

**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, September 11, 2023**

**7:00 PM**

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

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

**Roll Call**

**Invocation for our Military Troops and National Leaders**

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

**B.1.** Proclamation: National Black Business Month

**B.2.** Presentation to Reserve Detective Sergeant Harry Kuleski, Jr.

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

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

a. September 11, 2023 Warrant

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

a. August 17, 2023 City Commission Workshop Minutes

b. August 28, 2023 City Commission Meeting Minutes

**C.3.** Request Approval of Amended Interlocal Agreement between the City of Bunnell and Flagler County Board of County Commissioners for Enhanced 911 Addressing.

**C.4.** Request to appoint Janice Catoggio to fill the vacated alternate member seat of the Planning, Zoning and Appeals Board for the remainder of the term.

**C.5.** Request for a Letter of Support to Flagler County for their grant Application for their Nexus Center Project.

### **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 2023-18 Amending the Bunnell Code of Ordinance Section Section 50-13 Extra pick up service. - Second Reading
- E.2.** Ordinance 2023-09 Requesting to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - First Reading

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

- F.1.** Public Hearing: Resolution 2023-04 Adopting the Tentative Millage Rate for Fiscal Year 2023/2024
- F.2.** Public Hearing: Resolution 2023-05 Adopting the Tentative Budget for Fiscal Year 2023-2024

**G. Old Business: None**

**H. New Business:**

- H.1.** Request Approval of Contract 2023-17 with Environmental Land Services of Flagler County for Solid Waste Dumping Services.

**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 September 5, 2023***



## *Proclamation*

*WHEREAS, National Black Business Month is an annual observance that aims to highlight and support Black-owned businesses, entrepreneurs, and professionals, recognizing their significant role in driving economic growth, fostering innovation, and creating employment opportunities; and*

*WHEREAS, Black-owned businesses have historically faced systemic challenges and disparities, making it essential to raise awareness of their accomplishments and provide avenues for growth and prosperity; and*

*WHEREAS, the African American Entrepreneurs Association (AAEA) fosters economic development through entrepreneurship within the African American community through education, mentoring, workshops, and micro-financing opportunities; and*

*WHEREAS, the City of Bunnell acknowledges the critical importance of supporting Black entrepreneurs and businesses to ensure a thriving local economy and a more just society; and*

*WHEREAS, by commemorating National Black Business Month, the City of Bunnell reaffirms its commitment to fostering an inclusive environment that values diversity, encourages economic empowerment, and works towards eradicating inequities.*

*NOW, THEREFORE, we, the Bunnell City Commission do hereby proclaim August 2023 as "NATIONAL BLACK BUSINESS MONTH" in the City of Bunnell and remind all citizens to take part in celebrating the accomplishments of Black-owned businesses and entrepreneurs, and to actively support their growth and development.*

*Adopted this 11<sup>th</sup> day of September 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 9/11/2023

Type

Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT08109 - 09.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
<b>Vendor: American Family Life Assurance Company of Columbus</b>						
	09/01/2023	American Family Life Assuran...	August 2023	001-2185000	1,119.27	
		<b>Vendor American Family Life Assurance Company of Columbus</b>			<b>Total:</b>	<b>1,119.27</b>
<b>Vendor: Arrowhead Scientific, Inc.</b>						
	08/15/2023	Arrowhead Scientific, Inc.	Nark II	001-0521-521.5200	83.40	
		<b>Vendor Arrowhead Scientific, Inc. Total:</b>			<b>83.40</b>	
<b>Vendor: Boulevard Tire Center</b>						
	08/10/2023	Boulevard Tire Center	Flat tire repair	402-0534-534.4620	50.00	
	08/25/2023	Boulevard Tire Center	Flat tire	001-0549-549.4620	55.00	
		<b>Vendor Boulevard Tire Center Total:</b>			<b>105.00</b>	
<b>Vendor: Bunnell Auto Supply, Inc.</b>						
	07/31/2023	Bunnell Auto Supply, Inc.	LED Light	402-0534-534.4620	30.00	
	08/12/2023	Bunnell Auto Supply, Inc.	Replace air tank.	001-0541-541.4620	644.35	
	08/25/2023	Bunnell Auto Supply, Inc.	Gloves and Cleaner	001-0549-549.5200	129.99	
	08/28/2023	Bunnell Auto Supply, Inc.	Battery 642/Generator	001-0521-521.4620	304.42	
		<b>Vendor Bunnell Auto Supply, Inc. Total:</b>			<b>1,108.76</b>	
<b>Vendor: Charter Communications</b>						
	08/22/2023	Charter Communications	200 Tolman St	404-0535-535.4100	111.40	
		<b>Vendor Charter Communications Total:</b>			<b>111.40</b>	
<b>Vendor: Christopher Hughes</b>						
	08/01/2023	Christopher Hughes	Services for 5.19.23-8.3.23	001-0512-512.3401	504.00	
	08/01/2023	Christopher Hughes	Services for 5.19.23-8.3.23	001-0524-524.3401	245.00	
		<b>Vendor Christopher Hughes</b>			<b>Total:</b>	<b>749.00</b>
<b>Vendor: City of Bunnell - WS O&amp;M</b>						
	08/31/2023	City of Bunnell - WS O&M	01-0040-01 AUG 2023	001-0572-572.4300	392.45	
	08/31/2023	City of Bunnell - WS O&M	01-5270-01 AUG 2023	401-0533-533.4300	169.45	
	08/31/2023	City of Bunnell - WS O&M	02-2060-09 AUG 2023	001-0519-519.4300	249.46	
	08/31/2023	City of Bunnell - WS O&M	02-2070-07 AUG 2023	401-0533-533.4300	120.53	
	08/31/2023	City of Bunnell - WS O&M	02-2070-07 AUG 2023	404-0535-535.4300	120.53	
	08/31/2023	City of Bunnell - WS O&M	02-2080-08 AUG 2023	001-0519-519.4300	240.58	
	08/31/2023	City of Bunnell - WS O&M	02-2503-00 AUG 2023	404-0535-535.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	02-3191-00 AUG 2023	001-0541-541.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	03-0161-00 AUG 2023	404-0535-535.4300	84.85	
	08/31/2023	City of Bunnell - WS O&M	03-0320-01 AUG 2023	001-0572-572.4300	357.90	
	08/31/2023	City of Bunnell - WS O&M	03-0370-01 AUG 2023	001-0572-572.4300	654.80	
	08/31/2023	City of Bunnell - WS O&M	03-0545-00 AUG 2023	404-0535-535.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	03-1541-00 AUG 2023	404-0535-535.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	03-4991-00 AUG 2023	001-0541-541.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	03-5151-00 AUG 2023	001-0541-541.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	03-5191-00 AUG 2023	001-0572-572.4300	125.30	
	08/31/2023	City of Bunnell - WS O&M	03-5240-01 AUG 2023	404-0535-535.4300	380.85	
	08/31/2023	City of Bunnell - WS O&M	03-5260-01 AUG 2023	001-0541-541.4300	1,987.29	
	08/31/2023	City of Bunnell - WS O&M	04-0170-02 AUG 2023	404-0535-535.4300	84.85	
	08/31/2023	City of Bunnell - WS O&M	04-1140-01 AUG 2023	001-0572-572.4300	293.68	
	08/31/2023	City of Bunnell - WS O&M	04-2181-00 AUG 2023	404-0535-535.4300	85.14	
	08/31/2023	City of Bunnell - WS O&M	04-3031-00 AUG 2023	001-0541-541.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	04-3032-00 AUG 2023	404-0535-535.4300	84.95	
	08/31/2023	City of Bunnell - WS O&M	04-3360-01 AUG 2023	404-0535-535.4300	84.76	
	08/31/2023	City of Bunnell - WS O&M	06-0327-01 AUG 2023	404-0535-535.4300	84.85	
		<b>Vendor City of Bunnell - WS O&amp;M Total:</b>			<b>6,195.54</b>	

## Expense Approval Register

Packet: APPKT08109 - 09.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Colonial Life &amp; Accident Insurance Company</b>					
	08/03/2023	Colonial Life & Accident Insu...	August 2023	001-2185000	1,584.81
<b>Vendor Colonial Life &amp; Accident Insurance Company Total:</b>					<b>1,584.81</b>
<b>Vendor: Communications International, Inc.</b>					
	08/17/2023	Communications Internation...	Radar Certifications	001-0521-521.4620	197.00
<b>Vendor Communications International, Inc. Total:</b>					<b>197.00</b>
<b>Vendor: DG Hardware, Inc.</b>					
	08/23/2023	DG Hardware, Inc.	Brute 32 Gallon trash bin/out...	001-0572-572.4610	47.71
	08/29/2023	DG Hardware, Inc.	Magnum Lock	001-0521-521.5200	89.36
<b>Vendor DG Hardware, Inc. Total:</b>					<b>137.07</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	08/18/2023	Environmental Land Services...	Services for 8.11.23 - 8.17.23	402-0534-534.3400	4,719.19
<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>					<b>4,719.19</b>
<b>Vendor: Ferguson Waterworks #3650</b>					
	08/09/2023	Ferguson Waterworks #3650	Flags needed for locates	404-0535-535.5200	139.40
<b>Vendor Ferguson Waterworks #3650 Total:</b>					<b>139.40</b>
<b>Vendor: Flagler County Board of County Commissioners</b>					
	08/21/2023	Flagler County Board of Coun...	July 2023 Fuel	001-0521-521.5210	4,700.77
	08/21/2023	Flagler County Board of Coun...	Repairs for July 2023 & Labor	001-0521-521.4620	187.39
	08/21/2023	Flagler County Board of Coun...	Repairs for July 2023	001-0521-521.4620	17.09
	08/21/2023	Flagler County Board of Coun...	Repairs for July 2023	001-0521-521.4620	306.72
<b>Vendor Flagler County Board of County Commissioners Total:</b>					<b>5,211.97</b>
<b>Vendor: Flagler Humane Society</b>					
	08/31/2023	Flagler Humane Society	Shelter August 2023	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>					
	09/01/2023	Florida Health Care Plans, Inc.	T66 AAugust 2023	001-2184000	49,012.65
	09/01/2023	Florida Health Care Plans, Inc.	Retire August 2023	001-2184500	1,692.61
	09/01/2023	Florida Health Care Plans, Inc.	T 23 August 2023	001-2184000	3,489.92
<b>Vendor Florida Health Care Plans, Inc. Total:</b>					<b>54,195.18</b>
<b>Vendor: Galls Parent Holdings, LLC</b>					
	08/10/2023	Galls Parent Holdings, LLC	Belts for Wichman	001-0521-521.4800	138.24
<b>Vendor Galls Parent Holdings, LLC Total:</b>					<b>138.24</b>
<b>Vendor: Insight Direct USA, Inc</b>					
	03/14/2023	Insight Direct USA, Inc	NetMotion Software	001-0521-521.5230	2,750.00
<b>Vendor Insight Direct USA, Inc Total:</b>					<b>2,750.00</b>
<b>Vendor: KED Group, Inc.</b>					
	08/16/2023	KED Group, Inc.	Polimer for WWTP	404-0535-535.5200	4,232.00
<b>Vendor KED Group, Inc. Total:</b>					<b>4,232.00</b>
<b>Vendor: Liberty National Life Insurance</b>					
	09/01/2023	Liberty National Life Insurance	August 2023	001-2185000	770.80
<b>Vendor Liberty National Life Insurance Total:</b>					<b>770.80</b>
<b>Vendor: McGrath RentCorp and Subsidiaries</b>					
	08/19/2023	McGrath RentCorp and Subsidi...	24mth lease 8.19.23-9.17.23	001-0521-521.3400	1,885.70
<b>Vendor McGrath RentCorp and Subsidiaries Total:</b>					<b>1,885.70</b>
<b>Vendor: McMaster-Carr Supply Company</b>					
	08/18/2023	McMaster-Carr Supply Comp...	New Nuts, Bolts, and Gasket	401-0533-533.4640	108.11
<b>Vendor McMaster-Carr Supply Company Total:</b>					<b>108.11</b>
<b>Vendor: Michael Leo Dove</b>					
	08/24/2023	Michael Leo Dove	Services for 8.10.23-8.23.23	001-0524-524.3401	765.00
<b>Vendor Michael Leo Dove Total:</b>					<b>765.00</b>
<b>Vendor: Monro, Inc</b>					
	08/10/2023	Monro, Inc	315 recaps	402-0534-534.4620	1,416.00
	08/10/2023	Monro, Inc	315 duraseal x 2	402-0534-534.4620	1,192.58
<b>Vendor Monro, Inc Total:</b>					<b>2,608.58</b>

Expense Approval Register

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
<b>Vendor: Morris Long</b>						
	08/10/2023	Morris Long	Reimbursement courses	404-0535-535.5500	695.00	
					<b>Vendor Morris Long Total:</b>	<b>695.00</b>
<b>Vendor: PPLSI Legal Shield</b>						
	09/01/2023	PPLSI Legal Shield	August 2023	001-2185000	448.91	
					<b>Vendor PPLSI Legal Shield Total:</b>	<b>448.91</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>						
	08/17/2023	Rayco Funding & Developme...	Cleaned Dewatering Box	404-0535-535.3400	1,575.00	
					<b>Vendor Rayco Funding &amp; Development, Inc Total:</b>	<b>1,575.00</b>
<b>Vendor: SHI International Corp</b>						
	08/21/2023	SHI International Corp	Replacement Printer Finance	001-0516-516.5264	641.89	
					<b>Vendor SHI International Corp Total:</b>	<b>641.89</b>
<b>Vendor: SMA Healthcare Inc</b>						
	08/28/2023	SMA Healthcare Inc	Lunch- Annual Ethics Training	001-0511-511.4900	200.00	
					<b>Vendor SMA Healthcare Inc Total:</b>	<b>200.00</b>
<b>Vendor: Staples Credit Plan</b>						
	08/24/2023	Staples Credit Plan	HP Cratridge	001-0521-521.5100	51.75	
					<b>Vendor Staples Credit Plan Total:</b>	<b>51.75</b>
<b>Vendor: Staples Inc</b>						
	07/26/2023	Staples Inc	Contract Overages	001-0512-512.3400	222.16	
	07/26/2023	Staples Inc	Contract Overages	001-0513-513.3400	50.75	
	07/26/2023	Staples Inc	Contract Overages	001-0521-521.3400	111.90	
	07/26/2023	Staples Inc	Contract Overages	001-0524-524.3400	76.60	
					<b>Vendor Staples Inc Total:</b>	<b>461.41</b>
<b>Vendor: Staples, Inc</b>						
	08/18/2023	Staples, Inc	copy paper, lables, binder, ar...	001-0512-512.5100	199.56	
	08/22/2023	Staples, Inc	Large Binder clips, Copy Pape...	001-0521-521.5100	116.85	
					<b>Vendor Staples, Inc Total:</b>	<b>316.41</b>
<b>Vendor: Sun Country Termite &amp; Pest Control</b>						
	08/01/2023	Sun Country Termite & Pest ...	300 Tolman St	001-0541-541.3400	40.00	
	08/01/2023	Sun Country Termite & Pest ...	100 Utility Dr	401-0533-533.3401	30.00	
	08/01/2023	Sun Country Termite & Pest ...	200 Tolman St	404-0535-535.3400	30.00	
	08/01/2023	Sun Country Termite & Pest ...	405 E Drain	001-0572-572.3400	30.00	
	08/01/2023	Sun Country Termite & Pest ...	200 S church	001-0572-572.3400	37.00	
	08/01/2023	Sun Country Termite & Pest ...	604 E Moody	001-0519-519.3401	25.00	
	08/01/2023	Sun Country Termite & Pest ...	604 E Moody	001-0519-519.3401	25.00	
	08/01/2023	Sun Country Termite & Pest ...	1769 Moody PD	001-0519-519.3401	50.00	
	08/01/2023	Sun Country Termite & Pest ...	604 E Moody	401-0533-533.3401	12.50	
	08/01/2023	Sun Country Termite & Pest ...	604 E Moody	404-0535-535.3400	12.50	
					<b>Vendor Sun Country Termite &amp; Pest Control Total:</b>	<b>292.00</b>
<b>Vendor: Tara A. Fisher</b>						
	08/02/2023	Tara A. Fisher	WTP A/C service call	401-0533-533.4640	72.00	
					<b>Vendor Tara A. Fisher Total:</b>	<b>72.00</b>
<b>Vendor: Terry Taylor Ford Company</b>						
	08/25/2023	Terry Taylor Ford Company	Oil Change 1903	001-0521-521.4620	49.99	
					<b>Vendor Terry Taylor Ford Company Total:</b>	<b>49.99</b>
<b>Vendor: The CNC Pros</b>						
	08/29/2023	The CNC Pros	Glock MOS to Holosun	001-0521-521.5200	792.00	
					<b>Vendor The CNC Pros Total:</b>	<b>792.00</b>
<b>Vendor: The Gaboton Group, LLC</b>						
	08/31/2023	The Gaboton Group, LLC	Retainer September	001-0511-511.3100	2,000.00	
					<b>Vendor The Gaboton Group, LLC Total:</b>	<b>2,000.00</b>
<b>Vendor: Trailco Group, Inc</b>						
	09/01/2023	Trailco Group, Inc	September Rent Unit 4/5/6	001-0519-519.4400	1,680.00	
	09/01/2023	Trailco Group, Inc	September Rent Unit 4/5/6	401-0533-533.4400	420.00	

## Expense Approval Register

Packet: APPKT08109 - 09.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/01/2023	Trailco Group, Inc	September Rent Unit 4/5/6	404-0535-535.4400	420.00
				<b>Vendor Trailco Group, Inc Total:</b>	<b>2,520.00</b>
<b>Vendor: Tyler Technologies</b>					
	09/01/2023	Tyler Technologies	Online training/CD/Utilities ...	001-0524-524.5230	1,987.50
	09/01/2023	Tyler Technologies	Online training/CD/Utilities ...	401-0533-533.4900	777.33
	09/01/2023	Tyler Technologies	Online training/CD/Utilities ...	402-0534-534.4900	777.34
	09/01/2023	Tyler Technologies	Online training/CD/Utilities ...	404-0535-535.4900	777.34
				<b>Vendor Tyler Technologies Total:</b>	<b>4,319.51</b>
<b>Vendor: UniFirst Corporation</b>					
	08/16/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	29.04
	08/16/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	6.49
	08/16/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.40
	08/16/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	22.08
	08/16/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	35.93
	08/16/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	17.93
	08/16/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	195.83
				<b>Vendor UniFirst Corporation Total:</b>	<b>328.70</b>
<b>Vendor: USAbLe Life</b>					
	08/25/2023	USAbLe Life	September 2023	001-2184000	350.72
				<b>Vendor USAbLe Life Total:</b>	<b>350.72</b>
<b>Vendor: Verizon Wireless</b>					
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0512-512.4100	80.56
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0513-513.4100	40.28
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0516-516.4100	45.28
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0516-516.5264	1,479.95
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0521-521.4100	1,603.12
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0524-524.4100	257.70
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0541-541.4100	122.08
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0549-549.4100	1,719.62
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	001-0572-572.4100	1,141.26
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	401-0533-533.4100	532.73
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	401-0533-533.5205	32.50
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	401-0533-533.5264	325.00
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	402-0534-534.4100	192.98
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	404-0535-535.4100	442.71
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	404-0535-535.5200	32.50
	08/13/2023	Verizon Wireless	Service from 7.14.23-8.13.23	404-0535-535.5264	325.00
				<b>Vendor Verizon Wireless Total:</b>	<b>8,373.27</b>
<b>Vendor: Vision Service Plan</b>					
	08/18/2023	Vision Service Plan	VSP August 2023	001-2184000	1,329.01
				<b>Vendor Vision Service Plan Total:</b>	<b>1,329.01</b>
<b>Vendor: Wells Fargo Financial Leasing, Inc</b>					
	08/17/2023	Wells Fargo Financial Leasing,...	Contract 450-7740208-004 - ...	001-0512-512.4400	111.00
	08/17/2023	Wells Fargo Financial Leasing,...	Contract 450-7740208-004 - ...	001-0513-513.4400	110.99
	08/17/2023	Wells Fargo Financial Leasing,...	Contract 450-7740208-004 - ...	001-0521-521.4400	110.99
	08/17/2023	Wells Fargo Financial Leasing,...	Contract 450-7740208-004 - ...	001-0524-524.4400	110.99
	08/28/2023	Wells Fargo Financial Leasing,...	Contract 450-0047920-000 9...	001-0541-541.4400	37.65
	08/28/2023	Wells Fargo Financial Leasing,...	Contract 450-0047920-000 9...	401-0533-533.4400	37.66
	08/28/2023	Wells Fargo Financial Leasing,...	Contract 450-0047920-000 9...	404-0535-535.4400	37.66
				<b>Vendor Wells Fargo Financial Leasing, Inc Total:</b>	<b>556.94</b>
<b>Vendor: Zev Cohen &amp; Associates, Inc.</b>					
	09/02/2023	Zev Cohen & Associates, Inc.	Services Through July 2023	001-0524-524.3400	3,263.51
				<b>Vendor Zev Cohen &amp; Associates, Inc. Total:</b>	<b>3,263.51</b>
				<b>Grand Total:</b>	<b>119,687.44</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	98,326.28
401 - WATER	2,673.74
402 - SOLID WASTE	8,396.02
404 - SEWER	10,291.40
<b>Grand Total:</b>	<b>119,687.44</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0511-511.3100	Professional Services Ex...	2,000.00
001-0511-511.4900	Other Current Chgs & Ob...	200.00
001-0512-512.3400	Other Contracted Servic...	222.16
001-0512-512.3401	Fire Inspection Exp.	504.00
001-0512-512.4100	Communications Expense	80.56
001-0512-512.4400	Rentals/Leases	111.00
001-0512-512.5100	Office Supplies Expenses	199.56
001-0513-513.3400	Other Contract Services	50.75
001-0513-513.4100	Communications Expense	40.28
001-0513-513.4400	Rental / Lease Expense	110.99
001-0516-516.4100	Communications Expense	45.28
001-0516-516.5264	Small Equipment	2,121.84
001-0519-519.3401	Other Contractual Servic...	100.00
001-0519-519.4300	Utilities	490.04
001-0519-519.4400	Rental/Lease	1,680.00
001-0521-521.3400	Other Contract Services	1,997.60
001-0521-521.4100	Communications Expense	1,603.12
001-0521-521.4400	Rental / Lease Expense	110.99
001-0521-521.4620	Repair / Maint - Vehicles	1,062.61
001-0521-521.4800	Advertising / Promo Exp...	138.24
001-0521-521.5100	Office Supplies Expenses	168.60
001-0521-521.5200	Operating Supplies	964.76
001-0521-521.5210	Fuel	4,700.77
001-0521-521.5230	Software	2,750.00
001-0524-524.3400	Other Contract Services	3,340.11
001-0524-524.3401	Bldg / Fire Inspection Exp..	1,010.00
001-0524-524.4100	Communications Expense	257.70
001-0524-524.4400	Rental / Lease Expense	110.99
001-0524-524.5230	Software	1,987.50
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	122.08
001-0541-541.4300	Utility - Public Services	2,326.33
001-0541-541.4400	Rental / Lease Expense	37.65
001-0541-541.4620	Repair / Maint - Vehicles	644.35
001-0541-541.5220	Uniforms Exp	29.04
001-0549-549.4100	Communications	1,719.62
001-0549-549.4620	Repair/Maint - Vehicles	55.00
001-0549-549.5200	Operating Supplies	129.99
001-0549-549.5220	Uniforms	6.49
001-0562-562.3402	Humane Society Contract	2,134.00
001-0572-572.3400	Other Contract Services	67.00
001-0572-572.4100	Communications Expense	1,141.26
001-0572-572.4300	Utility - Public Services	1,824.13
001-0572-572.4610	Repair / Maint - Bldgs	47.71
001-0572-572.5200	Operating Supplies	21.40
001-0572-572.5220	Uniforms Exp	22.08
001-2184000	Med/Health Employee Li...	54,182.30
001-2184500	Retiree Medical	1,692.61
001-2185000	125 Plans Employee Pay...	3,923.79
401-0533-533.3401	Other Contract Services	42.50
401-0533-533.4100	Communications Expense	532.73

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
401-0533-533.4300	Utility - Public Services	289.98
401-0533-533.4400	Rental / Lease Expense	457.66
401-0533-533.4640	Repair / Maint - Equipm...	180.11
401-0533-533.4900	Other Current Chgs & Ob...	777.33
401-0533-533.5205	Operating Supplies Exp -...	32.50
401-0533-533.5220	Uniforms Exp	35.93
401-0533-533.5264	Small Equipment Purcha...	325.00
402-0534-534.3400	Other Contract Services -...	4,719.19
402-0534-534.4100	Communications - Solid...	192.98
402-0534-534.4620	Repair/Maint Vehicles - ...	2,688.58
402-0534-534.4900	Other Current Charges - ...	777.34
402-0534-534.5220	Uniforms - Solid Waste	17.93
404-0535-535.3400	Other Contractual Servic...	1,617.50
404-0535-535.4100	Communications	554.11
404-0535-535.4300	Utilities	1,265.06
404-0535-535.4400	Rentals/Leases	457.66
404-0535-535.4900	Other Current Charges &...	777.34
404-0535-535.5200	Operating Supplies	4,403.90
404-0535-535.5220	Uniforms	195.83
404-0535-535.5264	Small Equipment	325.00
404-0535-535.5500	Training	695.00
	<b>Grand Total:</b>	<b>119,687.44</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	119,687.44
<b>Grand Total:</b>	<b>119,687.44</b>



## City of Bunnell, Florida

### ATTACHMENTS:

Description	Type
Proposed Minutes	Minutes
Statement- Gail Lambert	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 Workshop Minutes-  
Proposed Budget General Fund FY2023/2024  
Monday August 17, 2023  
6:00 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**

Mayor Robinson called the meeting to order at 6:00 PM and led the Pledge to the Flag.

**B. Roll Call (Present):** Mayor Catherine D. Robinson; Vice Mayor Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Manager Alvin Jackson, Jr.; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; Community Development Director Bernadette Fisher; City Engineer Marcus DePasquale; Chief David Brannon; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

**C. Presentation**

**C.1. Fiscal Year 2023/2024 General Fund Tentative Budget Discussions**

Finance Director Moss went through a presentation regarding the General Fund. Included in the presentation was information on how to read the property tax bills and a comparison of some tax bills showing the proposed .1/2 mil increase and how much a tax bill would increase just on the increased assessed property values and with the 1/2 mil increase to the Bunnell rate.

Commissioner Young asked if any funds would be left over from this year. Finance Director Moss stated we would not know if there will be any carry over budget until the end of August or September.

Mayor Robinson asked if there were grants to assist cities becoming ADA compliant. City Clerk Bates stated the City continually looks for these, but most authorities feel it is the responsibly of the local government. City Manager Jackson also confirmed this is now one of those unfunded mandates on government and is something to be addressed to receive grants like CDBG.

Vice Mayor Rogers noted if the City did not increase the millage, it would not be able to function and level of services could be affected. He stated when the City sees a 26% increase in the insurance with no claims it is difficult to operate without an increase.

Commissioner Schultz stated she went through the budget with a fine-toothed comb and praised staff for their hard work on the budget because she knows it was hard to prepare something operating at the basics. Commissioner Schultz stated she was the last person to want to increase taxes, but also does not want the level of service to be cut either.

Commissioner Young reminded everyone the City needs to have funds available for emergencies.

Mayor Robinson said the .5 mil increase doesn't cover the rise in costs the City has no control over such as insurance costs, FRS and the salaries to the Police Department. This budget is all about safety and continuing services. She stated there is not much the City can do when faced with unfunded mandates.

**Public Comments**

Richard Scott (Fairway Court) stated he appreciated the Board reducing the proposed millage rate from 1 to .5 increase. He said after seeing the presentation he understands why the City is between a rock and a hard place and noted the Police Department was the largest expense to the City. He stated the Police Department does a great job but suggested they become more aggressive handing out citations which might create some revenue to cover their operations. He stated the public may be interested in helping with recreational needs or there might be some corporate donations to make changes to the parks. He understands the City does not have anywhere to make more cuts in the budget and appreciates all the efforts of the City to keep costs down as much as possible.

Mayor Robinson stated there are numerous properties that do not pay taxes such as churches and government properties within the City limits or even though whose exemptions exceed the assessed value of their home. She stated many citizens did not fully understand their tax bills, especially when it comes to CDDs and the exemptions they get through portability or homestead, etc. which further reduce the taxes collected for use to provide services to the citizens.

Mayor Robinson recognized the staff for the hard work they did to balance the budget and to be sure to cover essential items while addressing rising costs too.

**D. Call for Adjournment**

**Motion:** Adjourn

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Meeting Adjourned:** 6:53 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\*\****

**Gail Lambert**

210 Grand Reserve Drive, Bunnell FL 32110 (2018-present)  
404.771.2082 [gib.deerrun20@gmail.com](mailto:gib.deerrun20@gmail.com)

**City of Bunnell 2023/24 Budget – Millage rate increase**

Unfortunately, I have not been able to attend the Commission meetings regarding the budget and am also unable to attend the budget meeting tonight, but I have read the minutes of the meetings. As a result, I have decided to email you expressing my disappointment with the decision to raise the millage rate for COB. At the July 24<sup>th</sup> meeting I understand the max millage rate of 8.43 mil was approved and at a subsequent meeting it was reduced to ½ mil to 7.93.

I would like to reiterate Mr Scott's comments: -

With property values increasing and more houses being built in Grand Reserve, the City should be getting the revenue it needs to operate with little to **no** millage increase. He advised Palm Coast actually rolled back their rate and while they may be a bigger jurisdiction, they still did it. He stated Bunnell needs to learn to live on its existing revenue. The residents in Grand Reserve pay a lot of money to live there. He feels raising taxes will hinder growth and stop people moving to the City.

As Mr Scott has said Palm Coast's proposed MR is 4.61 and I understand it generates more revenue, but Flagler Beach's proposed MR is 5.45, a city that has very little business. COB is proposing an increase in the millage rate when the services are not of the quality of PC or FB and we have seen no improvement to the infrastructure with previous increases. Also, it seems there is a proposal to increase the waste disposal rate. Why not look at reducing the service (if it far exceeds other surrounding city's service) and maintain the rate, although I agree the rate has not increased in 5 years of living here. I would support this increase if there was no increase in the millage rate! New City Halls and Police Stations and Libraries are being built before replacing aging infrastructure. When the water treatment is as poor as it is (as well as other services) to the point everyone in Grand Reserve has their own whole house water softener and filtration system, this doesn't look great to new residents who are simply going to move to neighboring cities, rather than suffer increasing costs for no return.

Grand Reserve is one of the main sources of tax revenue for COB and as a Deer Run CDD board member, I understand budgets and the need to work within them. Grand Reserve is a developing community and is facing 20-28% increases annually largely due to no support from COB and DR Horton with regard to old aging infrastructure. We have a new development that has old crumbling roads, and a defunct irrigation system and residents are left to pick up the pieces financially. This is wrong!

So, you are expecting your largest tax contingency to absorb CDD increases, COB tax increases, waste service increase while neighboring cities' costs are much lower. Most Grand Reserve residents are disgruntled and once the economy improves, many will move should this situation continue, including myself!



## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Proposed Minutes

Type  
Minutes

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## BUNNELL CITY COMMISSION MEETING

Monday, August 28, 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 6:58 PM and led the Pledge to the Flag.

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

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

Daisy Henry led the invocation.

\*\*\* City Manager Jackson asked to walk two items onto the Agenda: 1) Resolution 2023-06 State of Emergency; 2) Approval of and Signature of Contract for FDLA award #5R188.

**Motion:** Add both items to the Agenda.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried Unanimously

### Resolution 2023-06 Approval of State of Emergency for Tropical Storm/Hurricane Idalia.

City Attorney Waters read the short title into the record.

**Motion:** Adopt Resolution 2023-06 State of Emergency for Tropical Storm/Hurricane Idalia

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously



**Approval of and Signature of Contract for FDLA award #5R188.**

Chief Brannon presented the item to the Board. The funds will be used to replace old radar equipment and additional speed detection equipment; the grant amount is \$68,000.00

**Motion:** Approve Contract for FDLA award #5R188.

**Motion by:** Commissioner Schultz

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

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

**B.1. Proclamation: National Recovery Month**

Mayor Robinson read the proclamation into the record. Pam Birtolo, Executive Director of Flagler OARS, accepted the Proclamation.

**B.2. Proclamation: Overdose Awareness Day**

Mayor Robinson read the proclamation into the record.

**B.3. Proclamation: Remembrance Day**

Mayor Robinson read the proclamation into the record. Mayor Robinson stated following 9/11, she felt compelled to serve her community and returned to serving on the Commission; she voiced her appreciation of those serving in the military and first responders who put their lives in danger every day.

**B.4. Presentation: Joe Vece, 9/11 Memorial Ride**

Mayor Robinson told the public if you have not attended the 9/11 Memorial Ride event, you have missed a blessing. She asked Mr. Vece and his group to come forward to the podium. Vice Mayor Rogers stated the Commission wanted to honor Mr. Vece and his organization for the work they have done over the decades for the entire County and read a statement about the work of Mr. Vece and Red Knights Inferno Motorcycle Club of Palm Coast.

**B.5. Presentation: Flagler OARS (Pam Birtolo, Executive Director)**

Pam Birtolo, Executive Director Flagler OARS, presented a PowerPoint about the work Flagler OARS does in the community. They provide education, policy advocacy, peer services and outreach.

**B.6. Presentation: Officer of the 2nd Quarter 2023**

Chief Brannon presented Officer Scalf with the Officer of the Quarter; he is a valuable member of the Police Department and assists the department on all levels.

**C. Consent Agenda:**

**C.1. Approval of Warrant**

**a. August 28, 2023 Warrant**

**C.2. Approval of Minutes**

**a. August 14, 2023 City Commission Meeting Minutes**

**C.3. Request Approval of a MOU with the International Union of Police Associations (IUPA) Regarding Manager Evaluations.**

**C.4. Request Approval of a Lease Agreement for 604 E. Moody Blvd.  
Suite 3**

**C.5. Request Approval of Agreement with Axon**

**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.**

Daisy Henry – (E Drain St.) request Code Enforcement visit the shop by Rogers Towing at the strip mall. The store is an eyesore. She asked if the information she provided at the previous meeting had been reviewed. She feels as the City is one of the agencies to provide money for the Carver Gym, it should ask questions about the plans and operations of the gym; she does not like what is going on at this time about changing things at the Carver Gym. She stated the gym is they only historical building left of the black schools and she does not want the gyn to lose its identity.

Mayor Robinson asked staff to respond.

City Manager Jackson said the Gym is owned by Flagler County. The County and School Board are working on drafting an Interlocal Agreement (ILA). Parties from the County, School Board, Governance Board, Police Athletic League and the City have been asked to provide input for the ILA. Chief Brannon will provide comments on behalf of the City. Mayor Robinson stated no one would want the Carver Gym to lose its identity or historical legacy.

**E. Ordinances: (Legislative):**

**E.1. Ordinance 2023-15 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "Mixed Use: Low Intensity" to City of Bunnell "Commercial-Medium" Future Land Use designation. – Second Reading**

City Attorney Waters read the short title into the record.

**Motion:** Adopt Ordinance 2023-15 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "Mixed Use: Low Intensity" to City of Bunnell "Commercial-Medium" Future Land Use designation. - Second Reading

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** Mayor Robinson asked for clarification for the public between the mixed low density to Commercial Medium as far as Flagler County to Bunnell. Community Development Director Fisher stated this is the City equivalent to the County designation.

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.2. Ordinance 2023-16 Request to change the official zoning map of the City of Bunnell for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District". - Second Reading**

City Attorney Waters read the short title into the record.

**Motion:** Adopt Ordinance 2023-16 Request to change the official zoning map of the City of Bunnell for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District". - Second Reading

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.3. Ordinance 2023-17 Amending the Capital Improvements Element of the 2035 Comprehensive Plan - Second Reading**

City Attorney Waters read the short title into the record.

**Motion:** Adopt Ordinance 2023-17 Amending the Capital Improvements Element of the 2035 Comprehensive Plan – Second Reading

**Motion by:** Commissioner Schultz

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.4. Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section 50-13 Extra pick-up service. - First Reading**

City Attorney Waters read the short title into the record.

**Motion:** Approve Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section 50- 13 Extra pick-up service. - First Reading

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

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

**F.1. Resolution 2023-03 Amending the City Solid Waste Rates.**

City Attorney Waters read the short title into the record. City Clerk Bates explained the proposed fee schedule. Based on the discussions at the August 7, 2023 Workshop, residential rates have been increased to \$32.00 per month with no change in service, commercial rates have been increased 15% and residential customers will be charged for all bulk pick-up.

**Motion:** Adopt Resolution 2023-03 Amending the City Solid Waste Rates.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** Commissioner Schultz asked for clarification and if the rates would bring the City away from using reserves. City Clerk Bates stated the rates recommended by the Commission at the workshop still cause the City to use about \$60,000.00 in reserves, but they were hoping the charges being made to charge for bulk pick-ups will help make the deficit lower. Commissioner Young expressed his disappointment as he thought \$32 for residential services would have taken the City out of the red. Vice Mayor Rogers stated he also thought this was the magic number and was not happy.

**Public Discussion:** Daisy Henry asked for a copy of the fee schedule. David Williams would also like a copy of the fees and asked how a cubic yard is measured to determine how bulk will be charged.

**Vote:** Motion passed 4 to 1

**Yea:** Mayor Robinson; Vice Mayor Rogers; Commissioner Schultz; Commissioner Gordon

**Nay:** Commissioner Young

## **G. Old Business: None**

## **H. New Business:**

### **H.1. 2024 Northeast Florida Regional Council Legislative Priorities**

City Manager Jackson presented the item to the Board. Based on City needs, staff recommended the City provide three items- Wastewater Treatment Plant and Collections Projects, Wastewater Treatment Plant and Distribution Projects, and Restoration of the Historic City Hall.

**Motion:** Approve the recommended projects for inclusion in the 2024 Legislative Priorities.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

### **H.2. Request Permission to Authorize Staff to Proceed with Contract Negotiations for RFP 2023-02 For MSW Class 1/Class 111/Landfill/C&D/MRF Recycling Service/Yard Waste/ Recycling/ Solid Waste Transfer/Transportation & Disposal Services**

City Clerk Bates presented the item to the Board. The City's current contact for dumping of solid waste, recycling and yard waste expires at the end of September; in order to have locked in rates for dumping the City needs a new contract. In accordance with purchasing policy, a Request for Proposal was issued. The Selection Committee met and is recommending the City obtain contacts with both bidders so the City has alternatives for dumping and disposing of items collected by the Solid Waste Department.

**Motion: approve to** Proceed with Contract Negotiations for RFP 2023-02 For MSW Class 1/Class 111/Landfill/C&D/MRF Recycling Service/Yard Waste/ Recycling/ Solid Waste with both bidders

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** Mayor Robinson asks if there would be opportunity for Recycling. City Clerk Bates responded as the industry changes, both bidders are

willing to work with the City on the types of items collected for recycling. Mayor Robinson wanted to go on recorded she does not want to get rid of the City's Solid Waste Services. City Clerk Bates advised this is for dumping services only as the current contract expires at the end of September.

**Public Discussion:** None

**Vote:** Motion carried unanimously

### **H.3. Request Approval of Contracts 2023-09, 2023-13, 2023-14 and 2023-15 for Continuing Professional Infrastructure Engineering Services**

Infrastructure Director Vost presented the items to the Board. These are the remaining contracts negotiated based on the Request for Qualifications issued by the City.

**Motion:** Approve Contracts 2023-09, 2023-13, 2023-14 and 2023-15 for Continuing Professional Infrastructure Engineering Services

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Vote:** Motion carried unanimously

## **I. Reports:**

- **City Clerk** – reminded all the Ethics Training will be held on September 6<sup>th</sup>.
- **Police Chief**- None
- **City Attorney**- None
- **City Manager**- Reported an emergency purchase order for a baffle curtain was needed in the amount of \$28,110.00. He also advised everyone the City Manager Report has been published; this report contains very good information about what is going on within the City. The City is applying for a grant for a generator for the new complex and the deadline is tomorrow. The City Manager needs approval from the Board to sign the application.
  - Motion:** Approve the City Manager to sign the grant application.
  - Motion By:** Commissioner Schultz
  - Second By:** Vice Mayor Rogers
  - Vote:** Motion carried unanimously
- **Mayor and City Commissioners**
  - **Commissioner Schultz** – thanked staff for all the hard work put into drafting proposed budgets. Wished everyone a safe holiday weekend.
  - **Commissioner Gordon** – None
  - **Commissioner Young** –provided an update on the School Oversight Committee meeting he attended with Vice Mayor Rogers. He asked staff to put the matter on an agenda for the Commission to formally hear so any questions or information can be gathered to be taken back to the Oversight Committee.
  - **Vice Mayor Rogers**- discussed the School Oversight Committee meeting. The School Board has funds which need to be utilized or they may have to be refunded.
  - **Mayor Robinson** – reported she attended a community meeting in Grand Reserve with Chief Brannon. A discussion on tax bills was had which also included the CDD fees and HOA fees which the City has no control over.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Vice Mayor Rogers

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 8/14/2023 Amount:  
Department: City Clerk Account #:  
Subject: Request Approval of Amended Interlocal Agreement between the City of Bunnell and Flagler County Board of County Commissioners for Enhanced 911 Addressing.  
Agenda Section: Consent Agenda:  
Goal/Priority: Quality of Life, Organizational Excellence

#### **ATTACHMENTS:**

Description	Type
Proposed ILA	Contract

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

This is a request to approve an amended Interlocal Agreement (ILA) for Enhanced 911 Addressing.

#### **Background:**

In 2017 the City entered into an ILA with the Flagler County Board of County Commissioners for 911 Addressing.

This agreement is in need of amending as some of the language is outdated. There are no substantive changes to the responsibilities already being carried out by the City or the County.

#### **Staff Recommendation:**

Approval of Amended Interlocal Agreement between the City of Bunnell and Flagler County Board of County Commissioners for Enhanced 911 Addressing.

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

Approved

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

**City Manager Review/Recommendation:**

Approved.



**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BUNNELL AND THE FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS FOR ENHANCED 911 ADDRESSING**

**THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT** (“Agreement”) is made and entered by and between the City of Bunnell, Florida, a Florida municipal corporation (hereinafter “City”), and Flagler County, Florida, a political subdivision of the State of Florida (hereinafter “County”), collectively referred to as the “parties”. This Agreement replaces the prior agreement entered into by the parties and recorded at book 2196 and page 1823, on April 4, 2017.

**WITNESSETH:**

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, local governmental units may enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Flagler County; and

**WHEREAS**, the County maintains the Enhanced 911 (E911) system and the 911 Automatic Location Identification (ALI) Database on behalf of both the incorporated and unincorporated areas of Flagler County; and

**WHEREAS**, the County’s E911 Coordinator, pursuant to Section 365.171(4), Florida Statutes, and Chapter 60FF, Florida Administrative Code, oversees and coordinates the official addressing and street naming duties of the unincorporated and incorporated areas of the County; and

**WHEREAS**, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services; and

**WHEREAS**, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect, duplicate or incomplete addresses can be reduced.

**NOW THEREFORE**, the parties hereto agree to assist the other party pursuant to the following provisions:

**Section 1. Purpose and Intent of Agreement**

To better serve the citizens of Flagler County and reduce the possibility of a delay in the delivery of emergency services due to a lack of uniformity in addressing, the City and County agree there is a need to establish a single authority in the assignment of addresses and street names within their jurisdictions. The E911 Coordinator already maintains addressing information for unincorporated Flagler County, the parties agree that the E911 Coordinator be the single authority for assigning addresses and street names within the parties’ jurisdictions.

**Section 2. Duties**

- (A) The E911 Coordinator will coordinate and oversee all tasks related to updating the E911 ALI Database, the Master Street Address Guide, and all other necessary tasks required to maintain E911 emergency location system integrity.

(B) The County and the City will distribute notices to all affected residents within the City's jurisdiction concerning any changed addresses with instructions to post and begin using the new addresses, in accordance with Flagler County Code Chapter 24, Article II, and City of Bunnell Code Chapter 18, Article III.

(C) Flagler County will provide the following addressing support at no cost to the City:

1. Process all addressing requests, concerns, questions, and inquiries from the City's residents when possible and refer them to the City when additional research or information may be needed.
2. Ongoing addressing review and approval or denial of street naming for new development(s).
3. Ongoing maintenance of mapping and addressing files.
4. The County, pursuant to Flagler County Code Chapter 24, Article II, will provide necessary notification letters to E911 address requestors conforming or denying the issuance of an E911 address with notification to the City's addressing database manager.

(D) The City hereby agrees to submit to the E911 Coordinator the following information and documentation in support of the ongoing tasks noted in Paragraph (C) above:

1. One (1) copy of each of the City's municipal ordinance(s) involving annexation and de-annexation of property within ten (10) business days after final adoption.
2. One (1) copy of all proposed or preliminary plats, in electronic format when available, for the purpose of approving or denying official roadway names thereon within ten (10) business days of receipt.
3. One (1) copy of all final, approved plats, in electronic format when available, for the purpose of affixing official addresses thereon within ten (10) business days of final approval. (Note – most of the City is platted, new residences typically arise by building permits within antiquated subdivisions and through properties sold by metes and bounds and then developed.)
4. One (1) copy of any official roadway closing/vacation of City right-of-way and/or alleys or extensions within ten (10) business days after final approval.

(E) The E911 Coordinator will work in cooperation with the City and any concerned subcontracts, as well as with the County Property Appraiser, County Public Works, and any other necessary offices or agencies in implementing and maintaining the addressing system.

- (F) The City and County hereby agree that address changes, including changes to the house numbers and to the street, as well as the initial street naming process will first be routed to and coordinated through the City as a central point of contact for properties within the City's jurisdiction.
- (G) The City will work in cooperation with the County for all address assignments and changes as well as all street assignments and changes to ensure that no duplicate or incorrect address becomes a part of the Uniform 911 Addressing System.
- (H) The City and County hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the Uniform 911 Addressing System as implemented in unincorporated Flagler County whenever possible throughout the City.

### **Section 3. Financial Support of Parties**

- (A) Flagler County will be responsible for personnel, notification, and equipment costs related to the Agreement.
- (B) Subject to the limitations of Section 768.28, Florida Statutes, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.
- (C) All costs associated with the operation of equipment and supplies shall be the responsibility of the acting party unless otherwise stated herein or agreed upon in writing between the parties.

### **Section 4. Liabilities and Responsibilities of Parties**

- (A) Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, on the part of either party to this Agreement.
- (B) Neither party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or the other party's respective officers or employees.
- (C) Each party hereto will maintain their own liability insurance and worker's compensation for their employees.

### **Section 5. Term of Agreement**

The term of this Agreement shall begin on the date the agreement is recorded with the Clerk of the Court in accordance with Section 163.01(11), Florida Statutes, and shall remain in effect until terminated by either party. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party as provided in Section 6. herein.

### **Section 6. Notice**

Any notice or correspondence required under this Agreement shall be provided in writing to the other party's addressing authority at the following address:

Flagler County  
County Administrator  
1769 E. Moody Blvd.  
Bunnell, FL 32110

City of Bunnell  
Bunnell City Manager  
PO Box 756 (604 E. Moody Blvd Suite 6)  
Bunnell, FL 32110

**Section 7. Modifications**

This Agreement may be modified by either party provided the modification is done in writing and agreed to and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gregory L. Hansen, Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court & Comptroller

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronda L. Moore, Assistant County Attorney

**CITY OF BUNNELL, FLORIDA**

ATTEST:

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

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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



## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 8/18/2023 Amount:  
Department: Community Development Account #:  
Subject: Request to appoint Janice Catoggio to fill the vacated alternate member seat of the Planning, Zoning and Appeals Board for the remainder of the term.  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Volunteer Board Application ~ Janice Catoggio	Exhibit

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

This is a request to appoint Janice Catoggio as an alternate member of the Planning, Zoning and Appeals Board for the remainder of the vacated position.

#### **Background:**

The Board's previous alternate member that was appointed at the beginning of 2023 is now a regular member of the Board, thus leaving the alternate position vacant and in need of filling.

Based on Sec. 2-82 in the Land Development Code (LDC), Janice qualifies to be a regular member/alternate for the Planning, Zoning and Appeals Board as she is a current business owner in the City and has been for the past five (5) years which is located at 111 North State Street. She currently resides in Palm Coast, Florida. She has attended at least eight (8) City of Bunnell public meetings in the past two (2) years but has never served on any of the City's boards/committees.

#### **Staff Recommendation:**

Approve Janice Catoggio to serve as an alternate PZA Board Member for the remainder of the vacated alternate seat term until January 2026.

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

Approved

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

**City Manager Review/Recommendation:**



# VOLUNTEER BOARD OR COMMITTEE APPLICATION

(Please fill out form completely)

Name: Janice Catoggio

Physical address (home or business if business owner):  
111 North State Street, Bunnell FL 32110

Mailing address: 35 Wood Haven Drive, Palm Coast FL

Best Contact Phone #: 386 503-4058

E-Mail: jpb723@gmail.com

Occupation: owner

Are you registered to vote in the City of Bunnell? Yes  No

# of years a City resident: \_\_\_\_\_ I: Own  or Rent

# of years Bunnell Business owner: 5

My Business is in the City Yes  No

I Own  Rent  the property where my business is located.

### Board/Committee/Task Force applying for:

- Citizens Advisory Task Force
- Code Enforcement Board
- \_\_\_\_\_
- Planning, Zoning & Appeals Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this advisory committee: My qualifications are based on my life experiences. Over the years I have provided team leadership, holding people accountable using inexpensive methods for fine results. It's about taking these qualities and enforcing Bunnell technical codes and ordinances legally.

i have attended 8 City meetings (Commission &/or Volunteer Board) in the last 2 years

Have you ever served on a Bunnell board/committee in the past? Yes  No

If yes, please list the board/committee and the year/range you served: \_\_\_\_\_

I hereby acknowledge I understand the responsibilities associated with being a Board member and I have adequate time to serve as a Board member. I will become familiar with and abide by the Florida Sunshine Law, and I understand all my comments as a Board member are a matter of public record. If appointed for membership to the Code Enforcement Board or Planning, Zoning and Appeals Board, I understand I shall file a limited financial disclosure each year and that filing late may result in a fine.

Signature: Janice Catoggio Date: 8/13/23





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

## Detail by Entity Name

Florida Limited Liability Company  
J AND M ENTERPRISE OF FLAGLER COUNTY LLC

### Filing Information

<b>Document Number</b>	L22000024955
<b>FEI/EIN Number</b>	87-4483301
<b>Date Filed</b>	01/11/2022
<b>Effective Date</b>	01/11/2022
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

111 NORTH STATE STREET  
BUNNELL, FL 32110

### Mailing Address

35 WOOD HAVEN DRIVE  
PALM COAST, FL 32164

### Registered Agent Name & Address

CATOGGIO, JANICE P  
35 WOOD HAVEN DRIVE  
PALM COAST, FL 32164

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

CATOGGIO, JANICE P  
35 WOOD HAVEN DRIVE  
PALM COAST, FL 32164 UN

Title MGR

CATOGGIO, MARC  
35 WOOD HAVEN DRIVE  
PALM COAST, FL 32164 UN

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
--------------------	-------------------

2023

03/22/2023

**Document Images**

[03/22/2023 -- ANNUAL REPORT](#)

View image in PDF format

[01/11/2022 -- Florida Limited Liability](#)

View image in PDF format

Florida Department of State, Division of Corporations



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Letter

Type

Exhibit

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



**COMMISSIONERS:**

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

September 11, 2023

Commissioner Gregory Hansen, Chair  
Flagler County Board of County Commissioners  
1769 E. Moody Blvd., Bldg. #2  
Bunnell, FL 32110

**Re: Letter of Support for the Flagler County Nexus Center Application**

Dear Chair Hansen,

On behalf of the City of Bunnell, the Bunnell City Commission would like to convey our support for the Flagler County Board of County Commissioner's grant application for funding for the Nexus Center project.

The Nexus Center project is a multi-faceted project combining a library, community center and health and human services components. These services and functions in one location would all benefit the citizens of Flagler County. As the project is planned to be located in the City of Bunnell adjacent to our Flagler Central Commerce Parkway project, this center will be of great value and benefit to Bunnell citizens, making it easier for citizens to have access to a library and other services.

The City of Bunnell therefore offers its support for the Flagler County Board of County Commission's grant application.

Thank you.

Sincerely,

Catherine D. Robinson  
Mayor, City of Bunnell



## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 8/18/2023 Amount:  
Department: Solid Waste Account #:  
Subject: Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section  
Section 50-13 Extra pick up service. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Proposed Ordinance	Ordinance

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

This is a request to amend the Bunnell Code of Ordinance Chapter 50 Solid Waste.

This matter was last heard at the August 28, 2023 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this matter was advertised in the August 31, 2023 edition of the Palm Coast Observer.

#### **Background:**

At the Commission Workshop on August 7, 2023, the City Commission requested staff look at charging residential accounts for the bulk pick-ups of "replacement of similar type bulk items" or what would be household furniture.

Waiving the fees for these items is identified in the Code of Ordinance and the Solid Waste Fee Resolution. To be able to charge for these bulk items, the Code of Ordinance needs to be amended too.

The proposed ordinance removes the language which allows for certain residential bulk pick-ups at no cost.

#### **Staff Recommendation:**

Adopt Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section Section 50-13 Extra

pick up service. - Second Reading

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## ORDINANCE 2023-18

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCE CHAPTER 50 SOLID WASTE; PROVIDING FOR BULK PICK UPS ON RESIDENTIAL PROPERTIES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapters 166 and 163, Florida Statutes, include authority to enact regulations to protect the health, safety and welfare, and interests of the citizens of the City; and

**WHEREAS**, the *Bunnell Code of Ordinance* provides for solid waste regulations; and

**WHEREAS**, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to amend the solid waste regulations; and

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

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

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

### **Section 1.**

Chapter 50 of the Bunnell Code of Ordinance is hereby amended as follows:

Sec. 50-13. - Extra pick-up service.

All fees charged for extra pick-ups and bulk pick-ups on residential accounts will be determined by the solid waste director or designee. If a fee is charged for this service, the fee will be added to the next utility bill. The cost for the pick-up will vary depending on the size, weight and type of the item(s) and based on the fee established by the City Commission by resolution.

*Residential accounts:*

~~(1) No fees will be charged for replacement of similar type bulk items. Example: when replacing a residential rug or replacing furniture, there will be no fee charged.~~

~~(2) A small amount of construction debris may be placed out for pick-up, but may warrant a fee depending on size of the pile, weight and type of debris.~~

**Section 2. Implementing Administrative Actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules.

**Section 3. Codification.**

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

**Section 4. Conflicts.**

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

**Section 5. Severability.**

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

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 28<sup>th</sup> day of August 2023.

Second Reading: approved on this 11<sup>th</sup> day of September 2023.

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

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



Approved for form and content by:

---

Vose Law Firm, City Attorney

Attest:

---

Kristen Bates, CMC, City Clerk

Seal:



## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 8/3/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2023-09 Requesting to change the official zoning map for  
32,583+/- acres of land within the City of Bunnell. - First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Quality of Life

#### ATTACHMENTS:

Description	Type
Ordinance 2023-09 Mass Rezoning Phase 2	Ordinance
Ordinance Exhibit "B" - List of parcels & amended zoning classifications	Exhibit
Existing Zoning Map of affected parcels	Exhibit
Proposed Zoning Map of affected parcels	Exhibit

#### Summary/Highlights:

This is an administrative proposal to amend the City's official zoning map to assign Bunnell zoning classifications consistent with the adopted Future Land Use Map to 32,583+/- acres of land held in various ownerships. This is Phase 2 of a 3-phase effort to rezone property to an appropriate Bunnell zoning classification.

In accordance with Florida Statue, letters of notification to all affected property owners regarding First Reading were mailed out on June 19, 2023. Additionally, an advertisement for this proposed ordinance for First Reading was run in the Palm Coast Observer on August 31, 2023.

#### Background:

The City of Bunnell annexed many thousand of acres of land into its corporate limits in 2006-2007. The City's comprehensive plan was amended to provide future land use designations for the annexed land. These new land use designations were a one-to-one translation from the Flagler County future land use designation that were already on a particular property to the closest City equivalent. The underlying Flagler County zoning was left in place. Up until Phase 1 of this rezoning effort, almost all the annexed lands still retained their obsolete Flagler County zoning. A few properties having no zoning at all are shown on the official zoning map as "ND-No Designation."

This is a problem because land without City of Bunnell zoning is not covered by the City's Land Development Code. At the same time, the city does not have the authority to administer the County's land development code. This makes the remaining Flagler County zoning essentially a holding category and this is meant that property owners have been required to go through zoning changes before they can obtain building permits. Many property owners have had planned projects significantly delayed because they had not anticipated the time and expense associated with a rezoning.

To remedy this situation, the City of Bunnell has embarked on this 3-Phase mass rezoning effort. The City's planning consultant was directed to assign proposed Bunnell zoning classifications based on the Future Land Use Map in the City of Bunnell Comprehensive Plan 2035. This is a conformance with Florida Law which requires that all land development regulations which include the zoning map to be consistent with the City's Comprehensive Plan. This item is Phase 2 of a 3-Phase mass rezoning of properties that will provide Bunnell zoning classifications for properties without City zoning. Phase 1 included those properties without City of Bunnell zoning classifications that did not have any portion of the property designated as Conservation-1 or Conservation-2 on the City's Future Land Use Map. Phase 1 was concluded in August of 2022. Phase 2 includes the non-conservation portions of the properties excluded from Phase 1. Phase 3 will address the remaining portions of the properties that do have conservation designations. It is anticipated that the scope of Phase 3 will involve changes to the City's comprehensive plan, the land development code, and the zoning map.

Staff held a community meeting on April 9, 2023. All the owners of the property included in phase 2 & 3 were notified of the workshop. At the meeting, City staff and ZevCohen & Associates personnel reviewed the annexation history of the properties, the results of Phase 1 of the mass rezoning, described the plans for phases 2 & 3 and answered questions.

Individual public hearing notices were mailed to each of the affected property owners on July 19, 2023. The notices identified the affected properties by parcel number, listed their existing City Future Land Use Map designation and obsolete Flagler County zoning classifications as well as the proposed new Bunnell zoning classification.

**Staff Recommendation:**

Approve Ordinance 2023-09 Request to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - First Reading

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## ORDINANCE 2023-09

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 32,583± ACRES WITHIN THE CITY OF BUNNELL AS DESCRIBED IN EXHIBIT “B” PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the properties to be rezoned are certain parcels of real property, which land totals approximately 32,583± acres, and which parcels are identified by Parcel Identification Numbers in the attached Exhibit “B”; and

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

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

**WHEREAS**, on August 1, 2023, the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

**Section 1. Legislative Findings and Intent.**

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

(b) The subject properties, which are approximately 32,583± acres in size, are those parcels identified by Parcel Identification Numbers as shown within Exhibit “B”.

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

**Section 2. Rezoning of Real Property/Implementing Actions.**

(a) Upon enactment of this Ordinance the following described properties, as depicted in the map attached to this Ordinance, and totaling approximately 32,583± acres in size, shall be rezoned to the zoning classifications shown in Exhibit “B” as corresponding to each specified parcel and as depicted in the maps attached to this ordinance from various Flagler County and undesignated zoning classifications; and

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

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

**Section 3. Incorporation of Maps.**

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

**Section 4. Conflicts.**

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

**Section 5. Severability.**

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

**Section 6. Non-codification.**

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

**Section 7. Effective Date**

This Ordinance shall take effect upon adoption.

First Reading: Approved on this 11<sup>th</sup> day of September 2023.

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

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

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

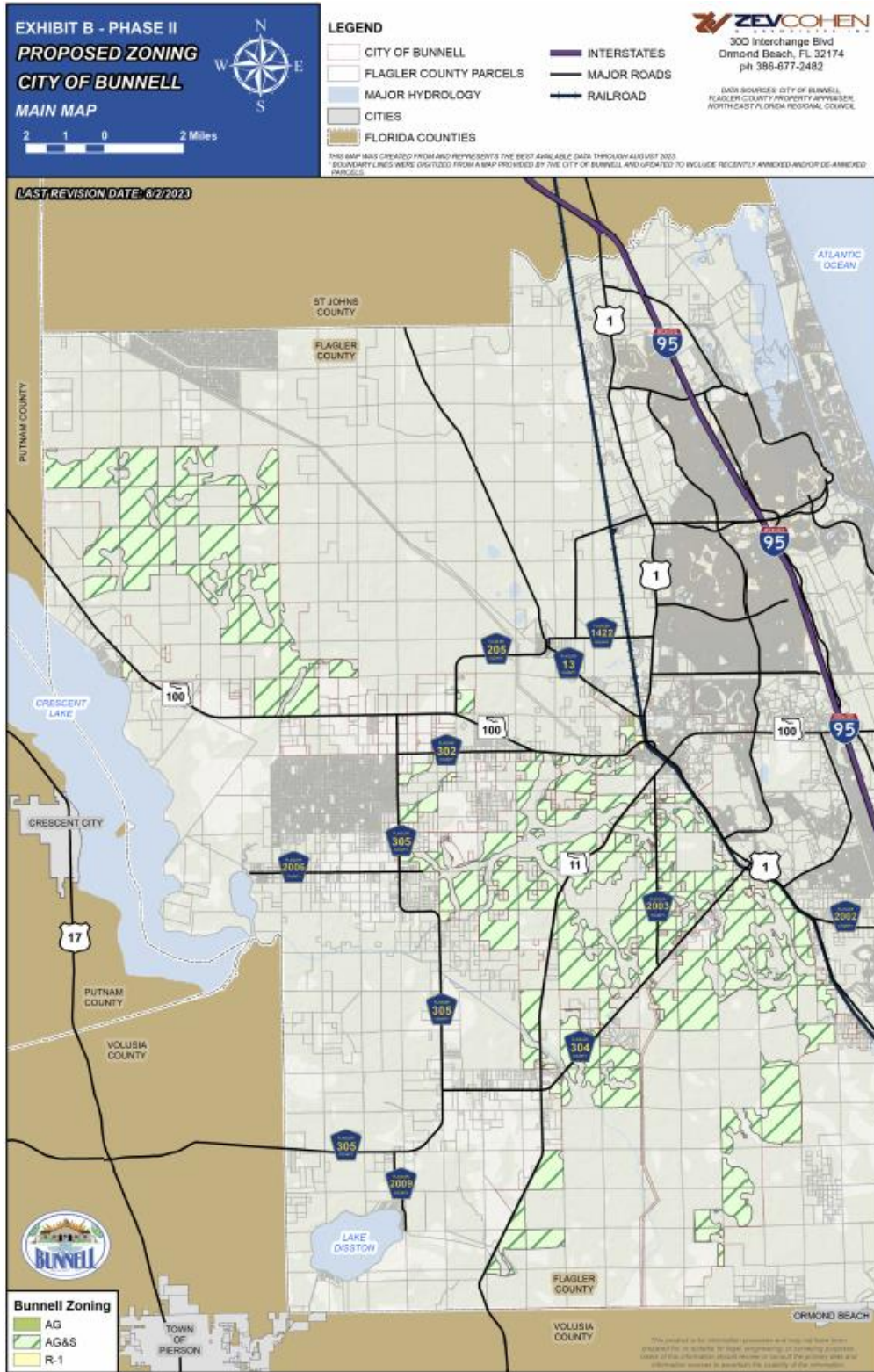
Approved for form and content by:

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

Attest:

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

# Exhibit "A" Amended Zoning Map



**EXHIBIT B - PARCELS TO BE REZONED (PHASE II)**

PARCEL ID Column 2	FUTURE LAND USE FLU Code FLU Description		PROPOSED ZONING Code Description		PRIMARY OWNER Name	ADDRESS LINE 1 Column 10	ADDRESS LINE 2 Column 11	ADDRESS (CITY) Name	ADDRESS (STATE) Name	ADDRESS (ZIP) Column 15
01-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
01-12-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
01-13-29-5550-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
01-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550	BUNNELL	FL	32110
01-14-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ST JOHNS RIVER WATER	MANAGEMENT DISTRICT	PO BOX 1429	PALATKA	FL	32178
02-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
02-12-29-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	TILTON SAMUEL J III		544 COUNTY ROAD 205	BUNNELL	FL	32110
02-13-29-5550-00030-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
02-13-29-5550-00030-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
02-13-30-0650-000A0-0012	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550	BUNNELL	FL	32110
02-13-30-0650-000B0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
02-13-30-0650-000C0-0054	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
02-13-30-0650-000D0-0101	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550	BUNNELL	FL	32110
03-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
03-13-30-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
03-13-30-0650-000B0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
03-13-30-0650-000D0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
04-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
04-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
05-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
05-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
05-12-30-5550-00010-00A1	AG	AGRICULTURE	AG	AGRICULTURAL	SEAHORSE INVESTMENTS LLC		1638 JOHN ANDERSON DR	ORMOND BEACH	FL	32176
05-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
05-13-31-0650-000B0-0011	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550	BUNNELL	FL	32110
06-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
06-12-29-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	OLD DIXIE CATTLE COMPANY LLC		PO BOX 354768	PALM COAST	FL	32135
06-12-29-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	COUNTRYSIDE FLAGLER LLC		P.O. BOX 459	PALATKA	FL	32178
06-13-30-0000-03010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
06-13-31-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	PO BOX 550	BUNNELL	FL	32110
06-14-30-0000-02010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
07-13-31-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	AIRPLANE HOLDINGS LLC TRUSTEES	AIRPLANE HOLDING LAND TRUST	PO BOX 729	BUNNELL	FL	32110
07-13-31-0000-04020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	AIRPLANE HOLDINGS LLC TRUSTEES	AIRPLANE HOLDING LAND TRUST	PO BOX 729	BUNNELL	FL	32110
08-12-30-5550-00140-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
08-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BARTON DENISE T & CRAIG C	BARTON-TRUSTEES	5404 CR 304	BUNNELL	FL	32110
08-13-31-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC	TRUSTEE	PO BOX 550	BUNNELL	FL	32110
08-13-31-0650-000B0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DOUBLE CURVE LAND TRUST	PO BOX 550	BUNNELL	FL	32110
08-13-31-0650-000D0-0100	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC	TRUSTEE	PO BOX 550	BUNNELL	FL	32110
09-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
09-12-30-5550-00010-0030	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BUNNELL LAND HOLDING LLC		PO BOX 789	BUNNELL	FL	32110
09-12-30-5550-00010-0030	AG	AGRICULTURE	AG	AGRICULTURAL	BUNNELL LAND HOLDING LLC		PO BOX 789	BUNNELL	FL	32110
09-13-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
10-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
10-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
10-11-28-0000-01010-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
10-12-30-0650-000C0-0010	SF-LOW	SINGLE FAMILY - LOW DENSITY	R-1	SINGLE-FAMILY RESIDENTIAL	Q17 HOLDINGS LLC		8600 NW 36 AVENUE	MIAMI	FL	33147
10-12-30-0650-000C0-0070	SF-LOW	SINGLE FAMILY - LOW DENSITY	R-1	SINGLE-FAMILY RESIDENTIAL	CARNEIRO MANUEL & CATHERINE	ANNE SMITH H&W TRUSTEES	4 CLASSIC CT S	PALM COAST	FL	32137
10-13-30-0000-01030-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
10-13-30-0000-03010-0050	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
11-13-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	THREE STEPS FOREST LLC		8 CENTER STREET	EXETER	NH	03833
11-14-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ST JOHNS RIVER WATER	MANAGEMENT DISTRICT	PO BOX 1429	PALATKA	FL	32178
11-14-30-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RELAY TIMBERLANDS LLC		PO BOX 570	EXETER	NH	03833
12-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
12-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RAYONIER FOREST RESOURCES LP	C/O RAYONIER TAX COORDINATOR	1 RAYONIER WAY	WILDLIGHT	FL	32097
12-13-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	THREE STEPS FOREST LLC		8 CENTER STREET	EXETER	NH	03833
12-13-30-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RELAY TIMBERLANDS LLC		PO BOX 570	EXETER	NH	03833
12-14-29-0000-03020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
12-14-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ST JOHNS RIVER WATER	MANAGEMENT DISTRICT	PO BOX 1429	PALATKA	FL	32178
13-13-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	THREE STEPS FOREST LLC		8 CENTER STREET	EXETER	NH	03833
13-13-30-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RELAY TIMBERLANDS LLC		PO BOX 570	EXETER	NH	03833
13-14-29-0000-03010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
13-14-29-0000-03010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RELAY TIMBERLANDS LLC		PO BOX 570	EXETER	NH	03833
14-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
14-12-29-5550-00110-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T		PO BOX 1784	BUNNELL	FL	32110
14-12-29-5550-00120-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T		PO BOX 1784	BUNNELL	FL	32110
14-12-29-5550-00130-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T		PO BOX 1784	BUNNELL	FL	32110
14-12-29-5550-00130-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	STERLING DOROTHY T		PO BOX 1784	BUNNELL	FL	32110





**EXHIBIT B - PARCELS TO BE REZONED (PHASE II)**

PARCEL ID Column 2	FUTURE LAND USE FLU Code FLU Description		PROPOSED ZONING Code Description		PRIMARY OWNER Name	ADDRESS LINE 1 Column 10	ADDRESS LINE 2 Column 11	ADDRESS (CITY) Name	ADDRESS (STATE) Name	ADDRESS (ZIP) Column 15
22-12-30-0650-000D0-0040	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
22-12-30-0650-000D0-0041	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	61 FRANCIS LANE	PALM COAST	FL	32137
23-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
23-12-30-0650-000A0-0060	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
23-12-30-0650-000B0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
23-12-30-0650-000D0-0040	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
23-14-29-0000-02010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
24-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
24-12-30-0650-000C0-0070	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
24-14-29-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
25-11-28-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
25-12-29-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
25-12-29-0000-01011-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
25-12-30-0650-000B0-0070	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	M.L. SPALDING LTD PARTNERSHIP	% TAYLOR SPALDING	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
25-12-30-0650-000C0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	RUSSO ANTHONY LAWRENCE &	RAQUEL JANETTE RUSSO H&W	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
26-11-28-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	744 ATTITUDE AVE	DAYTONA BEACH	FL	32124
26-12-29-0000-01010-0030	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	HEYMANS LOUIS J		1310 COUNTY RD 90	BUNNELL	FL	32110
26-12-29-0000-01020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	JACKSON KATHLEEN M & EMILY A	JACKSON	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
26-12-29-5550-00040-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	1234 COUNTY RD 90	BUNNELL	FL	32110
27-12-29-5550-00120-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	29 BAY VIEW DR	ST AUGUSTINE	FL	32084
27-12-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
27-12-30-0650-000B0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE			205 PERRY LANE ROAD	BRUNSWICK	GA	31525
27-12-30-0650-000C0-0030	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	PO BOX 1398	BUNNELL	FL	32110
					BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT				
27-12-30-0650-000C0-0090	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
27-12-30-0650-000D0-0040	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	KELLY BILLY J JR & KELLY BILLY JOSEPH &	COLETTE H&W BEVERLY	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
27-12-30-5760-00070-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	1800 OLD HAW CREEK RD	BUNNELL	FL	32110
28-12-30-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	WEYERHAEUSER COMPANY		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
					BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT				
28-12-30-0650-000A0-0030	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
28-12-30-0650-000C0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
28-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BOYD MICHAEL C	& BRENDA T H&W	8 CENTER STREET	EXETER	NH	03833
29-12-30-0650-00000-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	MELVIN ALEX J	TRUSTEE	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
29-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ZAMMITT ROBERT J	& MICHELLE H&W	7259 CR 304	BUNNELL	FL	32110
29-13-30-0000-01010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	LEGACY RANCH OF FLAGLER LLC	5185 TROPICAL TRAIL	1648 TAYLOR ROAD #478	PORT ORANGE	FL	32128
29-13-30-0000-01011-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	7380 CR 304	BUNNELL	FL	32110
30-11-29-0000-01020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	P.O. BOX 459	PALATKA	FL	32178
30-12-30-5550-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BOYD MICHAEL C	& BRENDA T H&W	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
30-12-30-5550-00040-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	MELVIN ALEX J	TRUSTEE	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
30-13-30-0000-02030-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	FAVORETTA INVESTMENT GROUP I	LLC	7259 CR 304	BUNNELL	FL	32110
30-13-30-0000-02030-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	LEGACY RANCH OF FLAGLER LLC		1648 TAYLOR ROAD #478	PORT ORANGE	FL	32128
30-13-31-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN NELL J & JAMES M W&H		16 CORDOBA CT	PALM COAST	FL	32137
31-11-29-0000-01020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*		P.O. BOX 459	PALATKA	FL	32178
31-11-29-0000-03030-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	PO BOX 306	BUNNELL	FL	32110
31-12-30-5550-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
31-12-30-5550-00010-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
31-12-31-0000-04090-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	FAVORETTA INVESTMENT GROUP II	LLC	P O BOX 550	BUNNELL	FL	32110
31-12-31-0000-04100-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	LEGACY RANCH OF FLAGLER LLC		P O BOX 550	BUNNELL	FL	32110
31-13-31-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	16 CORDOBA CT	PALM COAST	FL	32137
32-11-29-0000-03020-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	P.O. BOX 459	PALATKA	FL	32178
32-12-30-5550-00000-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	MENAB JAMES M	& MARGARET S TREUSTTES	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
32-12-30-5550-00000-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
33-11-28-0000-01000-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	20 RUE GRANDE MER	PALM COAST	FL	32137
33-12-30-5550-00000-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
34-12-30-0650-000A0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
34-12-30-0650-000A0-0030	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
34-12-30-0650-000B0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-29-5550-00000-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-30-0650-000A0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-30-0650-000B0-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-30-0650-000C0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	STRICKLAND STEPHEN D		205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-30-0650-000D0-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
35-12-30-0650-000D0-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	PO BOX 729	BUNNELL	FL	32110
36-12-29-5550-00010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-29-5550-00011-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525

**EXHIBIT B - PARCELS TO BE REZONED (PHASE II)**

PARCEL ID Column 2	FUTURE LAND USE FLU Code FLU Description		PROPOSED ZONING Code Description		PRIMARY OWNER Name	ADDRESS LINE 1 Column 10	ADDRESS LINE 2 Column 11	ADDRESS (CITY) Name	ADDRESS (STATE) Name	ADDRESS (ZIP) Column 15
36-12-29-5550-00040-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ALLEN LANDS LLC*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-29-5550-00040-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	DUPONT LANDHOLDING LLC TRUSTEE	DUPONT LAND TRUST	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-29-5550-00060-0010	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-30-0650-000A0-0110	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	PO BOX 550	BUNNELL	FL	32110
36-12-30-0650-000B0-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	BROWN & JOHNSTON & JOLY & DURSHIMER*	C/O TAX DEPT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-30-0650-000C0-0020	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE	ST JOHNS RIVER WATER	MANAGEMENT DISTRICT	205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-12-30-0650-000C0-0021	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE			205 PERRY LANE ROAD	BRUNSWICK	GA	31525
36-13-30-0000-01010-0000	AG&S	AGRICULTURE & SILVICULTURE	AG&S	AGRICULTURAL & SILVICULTURE			PO BOX 1429	PALATKA	FL	32178

EXHIBIT B - PHASE II

**EXISTING ZONING**  
**CITY OF BUNNELL**

MAIN MAP



2 1 0 2 Miles

**LEGEND**

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



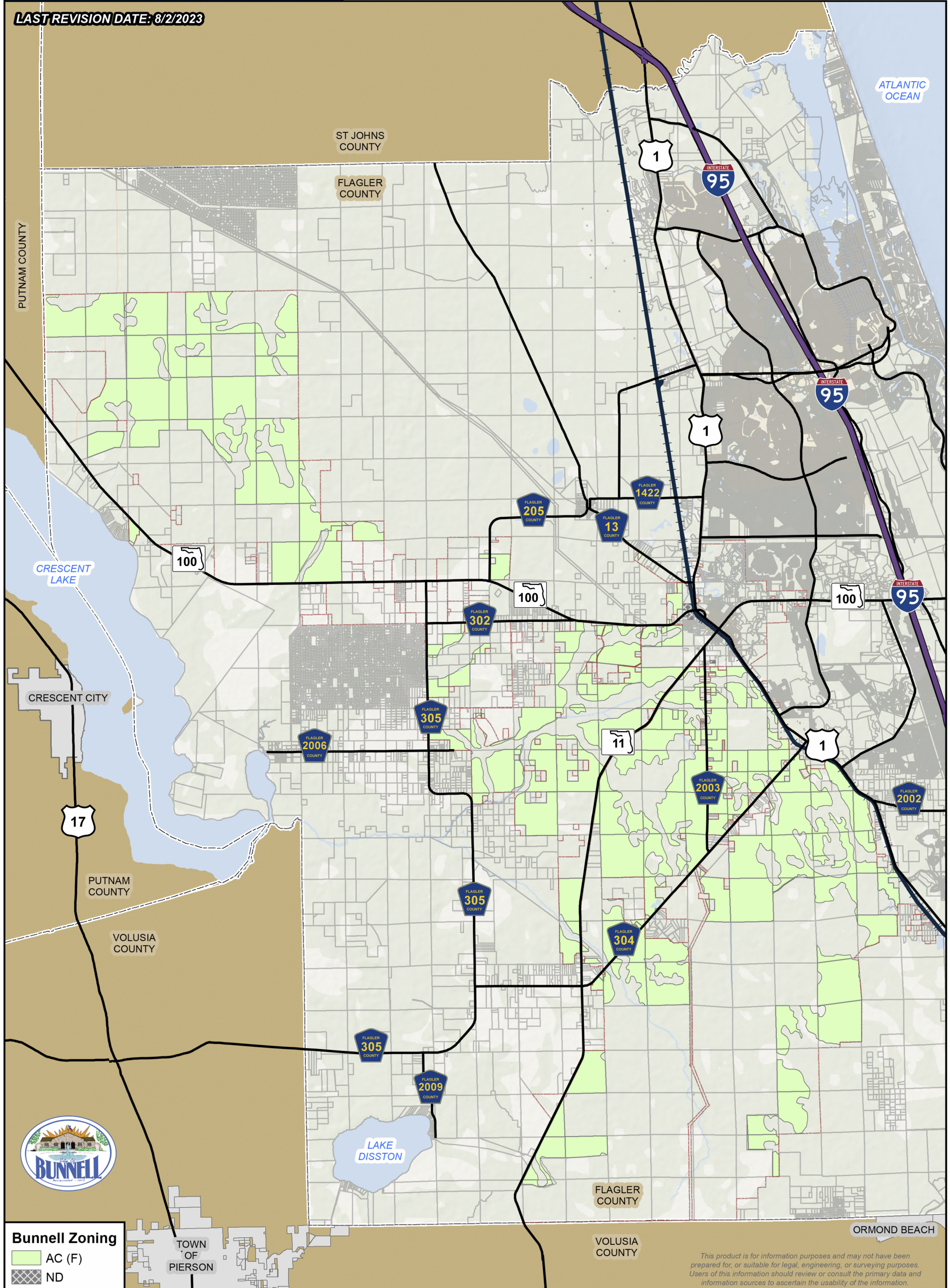
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482

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

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH AUGUST 2023.

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

LAST REVISION DATE: 8/2/2023



**Bunnell Zoning**

- AC (F)
- ND



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

**EXHIBIT B - PHASE II**  
**PROPOSED ZONING**  
**CITY OF BUNNELL**

**MAIN MAP**



2 1 0 2 Miles

**LEGEND**

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



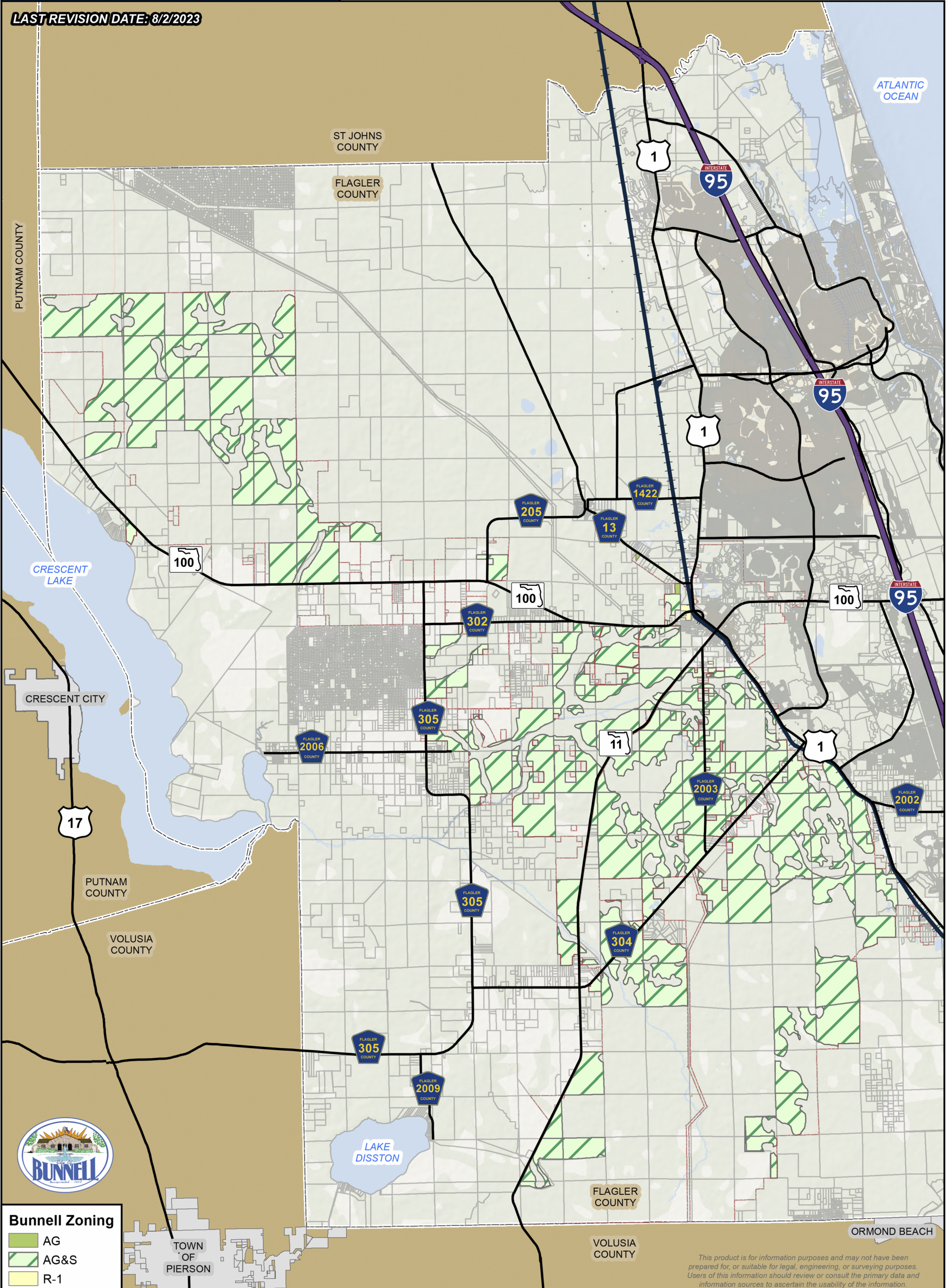
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DATA SOURCES: CITY OF BUNNELL,  
 FLAGLER COUNTY PROPERTY APPRAISER,  
 NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH AUGUST 2023.

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**LAST REVISION DATE: 8/2/2023**



- Bunnell Zoning**
- AG
  - AG&S
  - R-1

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## City of Bunnell, Florida

### Agenda Item No. F.1.

Document Date: 8/25/2023 Amount:  
Department: Finance Account #:  
Subject: Public Hearing: Resolution 2023-04 Adopting the Tentative Millage Rate for  
Fiscal Year 2023/2024  
Agenda Section: Resolutions: (Legislative):  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Resolution	Resolution
Attachment 1	Exhibit
Attachment 2	Exhibit

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

As required by Florida Statute, this is the first Public Hearing to consider the tentative millage rate for FY 2023/24. The millage rate being proposed is 7.93 mils which is a half a mil (.5) increase over the current year's millage rate of 7.43 mils.

#### **Background:**

The Truth In Millage (TRIM) law requires that the following be announced at the public hearing: "The Tentative Millage Rate of 7.9300 is 13.45% greater than the computed rolled-back rate of 6.9912. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund operating budget, meaning that recurring revenues are sufficient to meet recurring expenditures 2) To implement salary and associated operating adjustments to the Police Department so we can recruit and retain qualified staff 3) Afford the rising costs of insurance 4) Fund the increase required by the Florida Retirement System.

The TRIM law also requires that the date, time and place for the Final Public Hearing for the Annual Operating Budget for FY 2023/24 to be announced. That date is September 25, 2023 at 7:00 PM at the Flagler County Governmental Services Building."

An opportunity for public comment on the proposed millage rate and tentative budget is also specifically required by statute.

For informational purposes, an attachment has been included regarding millage rate history, and an example of tax increase/decreases to citizens, and example tax bills.

**Staff Recommendation:**

Make the public announcement and adopt Resolution 2023-04 Setting the Tentative Millage Rate for Fiscal Year 2023-2024; adopting a millage rate of 7.9300 and setting the Final Public Hearing

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

Recommend Approval

**City Manager Review/Recommendation:**

Approved.

## **RESOLUTION 2023-04**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA ADOPTING A TENTATIVE MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2023-2024 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL, FLORIDA; SETTING A FINAL BUDGET HEARING DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2023-2024; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2023; and

**WHEREAS**, the City Manager has delivered the Recommended Annual Operating Budget for FY 2023-2024 in accordance with Article IV, Section 4.04 of the City Charter; and

**WHEREAS**, a public hearing on the proposed millage rate has been conducted by the City Commission of the City of Bunnell at 7:00 PM on September 11, 2023 and a public hearing for the final millage rate will be conducted at 7:00 PM on September 25, 2023; and

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

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

**Section 1:**

The above "WHEREAS" clauses are incorporated by reference.

**Section 2:**

That the City Commission hereby adopts and imposes a tentative millage rate of 7.9300 for ad valorem taxation within the City of Bunnell, Florida for the 2023-2024 fiscal year. This tentative ad valorem tax shall be levied upon the 2023 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2023 and ending September 30, 2024.



**Section 3:**

The ad valorem millage rate of 7.9300 to be levied upon all taxable property located within the City of Bunnell is 13.45% greater than the computed rolled-back rate of 6.9912.

**Section 4:**

The Final Budget Hearing is hereby set for September 25, 2023 at 7:00 PM.

**Section 5:**

This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 11th day of September 2023.

**CITY OF BUNNELL, FLORIDA**

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Catherine D. Robinson, Mayor

**ATTEST:**

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Kristen Bates, CMC, City Clerk

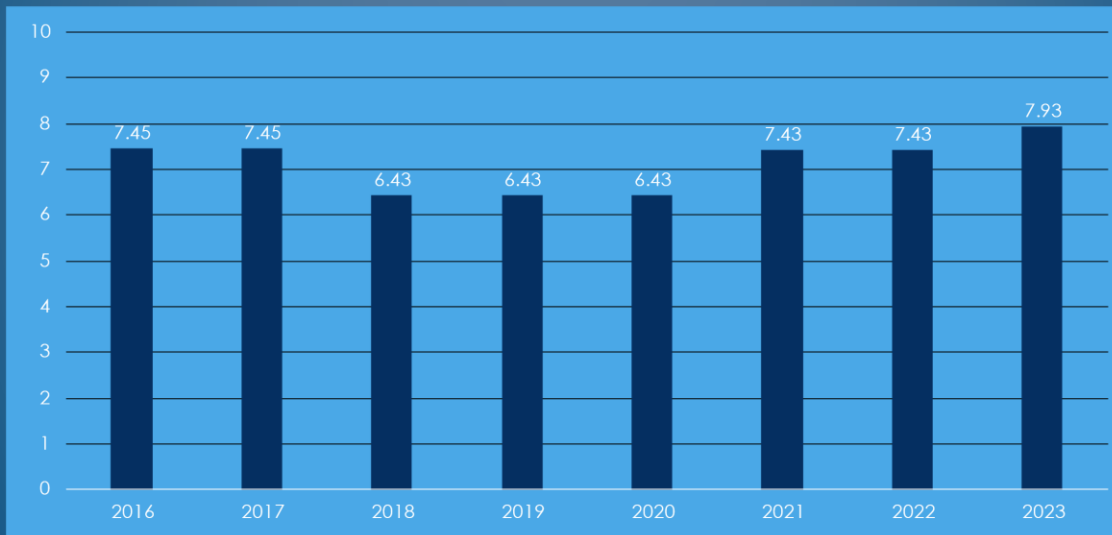
**Approved as to Form:**

**Seal:**

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Vose Law Firm, City Attorney

## MILLAGE RATE HISTORY



## PROPOSED .5 MIL INCREASE: COST TO HOMEOWNERS

	2019	2020	2021	2022	2023	Change	Reason
503 S. Moore	\$0	\$0	\$0	\$0	\$0	\$0	(\$0 mil increase + \$0 increased tax able value)
305 Deen Road	\$258.90	\$272.25	\$324.19	\$357.90	\$405.34	\$47.44	(\$38.00 .5 mil increase + \$9.44 increased tax able value)
610 Fifth Street	\$384.01	\$400.24	\$474.15	\$499.52	\$561.02	\$61.50	(\$43.92 .5 mil increase + \$17.58 increased tax able value)
100 S Knight Street	\$465.74	\$483.92	\$572.27	\$229.19	\$234.11	\$4.92	(\$4.92 .5 mil increase - \$9.09 decreased tax able value)
127 Fairway Ct	\$915.67	\$542.88	\$646.50	\$688.19	\$780.33	\$92.14	(\$49.21 .5 mil increase + \$42.93 increased tax able value)
932 Gallberry Ct	\$696.97	\$720.40	\$849.30	\$885.92	\$985.79	\$99.87	(\$62.15 .5 mil increase + \$37.72 increased tax able value)
941 Gallberry Ct	\$868.87	\$896.25	\$1,055.33	\$1,098	\$1,219.09	\$121.09	(\$76.86 .5 mil increase + \$44.23 increased tax able value)
210 Grand Reserve Dr	\$1,058.21	\$1,103.63	\$1,298.33	\$1,348.42	\$1,494.23	\$145.81	(\$94.22 .5 mil increase + \$1.59 increased taxable value)
1012 Wadsworth Way	\$970.40	\$1,000.11	\$1,177.02	\$1,223.48	\$1,356.89	\$133.41	(\$85.56 .5 mil increase + \$47.85 increased tax able value)

## SAMPLE TAX BILL 127 FAIRWAY CT.

AD VALOREM TAXES						
TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	192,623	7.9297	100,000	92,623	734.47
ESL	386-313-4008	192,623	0.1250	100,000	92,623	11.58
2015 G O BONDS	386-313-4008	192,623	0.1665	100,000	92,623	15.42
2009/2016 ESL BONDS	386-313-4008	192,623	0.1250	100,000	92,623	11.58
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	192,623	3.2980	25,000	167,623	552.82
DISCRETIONARY	386-437-7526	192,623	0.7480	25,000	167,623	125.38
CAP. OUTLAY	386-437-7526	192,623	1.5000	25,000	167,623	251.44
CITY OF BUNNELL	386-437-7500	192,623	7.4300	100,000	92,623	688.19
EAST FLAGLER MOSQUITO CTRL	386-437-0002	192,623	0.2975	50,000	142,623	42.43
ST. JOHNS RIVER WATER MGMT	386-329-4500	192,623	0.1974	50,000	142,623	28.15
FL INLAND NAVIGATION DISTRICT	561-627-3386	192,623	0.0320	50,000	142,623	4.56
TOTAL MILLAGE		21.8491				
					TOTAL AD VALOREM TAXES	\$2,466.02

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
XLL DEER RUN CDD	407-841-5524	Varies	2,043.09
TOTAL NON-AD VALOREM TAXES			\$2,043.09
TOTAL COMBINED TAXES AND ASSESSMENTS			\$4,509.11

## SAMPLE TAX BILL 932 GALLBERRY CT

AD VALOREM TAXES						
TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	169,235	7.9297	50,000	119,235	945.50
ESL	386-313-4008	169,235	0.1250	50,000	119,235	14.90
2015 G O BONDS	386-313-4008	169,235	0.1665	50,000	119,235	19.85
2009/2016 ESL BONDS	386-313-4008	169,235	0.1250	50,000	119,235	14.91
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	169,235	3.2980	25,000	144,235	475.69
DISCRETIONARY	386-437-7526	169,235	0.7480	25,000	144,235	107.89
CAP. OUTLAY	386-437-7526	169,235	1.5000	25,000	144,235	216.35
CITY OF BUNNELL	386-437-7500	169,235	7.4300	50,000	119,235	885.92
EAST FLAGLER MOSQUITO CTRL	386-437-0002	169,235	0.2975	50,000	119,235	35.47
ST. JOHNS RIVER WATER MGMT	386-329-4500	169,235	0.1974	50,000	119,235	23.54
FL INLAND NAVIGATION DISTRICT	561-627-3386	169,235	0.0320	50,000	119,235	3.82
TOTAL MILLAGE		21.8491				
					TOTAL AD VALOREM TAXES	\$2,743.84
NON-AD VALOREM ASSESSMENTS						
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT			
				TOTAL NON-AD VALOREM TAXES	\$0.00	
				TOTAL COMBINED TAXES AND ASSESSMENTS	\$2,743.84	



## City of Bunnell, Florida

### Agenda Item No. F.2.

Document Date: 8/25/2023 Amount: \$41,985,323  
Department: Finance Account #: Various  
Subject: Public Hearing: Resolution 2023-05 Adopting the Tentative Budget for Fiscal Year 2023-2024  
Agenda Section: Resolutions: (Legislative):  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Resolution 2023-05	Cover Memo
Resolution 2023-05 EXHIBIT A	Cover Memo

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

As required by State Statute, this is the first Public Hearing to consider Resolution 2023-05 adopting the Tentative Operating Budget for FY 2023-2024 in the amount of \$41,985,323.

#### **Background:**

Staff prepared the tentative budget in May and June. There was an Enterprise Fund Budget Workshop held on August 7, 2023 and a General Fund Budget Workshop held on August 17, 2023. All discussed changes have been made and the Tentative Budget for 2023-2024 is being submitted for approval.

#### **Staff Recommendation:**

Adopt Resolution 2023-05 Setting the Tentative Operating Budget for Fiscal Year 2023-2024

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

Approved

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

Adopt Resolution 2023-05 Setting the Tentative Operating Budget for Fiscal Year 2023-2024.

**City Manager Review/Recommendation:**

Approved.

## **RESOLUTION 2023-05**

### **A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA; ADOPTING A TENTATIVE ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Bunnell, Florida, has submitted to the City Commission of the City of Bunnell the Recommended Annual Operating Budget for FY 2023-2024 in accordance with State law; and

**WHEREAS**, the Recommended Annual Operating Budget for FY 2023-2024 totals \$41,985,323 (Forty-One Million Nine Hundred Eighty-Five Thousand Three Hundred Twenty-Three Dollars and 00/100), of which \$34,212,766 (Thirty-Four Million Two Hundred Twelve Thousand Seven Hundred Sixty-Six Dollars and 00/100) is budgeted for expenditures and \$7,772,557 (Seven Million Seven Hundred Seventy-Two Thousand Five Hundred Fifty-Seven Dollars and 00/100) is budgeted reserves; and

**WHEREAS**, a public hearing on the proposed budget has been conducted by the City Commission of the City of Bunnell at 7:00 PM on September 11, 2023 and a public hearing for the final budget will be conducted at 7:00 PM on September 25, 2023; and

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

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

#### **Section 1:**

The above "WHEREAS" clauses are incorporated by reference.

#### **Section 2:**

The City Commission hereby adopts the Tentative Annual Operating Budget attached to and by reference made a part hereof as Exhibit A for the City of Bunnell, Florida for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

#### **Section 3:**

The budget tentatively adopted in the preceding section shall govern the expenditures of the City during the ensuing fiscal year effective October 1, 2023 through September 30, 2024.

#### **Section 4:**

This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** by the City Commission of the City of Bunnell, Florida, on the 11<sup>th</sup> day of September 2023.

**CITY OF BUNNELL, FLORIDA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

**Seal:**

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

FY2023/24 General Fund 001  
 PREPARED: 8/25/2023  
 FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES:

AD VALOREM TAXES (7.93 MILLS + DELINQUENT)	2,790,142
LOCAL OPTION TAXES	320,000
UTILITY SERVICE TAXES	578,000
COMMUNICATION SERVICES TAX	180,000
LOCAL BUSINESS TAXES	120,000
PERMITS & FEES	141,900
FRANCHISE FEES	325,000
FEDERAL GRANTS	688,000
STATE GRANTS	500,000
STATE SHARED REVENUES	310,600
CHARGES FOR SERVICES	678,659
FINES	30,000
OTHER	42,200
INTERFUND TRANSFERS IN	241,828
TOTAL REVENUES:	<u>\$ 6,946,329</u>
CASH FORWARD:	<u>\$ 1,704,004</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 8,650,333</u></u></b>

EXPENDITURES:

LEGISLATIVE	265,111
EXECUTIVE	465,118
FINANCIAL & ADMINISTRATIVE	614,286
LEGAL	90,520
IT	154,495
MUNICIPAL COMPLEX	243,772
POLICE	2,535,882
COMMUNITY DEVELOPMENT	311,539
ENGINEERING	89,299
STORMWATER MANAGEMENT	892,013
PUBLIC WORKS	728,812
FLEET MAINTENANCE	129,572
ECONOMIC ENVIRONMENT	-
HEALTH SERVICES	27,000
PARKS & RECREATION	981,153
TOTAL EXPENDITURES:	<u>\$ 7,528,572</u>
RESERVES:	<u>\$ 1,121,761</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 8,650,333</u></u></b>



FY2023/24  
PREPARED: CRA Fund 101  
FINANCE: 8/25/2023  
Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

AD VALOREM TAXES	27,566
INTEREST	10
TOTAL REVENUES:	<u>\$ 27,576</u>
CASH FORWARD:	<u>\$ 3,674</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 31,250</u></u></b>

EXPENDITURES: \_\_\_\_\_

TOTAL EXPENDITURES:	\$ -
RESERVES:	<u>\$ 31,250</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 31,250</u></u></b>

FY2023/24 Building Fund 118  
PREPARED: 8/25/2023  
FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

BUILDING PERMIT FEES	385,000
INTEREST REVENUE	<u>2,000</u>
TOTAL REVENUES:	\$ 387,000
CASH FORWARD:	<u>\$ -</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 387,000</u></u></b>

EXPENDITURES: \_\_\_\_\_

COMM DEV/BUILDING	<u>365,988</u>
TOTAL EXPENDITURES:	\$ 365,988
RESERVES:	<u>\$ 21,012</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 387,000</u></u></b>

FY2023/24

Impact Fee Fund 303

PREPARED:

8/25/2023

FINANCE:

Kristi Moss

APPROVED BUDGET
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REVENUES:

IMPACT FEES

153,000

TOTAL REVENUES:

\$ 153,000

CASH FORWARD:

\$ -

**TOTAL REVENUES PLUS CASH FORWARD:**

**\$ 153,000**

EXPENDITURES:

LAW ENFORCEMENT

19,000

PUBLIC WORKS/TRANSPORTATION

125,000

PARKS & RECREATION

9,000

TOTAL EXPENDITURES:

\$ 153,000

RESERVES:

\$ -

**TOTAL EXPENDITURES PLUS RESERVES:**

**\$ 153,000**

FY2023/24	Water Fund 401
PREPARED:	8/25/2023
FINANCE:	Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

CHARGES FOR SERVICES		2,187,134
PROPRIETARY NON-OPERATING SOURCES		561,341
TOTAL REVENUES:		\$ 2,748,475
CASH FORWARD:		\$ 3,043,354
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>		<b>\$ 5,791,829</b>

EXPENDITURES: \_\_\_\_\_

WATER DEPARTMENT		3,333,936
INTERFUND TRANSFERS OUT		82,520
TOTAL EXPENDITURES:		\$ 3,416,456
RESERVES:		\$ 2,375,373
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>		<b>\$ 5,791,829</b>

FY2023/24 Water Impact Fee Fund 401F  
PREPARED: 8/25/2023  
FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

WATER IMPACT FEES	20,200
INTEREST REVENUE	<u>16,500</u>
TOTAL REVENUES:	\$ 36,700
CASH FORWARD:	<u>\$ 1,593,005</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 1,629,705</u></u></b>

EXPENDITURES: \_\_\_\_\_

WATER DEPARTMENT	<u>1,255,925</u>
TOTAL EXPENDITURES:	\$ 1,255,925
RESERVES:	<u>\$ 373,780</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 1,629,705</u></u></b>

FY2023/24 Solid Waste Fund 402  
 PREPARED: 8/25/2023  
 FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES:

PERMITS AND FEES	38,600
CHARGES FOR SERVICES	975,000
INTEREST & MISC. INCOME	4,000
TOTAL REVENUES:	<u>\$ 1,017,600</u>
CASH FORWARD:	<u>\$ 350,603</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 1,368,203</u></u></b>

EXPENDITURES:

SOLID WASTE	1,176,342
INTERFUND TRANSFERS OUT	52,000
TOTAL EXPENDITURES:	<u>\$ 1,228,342</u>
RESERVES:	<u>\$ 139,861</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 1,368,203</u></u></b>

FY2023/24 Sewer Fund 404  
PREPARED: 8/25/2023  
FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

CHARGES FOR SERVICES	2,476,000
PROPRIETARY NON-OPERATING SOURCES	<u>17,285,248</u>
TOTAL REVENUES:	\$ 19,761,248
CASH FORWARD:	<u>\$ 2,109,527</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 21,870,775</u></u></b>

EXPENDITURES: \_\_\_\_\_

SEWER DEPARTMENT	19,458,064
INTERFUND TRANSFERS OUT	<u>102,419</u>
TOTAL EXPENDITURES:	\$ 19,560,483
RESERVES:	<u>\$ 2,310,292</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 21,870,775</u></u></b>

FY2023/24 Sewer Impact Fee Fund 404IF  
PREPARED: 8/25/2023  
FINANCE: Kristi Moss

	APPROVED BUDGET
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REVENUES: \_\_\_\_\_

IMPACT FEES	<u>39,500</u>
TOTAL REVENUES:	\$ 39,500
CASH FORWARD:	<u>\$ 2,063,728</u>
<b>TOTAL REVENUES PLUS CASH FORWARD:</b>	<b><u><u>\$ 2,103,228</u></u></b>

EXPENDITURES: \_\_\_\_\_

SEWER DEPARTMENT	<u>704,000</u>
TOTAL EXPENDITURES:	\$ 704,000
RESERVES:	<u>\$ 1,399,228</u>
<b>TOTAL EXPENDITURES PLUS RESERVES:</b>	<b><u><u>\$ 2,103,228</u></u></b>





## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 8/29/2023 Amount:  
Department: Solid Waste Account #: 402-0534-534.3400  
Subject: Request Approval of Contract 2023-17 with Environmental Land Services of Flagler County for Solid Waste Dumping Services.  
Agenda Section: New Business:  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Proposed Contract	Contract
Exhibit B	Exhibit

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

This is a request to approve a new contract with Environmental Land Services of Flagler County (ELS) for solid waste dumping services.

#### **Background:**

The City's current contract for solid waste dumping services expires September 30, 2023. RFP 2023-02 was released to obtain bid submittals for a new contract.

On August 28, 2023, at the Regular Meeting of the Bunnell City Commission, the City Commission authorized staff to negotiate a contract with ELS.

A draft contract has been prepared based on the fees proposed in the bid submittal from ELS. The initial contract is for a 5 year period and there are 2 options to extend the contract. Any price changes proposed after the contract has been signed would need to come before the Commission for acceptance and approval. Given the rising costs in the industry, the City needs a contract with set pricing to budget operating costs.

#### **Staff Recommendation:**

Approval of Contract 2023-17 with Environmental Land Services of Flagler County for Solid Waste Dumping Services.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

Recommend Approval of Contract 2023-17. Funds for this purpose are budgeted in the Solid Waste Fund (402-0535-534-3400).

**City Manager Review/Recommendation:**

Approved for agenda

**Contract# 2023-17  
INDEPENDENT CONTRACTOR'S AGREEMENT**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this \_\_\_\_\_ day of September 2023, by and between **THE CITY OF BUNNELL**, a Florida municipality (hereinafter the "CITY") and **ENVIRONMENTAL LAND SERVICES OF FLAGLER COUNTY INC**, a Florida (corporation or company) authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

**WITNESSETH**

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

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of contracting in CITY 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**, 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.

**WHEREAS**, CONTRACTOR submitted a proposal for an advertised RFP 2023-02 which satisfies the CITY's Procurement Policy; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

**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 for MSW Class 1/ Class 111/ Landfill/ C&D / MRF Recycling Service/ Yard Waste Recycling/ Solid Waste Transfer/ Transportation & Disposal Services at the rates as described and attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services as described in RFP 2023-02, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for proposals (RFP), bid specifications, or other similar documents issued for this service by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

**3. Commencement and completion/Terms.**

- a. This Agreement shall be effective October 1, 2023 for an initial contract of five (5) years with the option for up to two (2) extensions of the contract in two-year increments.
- b. Amendments to the contract will be processed as needed.

**4. Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

**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 90 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.

- 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 90 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. Contract management.**

- a. The Contract Managers for this project are as follows. Any subsequent changes to the Contract Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Contract Manager for this service is: Kristen Bates, City Clerk/Administrative Services Director/PIO.
- c. CONTRACTOR's Contract Manager is: Nikki Thomas, (Title)

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

- a. To CITY: CITY CLERK PO Box 756, Bunnell, Florida 32110.
- b. To CONTRACTOR: Environmental Land Services of Flagler County Inc., Attention: Nikki Thomas (name), Operations Manager (title), 1841 N. STATE ST. BUNNELL FL (street address, City, State, Zip Code).  
32110

**8. Insurance.**

- a. CONTRACTOR must maintain such insurance as more fully described in the Bid Documents for RFP 2023-02.
- b. 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.
- c. 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.

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

- a. Compliance with Laws.** In providing the Scope of 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 Project Manager 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-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.
- 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.

**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 at:  
BUNNELL CITY HALL  
OFFICE OF THE CITY CLERK  
604 E. MOODY BLVD. UNIT 6  
BUNNELL, FLORIDA 32110  
(386) 437-7500**

- h. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this subparagraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the

- Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- ii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iii. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - iv. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be

subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- v. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vi. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- i. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**10. 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.

- 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, out break 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 "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Bunnell, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in a court of competent jurisdiction within Flagler County and the City of Bunnell, Florida.

**11. Special Provisions.**

- a. 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.

**(SIGNATURE PAGE FOLLOWS)**

Environmental Land Services of Flagler County Inc.  
Independent Contractor's Agreement  
RFP 2023-02  
Signature Page

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

**ENVIRONMENTAL LAND SERVICES OF FLAGLER  
COUNTY INC (CONTRACTOR)**

Dikki Thomas, Ops Manager

Print Name: DIKKI THOMAS

Title: Operations Manager

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
CITY SIGNATURES TO FOLLOW]*

Attest:

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

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

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

Date: \_\_\_\_\_

Seal:

Approved for form and content by:

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

## Exhibit A

Rates per Bid Submittal for RFP 2023-02

### VIII. Proposal Submission Response- #8

Fee/Cost Proposal including Payment terms for RFP 2023-02

Proposer's Name: Environmental Land Services of Flagler County Inc

TO: City Clerk  
City of Bunnell  
604 East Moody Blvd, Unit 6  
Bunnell FL 32110

#### Proposal Offered: Cost of Disposal

Commercial Solid Waste \$48.75 a ton + 5.7% CPI

Residential Solid Waste \$48.75 a ton + 5.7% CPI

Cardboard Free NO Rebate

Residential Recycle \$75.00 a Ton

Yard Waste \$6.50 a yard

C&D \$48.75 a Ton

Tires \$25.00 per Tire

Fuel \$500.00 Flat weekly rate

#### Payment Terms:

Invoiced weekly with a 30-day net payment term

*Wesley Thomas*



## **EXHIBIT B**

Full Bid Submittal

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**RFP 2023-02**

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<b>2C</b>	<b>FEE STRUCTURE / SCHEDULE</b>
<b>2D</b>	<b>LOCATION PROXIMITY OF FACILITY TO CITY CORE</b>
<b>2E</b>	<b>CLIENT REFERENCES</b>
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<b>SECTION 4</b>	<b>COMPLETED DRUG-FREE WORKPLACE CERTIFICATION (FORM B)</b>
<b>SECTION 5</b>	<b>COMPLETED RESPONDERS CERTIFICATION (FORM C)</b>
<b>SECTION 6</b>	<b>COPY OF FIRMS CERTIFICATE OF INSURANCE</b>
<b>SECTION 7</b>	<b>COPIES OF CURRENT STATE LICENSES &amp; PERMITS COMPLETED FEE/COST PROPOSAL,BILL</b>
<b>SECTION 8</b>	<b>PREFERENCE, PAY TERMS,SAMPLE INVOICE</b>
<b>SECTION 9</b>	<b>W-9</b>
<b>SECTION 10</b>	<b>ADDENDUM NO 1, ADDENDUM NO 2 SIGNED</b>

**ATT: KRISTEN BATES – CITY CLERK  
BUNNELL CITY CLERK  
604 EAST MOODY BLVD, UNIT 6  
BUNNELL, FL 32110**

**TITLE OF PROPOSAL**

**MSW CLASS 1/CLASS 111/LANDFILL/C&D/MRF RECYCLING  
SERVICE/YARD WASTE RECYCLING/SOLID WASTE  
TRANSFER/TRANSPORTATION & DISPOSAL SERVICES**

**PROPOSAL NUMBER**

**RFP 2023-02**

**BID DUE BY**

**THURSDAY  
JULY 13, 2023  
10:00 AM EST**

**NAME OF BIDDER**

**ENVIRONMENTAL LAND SERVICES OF FLAGLER COUNTY INC.**



CITY OF BUNNELL - RFP 2023-02

## **Evaluation Criteria**

### **A. Qualification and Experience**

Environmental Land Services of Flagler County Inc. also referred to as ELS, is a family-owned company started in 2003 by Michael Morea and Nancy Morea. Michael Morea comes from 5 generations in the waste industry. He has over 45 years of experience. Nancy Morea is meticulous with upkeeping all policies and procedures necessary to maintain company records, reports, audits, payroll, and providing the necessary tools to employees to help them succeed. After years of planning, in 2012 they obtained a Solid Waste Operations Permit for a Transfer Station and a Construction & Demolition Debris Recovery Facility (MRF). (copy of DEP permit enclosed)

ELS has been servicing this community and the surrounding homes and business since its establishment in 2003. As a team we have strong moral ethic. Our goal is to salvage any recyclable products entering this facility. We sort and dissect peoples "unwanted items" and turn them into desirable and marketable products.

Class 1 MSW (garbage or putrescible organic waste than can decompose) is transferred off the premise to a landfill.

Class 111 MSW (non-putrescible & mixed concrete & demolition debris) is sent to a Class 111 landfill. C&D (construction & demolition debris) is sorted on the premise and recycled.

Clean and Dirty Concrete & Asphalt is accepted and prepared on site to produce aggregate material. Yard Waste is made into mulch and fill dirt.

We are fully licensed, bonded, and exceed requirements for all insurance request.





CITY OF BUNNELL - RFP 2023-02

## **Evaluation Criteria**

### **B. Ability to Perform Scope of Work**

ELS is currently taking in the material from City of Bunnell requested in this new proposal.

When we opened the City of Bunnell was actually the first truck to dump the first load of MSW in our transfer station over 10 years ago.

We service many municipalities for the same scope of work including but not limited to:

City of Palm Coast, City of Flagler Beach, City of St. Augustine, and City of St. Augustine Beach.

We accept debris from large haulers including but not limited to Waste Management, Waste Pro, Arwood Waste, and United Site Services.

We accept debris from hundreds of local customers including businesses and homeowners. This allows us to keep business local. It is detrimental to building a relationship and strengthening and support our community. Our staff is trained and fully prepared to respond to any questions or concerns. Our firm is capable of providing all services within the scope of work described. We pride ourselves in doing whatever steps necessary to get the job done. Our normal hours of operation are 7am to 5pm Monday through Friday, and 7:00 am to 3:00 pm Saturdays.

In the past we have assisted by the request of FEMA to help in many hurricane or storm related debris cleanups. We were approved as an official disaster clean up facility by FEMA.

We stayed open 7 days a week 5am to 7pm until roads were cleared of debris.

Our local phone number is 386-447-2222, however in any crisis the owner Michael Morea has his cel phone number posted in front of this facility to contact him at 386-931-4092.

ELS is owned by Michael and Nancy Morea. Our son John Morea has worked here since grade school. We are a family-owned company, and will always go above and beyond to get the job done.

We treat all customers the same. Large Companies, small businesses, or homeowner.





# Environmental Land Services of Flagler County, Inc.



*"Thru Service We Grow"*

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CITY OF BUNNELL - RFP 2023-02

## Evaluation Criteria

### C. Fee Structure / Schedule

**Invoices are sent at the end of every week.**

**We currently send the invoice along with a backup report of all dump tickets on that invoice.**

**This makes it easier for your accounting department to process for payment.**

**You are also given a physical dump ticket at the scale when the driver dumps any debris.**

**Payment terms are net 30**

**We accept ACH or checks.**





CITY OF BUNNELL - RFP 2023-02

**Evaluation Criteria**

**D. Location Proximity of Facility to City Core**

We are located 1.6 miles north of Moody Blvd. and US 1.

Given our convenient location, ELS will be able to save the City of Bunnell time and money in hauling alone. In addition, the city will also benefit from the long-term effects of less wear and tear on their equipment. After factoring in less fuel consumption and exhaust, you will also contribute to helping the environment with their global warming crisis.





CITY OF BUNNELL - RFP 2023-02

**Evaluation Criteria**

**E. Client References**

City of Flagler Beach  
105 2<sup>nd</sup> Street South  
Flagler Beach, FL 32136  
Robert Smith  
386-517-2000

City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164  
Casey Luedke  
386-986-3731

City of St. Augustine Beach  
2200 A1A South  
St. Augustine, FL 32080  
Patty Douylliez  
904-471-2122

Waste Management  
13525 Hull Trail  
Ormond Beach, FL 32174  
Nicky Hudson  
386-615-7790

Waste Pro of Florida  
170 County Landfill Road  
Palatka, FL 32177  
Heather Badger-Felmet  
386-586-0800





**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT  
(Form A)**

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Environmental Land Services of Pagan County, INC.  
COMPANY NAME

Nancy Moore, V.P.

SIGNER'S NAME (PRINT OR TYPE)

Nancy Moore V.P.  
AUTHORIZED SIGNATURE

Vice Pres  
TITLE

7/11/23  
DATE

CITY OF BUNNELL

**DRUG-FREE WORKPLACE CERTIFICATION**  
(Form B)

Does your Agency have a Drug-Free Workplace Program: Yes:  No:

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5 ) calendar days after such conviction.

Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NANCY MOREA, VP  
NAME  
Nancy Morea VP  
SIGNATURE  
Vice Pres  
TITLE

**RESPONDER'S CERTIFICATION  
(Form C)**

I have carefully examined the Request for Proposal, Instructions to Responders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal at the prices, rates or discounts quoted in my response. I agree that my response will remain firm for a period of up to ninety (90) days in order to allow the CITY OF BUNNELL adequate time to evaluate the responses.

I agree to abide by all conditions of this response and understand that a background investigation may be conducted by the CITY OF BUNNELL prior to award.

I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the Responder and that the Responder is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without any prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response; no employee or agent of the CITY OF BUNNELL or of any other Responder has any interest in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Environmental and Services of Flagler County Inc  
Responder

Nancy Jones, VP.  
Authorized Signature

Vice Pres  
Officer Title

7/11/23  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110	<b>CONTACT NAME:</b> Dora Spada <b>PHONE (A/C, No, Ext):</b> (386) 437-7767 <b>FAX (A/C, No):</b> (386) 437-9226 <b>E-MAIL ADDRESS:</b> dora@haywardbrownflagler.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance NAIC # 44520 <b>INSURER B:</b> National Indemnity Company of the South 42137 <b>INSURER C:</b> Bridgefield Employers Insurance Company 10701 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Environmental Land Services of Flagler Co Inc & Environmental Site Services, A Morea Group, ELS Property Holdings, LLC P O Box 1029 Bunnell FL 32110	

**COVERAGES** CERTIFICATE NUMBER: CL2332019983 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		EPK141042	09/25/2022	09/25/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input checked="" type="checkbox"/> Blanket Additional Insured						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blanket Waiver of Subrogation						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY			74APB005919	11/29/2022	11/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							PIP \$ 10,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EFX122575	03/28/2023	09/25/2023	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-36955	09/25/2022	09/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Bunnell is named as Additional Insured on the General Liability Policy. 30 days notice of cancellation applies in favor of the additional insured.

<b>CERTIFICATE HOLDER</b> City of Bunnell P.O. Box 756 Bunnell FL 32110	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256-7590  
DEP\_NED@dep.state.fl.us

Noah Valenstein  
Secretary

### Permit Issued to:

Environmental Land Services of Flagler County Inc.  
Post Office Box 1029  
Bunnell, Florida 32110  
(386) 931-4092

Facility WACS ID No.:100977  
Facility Name: Environmental Land Services of Flagler County Inc.  
Facility Address: 1841 State Street North  
Bunnell, Florida 32110

Contact Person:  
Michael Morea, President  
Post Office Box 1029  
Bunnell, Florida 32110  
[michael.morea@elsfc.com](mailto:michael.morea@elsfc.com)  
(386) 931-4092

### **Solid Waste Operation Renewal Permit for a Class I Transfer Station, and a Construction and Demolition Debris Materials Recovery Facility**

Permit No.: 317078-003-SO  
Replaces Permit No.: 317078-001-SO & Modification Nos.: 317078-002-MM & 317094-002-MM

Permit Issued: July 13, 2018 (Permit Version 3)  
Permit Renewal Application Due Date: (61 days prior to the permit expiration date)  
Permit Expires: July 13, 2028

**Permitting Authority**  
Florida Department of Environmental Protection  
Northeast District Office  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256  
Phone: (904) 256-1700  
Fax: (904) 256-1587



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MOREA, NANCY JANINE**

ENVIRONMENTAL LAND SERVICES OF FLAGLER COUNTY, INC.  
1841 N. STATE ST.  
BUNNELL FL 32110

**LICENSE NUMBER: CUC1225270**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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**VIII. Proposal Submission Response- #8**

**Fee/Cost Proposal including Payment terms for RFP 2023-02**

**Proposer's Name: Environmental Land Services of Flagler County Inc**

**TO: City Clerk**

City of Bunnell

604 East Moody Blvd, Unit 6

Bunnell FL 32110

**Proposal Offered: Cost of Disposal**

Commercial Solid Waste \$48.75 a ton + 5.7% CPI

Residential Solid Waste \$48.75 a ton + 5.7% CPI

Cardboard Free NO Rebate

Residential Recycle \$75.00 a Ton

Yard Waste \$6.50 a yard

C&D \$48.75 a Ton

Tires \$25.00 per Tire

Fuel \$500.00 Flat weekly rate

**Payment Terms:**

**Invoiced weekly with a 30-day net payment term**



**Environmental  
Land Services**  
"Thru Service We Grow!"  
386.447.2222

PO Box 1029  
Bunnell, FL 32110

# Invoice

Date	Invoice #
6/30/2023	153231

Bill To
CITY OF BUNNELL SOLID WASTE P.O. BOX 756 BUNNELL, FL 32110

Ship To
1841 North State Street Bunnell, FL 32110

P.O. No.	Due Date
	7/30/2023

Description	Qty	Rate	Service Date	Amount
SOLID WASTE TS - Ticket:339394 - 6/23/2023	12.29	48.75		557.20
C&D - Ticket:339461 - 6/23/2023	2.92	48.75		132.39
SOLID WASTE TS - Ticket:339489 - 6/23/2023	7.2	48.75		326.43
SOLID WASTE TS - Ticket:339589 - 6/26/2023	12.72	48.75		576.69
SOLID WASTE TS - Ticket:339591 - 6/26/2023	8.59	48.75		389.45
SOLID WASTE TS - Ticket:339623 - 6/26/2023	6.28	48.75		284.72
YARD WASTE by Yard - Ticket:339688 - 6/26/2023	20	6.00		111.60
SOLID WASTE TS - Ticket:339811 - 6/27/2023	12.75	48.75		578.05
SOLID WASTE TS - Ticket:340007 - 6/28/2023	6.36	48.75		288.35
SOLID WASTE TS - Ticket:340014 - 6/28/2023	10.32	48.75		467.88
YARD WASTE by Yard - Ticket:340145 - 6/29/2023	10	6.00		55.80
SOLID WASTE TS - Ticket:340154 - 6/29/2023	11.76	48.75		533.17
C&D - Ticket:340221 - 6/29/2023	3.48	48.75		157.77
FUEL SURCHARGE		500.00		500.00

Thank you for your business.

**Sales Tax (0.00)** \$0.00

**Total** \$4,959.50

**Payments/Credits** \$0.00

**Balance Due** \$4,959.50

Phone #	Fax #
386-447-2222	386-437-3339



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ENVIRONMENTAL LAND SERVICES OF FLAGLER COUNTY INC.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>1841 NORTH STATE STREET</b>	Requester's name and address (optional) <b>BUNNELL CITY CLERK PO BOX 756 BUNNELL, FL 32110</b>	
	6 City, state, and ZIP code <b>BUNNELL, FL 32110</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
2	0		-	1	7	5	3	7	3	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/11/23</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**ADDENDUM NO. 01**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REQUEST FOR PROPOSAL FOR MSW CLASS 1/ CLASS 111/ LANDFILL/ C&D / MRF RECYCLING  
SERVICE/ YARD WASTE RECYCLING/ SOLID WASTE TRANSFER/ TRANSPORTATION &  
DISPOSAL SERVICES  
RFP NO: 2023-02**

Date Issued: 6/26/2023

**A. QUESTIONS & ANSWERS**

- 1) Question 1: Is this a residential collection and disposal RFP? Is it possible you could send instruction packets?

***Answer 1: The City provides residential and commercial collection and disposal. Information to be included in the bid submittal packet is listed in the published RFP in Section VII Proposal Submission (begins on page 8 of the published RFP).***

***A bidder can submit information for any of the services the City is seeking; the bidder does not need to provide all services sought. The City can decide to award more than one contract based on the bid submittals.***

**ACKNOWLEDGEMENT:**

*Nancy Morea VP 6/26/23*  
Signature and Date

*NANCY MOREA VP*  
Printed Name and Title

*Environmental Land Services of Flagler County Inc.*  
Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 01**



**ADDENDUM NO. 02**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REQUEST FOR PROPOSAL FOR MSW CLASS 1/ CLASS 111/ LANDFILL/ C&D / MRF RECYCLING  
SERVICE/ YARD WASTE RECYCLING/ SOLID WASTE TRANSFER/ TRANSPORTATION &  
DISPOSAL SERVICES  
RFP NO: 2023-02**

**Date Issued: 7/07/2023**

**A. QUESTIONS & ANSWERS**

- 1) Question 1: Can you give us a sample for the pricing sheet on Bunnell: \*Addendum 1\* MSW Class 1/ Class 111/ Landfill/ C&D / MRF Recycling Service/ Yard Waste Recycling/ Solid Waste Transfer/Transportation & Disposal Services?

***Answer 1: The City does not use a set format or form for pricing. The fee schedule/cost sheet/pricing sheet provided in the Bid response should clearly identify the cost per yard/ton, cost per item, or however else disposal of solid waste, recycling, yard waste or construction debris may be charged by the responder. Any additional fees, such as fuel surcharges or any other possible fees that could be added to a dump ticket or invoice due to the service provided should be included in the fee schedule/cost sheet/pricing sheet.***

- 2) Question 2: How does the City collect recycling materials?

***Answer 2: The City collects recycling as single sort material. The City does not have the equipment or staff to collect materials already separated to deliver to the transfer site; items collected by City trucks will be delivered combined in one truck. If providing bid for recycling services transfer/transportation and disposal services, please identify what materials will be accepted for recycling. If there are any rebates/reduced rates offered for recycling materials, please identify what those rebates/reduced rates may be.***

- 3) Question 3: Can the City provide the tonnages by month from January 2022 through May 2023 for each of the following waste streams:
- a. Class I
  - b. Class III
  - c. C&D
  - d. MRF Recycling
    - i. can the city also provide the material type being recycled.
      - 1. Is it single stream residential?
      - 2. Dual stream residential?
      - 3. Commercial cardboard?
  - e. Yard Waste
  - f. Tires
  - g. Household Hazardous Waste

**Answer 3: Please see the totals below for dumping for the current fiscal year.**

	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23
Commercial Solid Waste	202.74	230.84	179.43	232.60	203.99	228.83	224.88	243.76
Residential Solid Waste	137.50	122.41	105.83	121.13	118.85	166.02	124.57	136.68
Cardboard	21.39	26.37	20.64	21.14	18.73	20.10	21.71	20.22
Residential Recycle	9.71	12.89	16.21	29.49	29.73	30.39	30.55	35.55
Yard Waste	2324.00	146.00	61.00	117.00	83.00	52.00	145.00	112.00
C&D	34.28	19.52	26.29	54.88	17.49	26.76	29.53	31.97
Other- Scrap/Misc/Tires	0.00	0.00	0.00	5.06	5.94	4.98	0.00	6.49
<b>TOTALS</b>	<b>2729.62</b>	<b>558.03</b>	<b>409.40</b>	<b>581.30</b>	<b>477.73</b>	<b>529.08</b>	<b>576.24</b>	<b>586.67</b>

**The totals for Fiscal Year 2021/2022 were:**

	FY 21/22 Total
Commercial Solid Waste	2374.65
Residential Solid Waste	1446.87
Cardboard	278.42
Residential Recycle	304.19
Yard Waste	1203.00
C&D	319.00
Other- Scrap/Misc/Tires	16.44
<b>TOTALS</b>	<b>5942.57</b>

**The City does residential single stream garbage and recycling collection (all garbage/recycling goes into one toter/cart issued by the City and is dumped into the same truck).**

**Clean commercial cardboard is collected by the City.**

**Commercial dumpster service is provided by the City.**

**In 2021, due to industry standards, the City had to alter its recycling program. At this time the following materials are collected for residential recycling: clean cardboard and aluminum; however, the City would like to resume the collection and processing of glass and plastics as part of the recycling program. Any bidder should include information on the types of materials they can/will take for recycling.**

**The City does not collect hazardous household goods on a regular basis. The City may wish to host a hazardous household waste collection day(s) and therefore is seeking rates for the disposal of these types of waste.**

**The City averages about 16-18 visits per week to our current provider to empty trucks.**

4) Question 4: Where is the City delivering each of these waste streams to today?

**Answer 4: The City's current contract is with Environmental Land Services LLC 1841 North State St., Bunnell, FL 32110.**

**The City has no other contracts for disposal of solid waste or recycling. For items not accepted by the current provider the City has used the following: Global Tire Recycling 1201 Industrial Dr., Wildwood, FL 34785.**

- 5) Question 5: What is the current rate for disposal and/or processing the City currently pays for each waste stream?

**Answer 5: Under the City's current contract, the City pays \$6.00 per cubic yard for yard waste, \$48.75 per ton for solid waste disposal and \$48.75 per ton for construction and debris disposal.**

**The City started paying a \$500.00 per week fuel surcharge in September 2022. This was due to rising fuel prices experienced by the current contractor, but was not considered to be a permanent charge and could be stopped once fuel prices are lowered further.**

**Per the original 2015 contract, there is a \$20.00 per ton rebate for clean cardboard; however, this rebate fluctuates based on the market rate.**

- 6) Question 6: Based on the question and answer in Addendum NO.01 will the city provide a complete list of any multifamily and commercial customers it services as well as the number of single-family homes it collects from.

**Answer 6: The table below reflects the number of solid waste accounts as of May 2023:**

<b>Service</b>	<b>Number of Accounts</b>
Residential	1270
Commercial Cart	160
2 yd 1x per week	15
2 yd 2x per week	61
2 yd 3x per week	6
4 yd 1x per week	11
4 yd 2x per week	35
4 yd 3x per week	3
6 yd 1x per week	5
6 yd 2x per week	8
6 yd 3x per week	5
8 yd 1x per week	2
8 yd 2x per week	8
8 yd 3x per week	7

Note: The City is in several due diligence discussions with developers that will significantly increase the number of solid waste accounts, both residential and commercial, over the next 1 to 5 years.

- 7) Question 7: What are the services and frequencies for each waste stream the City provides to the residents?

**Answer 7: Residential customers receive the following pick-ups per week: 1 yard waste, 2 solid waste, 1 recycling and 1 bulk pick-up.**

**Commercial carts are picked up once a week.**

**Commercial dumpsters can be picked up once, twice or three times per week.**

**Commercial cardboard is picked up once a week.**

- 8) Question 8: Will the City provide a pricing format for the disposal portion for the bidders to respond with. If the City provides the form, it will create a uniform response.

**Answer 8: The City is not issuing a pricing form for bid submittal (see question and answer 1 Addendum No. 02). Please provide the cost to dispose of items per ton or yard, whichever is applicable to the item type accepted by the bidder. If there are other possible fees or costs associated with the use of the dumping site, they need to be listed.**

- 9) Question 9: Will the City extend the due date to allow time for bidders to adjust bids based on answers to questions submitted?

**Answer 9: The bid due date will not be extended.**

- 10) Question 10: Please explain ADA compliant electronic copy in pdf format.

**Answer 10: ADA compliant means the document and any images have been converted to be readable to an e-reader.**

- 11) Question 11: Please provide average daily, weekly, and yearly volumes of MSW Class 1. Please provide average daily, weekly, and yearly volumes of Class 111. Please provide average daily, weekly, and yearly volumes of Construction and Demolition debris. Please provide average daily, weekly, and yearly volumes of Recycling. Please provide average daily, weekly, and yearly volumes of Yard Waste. Please provide average daily, weekly, and yearly volumes of Tire Disposal. Please provide average daily, weekly, and yearly volumes of Solid Waste for transfer.

**Answer 11: See charts provided in Addendum 02 Question 3. To provide this information for daily, weekly and yearly data would take an extended period of time to gather and organize for an answer which would delay the posting of the addendum and give potential responders less time to prepare and submit their bids.**

**Additional Fiscal Year dumping totals to assist with answering this question and providing data are below:**

Fiscal Year 2020/2021	Total	Fiscal Year 2019/2020	Total
Commercial Solid Waste	1995.58	Commercial Solid Waste	1960.54
Residential Solid Waste	1546.61	Residential Solid Waste	1380.89
Cardboard	276.50	Cardboard & Recycle	585.98
Residential Recycle	346.80	Yard Waste	1593.00
Yard Waste	1153.00	C&D	315.51
C&D	574.58	Other- Scrap or Misc	12.79
Other- Scrap or Misc	4.27	<b>TOTALS</b>	<b>5848.71</b>
<b>TOTALS</b>	<b>5897.34</b>		

12) Question 12: Please provide average daily, weekly, and yearly volumes of Household Hazardous Waste.

**Answer 12: The City has never gathered household hazardous waste on its own; we have partnered with adjacent jurisdictions to host household hazardous waste collection days. There is no data to provide.**

13) Question 13: Please explain How materials are delivered, i.e., type of truck, etc.

**Answer 13: Currently the City operates two (2) solid waste trucks- a 2010 Mack LEU613 and a 2019 Peterbuilt 520- and one grapple truck- 2023 Freightliner M2. Materials are collected and delivered in all these trucks; dumped from the body of each truck.**

14) Question 14: Are tires delivered in a separate truck?

**Answer 14: Tires are delivered in their own load; only tires in the entire truck. They are delivered using the grapple truck.**

15) Question 15: How are furniture, bulk, and appliances delivered, i.e., flatbed truck

**Answer 15: All bulk and construction debris are gathered with the grapple truck and delivered in the same truck. Depending on the route ad items placed out for pickup, furniture and construction debris may be delivered in the same load.**

16) Question 16: Is the City looking for a site to hold "Hazardous Waste" days twice per year?

**Answer 16: The City has not determined if it wishes to hold these collection days. The City is looking to explore hosting these types of says one or twice a year.**

**ACKNOWLEDGEMENT:**

Nancy Morea, V.P. 7/7/2023  
Signature and Date

NANCY MOREA, V.P.  
Printed Name and Title

Environmental Land Services of Flagler County Inc  
Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 02**