONDS, A RADIUS 586.00 FEET, A CHORD BEARING SOUTH 18 DEGREES 13 MINUTES 17 SECONDS WEST, A CHORD DISTANCE 52.35 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 52.36 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID TRACT 5, BLOCK A; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 2.24 FEET TO A FOUND 5/8" IRON ROD AND CAP LABELED LB 3612, SAID POINT BEING ON THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF AFORESAID, SECTION 21 AND BEING THE SOUTHWEST CORNER OF SAID TACT 5, BLOCK A; THENCE NORTH 01 DEGREES 56 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID TRACT 5, BLOCK A AND THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER, SECTION 21, A DISTANCE OF 633.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

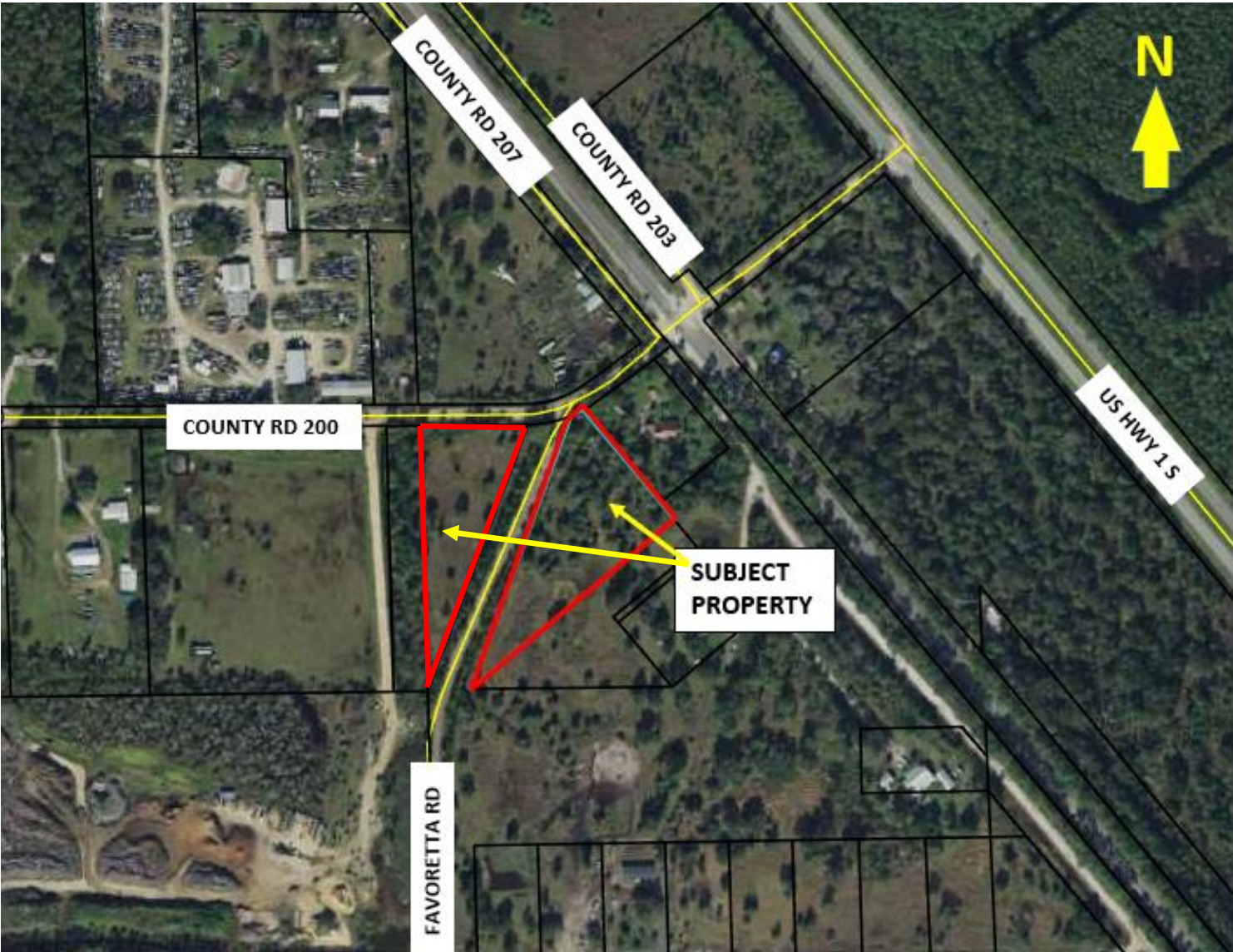
THE ABOVE DESCRIBED PARCEL CONTAINS 1.9 ACRES MORE OR LESS.

**Exhibit "B"**

**Location Map**



Location Map





## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 1/13/2023 Amount:  
Department: City Clerk Account #:  
Subject: Approval of Rules & Procedures for the City Commission and City of Bunnell Volunteer Boards.  
Agenda Section: New Business:  
Goal/Priority: Organizational Excellence

#### ATTACHMENTS:

Description	Type
Rules and Procedures (Adopted 4/11/2022)	Exhibit

#### Summary/Highlights:

The City Commission adopts the rules and procedures for the conduct of Commission meetings and appointed board meetings following elections.

From the Bunnell City Charter:

#### **Sec. 3.08. - Procedure.**

*B. Rules and Journal. Within thirty (30) days following any regular election, the Commission shall determine its own written rules and order of business and shall keep a record of its proceedings.*

#### Background:

The attached version of the rules and procedures was adopted in April 2022, following the last election.

This version of the rules and procedures was adopted in 2017 and has not been amended by the Commission since the initial adoption.

If there are no changes to the current rules and procedures, they will be republished with the current adoption date.

If the Commission would like to make changes, the proposed changes would need to be discussed during this meeting and the item continued to the next meeting to allow staff to make the recommended changes. The revised document would then be brought back before the Commission for a vote on whether to adopt the revised document.

**Staff Recommendation:**

None. The Commission determines the rules and procedure to be followed by the City and all it's Boards.

**City Attorney Review:**

Approved for form.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



## **Rules & Procedures for Conducting the Meetings of the Bunnell City Commission**

The City of Bunnell will ascribe to the Roberts Rules of Order for all government meetings. The following procedures will assist in implementing the Roberts Rules of Order for conducting all meetings including the City Commission and the appointed Boards and Committees.

1. The order of business shall be the posted agenda. All topics that City Commissioners wish to discuss or to act on must be listed on the posted agenda to properly notify the public. For an item to be placed on the agenda by a member of the public, an agenda request form must be fully completed, the requestor will meet as needed with appropriate City staff and the item will be written and submitted in accordance with the Agenda Process Manual published March 2016 and as amended. A phone call to City Hall requesting to be placed on the agenda is not sufficient - an agenda request form must be filled out completely. City staff and Commissioners will follow the agenda process as detailed in the Agenda Process Manual published March 2016 and as amended.
2. The agenda item will be read by the Mayor or the presiding officer. Whoever has asked for the item to be placed on the agenda, or their representative, will be asked to come to the podium to present the item to the Commission. After the presentation is given, Commission members will have the opportunity to ask the presenter questions. Once all questions have been answered by the presenter, the Mayor will ask for the "pleasure of the Board." A Commission member can then make a motion and the Mayor will ask for a second. The item will then be opened for discussion by the presiding officer.
3. Before any member of the Commission can make a motion or address the assembly upon any question, it is necessary that he or she "obtain" the floor. That is, he or she must address the presiding officer by title thus, "Madame Mayor," who will then announce the Commissioner's name. When two or more speak at the same time, then the Mayor or presiding

officer will decide who is entitled to the floor. No Commissioner may speak a second time on the same question if another Commissioner who has not spoken wishes to speak.

4. After a motion is made and seconded, then the Mayor or presiding officer will repeat the motion, name the motioner and the second and that becomes the official motion. After that time the floor is open for discussion among the commissioners. Discussion may not occur until a Commissioner has “obtained” the floor as described in rule two (2). After discussion is concluded among the Commission, then the question is open for public comment that shall be limited to four minutes per speaker and limited as to the number of speakers as the Mayor or presiding officer determines. At that time the question is once again open for discussion by the Commission. Public comment shall be directed to the Mayor or presiding officer. After discussion is concluded the Mayor or presiding officer will call the question and the vote will be taken. The result will be announced by the Mayor or presiding officer.

5. The section of the agenda “reports” is for the purpose of reporting an item. It is not for debate or discussion of issues or questions. The rule of thumb that applies is that “If the item is used to solicit a response or to engage in discussion then it is not a report”.

6. It is the right of any Commissioner who notices a breach of these rules to insist upon enforcement. In such case the Commissioner shall say “point of order” and shall be recognized immediately. The speaker will stop speaking immediately. The Commissioner shall then state the point of order. The Mayor or presiding officer will decide the point and will either allow the speaker to continue or not. If the Mayor or presiding officer so rules, then the speaker cannot continue without a two-thirds majority vote of the Commission.

7. Whenever papers or written correspondence are laid before the Commission, every member has a right to read them once before being asked to vote on them. A copy of any papers or written correspondence laid before the Commission shall be provided to the City Clerk for the record. A member of the City Commission does not have the right to read

third party papers without first getting permission from a majority of the Commission. The intent of this rule is to prevent surprises, anonymous letters or correspondence coming before the Commission without the Commission having necessary time to prepare a written response. The question upon granting such permission cannot be debated or amended.

8. Suspension of the rules: The rules of the Commission shall not be suspended except for a definite purpose and by a two-thirds vote of the Commission.

9. A motion to table a question takes precedence of all other subsidiary motions and yields to "Point of Order" motions only. It is not debatable and cannot be amended or have any subsidiary motions applied to it. A majority rules and the item may not be removed from the "table" without a majority vote. It remains tabled until the Commission votes to "take it from the table", unless specifically tabled to a date certain. A motion to table may be made at any point even up to the last vote.

10. When a motion is before the Commission and the mover wants to modify or withdraw it, the Chair should grant the permission if no one objects. If someone objects, then the Chair shall put the question to a vote.





## City of Bunnell, Florida

### Agenda Item No. H.2.

Document Date: 1/13/2023 Amount:  
Department: City Clerk Account #:  
Subject: Commissioner Appointments for Committees and Boards.  
Agenda Section: New Business:  
Goal/Priority: Organizational Excellence

#### **ATTACHMENTS:**

Description	Type
Current Appointments	Exhibit

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

The Commissioners volunteer to serve on various local committees and boards. These appointments are reviewed following an election to allow new Commissioners the chance to serve on one of these committees or boards.

#### **Background:**

The attached Exhibit is the list of current appointments.

The Commission needs to review the appointments and either confirm the appointments to each committee/board or appoint a new City Commissioner to serve on that committee/board.

#### **Staff Recommendation:**

None. The Commission determines who will serve on local committees and boards.

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

Approved

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

#### **City Manager Review/Recommendation:**

Approved.

## City Commission Committee/Board Appointments

APPOINTED COMMISSION MEMBER	COMMITTEE/BOARD NAME	MEETS	LOCATION
Mayor Robinson	Northeast Florida Regional Council	1 <sup>st</sup> Thursday of the Month; Bi-Monthly	Jacksonville
Mayor Robinson	Flagler League of Mayors	1 <sup>st</sup> Wednesday of the Month; Quarterly	Cities rotate hosting of meeting
Chief Brannon (by consensus of the Commission on 12/12/2022)	George Washington Carver Governance Board	3 <sup>rd</sup> Thursday of February, May, August and November	Carver Gym
Vice Mayor Rogers [Need a 2 <sup>nd</sup> Member]	School Concurrence Committee (City has 2 members)	Annually in June; 2023 Meeting set for June 8, 2023 at 2:00 PM	Government Services Complex, 1769 E. Moody Blvd
Commissioner Schultz	River to Sea TPO	4 <sup>th</sup> Wednesday each month	Daytona Beach
Vice Mayor Rogers	Family Life Board	Every Other Month; 12:00 PM	Family Life Center Offices
Mayor, Chair; Vice Mayor, Vice Chair; Commissioners, Members	CRA Board (Commissioners seated as members)	2 <sup>nd</sup> Monday in February prior to regular Commission Meeting at 6:30 PM; Annually until further notice	Chambers Meeting Room



## City of Bunnell, Florida

### Agenda Item No. H.3.

Document Date: 1/13/2023 Amount:  
Department: City Clerk Account #:  
Subject: Election of the Vice Mayor for the next 12 month period  
Agenda Section: New Business:

#### Summary/Highlights:

From the City Charter:

##### **Section 3.06(F)**

The Commission shall elect from among its members a Vice Mayor who shall preside at City Commission meetings in the absence of the Mayor. Election of the Vice Mayor shall be performed annually at the first regular Commission meeting in April.

#### Background:

During the March 2019 Charter Amendment, the citizens voted to approve the referendum that changed the election of the Vice Mayor to an annual election.

The Commission nominates a member of the serving Commissioners to serve as the Vice Mayor and vote on the nomination.

Commissioner Rogers was nominated from within the Commission in April 2022 and unanimously voted to serve as the Vice Mayor until April 2023.

#### Staff Recommendation:

None. This action is done by the Commission.

#### City Attorney Review:

#### Finance Department Review/Recommendation:

**City Manager Review/Recommendation:**

Approved.