

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, November 13, 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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: MS4 Illicit Discharge

C. Consent Agenda:

C.1. Approval of Warrant

a. November 13, 2023 Warrants

C.2. Approval of Minutes

a. October 23, 2023 Executive Strategy Session Minutes

b. October 23, 2023 City Commission Meeting Minutes

C.3. Approval of Business Incentive Development Agreement for DMT Construction Inc

D. Public Comments:

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

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1. Request Approval of Contract 2023-18 with Waste Pro of Florida Inc. for Solid Waste Dumping Services.
- H.2. Acceptance of the Bunnell Admin / PD Complex - Construction/Access Easements
- H.3. Discussion: 2024 Italian Festival (Commissioner Schultz)

I. **Reports:**

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

J. **Call for Adjournment.**

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

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

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

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on November 6, 2023



City of Bunnell, Florida

Agenda Item No. B.1.

Document Date: 10/26/2023 Amount:
Department: Infrastructure Account #:
Subject: Presentation: MS4 Illicit Discharge
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:
Goal/Priority: Infrastructure

Summary/Highlights:

In accordance with the National Pollutant Discharge Elimination Systems (NPDES) Annual Report Phase II MS4 Permit ID #FLR04E143:

Public Meetings:

Conduct Public Meetings to inform the public concerning the need to properly manage storm water systems and engage the public in related policy development and enforcement activities.

The City will conduct a training annually which informs the public and public employees on the hazards associated with illicit discharge and improper disposal of waste.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



City of Bunnell, Florida

ATTACHMENTS:

Description

FY2022/2023 Warrant

FY2023/2024 Warrant

Type

Warrant

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08185 - FY 22-23 Warrant 11.13.23

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: C.A.P. Government, Inc.					
	09/30/2023	C.A.P. Government, Inc.	Services from 9/1/23-9/30/23	001-0524-524.3401	5,190.00
			Vendor C.A.P. Government, Inc. Total:		5,190.00
Vendor: City Electric Supply Company					
	09/28/2023	City Electric Supply Company	RAS - To rewire the East BTU...	404-0535-535.4640	132.03
			Vendor City Electric Supply Company Total:		132.03
Vendor: CPH, LLC					
	09/30/2023	CPH, LLC	Services through Sept 2023	404-0535-535.6200	2,064.13
			Vendor CPH, LLC Total:		2,064.13
Vendor: Environmental Land Services of Flagler County, Inc					
	09/30/2023	Environmental Land Services...	Services for 2023	402-0534-534.3400	1,142.05
	09/30/2023	Environmental Land Services...	Services for 9/22-9/27	402-0534-534.3400	3,453.14
			Vendor Environmental Land Services of Flagler County, Inc Total:		4,595.19
Vendor: Environmental Products Group Inc					
	07/07/2023	Environmental Products Gro...	Sewer Camera Head Repair	404-0535-535.4640	25.00
	07/07/2023	Environmental Products Gro...	Sewer Camera Head Repair	404-0535-535.4640	430.00
	07/07/2023	Environmental Products Gro...	Sewer Camera Head Repair	404-0535-535.4640	1,610.88
			Vendor Environmental Products Group Inc Total:		2,065.88
Vendor: Ferguson US Holdings, Inc					
	08/11/2023	Ferguson US Holdings, Inc	Brass ID tags needed for fire ...	401-0533-533.5205	515.52
			Vendor Ferguson US Holdings, Inc Total:		515.52
Vendor: Ferguson Waterworks #3650					
	08/21/2023	Ferguson Waterworks #3650	METER 5/8" x 3/4"	401-0533-533.5264	6,284.25
	08/21/2023	Ferguson Waterworks #3650	METER 5/8" x 3/4"	404-0535-535.5264	6,284.25
			Vendor Ferguson Waterworks #3650 Total:		12,568.50
Vendor: Flagler County Board of County Commissioners					
	09/30/2023	Flagler County Board of Coun...	repairs for Sept 2023	001-0521-521.4620	163.97
	09/30/2023	Flagler County Board of Coun...	Services and Repair	001-0521-521.4620	93.50
	09/30/2023	Flagler County Board of Coun...	Services and Repair	001-0521-521.4620	440.94
	09/30/2023	Flagler County Board of Coun...	Services and Repair	001-0521-521.4620	123.29
	09/30/2023	Flagler County Board of Coun...	Services and Repair	001-0521-521.4620	963.70
	09/30/2023	Flagler County Board of Coun...	Services and Repair	001-0521-521.4620	757.47
	09/30/2023	Flagler County Board of Coun...	Fuel Reimbursement Septem...	001-0521-521.5210	5,557.50
			Vendor Flagler County Board of County Commissioners Total:		8,100.37
Vendor: Gannett Media Corp					
	09/30/2023	Gannett Media Corp	Billing for Sept 2023	001-0519-519.4800	1,040.00
			Vendor Gannett Media Corp Total:		1,040.00
Vendor: Lowe's Companies, Inc					
	05/10/2023	Lowe's Companies, Inc	Air Tool and accessories to he..	401-0533-533.5265	207.75
	05/10/2023	Lowe's Companies, Inc	ROAD SIDE DRAINAGE RUN ...	001-0541-541.4300	643.34
	08/09/2023	Lowe's Companies, Inc	Tools and workstation neede...	404-0535-535.5200	19.99
	08/09/2023	Lowe's Companies, Inc	Tools and workstation neede...	404-0535-535.5264	822.82
			Vendor Lowe's Companies, Inc Total:		1,693.90
Vendor: NextEra Energy Inc					
	09/30/2023	NextEra Energy Inc	01235-95431 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	01408-42220 Sept 2023	404-0535-535.4300	107.87
	09/30/2023	NextEra Energy Inc	04369-52212 Sept 2023	404-0535-535.4300	29.69
	09/30/2023	NextEra Energy Inc	04799-99278 Sept 2023	001-0519-519.4300	141.44
	09/30/2023	NextEra Energy Inc	05365-06116 Sept 2023	404-0535-535.4300	33.22
	09/30/2023	NextEra Energy Inc	08857-07703 Sept 2023	401-0533-533.4300	4,400.05
	09/30/2023	NextEra Energy Inc	16239-97200 Sept 2023	001-0541-541.4300	39.18

Expense Approval Register

Packet: APPKT08185 - FY 22-23 Warrant 11.13.23

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/30/2023	NextEra Energy Inc	19639-02331 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	24515-76322 Sept 2023	001-0572-572.4300	41.38
	09/30/2023	NextEra Energy Inc	25840-57588 Sept 2023	001-0541-541.4300	27.47
	09/30/2023	NextEra Energy Inc	26391-00821 Sept 2023	404-0535-535.4300	32.96
	09/30/2023	NextEra Energy Inc	28635-95142 Sept 2023	001-0572-572.4300	175.88
	09/30/2023	NextEra Energy Inc	29732-82177 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	34080-03816 Sept 2023	404-0535-535.4300	132.34
	09/30/2023	NextEra Energy Inc	38244-16469 Sept 2023	404-0535-535.4300	284.66
	09/30/2023	NextEra Energy Inc	39472-13538 Sept 2023	404-0535-535.4300	33.93
	09/30/2023	NextEra Energy Inc	46834-52215 Sept 2023	404-0535-535.4300	30.34
	09/30/2023	NextEra Energy Inc	484784-38110 Sept 2023	001-0519-519.4300	30.76
	09/30/2023	NextEra Energy Inc	56821-04848 Sept 2023	001-0541-541.4300	33.96
	09/30/2023	NextEra Energy Inc	56831-02874 Sept 2023	001-0541-541.4300	101.94
	09/30/2023	NextEra Energy Inc	59268-64496 Sept 2023	401-0533-533.4300	115.12
	09/30/2023	NextEra Energy Inc	60520-97182 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	66101-01831 Sept 2023	001-0572-572.4300	251.89
	09/30/2023	NextEra Energy Inc	66311-06884 Sept 2023	001-0541-541.4300	53.14
	09/30/2023	NextEra Energy Inc	67305-62219 Sept 2023	001-0541-541.4300	29.61
	09/30/2023	NextEra Energy Inc	67468-67586 Sept 2023	001-0541-541.4300	27.35
	09/30/2023	NextEra Energy Inc	68117-21478 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	69938-28117 Sept 2023	001-0521-521.4300	31.05
	09/30/2023	NextEra Energy Inc	76171-09884 Sept 2023	404-0535-535.4300	122.95
	09/30/2023	NextEra Energy Inc	79034-46115 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	82864-01883 Sept 2023	404-0535-535.4300	66.95
	09/30/2023	NextEra Energy Inc	90810-48119 Sept 2023	404-0535-535.4300	30.05
	09/30/2023	NextEra Energy Inc	93326-9348 Sept 2023	001-0521-521.4300	13.04
	09/30/2023	NextEra Energy Inc	93326-9348 Sept 2023	404-0535-535.4300	50.77
	09/30/2023	NextEra Energy Inc	99040-97517 Sept 2023	001-0519-519.4300	129.58
				Vendor NextEra Energy Inc Total:	6,676.81
Vendor: North Florida Economic Development Partnership					
	09/30/2023	North Florida Economic Deve...	2023 Technical Assistance Se...	001-0524-524.3400	1,500.00
				Vendor North Florida Economic Development Partnership Total:	1,500.00
Vendor: Zev Cohen & Associates, Inc.					
	09/30/2023	Zev Cohen & Associates, Inc.	Service through 9/30/23	001-0524-524.3400	2,158.95
				Vendor Zev Cohen & Associates, Inc. Total:	2,158.95
				Grand Total:	48,301.28

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	19,838.57
401 - WATER	11,522.69
402 - SOLID WASTE	4,595.19
404 - SEWER	12,344.83
Grand Total:	48,301.28

Account Summary

Account Number	Account Name	Expense Amount
001-0519-519.4300	Utilities	301.78
001-0519-519.4800	Promotions/Advertising	1,040.00
001-0521-521.4300	Utility - Public Services	122.33
001-0521-521.4620	Repair / Maint - Vehicles	2,542.87
001-0521-521.5210	Fuel	5,557.50
001-0524-524.3400	Other Contract Services	3,658.95
001-0524-524.3401	Bldg / Fire Inspection Exp..	5,190.00
001-0541-541.4300	Utility - Public Services	955.99
001-0572-572.4300	Utility - Public Services	469.15
401-0533-533.4300	Utility - Public Services	4,515.17
401-0533-533.5205	Operating Supplies Exp -...	515.52
401-0533-533.5264	Small Equipment Purcha...	6,284.25
401-0533-533.5265	Tools	207.75
402-0534-534.3400	Other Contract Services -...	4,595.19
404-0535-535.4300	Utilities	955.73
404-0535-535.4640	Repairs & Maint. - Equi...	2,197.91
404-0535-535.5200	Operating Supplies	19.99
404-0535-535.5264	Small Equipment	7,107.07
404-0535-535.6200	Buildings	2,064.13
Grand Total:	48,301.28	

Project Account Summary

Project Account Key	Expense Amount
None	46,237.15
Water Treatment Plan Construction	2,064.13
Grand Total:	48,301.28



Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: 4C's Trucking & Excavation, Inc.					
	10/18/2023	4C's Trucking & Excavation, I...	Material needed to restock p...	401-0533-533.5205	485.26
	10/18/2023	4C's Trucking & Excavation, I...	Material needed to restock p...	404-0535-535.5200	485.25
		Vendor 4C's Trucking & Excavation, Inc. Total:			970.51
Vendor: American Family Life Assurance Company of Columbus					
	10/25/2023	American Family Life Assuran...	AFLAC October 2023	001-2185000	746.18
		Vendor American Family Life Assurance Company of Columbus			Total: 746.18
Vendor: Blue Cross Blue Shield of Florida					
	10/18/2023	Blue Cross Blue Shield of Flor...	FCL November 2023	001-2184000	2,144.65
	10/18/2023	Blue Cross Blue Shield of Flor...	FCL November 2023	001-2184500	81.17
		Vendor Blue Cross Blue Shield of Florida Total:			2,225.82
Vendor: Boulevard Tire Center					
	10/18/2023	Boulevard Tire Center	Tire Repair Truck 941	402-0534-534.4620	55.00
	10/19/2023	Boulevard Tire Center	Need to replace back tire	001-0541-541.4640	140.92
		Vendor Boulevard Tire Center Total:			195.92
Vendor: Bunnell Auto Supply, Inc.					
	10/16/2023	Bunnell Auto Supply, Inc.	Solenoid failing to charge bat...	001-0541-541.4640	22.23
	10/17/2023	Bunnell Auto Supply, Inc.	Air Brake Hose, Coipling, Mer...	402-0534-534.4620	122.40
	10/17/2023	Bunnell Auto Supply, Inc.	55 Gallon barrell of DEF	402-0534-534.5200	325.00
	10/17/2023	Bunnell Auto Supply, Inc.	Hyd Hose Fittings	402-0534-534.4620	180.95
	10/23/2023	Bunnell Auto Supply, Inc.	Switches Stoplight 941	402-0534-534.4620	37.99
	10/24/2023	Bunnell Auto Supply, Inc.	HI TEMP GREASE, COUPLING	001-0549-549.5200	89.69
	10/24/2023	Bunnell Auto Supply, Inc.	Lug Nuts929 wheel bearing	402-0534-534.4620	19.80
	10/24/2023	Bunnell Auto Supply, Inc.	Lug Nuts929 wheel bearing	402-0534-534.5264	31.28
	10/25/2023	Bunnell Auto Supply, Inc.	Battery replacement for gator	001-0541-541.4640	68.01
	10/25/2023	Bunnell Auto Supply, Inc.	Collant Resevour Insulator Tr...	402-0534-534.4620	708.52
	10/26/2023	Bunnell Auto Supply, Inc.	Merco Adapter Truck 941	402-0534-534.4620	8.49
	10/26/2023	Bunnell Auto Supply, Inc.	Merco Adapter Truck 941	402-0534-534.5200	35.98
	10/05/2023	Bunnell Auto Supply, Inc.	Transmission filter, Safety Va...	402-0534-534.4620	622.52
	10/05/2023	Bunnell Auto Supply, Inc.	Napa Gold Oil filter spin on, A..	402-0534-534.4620	250.18
	10/06/2023	Bunnell Auto Supply, Inc.	12mxtreel, Hyd Hose Fitting	402-0534-534.4620	107.45
		Vendor Bunnell Auto Supply, Inc. Total:			2,630.49
Vendor: Charles J. Cino					
	10/13/2023	Charles J. Cino	Code Enforcement Board	001-0524-524.3102	375.00
		Vendor Charles J. Cino			Total: 375.00
Vendor: City Electric Supply Company					
	10/04/2023	City Electric Supply Company	4600 MP Liftstation R&R	404-0535-535.4600	1,002.92
		Vendor City Electric Supply Company Total:			1,002.92
Vendor: City of Bunnell - WS O&M					
	10/31/2023	City of Bunnell - WS O&M	01-0040-01 OCT 2023	001-0572-572.4300	607.17
	10/31/2023	City of Bunnell - WS O&M	01-5270-01 OCT 2023	401-0533-533.4300	144.03
	10/31/2023	City of Bunnell - WS O&M	02-2060-09 OCT 2023	001-0519-519.4300	254.73
	10/31/2023	City of Bunnell - WS O&M	02-2070-07 OCT 2023	401-0533-533.4300	122.12
	10/31/2023	City of Bunnell - WS O&M	02-2070-07 OCT 2023	404-0535-535.4300	122.13
	10/31/2023	City of Bunnell - WS O&M	02-2080-08 OCT 2023	001-0519-519.4300	246.74
	10/31/2023	City of Bunnell - WS O&M	02-2503-00 OCT 2023	404-0535-535.4300	87.40
	10/31/2023	City of Bunnell - WS O&M	02-3191-00 OCT 2023	001-0541-541.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	03-0161-00 OCT 2023	404-0535-535.4300	88.27
	10/31/2023	City of Bunnell - WS O&M	03-0320-01 OCT 2023	001-0572-572.4300	340.99
	10/31/2023	City of Bunnell - WS O&M	03-0370-01 OCT 2023	001-0572-572.4300	1,882.03
	10/31/2023	City of Bunnell - WS O&M	03-0545-00 OCT 2023	404-0535-535.4300	87.69
	10/31/2023	City of Bunnell - WS O&M	03-1541-00 OCT 2023	404-0535-535.4300	88.17

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/31/2023	City of Bunnell - WS O&M	03-4991-00 OCT 2023	001-0541-541.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	03-5151-00 OCT 2023	001-0541-541.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	03-5191-00 OCT 2023	001-0572-572.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	03-5240-01 OCT 2023	404-0535-535.4300	368.19
	10/31/2023	City of Bunnell - WS O&M	03-5260-01 OCT 2023	001-0541-541.4300	596.24
	10/31/2023	City of Bunnell - WS O&M	04-0170-02 OCT 2023	404-0535-535.4300	87.40
	10/31/2023	City of Bunnell - WS O&M	04-1140-01 OCT 2023	001-0572-572.4300	290.79
	10/31/2023	City of Bunnell - WS O&M	04-2181-00 OCT 2023	404-0535-535.4300	88.95
	10/31/2023	City of Bunnell - WS O&M	04-3031-00 OCT 2023	001-0541-541.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	04-3032-00 OCT 2023	404-0535-535.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	04-3360-01 OCT 2023	404-0535-535.4300	87.30
	10/31/2023	City of Bunnell - WS O&M	06-0327-01 OCT 2023	404-0535-535.4300	87.30
			Vendor City of Bunnell - WS O&M Total:		6,201.44
Vendor: Colonial Life & Accident Insurance Company					
	10/12/2023	Colonial Life & Accident Insu...	Colonial Life October 2023	001-2185000	1,149.44
			Vendor Colonial Life & Accident Insurance Company Total:		1,149.44
Vendor: Culligan Water Products					
	10/23/2023	Culligan Water Products	5 G Water	001-0521-521.5100	30.50
			Vendor Culligan Water Products Total:		30.50
Vendor: Daisy Manning					
	10/16/2023	Daisy Manning	Rental Deposit	001-2201000	125.00
			Vendor Daisy Manning Total:		125.00
Vendor: DG Hardware, Inc.					
	10/10/2023	DG Hardware, Inc.	Fasteners, Hose Ext, Clorox W..	402-0534-534.5200	49.71
	10/12/2023	DG Hardware, Inc.	White Ext Cord, Adapter Out...	001-0521-521.5100	48.60
	10/12/2023	DG Hardware, Inc.	Batteries 9v 4 PK	402-0534-534.5200	19.99
	10/24/2023	DG Hardware, Inc.	Bug Spray and step tread	401-0533-533.5205	22.83
	10/24/2023	DG Hardware, Inc.	Bug Spray and step tread	404-0535-535.5200	22.83
	10/31/2023	DG Hardware, Inc.	Threadlock & Padlock Cable	001-0521-521.5200	30.83
	11/02/2023	DG Hardware, Inc.	Repair & install clean out	404-0535-535.4600	22.65
			Vendor DG Hardware, Inc. Total:		217.44
Vendor: Duval Asphalt Products, Inc					
	10/25/2023	Duval Asphalt Products, Inc	Asphalt for Potholes	001-0541-541.5300	2,464.00
			Vendor Duval Asphalt Products, Inc Total:		2,464.00
Vendor: Environmental Land Services of Flagler County, Inc					
	10/12/2023	Environmental Land Services...	Services for 10/6-1011	402-0534-534.3400	4,308.42
	10/17/2023	Environmental Land Services...	Services for 2024	402-0534-534.3400	2,654.35
	10/20/2023	Environmental Land Services...	Services for 10/13-10/19	402-0534-534.3400	4,904.56
	10/27/2023	Environmental Land Services...	Service for 10.20-10.26	402-0534-534.3400	4,610.37
			Vendor Environmental Land Services of Flagler County, Inc Total:		16,477.70
Vendor: Expert Chemical Sales & Service LLC					
	10/12/2023	Expert Chemical Sales & Serv...	10 Case Paper Towels	001-0572-572.5200	475.00
	10/18/2023	Expert Chemical Sales & Serv...	ultra black pro nitrile exam g...	402-0534-534.5200	294.00
			Vendor Expert Chemical Sales & Service LLC Total:		769.00
Vendor: Flagler County Board of County Commissioners					
	10/05/2023	Flagler County Board of Coun...	Software Pub Safety	001-0521-521.3400	9,740.46
			Vendor Flagler County Board of County Commissioners Total:		9,740.46
Vendor: Flagler County Sheriff's Office					
	10/30/2023	Flagler County Sheriff's Office	Shop with a cop 2023	001-2189000	1,116.00
			Vendor Flagler County Sheriff's Office Total:		1,116.00
Vendor: Florida Health Care Plans, Inc.					
	10/18/2023	Florida Health Care Plans, Inc.	T66	001-2184000	47,471.37
	10/18/2023	Florida Health Care Plans, Inc.	T23 November 2023	001-2184500	1,692.61
	10/18/2023	Florida Health Care Plans, Inc.	T23 November 2023	001-2184000	3,489.92
			Vendor Florida Health Care Plans, Inc. Total:		52,653.90
Vendor: Hawkins Inc					
	10/13/2023	Hawkins Inc	WTP Chemicals	401-0533-533.5205	1,498.75

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/13/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,099.10
	10/20/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,719.00
	10/27/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	600.00
			Vendor Hawkins Inc Total:		4,916.85
Vendor: HD Supply, Inc					
	10/13/2023	HD Supply, Inc	lab supplies and fire hose	401-0533-533.5205	1,568.78
	10/16/2023	HD Supply, Inc	lab supplies and fire hose	401-0533-533.5205	168.34
	10/20/2023	HD Supply, Inc	Broken DO Probe	404-0535-535.4640	1,115.03
	10/23/2023	HD Supply, Inc	WWTP items needed to pack...	404-0535-535.4640	219.25
	10/25/2023	HD Supply, Inc	Supplies for fire hose replac...	401-0533-533.5205	31.65
			Vendor HD Supply, Inc Total:		3,103.05
Vendor: iMulchFL Inc					
	10/17/2023	iMulchFL Inc	Playground Mulch for City Pa...	001-0572-572.5200	2,600.00
	10/17/2023	iMulchFL Inc	Red Mulch for City Parks & F...	001-0572-572.5200	2,500.00
			Vendor iMulchFL Inc Total:		5,100.00
Vendor: Ixom Watercare Inc					
	10/27/2023	Ixom Watercare Inc	Rebuild Kits for Pneumatic p...	401-0533-533.6400	5,092.50
			Vendor Ixom Watercare Inc Total:		5,092.50
Vendor: Joseph Sweeney					
	10/30/2023	Joseph Sweeney	Safety Footware Reimburse...	404-0535-535.4900	114.99
			Vendor Joseph Sweeney Total:		114.99
Vendor: Kerri A Uebel					
	10/18/2023	Kerri A Uebel	Speed Heads	001-0572-572.4640	118.24
	10/20/2023	Kerri A Uebel	Broken speed head replacem...	001-0541-541.5200	230.20
	10/24/2023	Kerri A Uebel	Oil for mix gas tank	001-0541-541.5200	111.98
			Vendor Kerri A Uebel Total:		460.42
Vendor: Knight Jon Boy Inc					
	11/02/2023	Knight Jon Boy Inc	Port-a-Pottie Rentals	001-0511-511.4900	600.00
			Vendor Knight Jon Boy Inc Total:		600.00
Vendor: KnowBe4					
	10/30/2023	KnowBe4	KnowBe4 Security Awareness..	001-0516-516.5230	207.75
			Vendor KnowBe4 Total:		207.75
Vendor: LAURA LINDSEY					
	10/23/2023	LAURA LINDSEY	Safety Footware Reimburse...	401-0533-533.4900	40.00
	10/23/2023	LAURA LINDSEY	Safety Footware Reimburse...	404-0535-535.4900	39.99
			Vendor LAURA LINDSEY Total:		79.99
Vendor: Liberty National Life Insurance					
	10/16/2023	Liberty National Life Insurance	Globe Life October 2023	001-2185000	770.80
			Vendor Liberty National Life Insurance Total:		770.80
Vendor: MacData LLC					
	10/31/2023	MacData LLC	Fecher/Melissa	001-0513-513.4900	30.00
			Vendor MacData LLC Total:		30.00
Vendor: McGrath RentCorp and Subsidiaries					
	10/18/2023	McGrath RentCorp and Subs...	24mth lease 10.18.23-11.16...	001-0519-519.4400	2,188.66
			Vendor McGrath RentCorp and Subsidiaries Total:		2,188.66
Vendor: Michael Leo Dove					
	10/18/2023	Michael Leo Dove	Services for 10/2-10/18	001-0524-524.3401	1,260.00
	11/02/2023	Michael Leo Dove	Services for 10.23.23-11.02.23	001-0524-524.3401	1,425.00
			Vendor Michael Leo Dove Total:		2,685.00
Vendor: Municipal Emergency Services, Inc					
	10/23/2023	Municipal Emergency Service...	Name tag Hobbs/Traylor	001-0521-521.5220	37.58
	10/06/2023	Municipal Emergency Service...	Color Patches	001-0521-521.5220	215.50
			Vendor Municipal Emergency Services, Inc Total:		253.08

Expense Approval Register				Packet: APPKT08186 - FY 23-24 Warrant 11.13.23	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: New Directions					
	11/01/2023	New Directions	Quarterly 11/23-1/24	001-0511-511.2300	490.75
				Vendor New Directions Total:	490.75
Vendor: Nextran					
	10/10/2023	Nextran	DPF wire Harness #929	402-0534-534.4620	385.76
				Vendor Nextran Total:	385.76
Vendor: Nicholson A/C & Heating, Inc.					
	10/01/2023	Nicholson A/C & Heating, Inc.	Remaning balance	001-0541-541.4400	45.00
				Vendor Nicholson A/C & Heating, Inc. Total:	45.00
Vendor: Nijama Coles					
	11/02/2023	Nijama Coles	Rental Refund	001-2201000	125.00
				Vendor Nijama Coles Total:	125.00
Vendor: Noah's Landing Petting Zoo and Pony Rides, Inc.					
	10/10/2023	Noah's Landing Petting Zoo a...	Christmas in Bunnell Petting ...	001-0511-511.4900	387.50
				Vendor Noah's Landing Petting Zoo and Pony Rides, Inc. Total:	387.50
Vendor: Norman E Hoffman					
	11/02/2023	Norman E Hoffman	Alan Eaby & Brian Houser	001-0521-521.4900	650.00
				Vendor Norman E Hoffman Total:	650.00
Vendor: Pace Analytical Services, LLC					
	10/29/2023	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	1,245.00
	10/31/2023	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	475.00
				Vendor Pace Analytical Services, LLC Total:	1,720.00
Vendor: Power & Pumps Inc					
	10/30/2023	Power & Pumps Inc	7.5HP Shinmaywa Submersib...	404-0535-535.4640	5,821.20
				Vendor Power & Pumps Inc Total:	5,821.20
Vendor: PPLSI Legal Shield					
	10/15/2023	PPLSI Legal Shield	Legal Shield October	001-2185000	318.63
				Vendor PPLSI Legal Shield Total:	318.63
Vendor: Praetorian Group Inc					
	11/01/2023	Praetorian Group Inc	Police 1 Academy Annual Rate	001-0521-521.5500	1,073.16
				Vendor Praetorian Group Inc Total:	1,073.16
Vendor: Rayco Funding & Development, Inc					
	10/13/2023	Rayco Funding & Developme...	Wewatering Box Scraped and..	404-0535-535.3400	1,575.00
	10/19/2023	Rayco Funding & Developme...	Wewatering Box Scraped and..	404-0535-535.3400	1,575.00
	10/26/2023	Rayco Funding & Developme...	Dewatering boxed dumped	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc Total:	4,725.00
Vendor: Robert Chandler					
	10/17/2023	Robert Chandler	Safety Footware Reimburse...	402-0534-534.4900	150.00
				Vendor Robert Chandler Total:	150.00
Vendor: SHI International Corp					
	10/16/2023	SHI International Corp	Software Renewal	001-0521-521.5230	2,183.41
				Vendor SHI International Corp Total:	2,183.41
Vendor: Staples, Inc					
	10/13/2023	Staples, Inc	copy paper	001-0538-538.5100	91.79
	10/13/2023	Staples, Inc	copy paper	001-0541-541.5100	91.79
	10/13/2023	Staples, Inc	copy paper	001-0549-549.5200	183.59
	10/13/2023	Staples, Inc	copy paper	001-0572-572.5100	183.58
	10/13/2023	Staples, Inc	copy paper	402-0534-534.5100	183.58
	10/14/2023	Staples, Inc	Ink & copy paper	001-0521-521.5100	79.49
	10/02/2023	Staples, Inc	Toner	001-0536-524.5100	191.72
	10/02/2023	Staples, Inc	Toner	401-0536-533.5100	41.08
	10/02/2023	Staples, Inc	Toner	404-0536-535.5100	41.09
	10/28/2023	Staples, Inc	HP 210X Cyan Toner / Stapler	401-0533-533.5102	83.59
	10/28/2023	Staples, Inc	HP 210X Cyan Toner / Stapler	402-0534-534.5100	83.60
	10/28/2023	Staples, Inc	HP 210X Cyan Toner / Stapler	404-0535-535.5100	83.59
	10/31/2023	Staples, Inc	HP 210X Yellow Toner	401-0533-533.5102	75.30

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/31/2023	Staples, Inc	HP 210X Yellow Toner	402-0534-534.5100	75.29
	10/31/2023	Staples, Inc	HP 210X Yellow Toner	404-0535-535.5100	75.30
	11/03/2023	Staples, Inc	HP 210X Black/Magenta Ton...	401-0533-533.5102	136.59
	11/03/2023	Staples, Inc	HP 210X Black/Magenta Ton...	402-0534-534.5100	136.60
	11/03/2023	Staples, Inc	HP 210X Black/Magenta Ton...	404-0535-535.5100	136.59
			Vendor Staples, Inc Total:		1,974.16
Vendor: Sun Country Termite & Pest Control					
	10/02/2023	Sun Country Termite & Pest ...	300 Tolman	001-0541-541.3400	40.00
	10/02/2023	Sun Country Termite & Pest ...	100 Utility	401-0533-533.3401	30.00
	10/02/2023	Sun Country Termite & Pest ...	200 Tolman	404-0535-535.3400	30.00
	10/02/2023	Sun Country Termite & Pest ...	200 S Church	001-0572-572.3400	37.00
	10/02/2023	Sun Country Termite & Pest ...	604 E Moody 4	401-0533-533.3401	12.50
	10/02/2023	Sun Country Termite & Pest ...	604 E Moody 4	404-0535-535.3400	12.50
	10/03/2023	Sun Country Termite & Pest ...	Versie Lee	001-0572-572.3400	30.00
	10/03/2023	Sun Country Termite & Pest ...	EJ Park	001-0572-572.3400	75.00
	10/03/2023	Sun Country Termite & Pest ...	Carver Fields	001-0572-572.3400	75.00
	10/03/2023	Sun Country Termite & Pest ...	Heritage Park	001-0572-572.3400	25.00
	10/03/2023	Sun Country Termite & Pest ...	Jackson Park	001-0572-572.3400	30.00
	10/03/2023	Sun Country Termite & Pest ...	604 E Moody 6	001-0519-519.3401	25.00
	10/03/2023	Sun Country Termite & Pest ...	604 E Moody 4	001-0519-519.3401	25.00
	10/03/2023	Sun Country Termite & Pest ...	PD Office	001-0519-519.3401	50.00
	10/03/2023	Sun Country Termite & Pest ...	Municipal Park	001-0572-572.3400	40.00
	10/05/2023	Sun Country Termite & Pest ...	JB King Park	001-0572-572.3400	40.00
			Vendor Sun Country Termite & Pest Control Total:		577.00
Vendor: Tara A. Fisher					
	10/20/2023	Tara A. Fisher	PW building diagnostic and c...	001-0541-541.4610	147.60
			Vendor Tara A. Fisher Total:		147.60
Vendor: Tecta America Corp.					
	10/23/2023	Tecta America Corp.	Leak investigation performed...	001-0541-541.4610	360.00
			Vendor Tecta America Corp. Total:		360.00
Vendor: Terry Taylor Ford Company					
	10/26/2023	Terry Taylor Ford Company	Oil Change 2022	001-0521-521.4620	49.99
	10/27/2023	Terry Taylor Ford Company	New Battery	001-0521-521.4620	205.26
	10/31/2023	Terry Taylor Ford Company	Oil Change 1702 Tripp	001-0521-521.4620	54.49
	10/05/2023	Terry Taylor Ford Company	Oil change # 201	001-0521-521.4620	59.99
			Vendor Terry Taylor Ford Company Total:		369.73
Vendor: The Gaboton Group, LLC					
	10/31/2023	The Gaboton Group, LLC	Retainer - November	001-0511-511.3100	2,000.00
			Vendor The Gaboton Group, LLC Total:		2,000.00
Vendor: Trailco Group, Inc					
	10/30/2023	Trailco Group, Inc	November Rent	001-0519-519.4400	1,680.00
	10/30/2023	Trailco Group, Inc	November Rent	401-0533-533.4400	420.00
	10/30/2023	Trailco Group, Inc	November Rent	404-0535-535.4400	420.00
			Vendor Trailco Group, Inc Total:		2,520.00
Vendor: Uline Inc					
	10/16/2023	Uline Inc	24*10*10 Boxes	001-0521-521.5100	123.00
			Vendor Uline Inc Total:		123.00
Vendor: UniFirst Corporation					
	10/11/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	34.74
	10/11/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	62.05
	10/11/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	22.30
	10/11/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	35.87
	10/11/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	38.07
	10/11/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	20.23
	10/11/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	43.20
	10/11/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	10/16/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	55.07
	10/16/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	6.89

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/16/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	22.31
	10/16/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	23.65
	10/16/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	38.49
	10/16/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	20.45
	10/16/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	43.69
	10/18/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.72
	10/18/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	43.81
	10/18/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.48
	10/18/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	58.78
	10/18/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	35.66
	10/18/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	25.44
	10/18/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.53
	10/18/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	10/25/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	29.88
	10/25/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.89
	10/25/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.48
	10/25/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	27.15
	10/25/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	35.66
	10/25/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.11
	10/25/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.53
	10/04/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
				Vendor UniFirst Corporation Total:	940.89
Vendor: USA Services of Florida Inc					
	10/23/2023	USA Services of Florida Inc	Street Sweeping October	001-0538-538.3400	1,300.00
				Vendor USA Services of Florida Inc Total:	1,300.00
Vendor: USAbLe Life					
	10/24/2023	USAbLe Life	USABLE November 2023	001-2184000	345.00
				Vendor USAbLe Life Total:	345.00
Vendor: Verizon Wireless					
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0512-512.4100	80.78
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0513-513.4100	40.39
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0516-516.4100	45.39
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0521-521.4100	1,580.14
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0524-524.4100	266.57
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0541-541.4100	122.57
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0549-549.4100	152.92
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	001-0572-572.4100	193.71
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	401-0533-533.4100	460.67
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	402-0534-534.4100	193.08
	10/13/2023	Verizon Wireless	Service for 9/14-10/13	404-0535-535.4100	403.14
				Vendor Verizon Wireless Total:	3,539.36
Vendor: Vision Service Plan					
	10/18/2023	Vision Service Plan	VSP Novemeber 2023	001-2184000	1,319.04
				Vendor Vision Service Plan Total:	1,319.04
Vendor: Vose Law Firm, LLP					
	10/30/2023	Vose Law Firm, LLP	October Legal Fees	001-0514-514.3102	7,000.00
	10/30/2023	Vose Law Firm, LLP	October Legal Fees	001-0524-524.3102	500.00
				Vendor Vose Law Firm, LLP Total:	7,500.00
				Grand Total:	165,786.00

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	113,214.56
401 - WATER	12,301.87
402 - SOLID WASTE	20,640.10
404 - SEWER	19,629.47
Grand Total:	165,786.00

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.2300	Medical/Dental/Life Exp.	490.75
001-0511-511.3100	Professional Services Ex...	2,000.00
001-0511-511.4900	Other Current Chgs & Ob...	987.50
001-0512-512.4100	Communications Expense	80.78
001-0513-513.4100	Communications Expense	40.39
001-0513-513.4900	Other Current Chgs - Ad...	30.00
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.4100	Communications Expense	45.39
001-0516-516.5230	Software	207.75
001-0519-519.3401	Other Contractual Servic...	100.00
001-0519-519.4300	Utilities	501.47
001-0519-519.4400	Rental/Lease	3,868.66
001-0521-521.3400	Other Contract Services	9,776.22
001-0521-521.4100	Communications Expense	1,580.14
001-0521-521.4620	Repair / Maint - Vehicles	369.73
001-0521-521.4900	Other Current Chgs & Ob...	650.00
001-0521-521.5100	Office Supplies Expenses	281.59
001-0521-521.5200	Operating Supplies	30.83
001-0521-521.5220	Uniforms Exp	253.08
001-0521-521.5230	Software	2,183.41
001-0521-521.5500	Training	1,073.16
001-0524-524.3102	Legal Services	875.00
001-0524-524.3401	Bldg / Fire Inspection Exp..	2,685.00
001-0524-524.4100	Communications Expense	266.57
001-0536-524.5100	Office Supplies	191.72
001-0538-538.3400	Other Contract Services	1,300.00
001-0538-538.5100	Office Supplies Expense	91.79
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	122.57
001-0541-541.4300	Utility - Public Services	945.44
001-0541-541.4400	Rental / Lease Expense	45.00
001-0541-541.4610	Repair / Maint - Bldgs	507.60
001-0541-541.4640	Equipment Repair & Mai...	231.16
001-0541-541.5100	Office Supplies Expenses	91.79
001-0541-541.5200	Operating Supplies	342.18
001-0541-541.5220	Uniforms Exp	152.41
001-0541-541.5300	Road Repair Local Option..	2,464.00
001-0549-549.4100	Communications	152.92
001-0549-549.5200	Operating Supplies	273.28
001-0549-549.5220	Uniforms	126.64
001-0572-572.3400	Other Contract Services	352.00
001-0572-572.4100	Communications Expense	193.71
001-0572-572.4300	Utility - Public Services	3,208.28
001-0572-572.4640	Repair/Maint - Equipme...	118.24
001-0572-572.5100	Office Supplies Expenses	183.58
001-0572-572.5200	Operating Supplies	5,662.57
001-0572-572.5220	Uniforms Exp	145.45
001-2184000	Med/Health Employee Li...	54,769.98
001-2184500	Retiree Medical	1,773.78
001-2185000	125 Plans Employee Pay...	2,985.05
001-2189000	Employees Contirbutions...	1,116.00

Account Summary

Account Number	Account Name	Expense Amount
001-2201000	Deposits Paybl - CtyHall/...	250.00
401-0533-533.3401	Other Contract Services	1,762.50
401-0533-533.4100	Communications Expense	460.67
401-0533-533.4300	Utility - Public Services	266.15
401-0533-533.4400	Rental / Lease Expense	420.00
401-0533-533.4900	Other Current Chgs & Ob...	40.00
401-0533-533.5102	Office Supplies - Water	295.48
401-0533-533.5205	Operating Supplies Exp -...	3,775.61
401-0533-533.5220	Uniforms Exp	147.88
401-0533-533.6400	Machinery/Equipment E...	5,092.50
401-0536-533.5100	Office Supplies Expenses	41.08
402-0534-534.3400	Other Contract Services -...	16,477.70
402-0534-534.4100	Communications - Solid...	193.08
402-0534-534.4620	Repair/Maint Vehicles - ...	2,499.06
402-0534-534.4900	Other Current Charges - ...	150.00
402-0534-534.5100	Office Supplies Expenses	479.07
402-0534-534.5200	Operating Supplies	724.68
402-0534-534.5220	Uniforms - Solid Waste	85.23
402-0534-534.5264	Small Equipment - Solid...	31.28
404-0535-535.3400	Other Contractual Servic...	4,767.50
404-0535-535.4100	Communications	403.14
404-0535-535.4300	Utilities	1,280.10
404-0535-535.4400	Rentals/Leases	420.00
404-0535-535.4600	Repair / Maint. - Service	1,025.57
404-0535-535.4640	Repairs & Maint. - Equi...	7,155.48
404-0535-535.4900	Other Current Charges &...	154.98
404-0535-535.5100	Office Supplies	295.48
404-0535-535.5200	Operating Supplies	3,926.18
404-0535-535.5220	Uniforms	159.95
404-0536-535.5100	Office Supplies	41.09
	Grand Total:	165,786.00

Project Account Summary

Project Account Key	Expense Amount
None	165,786.00
Grand Total:	165,786.00



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes



EXECUTIVE STRATEGY SESSION OF THE BUNNELL CITY COMMISSION MINUTES

Monday, October 23, 2023 at 6:00 PM
1769 E. Moody Blvd. (GSB)
Chambers Room
Bunnell, FL 32110

UNDER THE PROVISION OF SECTION 286.011(8), FLORIDA STATUTES, THE CITY COMMISSION WILL HOLD A CLOSED ATTORNEY-CLIENT SESSION TO DISCUSS PENDING LITIGATION REGARDING CASE NO. 2022 CA 000441 KESLEY JAMES VS. CITY OF BUNNELL. ANYONE NOT LISTED BELOW AS AN ATTENDEE WILL BE REQUIRED TO LEAVE THE ROOM AT THE COMMENCEMENT OF THE PROCEEDING.

Estimated Length of the attorney-client session: 1 hour

Names of Persons Attending Executive Session:

Mayor Catherine D. Robinson;
Vice Mayor John Rogers;
Commissioner Tonya Gordon;
Commissioner Tina-Marie Schultz;
Commissioner Pete Young;
City Attorney Paul Waters;
City Insurance Attorney David Belford;
City Manager Alvin Jackson;
Esquire Deposition Solutions LLC.

CALL TO ORDER AND ROLL CALL: The meeting was called to order at 6:09 PM.

PRESENT: Mayor Catherine D. Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Insurance Attorney David Belford; City Manager Alvin Jackson; City Clerk Kristen Bates; Esquire Deposition Solutions Sharon Dunlap

EXCUSED: Vice Mayor Rogers

ORDER OF BUSINESS

- 1. Kesley James vs. City of Bunnell, and State Farm Fire and Casualty Company (Case No. 2022 CA 000441)**

ANNOUNCEMENT OF EXECUTIVE SESSION.

In accordance with Section 286.011(8), Florida Statutes, the City Commission will hold a closed Attorney-Client Executive Session to discuss pending litigation regarding Kesley James vs. City of Bunnell (Case No. 2022 CA 000441). The estimated length of the Executive Session is 1 hour. The City Attorney requested scheduling of the session at the September 28, 2023 public meeting.

ANNOUNCEMENT OF ATTENDEES.

Mayor Catherine D. Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Insurance Attorney David Belford; City Manager Alvin Jackson; Esquire Deposition Solutions Sharon Dunlap.

CLOSE PUBLIC MEETING.

At 6:12 PM the Public Meeting was closed to allow the start of the Closed Session. Non-Attendees left the meeting to allow the Closed Session to begin.

BEGIN EXECUTIVE SESSION: Attorney-Client Session held.

END EXECUTIVE SESSION: Attorney-Client Session ended.

OPEN PUBLIC MEETING.

Public Meeting was re-opened at 6:19 PM. Non-Attendees re-entered the meeting.

ADJOURNMENT OF THE PUBLIC MEETING

Motion: Adjourn

Motion by: Commissioner Schultz

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

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, October 23, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

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

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

Excused: Commissioner Toyna Gordon

Invocation for Our Military Troops and National Leaders:

Mayor Robinson led the invocation. Vice Mayor Rogers asked all to remember former Commissioner Sowell who is dealing with a serious medical diagnosis.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Mobility Week

Mayor Robinson read the Proclamation into the record.

C. Consent Agenda:

C.1. Approval of Warrant

a. October 23, 2023 Fiscal Year 2022/2023 Warrant

b. October 23, 2023 Fiscal Year 2023/2024 Warrant

C.2. Approval of Minutes

a. October 9, 2023 City Commission Meeting Minutes

C.3. Approve Purchase Order for the new 2024 Garbage Truck

* Item C.3. was pulled from the Agenda by Commissioner Schultz

Motion: Approve Consent Item C1 and C2

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

C.3. Approve Purchase Order for the new 2024 Garbage Truck

Commissioner Schultz asked for the loan details. Finance Director Moss advised the bank is still pulling the loan package together. The date of delivery for the truck was repeatedly pushed back and last expected date of delivery was end of November-beginning of December; last week the City was informed the truck would be delivered this week. The City has informed the bank to proceed with a Tax-Exempt Note or best rate available. Vice Mayor Rogers asked about the Federal Excise Tax being included; it was reported it would be. He further stated the market for these types of vehicles continues to be difficult with high prices and long delays. City Manager Jackson explained the continued need for this truck and the difficulty locating trucks in the current market.

Motion: Approve Consent Item C3

Motion by: Vice Mayor Rogers

Second by: Commissioner Young

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.

None

E. Ordinances: (Legislative):

E.1. Ordinance 2023-21 Request to Amend the Bunnell Code of Ordinance Chapter 62 Traffic and Vehicles. – First Reading

City Attorney Waters read the short title in to the record and explained about the business impact statement. City Clerk Bates advised the City has been receiving phone calls from residents about the parking occurring on streets and rights-of-way; Chief Brannon identified deficiencies in the City code and worked with the City Attorney to draft the proposed amendment.

Motion: *Item Died for Lack of Motion*

Motion by: None

Second by: None

Board Discussion: Commissioner Young expressed several concerns; Florida Statutes already have laws regulating these offenses, he questioned whether the City is able to do any enforcement in gated/private communities and he wanted to know if the HOA or CDD should be the authority addressing traffic in Grand Reserve. Additionally, he does not want to see the City get into the Traffic Enforcement business as it means hiring and training additional staff. Sergeant Groth advised the City cannot enforce without a better fine schedule; the Police Department is looking for better ability to achieve compliance not truly looking into becoming a traffic enforcement agency. Vice Mayor Rogers advised he would have to recuse himself from any vote on this, but stated he has concerns about the proposed ordinance. He asked if this was to deal more with the construction traffic, residential traffic or visitors. Sergeant Groth advised the City has been getting complaints about all these types of parking blocking streets and access and not just in Grand Reserve. Commissioner Schultz stated she does not want the City to start

fining people who have to take work vehicles home to park in their driveways; she feels it is creating a burden on those who use business vehicles. Vice Mayor Rogers stated he believes weight limits have been addressed in the past and the City needs to make sure we are not creating conflicts with those.

Public Discussion: Judy White (Wadsworth Way) stated she has observed people having to leave the safety of sidewalks because people are parking on the sidewalks or have so many cars in their driveway they are parking over the sidewalks; this is not safe.

Vote: *Item Died for Lack of a Motion*

Further Board Discussion: City Attorney Waters asked if the Commission would be open to staff bringing a revised version of this proposed amendment back at a later date. The Commission advised work needs to be done. There was discussion by all to look at other municipalities to see how they address parking in streets and rights-of-way, making sure that parking of commercial vehicles in a driveway is not penalized, and making the proposed amendment less broad. The overall consensus was the City needs to be fair to residents, business owners who are residents and need to park at their homes, allowing for visitors on the streets as needed especially during holidays, and making sure the City should be enforcing regulations rather than HOAs/CDDs.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Permission to Authorize Staff to Proceed with Contract Negotiations for RFP2023-01 REBID Restoration of the Historic Bunnell Coquina City Hall Phase 1.

This item was introduced and explained by City Clerk Bates. Due to an impasse with a contractor following the first release of this RFP, the City had to re-bid this project. The bid submittals were received and both submitters were qualified. The Selection Committee met and is recommending the City proceed with The Collage Companies.

Motion: Authorize City Staff to proceed with negotiations with Collage Companies

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request Approval For Business Incentive Application for Project Calder.

This item was introduced and explained by City Manager Jackson. The capital investment details of this proposed project were provided.

Motion: Approve the Business Incentive Application for Project Calder.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.3. Request Approval For Business Incentive Application for Project Christine.

This item was introduced and explained by City Manager Jackson. This project is a confidential project under Florida Statutes. The nature of this business is a probiotic company, and the capital investment details of this proposed project were provided.

Motion: Approve the Business Incentive Application for Project Christine.

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: Vice Mayor Rogers asked what the business is doing. City Manager Jackson advised this is a probiotic manufacturer but under Florida Statutes additional information and details about the applicant cannot be released.

Public Discussion: None

Vote: Motion carried 3 to 1

Yea: Mayor Robinson; Commissioner Schultz; Commissioner Young

Nay: Vice Mayor Rogers

H.4. Approval of Business Incentive Development Agreement for Project DMT.

This item was introduced and explained by City Manager Jackson. The capital investment details of this proposed project were provided. This is approval of the application, not an agreement at this time.

Motion: Approve the Business Incentive Application for Project DMT.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk** – advised the Commission over the weekend EPIC Church completed one of their volunteer days and assisted with work needed at Municipal Park. Later this week, a new community engagement element will be placed at Municipal Park- Bently the Bunnell Boa; Bently is a rock snake and visitors to the park will be invited to add their own decorated rocks to him so he can grow. The City will be participating in Trunk or Treat this Friday in the 4th Annual event around Lake Lucille. Reminders were provided about the new Christmas Tree decorating contest the City is doing this year and the date for Christmas in Bunnell was announced as December 15.
- **Police Chief** – None
- **City Attorney**- thanked the Commission for their direction and input for amendments to the City's Traffic and Streets regulations.
- **City Manager**- advised the City has heard back from the Army Corp of Engineers; the City will not be getting funds for a stormwater plan, but the Army Corp will be completing a report for the City. The Mayor and he attended the meeting for the Flagler County Legislative Delegation and presented the projects the City would be seeking funding for in 2024- Wastewater and Water projects from the Master Utility Plan and Coquina Hall.
- **Mayor and City Commissioners**–
 - **Commissioner Young**- stated he likes getting the updates on the Veteran's parade. He is excited the new garbage truck will be here

soon.

- o **Commissioner Schultz** – stated she attended the Family Life Center Board of Directors training; it was informative and entertaining. The Family Life Center benefited from the recent Creekside Festival in the about of \$20,000.00. Upcoming events for the Family Life Center are a golf tournament in January and the Mayor’s Gala in March.
- o **Vice Mayor Rogers-** advised he will be at the TPO meeting on Wednesday and the Legislative Luncheon with Representative Renner also on Wednesday.
- o **Mayor Robinson** – stated she attended the Flagler Legislative Delegation meeting on the 13th and presented the City projects we will submit for funding. She also attended the NAACP event and was blown away by their guest speaker. She joined the City Manager on the last day of his 52 Day step challenge on Saturday.

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: 10/25/2023 Amount:
Department: City Manager Account #: 001-0552-522.8200
Subject: Approval of Business Incentive Development Agreement for DMT
Construction Inc
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Project DMT Construction Inc Business Incentive Development Agreement	Exhibit

Summary/Highlights:

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

Background:

DMT Construction Inc has submitted an application requesting a Business Incentive Grant for a new business.

At the October 23, 2023 City Commission Meeting, The City Commission voted to approve the Business Incentive Application for Project DMT Construction Inc. This is the actual agreement for the business incentive award.

The estimated capital investment is \$929,000.00. The applicant scored 15 points under the New Business Category. This category is eligible 75% of four years incentive.

Staff Recommendation:

Staff recommends approval of this Business Incentive Development Agreement.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend Approval

City Manager Review/Recommendation:

Approved.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(Project DMT Construction Inc)**

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 604 E. Moody Blvd., Bunnell, FL 32110, and, DMT Construction Inc. whose primary place of business is Bunnell, Florida ("Grant Recipient").

RECITALS

WHEREAS, Section 166.021(8), Florida Statutes declares that a public purpose is served when a municipality spends public funds toward the achievement of economic development, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of a new business to the community; and

WHEREAS, Section 166.021(8), Florida Statutes, expressly notes that Section 166.021(8) (b) expressly states that it "shall be liberally construed in order to effectively carry out the purposes of this subsection;" and

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

WHEREAS, Grant Recipient will be constructing a new building with approximately 7,200 Sq Ft square feet on property located at 625 Ninth St, within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will retain 6 new jobs at an average wage of \$26,400; and

WHEREAS, Grant Recipient is new business and submitted an application, which received a favorable recommendation for award of an Economic Development Grant by the City of Bunnell City Commission on October 23, 2023; and

WHEREAS, in accordance with Resolution 2019-23, the City of Bunnell City Commission approved an economic incentive up to 75% of the City of Bunnell's portion of Ad Valorem taxes and 50% of net new tangible personal property taxes for a period of 4 years to begin on October 1, 2023.

NOW THEREFORE, the parties in consideration of the terms set forth below, agree as follows:

SECTION 1. Effect of Recital

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

SECTION 2. Project Details.

The Project shall be restricted to the specific details contained in Grant Recipient's Application for Economic Development Grant, a copy of which is attached to this Agreement as Exhibit A, and a New Job Phasing Schedule through 2030, a copy of which is attached to this Agreement as Exhibit B, which is Incorporated into this Agreement by reference.

SECTION 3. Duration.

This Agreement shall be effective from the 1st day of December 2023 until the 30th day of April 2030 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

SECTION 4. Definitions.

Unless stated otherwise in this Agreement, all terms that are defined in Resolution 2019-23 shall have the same meaning as is set forth therein.

SECTION 5. Total Number of New Full-Time Equivalent Jobs.

Grant Recipient represents that it will initially provide 6 full-time equivalent jobs in the City of Bunnell in 2023, Grant Recipient's representation of the number of retained and new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

SECTION 6. Average Wage of Full-Time Equivalent Jobs.

Grant Recipient further represents that it will provide wages at an average of at least \$26,400.00 in the aggregate for the existing and new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

Grant Recipient's representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this Agreement, the average wage of the new full-time equivalent jobs in the City shall be considered a condition associated with Grant Recipient's eligibility to receive City of Bunnell Economic Development Grant funds.

SECTION 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by Grant Recipient to the City for an Economic Development Grant payment, Grant Recipient shall pay to the City a total amount equal to the general City portion of ad valorem taxes. It is expressly understood by the Parties that Grant Recipient shall pay the total amount of City ad valorem taxes as shown on Grant Recipient's tax bill prior to Grant Recipient applying for, or receiving, any City of Bunnell Economic Development Grant payment in any eligible Fiscal Year.

SECTION 8. Authority of the Board to Review Records.

The City reserves the right upon reasonable notice of seven (7) days, to review and copy all applicable financial and personnel records of Grant Recipient's relating to the capital investment and existing and new full-time equivalent jobs contemplated and then maintained under this Agreement in order to determine the degree of Grant Recipient's compliance with this Agreement, as well as Grant Recipient's compliance with the applicable provisions of Resolution 2019-23, as may be amended from time to time.

The City shall maintain such financial and personnel records, data, information, correspondence, and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of Grant Recipient for such purpose.

SECTION 9. Timely Filed Claims: Consequences for Failure to File Timely Claims.

All Economic Development Grant payments shall be made pursuant to the requirements set forth in the City of Bunnell Business Incentive Resolution, as may be amended from time to time. For each fiscal year in which Grant Recipient is eligible for an Economic Development Grant payment, Grant Recipient shall submit a claim to the City for such payment prior to the end of the fiscal year. Any claim made pursuant to this Agreement shall comply with the requirements set forth in Resolution 2019-23.

If Grant Recipient fails to timely submit a claim to the City for an Economic Development Grant payment during any eligible fiscal year, then Grant Recipient shall waive its right to such payment for that fiscal year. Any such waiver shall not affect Grant Recipient's right to seek Economic Development Grant payments in any other fiscal year.

Upon written request by, Grant Recipient, the City Commission may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this Agreement. Nothing in this section shall create any obligation on the part of the City Commission to approve an untimely claim for an Economic Development Grant payment.

SECTION 10. Conditions of Compliance; Consequence for Failure to Comply.

In order, to remain eligible for City Economic Development Grant payments, Grant Recipient must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Resolution 2019-23. Grant Recipient shall complete construction of the project and occupy the premises by December 30, 2024.

Should the Board determine that Grant Recipient has failed to comply with the conditions set forth in Sections 5, 6, 8 or 10 of this agreement, the City Commission shall notify Grant Recipient of such non-compliance no later than 30 days after the City Commission makes such a determination. Grant Recipient shall have 30 days from the date of the City Commission's notification in which to submit to the City a written report that either sufficiently documents Grant Recipient's compliance with the conditions set forth in the City's notification or sufficiently sets forth all corrective action to be taken by Grant Recipient in order to come into compliance with the conditions set forth in

Sections 5, 6, 8 or 10 above.

If Grant Recipient fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance or fails to provide a plan to cure approved by the City Commission within such time, then the City may terminate this Agreement without further notice to Grant Recipient, and the parties shall be released from any further obligations under this Agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

By executing this Agreement, Grant Recipient represents that it has obtained all licenses and other authorizations to do business in the State of Florida and in the City of Bunnell. Grant Recipient acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

By executing this Agreement, Grant Recipient: acknowledges that compliance with all terms of this agreement shall be a condition precedent to Grant Recipient receiving any Economic Development Grant payment. Failure to comply with the terms of this Agreement shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

SECTION 12. Notice Regarding Grant Payments

Grant Recipient acknowledges that the City's payment of grant funds pursuant to this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the City Commission. Nothing in this Agreement shall create any obligation on the part of the City Commission to appropriate funds for Economic Development Grants during any given fiscal year.

If Economic Development Grant funds are unavailable in a particular fiscal year, Grant Recipient shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the City Commission authorizes such payment by resolution. If the City Commission authorizes additional payments pursuant to this section, the City and Grant Recipient shall execute an amendment to this Agreement, which shall incorporate the Resolution authorizing the additional payments.

SECTION 13. Total Amount of City Economic Development Grant; Re-Calculation of Total Amount Permitted.

Grant Recipient shall be eligible to receive grant payments under this Agreement in the following fiscal years:

- | | |
|----------|----------|
| (1) 2024 | (5) 2028 |
| (2) 2025 | (6) 2029 |
| (3) 2026 | (7) 2030 |
| (4) 2027 | |

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$3,349.86. A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of \$85,800.00 Real Estate PID 1012304990000000140/\$0 Tangible Personal.

Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$27,433.75. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

SECTION 14. Notices.

All official notices to the City shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

City of Bunnell Community Development Director 604-6 E. Moody Blvd., Bunnell, FL 32110, with a copy to the City Attorney.

All official notices to Grant Recipient shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Irina Sipko
DMT Construction Inc.
20 Woodlawn Drive
Palm Coast, FL 32164

At such time that Grant Recipient relocates to the new building, it will be legally acceptable to submit all official notices to the new address to be provided to the City.

SECTION 15. Timeframe for Grant Recipient's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

Upon approval of this Agreement by the City Commission, the Mayor shall execute two copies of the Agreement and forward both copies to Grant Recipient, who shall execute both copies and shall return one copy to the City, retaining the second copy for its records, within 30 days of the City execution of the agreement.

If Grant Recipient fails to timely execute and deliver a copy of this Agreement to the City

within 30 days of the City's execution of the Agreement, and fails to apply for an extension of time, the City Commission's approval of this Agreement shall be automatically terminated, and this Agreement shall be rendered void.

If Grant Recipient is unable to return an executed copy of this Agreement to the City within 30 days of the City's execution of the Agreement, Grant Recipient may apply to the City for a single extension not to exceed 30 days.

SECTION 16. Amendments to this Agreement.

Both the City and Grant Recipient acknowledge that this Agreement constitutes the complete Agreement and understanding of the parties. Except as otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the City and Grant Recipient.

SECTION 17. Termination.

This Agreement may be terminated as provided in Section 10. The City may terminate this Agreement if Grant Recipient fails to comply with the terms of this agreement or the requirements of Resolution 2019-23. Notice of termination of this Agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this Agreement.

Section 18. Assignment.

Grant Recipient may not assign or otherwise transfer its rights and duties under this Agreement. Should Grant Recipient assign or otherwise transfer its rights under this Agreement, this Agreement shall be automatically terminated. Nothing in this section shall prevent Grant Recipient from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Grant Recipient

SECTION 19. Public Records.

Grant Recipient acknowledges that the City is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This Agreement, and all documents associated with this Agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the City shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

SECTION 20. Captions.

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this Agreement.

SECTION 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable, and the remainder of the agreement shall remain in full force and effect.

SECTION 22. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the signatories below.

IN WITNESS WHEREOF, the Parties have executed this agreement on the date noted below.

Irina Sipko
DMT Construction Inc.

By: [Signature]
Print Name: Irina Sipko
Title: vice president
Date: 10/26/2023

Signature of Witness # 1
Print Name: _____

Signature of Witness #2
Print Name: _____

STATE OF Florida
COUNTY OF Flagler



The foregoing instrument was acknowledged before me by means of physical presence or on line notarization this 26 day of oct 2020, by Irina Sipko, who is the Vice president of DMT Construction, Inc. and personally known to me or who has produced Driver license as identification and who did not (did) take an oath.

[Signature]
Signature of Notary

(NOTARY SEAL)

Print or type name

ATTEST:

CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON, Mayor
Date: _____

Approved as to Form and Legality:

WADE C. VOSE, City Attorney

EXHIBIT A APPLICATION
[to be attached]

**EXHIBIT B
NEW JOB PHASING SCHEDULE**

Existing Jobs
6 New Jobs

2025 – 2 New Jobs
2026 – 4 New Jobs

EXHIBIT C
Grant Calculations

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Project DMT Construction Inc

Calculations based on City

Category: New Business

POINTS AWARDED

Target Industry: Online, Retail Store Kitchen Assembly	2
Capital Investment: \$ 1,014,000.00	4
Facility Size: 7,200 (7,200 new)	1
Job Creation: 6 new	1
Wages: Average wage \$26,400	0
CRA	2
City Resident:	0
Proximity to Utilities:	5
Total Points	15

The applicant scored 15 points under the New Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$23,449.01 to be paid out over 7 years in the amount of \$3,349.86 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$929,000.00
Multiplied by City Millage rate	0.00793
Annual Ad Valorem Tax (general city portion)	\$7,366.97
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$5,525.23
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$22,100.91

Total Estimated Value of New Tangible Assets	\$85,000.00
Multiplied by City Millage rate	0.00793
Annual new tangible business personal property tax (general city portion)	\$674.05
50% Annual new tangible business oersonal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	337.025
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$1,348.10

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$23,449.01
Rebate will consist of <u>7 annual</u> installments of:	\$3,349.86



APPLICATION
Business Incentive Program

1. BUSINESS INFORMATION

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

<u>Name</u>	<u>Title or Position¹</u>	<u>Percent of Ownership</u>
<u>Irina Sipko</u>	<u>vice president</u>	<u>50%</u>
<u>Aleksandr Sipko</u>	<u>president</u>	<u>50%</u>

- D. Applicant's Federal Employer Identification Number: 30-1285086
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)
- E. Applicant's Florida Sales Tax Registration Number (if applicable):
NA
- F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis).
6 OR MORE
- G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?

Yes

No



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

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

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? 6 or more

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

On Line, in store sales. Kitchen assembly.

D. What is the anticipated commencement date of the Project?

Jan 7, 2024

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
<u>On Line Sales</u>		%	\$
<u>In person sales</u>		%	\$
<u>Retail in person</u>		%	\$

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

Street Address 625 Ninth St

City Bunnell

State FL

Zip Code

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

Yes No

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

- Regional headquarters
- National headquarters
- International headquarters
- Not applicable

If it is a regional headquarters, what region?

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: 30 %



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? 6 or more
- B. What is the projected annualized average wage (excluding benefits) of the new \$26,400.00 Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² ~~\$158,400.00~~
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? ~~\$13,200.00~~ 2,200.00
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)?
paid vacation, sick leave

4. CAPITAL INVESTMENT OVERVIEW

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

Calendar Year :	2021	2023	2024			Total
Land or Building Purchase	\$129,000	\$	\$	\$	\$	\$
Construction / Renovations	\$	\$800,000	\$	\$	\$	\$
Manufacturing Equipment	\$	\$	\$70,000	\$	\$	\$
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$	\$15,000	\$	\$	\$
Total Capital Investment	\$	\$	\$	\$	\$	\$

- D. What is the estimated square footage of the new or expanded facility?

7,200

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



6. DISCLOSURE

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

Yes No If yes, explain?

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

Yes No If yes, explain?

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

Yes No If yes, explain?



7. CONFIDENTIALITY


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

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

Yes No

8. SIGNATURES

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

Signature		Date	10/5/2023
Name	Irina Sipler		
Title	vice president		
Company	DMT Construction Inc		



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company

ENTERPRISE ZONE – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

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ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.



APPLICATION
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A. Legal name of the Applicant: DMT Construction Inc

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<u>Name</u>	<u>Title or Position¹</u>	<u>Percent of Ownership</u>
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D. Applicant's Federal Employer Identification Number: 30-1285086
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) _____

E. Applicant's Florida Sales Tax Registration Number (if applicable):
NA

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

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

Yes No



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On Line, in store sales. Kitchen assembly.

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

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- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)?
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Revised 11/19 Page 3 of 6



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Yes No If yes, explain? Yes

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

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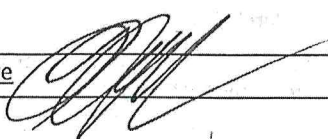
Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes

No

8. SIGNATURES

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

Signature 		Date 10/5/2023
Name Irina Sipko		
Title vice president		
Company DMT Construction Inc.		



APPENDIX 1

EXPLANATION OF TERMS

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PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 10/27/2023 Amount:
Department: Solid Waste Account #: 402-0534-534.3400
Subject: Request Approval of Contract 2023-18 with Waste Pro of Florida Inc. 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 Waste Pro of Florida Inc. for solid waste dumping services.

Background:

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

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

A draft contract has been prepared based on the fees proposed in the bid submittal. 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.

The primary contract for dumping services was executed on September 11, 2023. Having this contract gives the City another option for a site to dispose of the City's solid waste and recycling collections.

Staff Recommendation:

Approval of Contract 2023-18 with Waste Pro of Florida Inc.

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# 2023-18
INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into effective as of this 25th day of October 2023 (the "Effective Date"), by and between **THE CITY OF BUNNELL**, a Florida municipality (hereinafter the "CITY") and **WASTE PRO OF FLORIDA, 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 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 expressed 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 I/ Class III/ / MRF Recycling Service/ / 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 "Full Bid Submittal," as applicable and as further described and attached hereto as Exhibit "B." The Full Bid Submittal is hereby incorporated into this Agreement by reference and declared to be material part of this Agreement. In case of conflict, the order of precedence in determining and rights and obligations of the parties are: (1) this Agreement, Addendum No. 1 and Addendum No 2, the RFP and then the other documents comprising the Full Bid Submittal.

3. Commencement and Completion/Terms.

- a. This Agreement shall be effective beginning on the Effective Date for an initial term of five (5) years with the option to extend the Agreement, upon the mutual agreement in writing of the parties for up to two (2) extensions of the in two-year increments.
- b. Amendments to the Agreement will be entered into 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." 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". The CITY agrees that Rates will be adjusted annually on October 1st to reflect the percentage change in *CPI-U Garbage and Trash collection (CUUR0000SEHG02)* (the "Percentage Change"). The Percentage Change will be calculated by comparing July of the current year to July of the previous year.
- b. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations, upon 5 days written notice to CONTRACTOR. 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 either party without 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.
- 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 Steve Cameron, Division Manager.

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: Waste Pro of Florida, Inc. Attention: Steve Cameron, Division Manager, 925 S. Clyde Morris Blvd., Daytona Beach, FL, 32114.

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. **Nature of Agreement; Assignment.**

The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and abilities of CONTRACTOR. Accordingly, CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- 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 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 the 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 (except as otherwise provided in this Agreement), 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 by the Parties.

- 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 required obligations and performance under this Agreement, 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. 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. However, CONTRACTOR's obligations and liabilities hereunder do not extend to claims that are caused by, based on, or the result of the CITY's (including the CITY's agents, employees, and subcontractors) negligence or misconduct.
- ii. The CITY must indemnify and hold CONTRACTOR 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 CONTRACTOR, or its agents, officers, or employees, arising directly or indirectly from the CITY's required

obligations and performance under this Agreement, 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 the CITY. The CITY'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 CONTRACTOR and not considered to be CONTRACTOR's exclusive remedy. However, the CITY's obligations and liabilities hereunder do not extend to claims that are caused by, based on, or the result of CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors) negligence or misconduct.

- iii. In the event that any claim in writing is asserted by a third party which may entitle a party to this Agreement to indemnification (the "Indemnified Party"), the Indemnified Party must give notice thereof to the other party, which notice must be accompanied by a copy of statement of the claim. Following the notice, the other party 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. 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.
 - iv. 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 AGREEMENT, 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 sub-

paragraph 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 Agreement 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 Agreement 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, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the

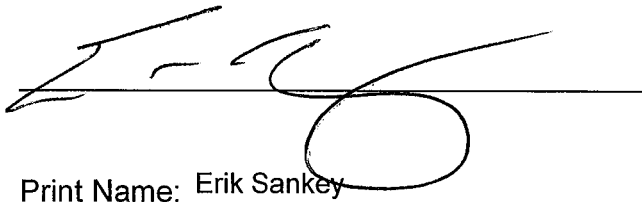
same character which is unavoidable through the exercise of due care and beyond the control of the parties.

- 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.

Waste Pro of Florida, Inc.
Independent Contractor's Agreement
RFP 2023-02
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Independent Contractor's Agreement as of the Effective Date set forth above and the signatories below to bind the parties set forth herein.

WASTE PRO OF FLORIDA, INC (CONTRACTOR)



A handwritten signature in black ink, appearing to read 'Erik Sankey', is written over a horizontal line. The signature is stylized with a large loop at the end.

Print Name: Erik Sankey

Title: Regional Vice President

Date: 10-25-2023

*[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

FEE/COST PROPOSAL

- | | |
|---|--|
| 1. TRANSPORTATION AND DISPOSAL OF
MSW SOLID WASTE AT ORMOND BEACH
TRANSFER STATION | \$120.00/TON |
| 2. TRANSPORTATION AND PROCESSING OF
RECYCLABLE MATERIALS FROM ORMOND TRANSFER
TO OCALA MRF | \$125.00/TON |
| 3. TIRES (PASSENGER)
(TRUCK/COMMERCIAL)
HAUL RATE | \$150.00/TON
\$300.00/TON
\$270.00/PER BOX |
| 4. HHW (TO BE NEGOTIATED)
Waste Pro is willing to work with the city to develop a Household Hazardous Waste event. Waste Pro will utilize a third party that specializes in single day events, to hold this at a location in the city limits. This location will be designated by the city. The price will be negotiated at the time the event is scheduled. | |

***Note: All disposal and processing rates may be subject to increase. Waste Pro will have to pass any disposal or processing increase on to the city.**

EXHIBIT B

Full Bid Submittal



REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

- 🌐 wasteprousa.com
- 🐦 [@waste_pro_usa](https://twitter.com/waste_pro_usa)
- 📘 [wasteprousa](https://www.facebook.com/wasteprousa)



WASTE PRO OF FLORIDA, INC.

**THURSDAY JULY, 13 2023
10:00 A.M.**

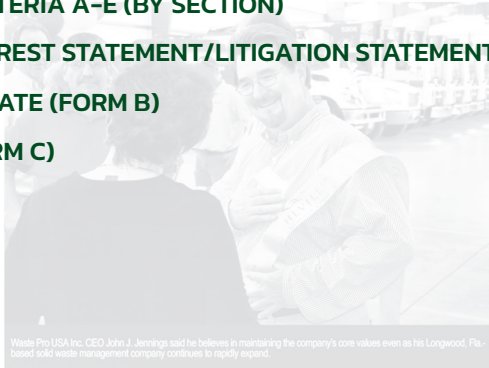
**CITY OF BUNNELL, ATTENTION: KRISTEN BATES, CITY CLERK
604 EAST MOODY BLVD, UNIT 6
BUNNELL, FLORIDA 32111**



WASTE & RECYCLING NEWS

MAY 2, 2011
News Source for Environmental Management

Waste Pro keeps it simple



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and serving 1.2 million customers.

As the company grows, Jennings said, "I started the company really with the idea of keeping it simple. And what do we really mean by 'simple'?" He means doing it right and

being working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro. Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture. "We do believe that our employees are

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- TAB 4: DRUG-FREE WORKPLACE CERTIFICATE (FORM B)
- TAB 5: RESPONDER'S CERTIFICATION (FORM C)
- TAB 6: CERTIFICATE OF INSURANCE
- TAB 7: STATE LICENSES AND PERMITS
- TAB 8: COMPLETED FEE/COST PROPOSAL
- TAB 9: COPY OF W-9

REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02



TAB 1
COVER LETTER



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and serving 1.2 million customers.

As the company grows, Jennings has had to find ways to maintain and promote company values. "As we grow, we want to make sure that we're able to maintain and keep that active culture going that really has been a part of our success," Jennings said. "I started the company really with the idea of keeping it simple. And what do we really mean by that? We mean, when we're out there, we've been working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro. Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture. "We do believe that our employees are



REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02



Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 1 – COVER LETTER

Ms. Kristen Bates, City Clerk
City of Bunnell
Bunnell City Hall
604 E. Moody Blvd., Unit 6
Bunnell, Florida 32110

Re: No. RFP 2023-02; Request for Proposal for MSW CLASS1/CLASS111/LANDFILL/C&D/MRF
RECYCLING SERVICE/YARD WASTE RECYCLING/SOLID WASTE TRANSFER/TRANSPORTATION &
DISPOSAL SERVICES

Dear Ms. Bates:

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is a privately held Florida corporation. We are pleased to provide the following response to Request for Proposals No. 2023-02, Request for Proposal for MSW Class 1/Class 111/Landfill/C&D/MRF Recycling Service/Yard Waste Recycling/Solid Waste Transfer/Transportation & Disposal Services. Having examined all bid documents, I can confirm that we fully understand and are ready to begin performing services related to transportation and disposal of MSW Class 1/Landfill/MRF Recycling Service/Recycling Solid Waste Transfer/Transportation & Disposal Services/Tires and HHW (we are unable to take construction debris material as part of this RFP), as outlined in this RFP. As Waste Pro’s Regional Vice President, I am authorized to commit Waste Pro to perform the services included in this proposal. I have reviewed all material in this proposal, as outlined within each tabbed section.



LOCAL, LOCAL, LOCAL

Founded in 2001, Waste Pro is the fastest-growing, privately-owned solid waste company in the Southeastern United States. Our Management Team is local, and our operations are decentralized allowing local leaders to make local decisions. Our references are extensive. We are financially strong and fully capable of fulfilling the terms of your contract. Waste Pro is headquartered in Central Florida, and our Ormond Beach transfer station is **just 20.5 miles** from Bunnell City Hall.

We understand the requirements, expectations and services requested by the City of Bunnell. Waste Pro looks forward to the opportunity to provide service to the city.



City of Bunnell

No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

CUSTOMER SERVICE

Finally, there is Customer Service. It is our number one priority. We know the city and the importance of being local. Our phones are answered locally and not at some out of state call center. Our signature is delivery of outstanding customer service which is evidenced by our online google review score currently at a rating of 4.9 out of 5 stars, with over 2,000 local reviews for this division.

WARRANTY

Waste Pro warrants that the requirements of this project, as described in the Request for Proposal, its enclosures and all addenda have been reviewed thoroughly. We have conducted all necessary due diligence to confirm the material facts upon which the proposal is based. Based on the requirements of the RFP, Waste Pro states that it will provide the services requested in the RFP, in compliance with the terms, for the rates submitted with the proposal. We have put forth a great deal of information in this proposal and are open to negotiate any and all items. Pursuant to the requirements of the RFP, this proposal is valid for a period of not less than 90 days.

In the event we are selected, I would sign the agreement, and am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal. Our team looks forward partnering with the City of Bunnell and providing you with the services that are the *"Distinguishable Difference."*

Best Regards,

Erik Sankey
Regional Vice President
Waste Pro of Florida, Inc.
esankey@wasteprousa.com
Cell: 407-401-6771
Fax: 386-236-4345

DELEGATION OF AUTHORITY

The undersigned, Sean M. Jennings, President & CEO (title),
of Waste Pro of Florida, Inc., a Florida corporation, hereby certifies that a meeting of the Board of
Directors of Waste Pro of Florida, Inc. under the laws of the State of Florida, was held on
7/7 2023. The following resolution was duly passed and adopted:

RESOLVED, that Erik Sankey is a Regional Vice President of Waste Pro of Florida, Inc., of the
corporation and is hereby authorized to execute contracts between the City of Bunnell, Florida and this
corporation, and that execution thereof by said officer and director shall be the official act and deed of
this corporation/LLC.

I FURTHER CERTIFY that said resolution is now in full force and effect. IN WITNESS THEREOF, I
have hereunto set my hand this 7th day of July, 2023


WITNESS

Sean M. Jennings
PRINCIPAL



City of Bunnell
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

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:

Erik Sankey

Signature and Date

ERIK SANKEY, RVP

Printed Name and Title

WASTE PRO OF FLORIDA INC.

Company Name

PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET

END ADDENDUM NO. 01



City of Bunnell
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

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
TOTALS	2729.62	558.03	409.40	581.30	477.73	529.08	576.24	586.67

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
TOTALS	5942.57

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:

Service	Number of Accounts
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 then 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	TOTALS	5848.71
TOTALS	5897.34		

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:

Erik Sankey

Signature and Date

ERIK SANKEY

Printed Name and Title

WASTE PRO OF FLORIDA, INC.

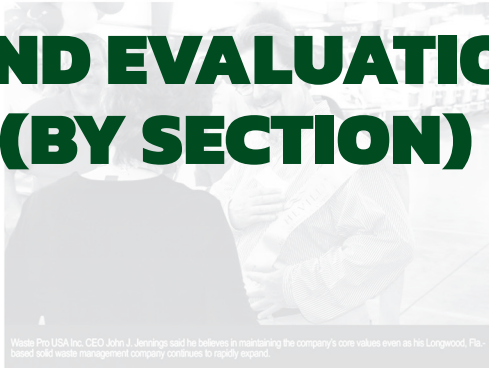
Company Name

PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET

END ADDENDUM NO. 02



Waste Pro keeps it simple



By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and serving 1.8 million customers.

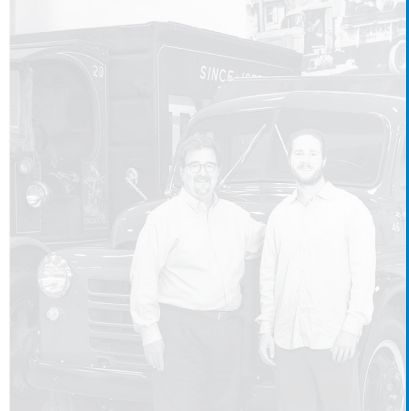
locations to maintain and promote company beliefs.

"As we grow, we want to make sure that we're able to maintain and keep that active culture going that really has been a part of our success," Jennings said.

"I started the company really with the idea of keeping it simple. And what do we really mean by that? We mean, when we're out there, we've been working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro.

Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture.

"We do believe that our employees are



REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02



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TAB 2 – RESPONSES AND EVALUATION CRITERIA (A-E)

A. Qualification and Experience

WASTE PRO has grown to become one of this country’s largest privately-owned waste collection, recycling, and disposal companies with revenues projected to exceed \$1.1 billion in 2023 and a team of more than 4,400 professionals.

Founded in 2001 by industry legend John J. Jennings, Waste Pro became known as a “people” company from the beginning because our employees and our customers worked hand-in-hand to create a “Distinguishable Difference” in the waste industry.

John Jennings, the son of a garbageman on Long Island, started his first waste collection company in 1973, with no thought of how large the company could become – he knew only that his customers paid for a service, and he wanted to provide the best service he could. He wanted to distinguish himself from the competition. And he did!

WASTE PRO TODAY

Waste Pro is managed by a highly experienced team of Regional Vice Presidents, Divisional Vice Presidents, Division Managers, and support staff. Headquartered in Longwood, FL, a surprisingly lean senior management team is focused on one function: support the regions in administration, marketing, and operations. In 2018, Sean Jennings, son of our founder, was named President and in 2020 became our Chief Executive Officer. Also in 2020, Waste Pro veteran Keith Banasiak was named Chief Operating Officer.



Waste Pro maintains more exclusive municipal franchised agreements in the State of Florida than any other hauler. Additionally, Waste Pro owns and operates Material Recovery Facilities in Ocala and Sarasota-Bradenton. Waste Pro also operates construction and debris landfills and transfer stations including Ormond

Beach that have been of critical help to communities rebuilding after major storms. Waste Pro is a well-funded private company with the resources and commitment to provide cities, counties, and private commercial businesses with the finest service available.

Regional Vice President, Erik Sankey, and Division Manager, Steve Cameron, will lead the team of key personnel who will perform the significant and substantive responsibilities under the contract. As key personnel, their bios are included in this response to the RFP.

Waste Pro meets or exceeds all requirements of the portions of this RFP we are responding to and has provided references reflecting the same. The references we submitted are Florida references in the surrounding Bunnell area.



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Our existing staff will be utilized for the City of Bunnell contract. Key management personnel who will perform significant, substantive responsibilities required under this contract are listed below along with associated biographies.

Key Management

Regional Vice President – Erik Sankey



Erik Sankey has more than two decades of experience in the waste industry, previously holding managerial roles with two major national haulers. In addition, he has experience as an owner/operator for smaller regional waste haulers.

Sankey joined Waste Pro in 2019 as Regional Operations Manager for Central Florida and was promoted to Regional Vice President in 2020. As Regional Vice President for the company’s Central Florida region, Sankey oversees operations in Orlando, Sanford, Cocoa, Daytona Beach, Ocala, Brevard County, and Lake County.

The Central Florida region is one of Waste Pro’s most successful with service to many major Florida cities and counties, including Brevard, Lake, Orange, and Seminole Counties, Maitland, Winter Park, Cape Canaveral, Daytona Beach, Lake Mary, Ocala, and most recently, Oviedo. In addition to managing the region’s six divisions, Sankey oversees a recycling facility in Ocala, a landfill in Daytona Beach, a transfer station in Ormond Beach, and compressed natural gas (CNG) stations in Sanford and Daytona.

Erik will oversee all aspects of the Bunnell Contract. This includes finances, operations, administration, and any issues which may be beyond the authority of the Division Manager. Education - B.A. History and Political Science and Letterman in Track & Field and Football, Carroll University, Waukesha, WI. Phone: 407-401-6771, Fax: 407-786-0800, esankey@wasteprousa.com, 3705 St. John’s Parkway, FL 32771.

Steve Cameron – Division Manager Steve is a native of Montana and a 40 -year veteran of the solid waste, recycling, and liquid waste industry. Steve started in the business as a driver and has progressively advanced in the business as a Supervisor, Operations Manager and District Manager. Steve joined Waste Pro in January of 2017 as Operations Manager for Daytona Beach with responsibilities for Volusia County operations of 102 daily routes, 200 employees and 2 locations including the hauling company and container maintenance facility. In February of 2023, Steve was promoted to Division Manager. The Daytona Team completes over 440,000 weekly services for our customers in Volusia County.





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Steve is a Volusia County resident and married to Crystal with one son Austin. Steve enjoys many outdoor activities including boating and camping. Steve holds a USCG Master Captain License and operates an offshore fishing and site seeing charter service in New Smyrna Beach.

As Division Manager, Steve also has primary responsibility for support, accounting, and operational activities at the Daytona Beach Division. He is accountable for the growth and development of the division's revenue, the success and development of the division staff, and is the end of the line manager for all functions at the division level. Steve has the authority to make decisions concerning the day-to-day operation of Waste Pro's programs under this contract and has direct access to Senior Management for resolving any problems that may be beyond his authority. Steve will be immediately available to the contract manager by phone and electronic mail and will be responsible for overseeing and implementing all aspects of Waste Pro's performance under this Contract. Scameron@wasteprousa.com; 386-527-2148.

Jose Abarca - Operations Manager

Jose is a native of New Jersey and an 18-year veteran of the recycling and solid waste industry. Jose started in the business as a residential driver and has progressively advanced in the business as a Lead, Route Manager, Project Manager and Operations Manager throughout his career. Jose joined Waste Pro in June of 2022 as Operations Manager for Daytona Beach with responsibilities for Volusia County operations of 102 daily routes, 200 employees and 2 locations including the hauling company and container maintenance facility.

As Operations Manager Jose has primary responsibility for providing oversight, coordination, supervision, planning, administration, training, and logistical support for Volusia County contracts. His efforts weigh heavily on the safe and successful collection, transportation and disposal of residential/commercial solid waste and recyclables. This role requires superior organizational skills that help in driving continuous improvement surrounding operations, clients, and employees. In partnership with the Division Manager, Jose will meet defined objectives, provide timely reporting, training, coaching and discipline. jabarca@wasteprousa.com; 386-249-9322.

Stephanie Lyons – Office Manager

Stephanie has worked in the waste removal and recycling industry for over 25 years during her career. She began working with John Jennings at Industrial Waste Services in the early 90's, employed as his executive assistant. She also supported the Sales Department in preparing proposals and correspondence. She then joined John when he decided to branch off and start Jennings Environmental Services. She served as the Office Manager and handled almost every task from customer service to billing in the small office. The company grew very fast and eventually merged with USA Waste Services, which is now Waste Management. Stephanie served as the executive assistant for John and senior management. After John parted ways with Waste Management, Stephanie joined him in starting a company that would later become Waste Pro. Stephanie took a 6-year hiatus to stay at home and raise her young daughter. Once her daughter entered high school, she decided it was time to go back to work. She called John to find out if he had any positions





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available at Waste Pro and was amazed at how fast the company had grown in her absence. Fortunately, the City of Daytona Beach had recently awarded Waste Pro with their contract. The new office in Volusia County needed an Office Manager so the timing could not have been better.

Stephanie has now been with Waste Pro since 2007. Her responsibilities consist of many duties working with local municipalities, including billing, franchise reporting and implementing pricing updates. In addition to the Cities mentioned above, Stephanie has worked with the Cities of Port Orange, New Smyrna Beach, Ormond Beach, Holly Hill, South Daytona, Oak Hill, Lake Helen, Debary, Daytona Beach Shores, Orange City, Sanford, Ponce Inlet, Orlando, Apopka, and the Ormond Beach transfer station. slyons@wasteprousa.com; Phone: 386-788-8890.

Operations Plan

Waste Pro is bidding on the following services:

Transportation and disposal of MSW Class 1 Solid Waste, Transportation and processing of comingled/single stream recycling, disposal of tires, and coordination of a HW event for the city.

To perform these services Waste Pro intends to operate as follows:

Recycle Trucks: All comingled/single stream recycle will be delivered to our Ormond Beach transfer station located at 600 N. Orchard Street, Ormond Beach, Florida, at the rate of \$125.00 per ton. Each truck will be weighed on our onsite electronic scale. The hours of operation are from 6:00am to 4:30pm, Monday through Friday, and 6:00am to 9:00am on Saturdays. From there the material will be transported in a Waste Pro operated 53-foot tractor and trailer to our Ocala recycling plant where it will be sorted and segregated according to commodity.

Waste Pro will accept the following recyclables at the Ormond Beach transfer station: clean cardboard, aluminum, tin, steel, plastics, (nos. 1-7), and paper. Glass is not accepted as a recyclable item but is included in the solid waste stream.

MSW Trucks: All MSW will be delivered to our Ormond Beach transfer station located at 600 N. Orchard Street, Ormond Beach, Florida, at the rate of \$120.00 per ton. Each truck will be weighed on our onsite electronic scale. The hours of operation are from 6:00am to 4:30pm M-F and 6:00am to 9:00am on Saturdays. From there the material will be transported in a Waste Pro operated 53-foot tractor and trailer to one of two landfills sites, Putnam, or Volusia County.

Tires: Individual tires shall be delivered to the Ormond Beach transfer station (not mixed in with load). Tires will be placed in roll off boxes according to size. Tires will be disposed of at the Volusia County Landfill location at a rate of \$150.00 per ton for passenger car tires and \$300.00 per ton for truck tires. Once designated boxes are filled, they will be hauled at a rate of \$270.00 per box.

Contingency Plan:

Should the Ormond Beach transfer station shut down short-term or temporarily for any reason, alternate disposal sites will be utilized. The city will be responsible for the gate rates at the alternate facilities at or during that time.



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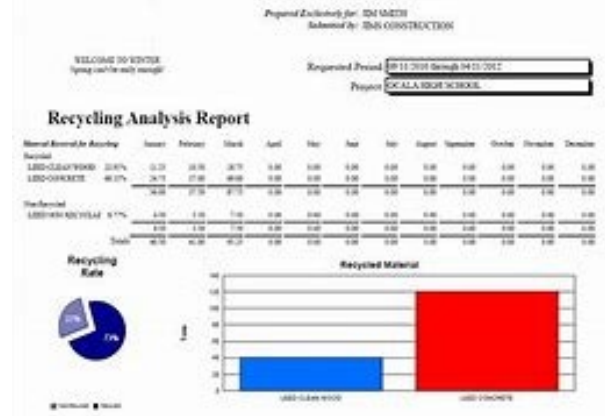
*Note: All disposal and processing rates may be subject to increase. Waste Pro will have to pass any disposal or processing increase on to the city.

Household Hazardous Waste: Waste Pro is willing to work with the city to develop a Household Hazardous Waste event. Waste Pro will utilize a third party that specializes in single day events to hold this at a location in the city limits. This location will be designated by the city. The price will be negotiated at the time the event is scheduled.

Data Management

PC Scale Tower. PC Scale Technologies is the leading global provider of innovative technology solutions and technical services for the waste and recycling industry. PC Scale utilizes the latest Microsoft technology in over half of the top 15 waste and recycling companies in North America.

PC Scale Tower is the main, centralized database of all Waste Pro solid waste records. It will house all Bunnell’s records. All reports on PC Scale Tower are considered Crystal Reports, which can be exported in a variety of formats: Word, PDF, Excel, etc. PC Scale has the ability to generate customer lists with all pertinent information and has a field that enables Waste Pro to identify each customer. This system records all material and disposal tonnages. Tonnage information can be reported in many ways – by period, material type, etc. All reporting can be customized by our internal report-writing team. Work orders can be generated and tracked in the PC Scale Tower, as well as other necessary information.



Standard reports that will be available to the city. Standard reports such as disposal reports for all material types, including solid waste and recycling tonnage will be available at the city’s request. Each report can be provided on a weekly, monthly, or quarterly basis. Recycling weights, work order numbers, dates, and status, will be made available to the city upon request.

Waste Pro is uniquely qualified to service this contract for the City of Bunnell due to the convenient location of our transfer station at 600 N. Orchard St., Ormond Beach, Florida, and our ability to handle the volume of work presented by this RFP.

B. Fee Structure/Schedule

Please see Cost/Fee Proposal provided with Tab 8 and sample invoice provided with this tabbed section. Waste Pro bills monthly and requests payment of invoice within 10 business days of receipt of same.



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C. Location Proximity of Facility to City Core

Waste Pro’s transfer station located at 600 N. Orchard Street, Ormond Beach, Florida is just 20.5 miles from Bunnell’s City Hall.

D. Client References (up to 3)

- 1) City of Daytona Beach
Andrew Holmes – Public Works Director
Phone: 386-671-8750
Email: holmesandrew@codb.us
House Count: 20,263
Service Dates: 2007-Current

- 2) City of Ormond Beach
Kevin Gray – Public Works Operations Manager
Phone: 386-676-4577
Email: kevin.gray@ormondbeach.org
House Count: 17,882
Commercial Accounts: 663
Service Dates: 2014 - present

- 3) Flagler County, Florida
Heidi Petito – County Administrator
Phone: 386 931 0009
Email: hpetito@flaglercounty.gov
House Count: 7,679
Service Dates: 2007-present

E. Submittal thoroughness

Waste Pro has operated in Volusia and Flagler counties since 2002 and looks forward to servicing your community. Our local management team has surveyed the City of Bunnell in preparation for this proposal, observing levels of residential and commercial solid waste, and recycling, methods, vehicles, and equipment. We are confident that Waste Pro is the right choice to fulfill the requirements under this RFP and subsequent contract. Our management team is local, and our operations are decentralized allowing leaders to make local decisions. We are financially strong and fully capable of fulfilling the terms of your contract.

Waste Pro of Florida, Inc. warrants that: 1) The requirements of the project as described in this RFP, its enclosures, and addenda have been reviewed thoroughly; 2) Waste Pro of Florida, Inc. has conducted all necessary due diligence to confirm material facts upon which the proposal is based; and 3) Waste Pro is ready to begin performing under this contract no later than October 1, 2023, and is willing to negotiate an earlier time frame; 4) Waste Pro acknowledges the validity of our proposal’s contents, costs, and services fees for a period of 90 days after submission deadline.



ORMOND BEACH
 TRANSFER STATION
 600 NORTH ORCHARD



Invoice No. 9163
 Invoice Date 1/31/2023

Phone: (386) 788-8890
 Fax: (386) 236-4345

INVOICE

Bill to: 
 Ormond Beach, FL 32174

Acct #: 810000010
 Terms: DUE UPON RECEIPT

Date	Ticket/ MC Receipt	Material / Fee Code	Rate	Units	Tons	Amount
01/02/2023	436283	810 RECOCC/RECYCLING OCC		0.00	4.21	
01/02/2023	436301	810 RECOCC/RECYCLING OCC		0.00	4.28	
01/02/2023	436315	810 MSW/MUNICIPAL SOLID W/		0.00	4.28	
01/02/2023	436341	810 MSW/MUNICIPAL SOLID W/		0.00	2.14	
01/03/2023	436442	810 RECOCC/RECYCLING OCC		0.00	4.47	
01/03/2023	436448	810 MSW/MUNICIPAL SOLID W/		0.00	6.47	
01/03/2023	436455	810 MSW/MUNICIPAL SOLID W/		0.00	8.86	
01/03/2023	436461	810 RECOCC/RECYCLING OCC		0.00	4.78	
01/04/2023	436585	810 RECOCC/RECYCLING OCC		0.00	3.58	
01/04/2023	436599	810 RECOCC/RECYCLING OCC		0.00	3.52	
01/04/2023	436604	810 MSW/MUNICIPAL SOLID W/		0.00	3.68	
01/05/2023	436722	810 MSW/MUNICIPAL SOLID W/		0.00	9.11	
01/05/2023	436724	810 RECOCC/RECYCLING OCC		0.00	3.05	
01/05/2023	436733	810 MSW/MUNICIPAL SOLID W/		0.00	8.56	
01/09/2023	437010	810 MSW/MUNICIPAL SOLID W/		0.00	5.52	
01/09/2023	437036	810 RECOCC/RECYCLING OCC		0.00	5.62	
01/09/2023	437083	810 MSW/MUNICIPAL SOLID W/		0.00	11.70	
01/09/2023	437111	810 MSW/MUNICIPAL SOLID W/		0.00	7.62	
01/11/2023	437340	810 RECOCC/RECYCLING OCC		0.00	3.47	
01/11/2023	437380	810 MSW/MUNICIPAL SOLID W/		0.00	2.83	
01/11/2023	437429	810 MSW/MUNICIPAL SOLID W/		0.00	5.61	
01/11/2023	437447	810 RECOCC/RECYCLING OCC		0.00	3.76	
01/12/2023	437495	810 MSW/MUNICIPAL SOLID W/		0.00	8.29	
01/12/2023	437524	810 MSW/MUNICIPAL SOLID W/		0.00	3.89	
01/13/2023	437667	810 RECOCC/RECYCLING OCC		0.00	4.18	
01/13/2023	437694	810 RECOCC/RECYCLING OCC		0.00	5.14	
01/13/2023	437700	810 MSW/MUNICIPAL SOLID W/		0.00	9.93	
01/13/2023	437701	810 MSW/MUNICIPAL SOLID W/		0.00	3.02	
01/16/2023	437831	810 RECOCC/RECYCLING OCC		0.00	3.99	
01/16/2023	437852	810 RECOCC/RECYCLING OCC		0.00	4.92	
01/16/2023	437864	810 MSW/MUNICIPAL SOLID W/		0.00	11.59	
01/16/2023	437877	810 MSW/MUNICIPAL SOLID W/		0.00	8.55	
01/16/2023	437889	810 MSW/MUNICIPAL SOLID W/		0.00	7.16	
01/16/2023	437926	810 MSW/MUNICIPAL SOLID W/		0.00	2.59	
01/17/2023	438031	810 MSW/MUNICIPAL SOLID W/		0.00	5.08	
01/17/2023	438041	810 RECOCC/RECYCLING OCC		0.00	3.68	
01/17/2023	438043	810 MSW/MUNICIPAL SOLID W/		0.00	10.08	
01/17/2023	438048	810 RECOCC/RECYCLING OCC		0.00	4.34	
01/18/2023	438170	810 RECOCC/RECYCLING OCC		0.00	4.55	
01/18/2023	438187	810 RECOCC/RECYCLING OCC		0.00	1.71	

ORMOND BEACH
TRANSFER STATION
600 NORTH ORCHARD



Invoice No. 9163
Invoice Date 1/31/2023

Phone: (386) 788-8890
Fax: (386) 236-4345

INVOICE

Bill to:



Ormond Beach, FL 32174

Acct #: 81000010
Terms: DUE UPON RECEIPT

Date	Ticket/ MC Receipt	Material / Fee Code	Rate	Units	Tons	Amount
01/18/2023	438192	810 MSW/MUNICIPAL SOLID W/		0.00	1.94	
01/19/2023	438313	810 RECOCC/RECYCLING OCC		0.00	4.12	
01/19/2023	438317	810 MSW/MUNICIPAL SOLID W/		0.00	9.24	
01/19/2023	438333	810 MSW/MUNICIPAL SOLID W/		0.00	9.17	
01/20/2023	438492	810 RECOCC/RECYCLING OCC		0.00	4.20	
01/20/2023	438494	810 RECOCC/RECYCLING OCC		0.00	5.33	
01/20/2023	438527	810 MSW/MUNICIPAL SOLID W/		0.00	4.22	
01/20/2023	438533	810 MSW/MUNICIPAL SOLID W/		0.00	10.60	
01/23/2023	438659	810 MSW/MUNICIPAL SOLID W/		0.00	3.61	
01/23/2023	438665	810 RECOCC/RECYCLING OCC		0.00	4.37	
01/23/2023	438680	810 RECOCC/RECYCLING OCC		0.00	5.33	
01/23/2023	438701	810 MSW/MUNICIPAL SOLID W/		0.00	12.54	
01/23/2023	438725	810 MSW/MUNICIPAL SOLID W/		0.00	7.22	
01/24/2023	438850	810 RECOCC/RECYCLING OCC		0.00	4.23	
01/24/2023	438854	810 RECOCC/RECYCLING OCC		0.00	4.91	
01/24/2023	438861	810 MSW/MUNICIPAL SOLID W/		0.00	5.12	
01/24/2023	438866	810 MSW/MUNICIPAL SOLID W/		0.00	9.89	
01/25/2023	438998	810 RECOCC/RECYCLING OCC		0.00	4.78	
01/25/2023	439020	810 RECOCC/RECYCLING OCC		0.00	3.66	
01/26/2023	439137	810 MSW/MUNICIPAL SOLID W/		0.00	7.51	
01/26/2023	439149	810 MSW/MUNICIPAL SOLID W/		0.00	7.82	
01/26/2023	439181	810 RECOCC/RECYCLING OCC		0.00	2.87	
01/27/2023	439316	810 RECOCC/RECYCLING OCC		0.00	4.49	
01/27/2023	439331	810 MSW/MUNICIPAL SOLID W/		0.00	3.82	
01/27/2023	439353	810 MSW/MUNICIPAL SOLID W/		0.00	8.94	
01/30/2023	439477	810 MSW/MUNICIPAL SOLID W/		0.00	7.60	
01/30/2023	439561	810 MSW/MUNICIPAL SOLID W/		0.00	6.68	
01/30/2023	439578	810 RECOCC/RECYCLING OCC		0.00	4.48	
01/31/2023	439680	810 RECOCC/RECYCLING OCC		0.00	5.78	
01/31/2023	439727	810 MSW/MUNICIPAL SOLID W/		0.00	11.76	
01/31/2023	439728	810 RECOCC/RECYCLING OCC		0.00	1.19	
01/31/2023	439730	810 RECOCC/RECYCLING OCC		0.00	4.58	
01/31/2023	439731	810 MSW/MUNICIPAL SOLID W/		0.00	3.15	
01/31/2023	439741	810 MSW/MUNICIPAL SOLID W/		0.00	2.87	

ORMOND BEACH
TRANSFER STATION
600 NORTH ORCHARD



Invoice No. 9163
Invoice Date 1/31/2023

Phone: (386) 788-8890
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INVOICE

Bill to:



Ormond Beach, FL 32174

Acct #: 810000010
Terms: DUE UPON RECEIPT

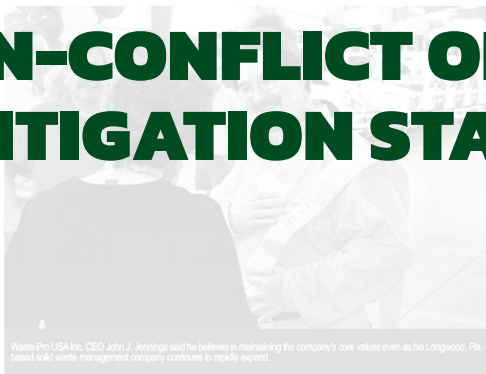
Date	Ticket/ MC Receipt	Material / Fee Code	Rate	Units	Tons	Amount
INVOICE TOTALS				0.00	417.83	

REMIT PAYMENT TO:
WASTE PRO
925 S. Clyde Morris Blvd
Daytona Beach, FL 32114-5724
Office: (386) 788-8890
Fax: (386) 236-4345



TAB 3

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT/LITIGATION STATEMENT (FORM A)



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and serving 1.2 million customers.

locations to maintain and promote company beliefs.

"As we grow, we want to make sure that we're able to maintain and keep that active culture going that really has been a part of our success," Jennings said.

"I started the company really with the idea of keeping it simple. And what do we really mean by that? We mean, there is a simple and

been working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro.

Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture.

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REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

TAB 3
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT/LITIGATION STATEMENT (FORM A)



Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 3 – CONFLICT, NON-CONFLICT OF INTEREST STATEMENT/LITIGATION STATEMENT (FORM A)

This Agreement, if awarded to Waste Pro, will not result in any conflict of interest with respect to any current or anticipated client, to its knowledge. The required Conflict, Non-Conflict of Interest Statement/Litigation Statement (Form A) is included in this tabbed section.

The following is a list of litigation in which Waste Pro has been involved in in the past 10 years arising out of service issues:

Waste Pro of Florida, Inc. v. Gulf County, Florida, Board of County Commissions, on behalf of Gulf County, Florida; pending in the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida; Case No.:2019-CA-000157

Summary: In 2019, Waste Pro filed an action against Gulf County for its breach of a solid waste agreement that required Waste Pro, in addition to performing solid waste collection and disposal services, to construct, finance, and operate a new transfer station facility on the County's landfill site. The agreement provided that, in the event, the County did not renew with Waste Pro, services agreement there was an exclusive option for the County to purchase the transfer station. Waste Pro constructed the transfer station and operated the transfer station as it was required to do. Thereafter, the County gave notice of its intent to proceed with a procurement process for the services provided by Waste Pro. Throughout the procurement process, the County informed the bidders that the services to be performed included the operation of the County-owned transfer station/facility if Waste Pro was not the successful bidder. When the County awarded the new service contract to a third party, a dispute arose between the County and Waste Pro as to the amount the County was required to pay Waste Pro for the transfer station. The parties amicably resolved the matter.

City of Port St. Lucie V. Waste Pro of Florida, Inc., pending in the Circuit Court of Nineteenth Judicial Circuit in and for St. Lucie County, Florida; Case No.: 56 2021 CA 001628

Summary: In 2021, Port St. Lucie filed a declaratory relief action against Waste Pro seeking a declaration that Waste Pro's declaration of an event of force majeure did not fall within the contract's force majeure clause. Waste Pro had declared an event of force majeure after the Delta variant caused an increase in Covid-19 cases and various government programs/laws implemented due to the pandemic created workforce issues for Waste Pro. That declaratory relief action is currently pending, and Port St. Lucie later amended to bring anticipatory breach and breach of contract claims. Due to claimed performance issues, Waste Pro had nearly \$2 million in liquidated damages withheld by Port St. Lucie. Waste Pro believes that those withheld amounts were punitive in nature, and not reasonably related to any costs expended or damages suffered by Port St. Lucie. As a result, Waste Pro has counter-sued for the amounts that are not reasonably related to costs incurred or damages suffered by Port St. Lucie. The action is currently pending.



City of Bunnell
No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
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TRANSPORTATION & DISPOSAL SERVICES

Waste Pro of Florida, Inc. v. City of Cape Coral, Case No: 2022-CA-001123. Summary: Litigation was initiated, not because of service issues, but to determine if certain contract assessments were proper under the contract. Both Waste Pro and the City filed as parties of this litigation. The parties had negotiated for many months before resorting to the court system. The case is pending but has had no impact on the working relationship between Waste Pro and the City, or the current service level to the residents. The parties continue to try to amicably resolve the issue.

**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.

Waste Pro of Florida, Inc.

COMPANY NAME

Erik Sankey

SIGNER'S NAME (PRINT OR TYPE)

Erik Sankey

AUTHORIZED SIGNATURE

Regional Vice President

TITLE

07/13/2023

DATE



TAB 4

DRUG-FREE WORKPLACE CERTIFICATE (FORM B)



Waste Pro keeps it simple



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and servicing 1.8 million customers.

locations to maintain and promote company beliefs.

"As we grow, we want to make sure that we're able to maintain and keep that active culture going that really has been a part of our success," Jennings said.

"I started the company really with the idea of keeping it simple. And what do we really mean by that? We mean, do it right, and

been working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro.

Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture.

Wood also believes that maintaining



REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

TAB 4
DRUG-FREE WORKPLACE
CERTIFICATE (FORM B)



City of Bunnell
No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 4 – DRUG–FREE WORKPLACE CERTIFICATE (FORM B)

The Drug-Free Workplace Certificate (Form B) is fully executed and included in this tabbed section.

CITY OF BUNNELL

DRUG-FREE WORKPLACE CERTIFICATION
(Form B)

Does your Agency have a Drug-Free Workplace Program: Yes: xx 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.

Erik Sankey

NAME



SIGNATURE

Regional Vice President

TITLE



TAB 5

RESPONDER'S CERTIFICATION (FORM C)



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By Jim Johnson

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REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

TAB 5
RESPONDER'S CERTIFICATION
(FORM C)



City of Bunnell
No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 5 – RESPONDERS CERTIFICATION (FORM C)

Responder's Certification (Form C) is fully executed and included in this tabbed section.

**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.

Erik Sankey

Responder



Authorized Signature

Regional Vice President

Officer Title

07/13/2023

Date



TAB 6

CERTIFICATE OF INSURANCE



Waste Pro keeps it simple

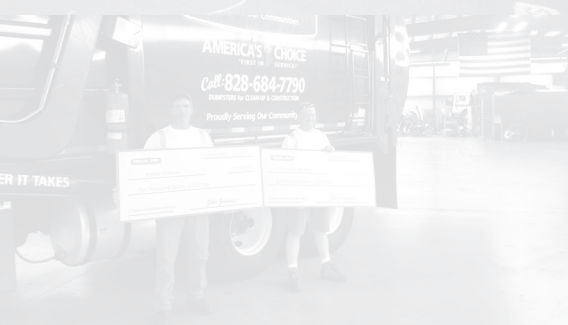


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REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02



City of Bunnell
No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 6 – CERTIFICATE OF INSURANCE

A copy of Waste Pro's Certificate of Insurance as required is included with this tabbed section.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 22, 2022 forms a part of
Policy No. RAE943788405 issued to WASTE PRO USA, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA Inc. and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #TBD

This endorsement, effective 12:01 a.m., November 22, 2022 forms a part of
Policy No. GEC300138205 issued to Waste Pro USA Inc.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Any person(s) or entity(ies) requiring by written contract that the named insured provide advanced written notice of cancellation. The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no responsibility for advanced written notice of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 11/22/2022 forms a part of
 Policy No. RWD3001380-05 issued to Waste Pro USA, Inc.
 by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/22/2022
 Insured
 Waste Pro USA, Inc.
 Insurance Company
 XL Insurance America, Inc.

Policy No.
 RWC3001380-05

Endorsement No.
 Premium Included

Countersigned by _____



TAB 7

STATE LICENSES AND PERMITS



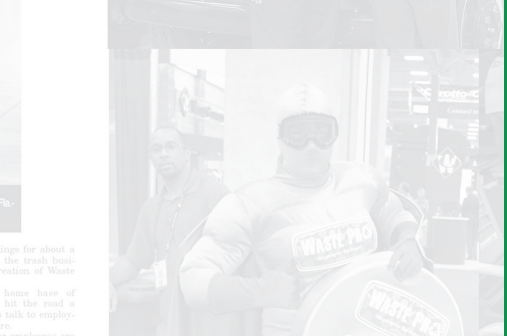
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CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02



Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 7 – STATE LICENSES AND PERMITS

A copy of the following licenses/permits as required are included in this tabbed section.

1. Florida Department of Agriculture and Consumer Services, Weighing and Measuring Device Permit; and
2. Operator’s Certificate for Materials Recovery Facility and Transfer Station Operation.



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

May 21, 2022

WASTE PRO OF FL, INC
 925 S CLYDE MORRIS BLVD
 DAYTONA BEACH, FL 32114-5724

SUBJECT: Weighing and Measuring Device Permit WM29728

The weighing and measuring device permit at the bottom of this form is valid ONLY for the business located at the address on the permit. All weighing and measuring device permits must be renewed annually. Any permit allowed to expire shall become inoperative because of failure to renew. A late fee of \$100 in addition to the permit fee must be paid for any permits not renewed prior to expiration.

IN THE EVENT OF AN OWNERSHIP CHANGE AT THIS BUSINESS LOCATION: This permit may be transferred to any person, firm or corporation for the remainder of the current permit year upon written request to the department by the new owner. If you need additional information, please contact the Bureau of Compliance at (850) 921-1590.

Pursuant to Chapter 531, Florida Statutes, weighing and measuring device permittees must present proof of permit.

For future correspondence, please make any needed corrections or changes to your business mailing address and/or your permitted location address and return the UPPER PORTION with corrections.

Cut Here



State of Florida
 Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

Registration No.: **WM29728**
 Issue Date: May 20, 2022
 Expiration Date: May 13, 2024

Weighing and Measuring Device Permit

POST CERTIFICATE
 CONSPICUOUSLY

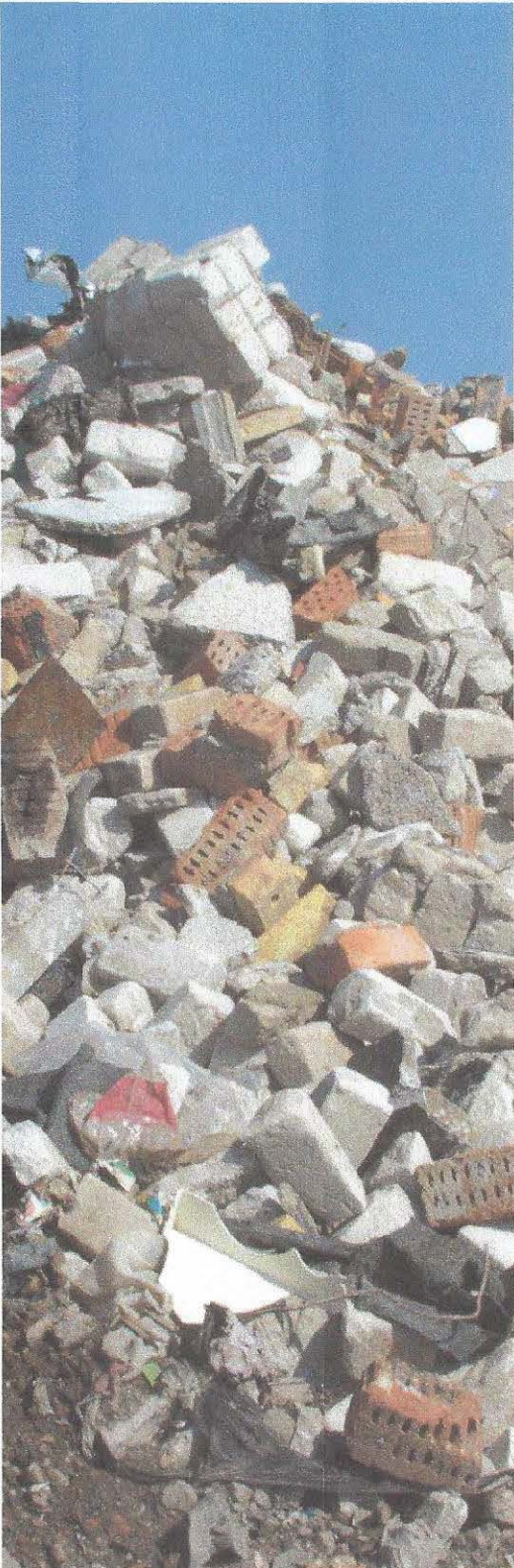
1 - SCALES - Greater than 20,000 lb.

WASTE PRO OF FL, INC
 DBA: WASTE PRO - ORMOND BEACH TRANSFER STATION
 550 N ORCHARD ST
 ORMOND BEACH, FL 32174-9512

Nicole Fried

NICOLE "NIKKI" FRIED
 COMMISSIONER OF AGRICULTURE

This is to certify that the Location whose name and address are shown above is permitted and has paid the prescribed fee (based on the declared types and number of devices) as required by s. 531.60 F.S..



CERTIFICATE OF COMPLETION



This certificate acknowledges that

Jennifer Stancil

successfully completed Waste University Course #1005, 16-Hour Initial Course for Materials Recovery Facility and Transfer Station Operators (Online)

Completed on this date

6/16/2021



JON POWELL, PH.D., P.E.

Principal and Founder



TAB 8

COMPLETED FEE / COST PROPOSAL



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson

Waste Pro USA Inc. is far from the single-truck operation that started a decade ago. With sales topping \$400 million annually, the company now has operations in seven southern states, running more than 1,400 trucks, employing 2,400 people and serving 1.2 million customers.

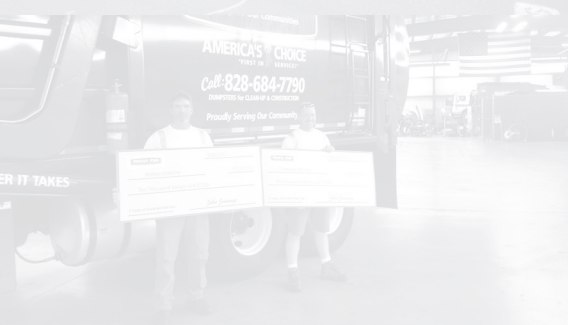
Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

"As we grow, we want to make sure that we're able to maintain and keep that active culture going that really has been a part of our success," Jennings said.

"I started the company really with the idea of keeping it simple. And what do we really mean by that? We mean, when we're out there, we've been working with Jennings for about a quarter of a century in the trash business, even before the creation of Waste Pro.

Traveling from his home base of Athens, Ga., Wood will hit the road a week or two at a time to talk to employees about company culture.

"We do believe that our employees are



REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES

CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

TAB 8
COMPLETED FEE / COST
PROPOSAL



Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

FEE/COST PROPOSAL

- | | |
|---|--|
| 1. TRANSPORTATION AND DISPOSAL OF
MSW SOLID WASTE AT ORMOND BEACH
TRANSFER STATION | \$120.00/TON |
| 2. TRANSPORTATION AND PROCESSING OF
RECYCLABLE MATERIALS FROM ORMOND TRANSFER
TO OCALA MRF | \$125.00/TON |
| 3. TIRES (PASSENGER)
(TRUCK/COMMERCIAL)
HAUL RATE | \$150.00/TON
\$300.00/TON
\$270.00/PER BOX |
| 4. HHW (TO BE NEGOTIATED)
Waste Pro is willing to work with the city to develop a Household Hazardous Waste event. Waste Pro will utilize a third party that specializes in single day events, to hold this at a location in the city limits. This location will be designated by the city. The price will be negotiated at the time the event is scheduled. | |

*Note: All disposal and processing rates may be subject to increase. Waste Pro will have to pass any disposal or processing increase on to the city.



TAB 9
COPY OF W-9

WASTE & RECYCLING NEWS

MAY 2, 2011
Crain's News Source for Environmental Management

Waste Pro keeps it simple



Waste Pro USA Inc. CEO John J. Jennings said he believes in maintaining the company's core values even as his Longwood, Fla.-based solid waste management company continues to rapidly expand.

By Jim Johnson
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REQUEST FOR PROPOSAL FOR MSW CLASS1 / CLASS111 / LANDFILL / C&D / MRF RECYCLING SERVICE / YARD WASTE RECYCLING / SOLID WASTE TRANSFER / TRANSPORTATION & DISPOSAL SERVICES
CITY OF BUNNELL, FLORIDA | REQUEST #: NO. RFP 2023-02

TAB 9
COPY OF W-9



City of Bunnell
No. RFP 2023-02

Request for Proposal for MSW CLASS1/
CLASS111/LANDFILL/C&D/MRF RECYCLING SERVICE/
YARD WASTE RECYCLING/SOLID WASTE TRANSFER/
TRANSPORTATION & DISPOSAL SERVICES

TAB 9 – COPY OF W-9

TAB 9 – COPY OF W-9

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Waste Pro of Florida Inc		
	2 Business name/disregarded entity name, if different from above Waste Pro Daytona		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 925 S Clyde Morris Blvd		Requester's name and address (optional)
6 City, state, and ZIP code Daytona Beach, FL 32114			
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
5	9	-	3	7	0	1	7	8	5

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Brandy Bevan</i>	Date ▶ 7/7/23
------------------	--	---------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.*



WASTE PRO OF FLORIDA INC.
925 S. CLYDE MORRIS BLVD
DAYTONA BEACH, FLORIDA 32114

 wasteprousa.com

 [@waste_pro_usa](https://twitter.com/waste_pro_usa)

 [wasteprousa](https://www.facebook.com/wasteprousa)

Prepared by:
Paul Waters, City Attorney
City of Bunnell
604 East Moody Blvd., Unit 6
P.O. Box 756
Bunnell, Florida 32110

Return Recorded copy to:
City of Bunnell
City Clerk
604 East Moody Blvd., Unit 6
P.O. Box 756
Bunnell, Florida 32110

**PERMANENT CROSS ACCESS EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT FOR LOT 4 AND LOT 5 OF FLAGLER CENTRAL COMMERCE PARK
PHASE 1A REPLAT**

THIS **PERMANENT CROSS ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR LOT 4 AND LOT 5 OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT** is made this _____ day of _____, 2023 by TRUVENTURE HOLDINGS, LLC, a Florida Limited Liability Company, (“TRUVENTURE”) and the CITY OF BUNNELL, a Florida municipal corporation, (“CITY”). TRUVENTURE and the CITY may be individually or collectively referred to as the “Party” or “Parties”,

WITNESSETH

WHEREAS, CITY owns fee simple title in and to that certain real property located in the City of Bunnell, County of Flagler, State of Florida identified as Lot 4 of the Flagler Central Commerce Park Phase 1A Replat, Map Book 37, Page 37, of the Public Records of Flagler County, Florida (the “**Plat**”), bearing a Parcel ID number of 11-12-30-2260-00000-0040 and having a physical address of 2300 Commerce Parkway, Bunnell, Florida 32110 (the “**LOT 4 Property**”), which is more fully described and incorporated herein as **Exhibit “A”**; and

WHEREAS, TRUVENTURE owns fee simple title in and to that certain real property located in the City of Bunnell, County of Flagler, State of Florida identified as Lot 5 of the Flagler Central Commerce Park Phase 1A Replat, Map Book 37, Page 37, of the Public Records of Flagler County, Florida (the “**Plat**”), bearing a Parcel ID number of 11-12-30-2260-00000-0050 and having a physical address of 2350 Commerce Parkway, Bunnell, Florida 32110 (the “**LOT 5 Property**”), which is more fully described and incorporated herein as **Exhibit “A”**; and

WHEREAS, in order to allow for the Parties to obtain mutually beneficial ingress and egress to and from the Lot 4 Property and the Lot 5 Property, TRUVENTURE desires to grant CITY, and the CITY desired to Grant TRUVENTURE the right to construct, grade, pave and under certain conditions more particularly described herein within and upon the Cross Access Easement Area certain permanent cross access improvements as more particularly described on

Lot 4 Property and Lot 5 Property of Exhibit “B” attached hereto (the “**Permanent Cross Access Easement**”); and

WHEREAS, in order to allow for CITY to make certain improvements to the Property, TRUVENTURE desires to grant CITY the temporary access to the Lot 5 Property to construct property line tie-in grading, a stormwater retention pond with associated appurtenances and other improvements on that portion of Lot 5 Property described on **Exhibit “C”** attached hereto (the “**Temporary Construction Easement**”); and

WHEREAS, in order to allow for TRUVENTURE to make certain improvements to the Property, CITY desires to grant TRUVENTURE the temporary access to the Lot 4 Property to construct property line tie-in grading, a stormwater retention pond with associated appurtenances and other improvements on that portion of Lot 4 Property described on **Exhibit “D”** attached hereto (the “**Temporary Construction Easement**”); and

WHEREAS, the Parties desire to provide for certain obligations and create certain non-exclusive, temporary and perpetual rights, and benefits for the mutual benefit of the Parties and occupants thereof (collectively, the “**Occupants**”) and the agents, contractors, employees, customers, visitors, invitees, licensees, and subtenants of such Owners and Occupants (collectively, the “**Permittees**”).

NOW THEREFORE, for and in consideration of the covenants set forth below and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree, each for itself, its successors and assigns, as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the text of this Agreement.

2. **Grant of Permanent Cross-Access Easement.** The Parties do hereby establish, give, grant, reserve, declare and convey for the benefit of the other Party, and their contractors and agents, a perpetual non-exclusive access and construction easement across and over the Easement Area for the purpose of construction, maintenance, ingress and egress to the Lot 4 Property and Lot 5 Property (the “**Permanent Cross-Access Easement**”), which is more fully depicted and described in that certain portion of Lot 4 Property and Lot 5 Property depicted **Exhibit B**.

3. **Grant of Temporary Construction Easement for Lot 5.** TRUVENTURE does hereby establish, give, grant, reserve, declare and convey for the benefit of the CITY, and CITY’s contractors and agents, and the Property, a temporary non-exclusive access, utility and construction easement across and over the Easement Area for the purpose of construction, grading, ingress and egress to the Property (the “**Temporary Construction Easement**”), which is more fully depicted in that portion of Lot 5 Property depicted and described in **Exhibit C**. The Temporary Construction Easement shall cease immediately upon completion by either party of construction of the stormwater drainage pond, grading, landscaping, parking and related

improvements. Construction completion shall be evidenced by final permit approval by the CITY.

4. Grant of Temporary Construction Easement for Lot 4. CITY does hereby establish, give, grant, reserve, declare and convey for the benefit of the TRUVENTURE, and TRUVENTURE's contractors and agents, and the Property, a temporary non-exclusive access, utility and construction easement across and over the Easement Area for the purpose of construction, grading, ingress and egress to the Property (the "**Temporary Construction Easement**"), which is more fully depicted in that portion of Lot 4 Property depicted and described in **Exhibit D**. The Temporary Construction Easement shall cease immediately upon completion by either party of construction of the stormwater drainage pond, grading, landscaping, parking, structures and related improvements. Construction completion shall be evidenced by final permit approval by the CITY.

5. Non-Exclusive Use. PARTIES expressly acknowledge and agree that the Easements granted herein is non-exclusive and PARTIES right to use the Easement Area and Access Improvements is non-exclusive on other Owners and Occupants to use the Easement Area and Access Improvements for ingress and egress to each Owner and Occupant's respective property. PARTIES shall not block, fence, obstruct or otherwise restrict the use of the Easement Area and Access Improvements by other Owners and Occupants. PARTIES acknowledge and agree the non-exclusive use of the Easement Area and Access Improvements, as defined in this section, is a material condition of this Agreement.

6. Use of Property. The Property shall be used only for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations.

7. Indemnity. PARTIES shall defend, indemnify and save harmless the other from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from accidents, loss, personal injury, death, property damage, or violation of applicable law occurring on or from the Work, use of the Easement Area and Access Improvements and PARTIES' Property (including, without limitation, reasonable attorneys' fees and technical consultants' fees and expenses), except if caused by the act or negligence of the other, its agents, employees or contractors. The obligations of this paragraph shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Sec. 768.28, Fla. Stat., and subject to the procedural requirements set forth therein.

8. Notices. If a party desires to give notice or a request for approval regarding any matter herein, then such notice or request shall be in writing and addressed to the party at the address shown below. Such notice or request may be deposited in the United States mail, certified, or registered, return receipt requested and postage prepaid or sent by Federal Express or comparable overnight mail services. Notice shall be deemed to have been given upon receipt or refusal of delivery of such notice. Either party may change their notice information upon not less than 30 days' advance written notice to the other party.

If to TRUVENTURE:
Truventure Holdings, LLC
Paul M. Hassan
1478 Riverplace Blvd., #2104
Jacksonville, Florida 32207

If to CITY:
City of Bunnell, a Florida municipality
c/o City Manager
P.O. Box 756
Bunnell, FL 32110

9. Covenants Running with the Land. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns. Once an Owner ceases to own any interest in its property, such Owner shall have no further obligations hereunder with respect to such property except as to obligations and liabilities that accrued with respect to such property during the time that such Owner owned its interest in the property.

10. Amendments. This Agreement may be amended only by a written instrument duly executed by the Parties and the Owners, or their respective successors and/or assigns.

11. Termination. This Agreement, and the Easement granted herein, shall terminate upon the earlier of: (i) written termination of the Agreement by the parties; (ii) conveyance of the Easement Area by TRUVENTURE to Flagler Central Commerce Park Owners Association, Inc., a Florida not for profit corporation; or (iii) conveyance of the Easement Area by TRUVENTURE to the public for the purpose of dedicating the Easement Area as public right-of-way.

12. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

14. Enforcement. The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement. All of the remedies permitted or available under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15. **Recording.** This Agreement shall be recorded in the appropriate office for the recordation of real estate conveyances in Flagler County, Florida.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereunder shall run with the land, and shall be binding upon, and inure to the benefit of, the parties, including their respective successors and assigns. Any reference to the parties herein, unless specified otherwise, also refers to their respective heirs, legal representatives, successors and assigns.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized individuals of TRUVENTURE and the CITY on the date and year first written above.

Signed in the presence of:

TRUVENTURE HOLDINGS, LLC,
a Florida Limited Liability Company

Print: _____

By: _____
Print: _____
Title: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ who [] is personally known to me or [] has produced a drivers' license as identification and who [] did [] did not take an oath.

Notary Public,

Printed Name _____

My Commission Expires:

Signed in the presence of:

CITY OF BUNNELL, a Florida municipality

Print: _____

By: _____
Print: _____
Title: _____

Print: _____

ATTEST:

Kristen Bates, City Clerk

APPROVED AS TO FORM:

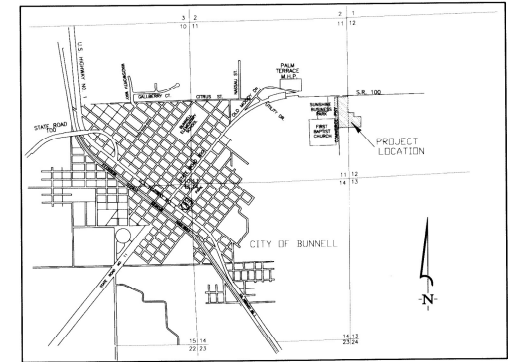
Paul Waters, City Attorney

EXHIBIT A

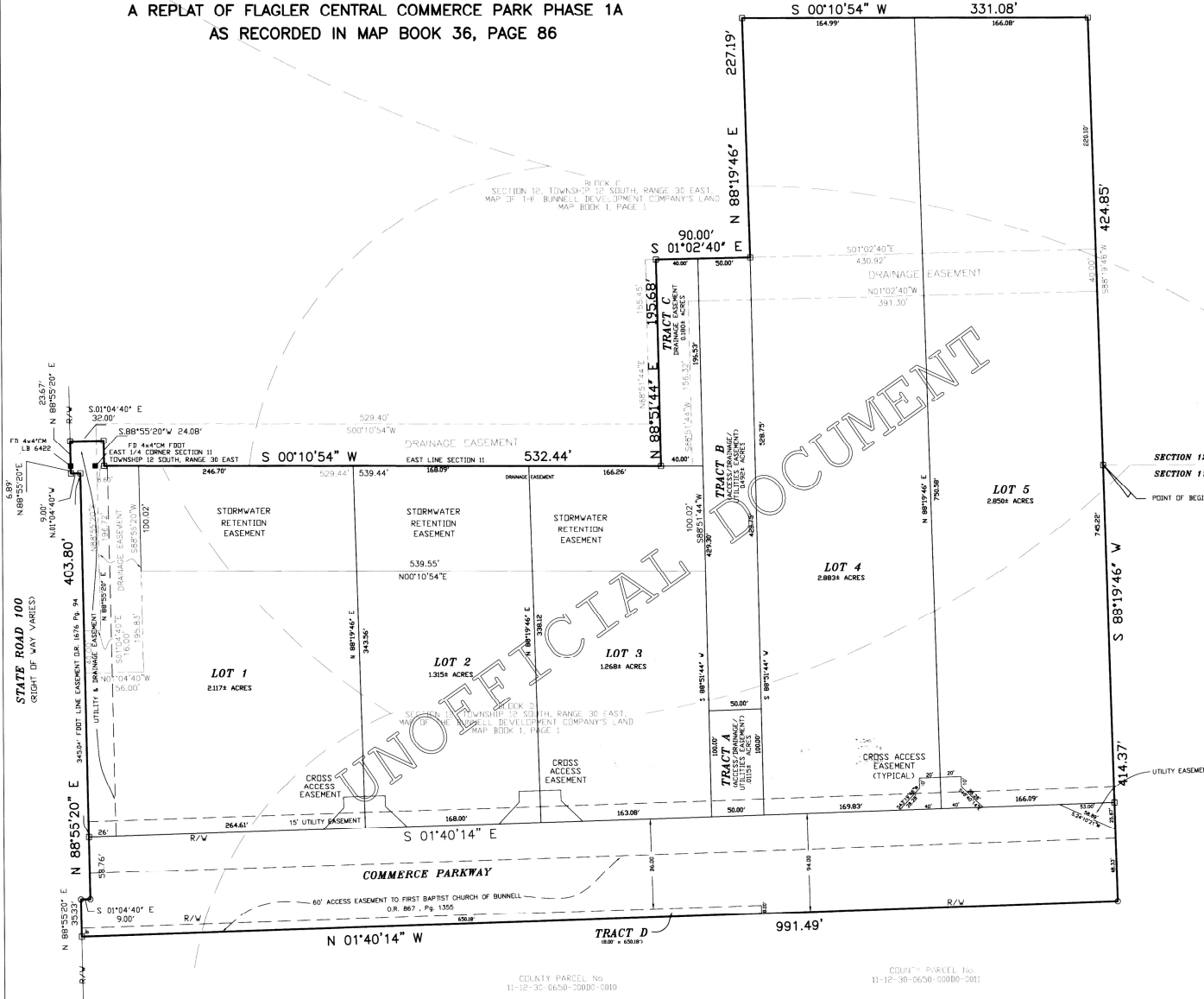
SUBDIVISION PLAT OF

FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT

IN SECTIONS 11 & 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST
CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA
A REPLAT OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A
AS RECORDED IN MAP BOOK 36, PAGE 86



VICINITY MAP NOT TO SCALE



SECTION 12
SECTION 11
POINT OF BEGINNING

POINT OF REFERENCE
SOUTHEAST CORNER SECTION 11
TOWNSHIP 12 SOUTH, RANGE 30 EAST
FOUND 1" IRON PIPE NO ID

- LEGEND:
FND FOUND
CM 4x4" CONCRETE MONUMENT AS SHOWN
CM 4x4" CONCRETE MONUMENT LB 7382
SET PK NAIL AND BOOK PROP - LB 7382
I.R. INTERESTED BUSINESS
R/W RIGHT OF WAY
F.D.T. FLORIDA DEPT OF TRANSPORTATION



SCALE: 1"=50'

EAST COAST LAND SURVEYING LB#7382

P.O. BOX 2388, 300 N STATE ST BUNNELL FL 32110
PHONE (386) 437-0123 FAX (386) 437-0114

SUBDIVISION PLAT OF
FLAGLER CENTRAL COMMERCE PARK
PHASE 1A REPLAT

SITUATED IN SECTIONS 11 AND 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA
OWNED BY

OARE ASSOCIATES, LLC

1 FLORIDA PARK DRIVE S. ATRIUM SUITE, PALM COAST FL, 32137

CELARLY PARCEL No. 11-12-30-6650-0000-0010

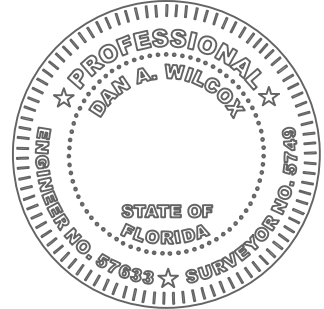
COURT - PARCEL No. 11-12-30-6650-0000-0011

EXHIBIT 'B'

S00°10'54"W 164.99'(P) S00°10'54"W 166.08'(P)

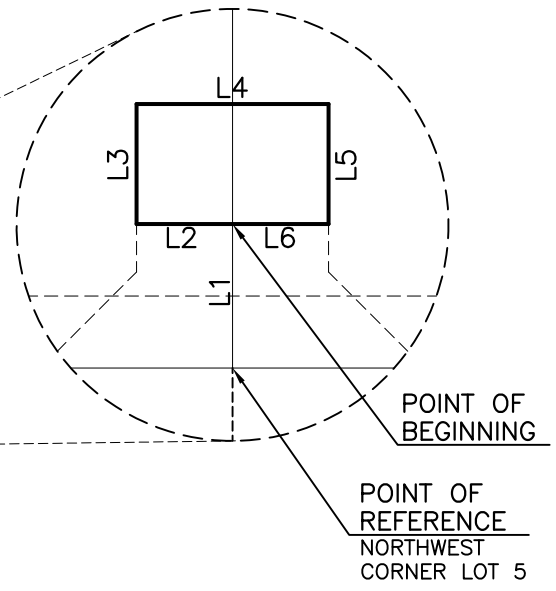
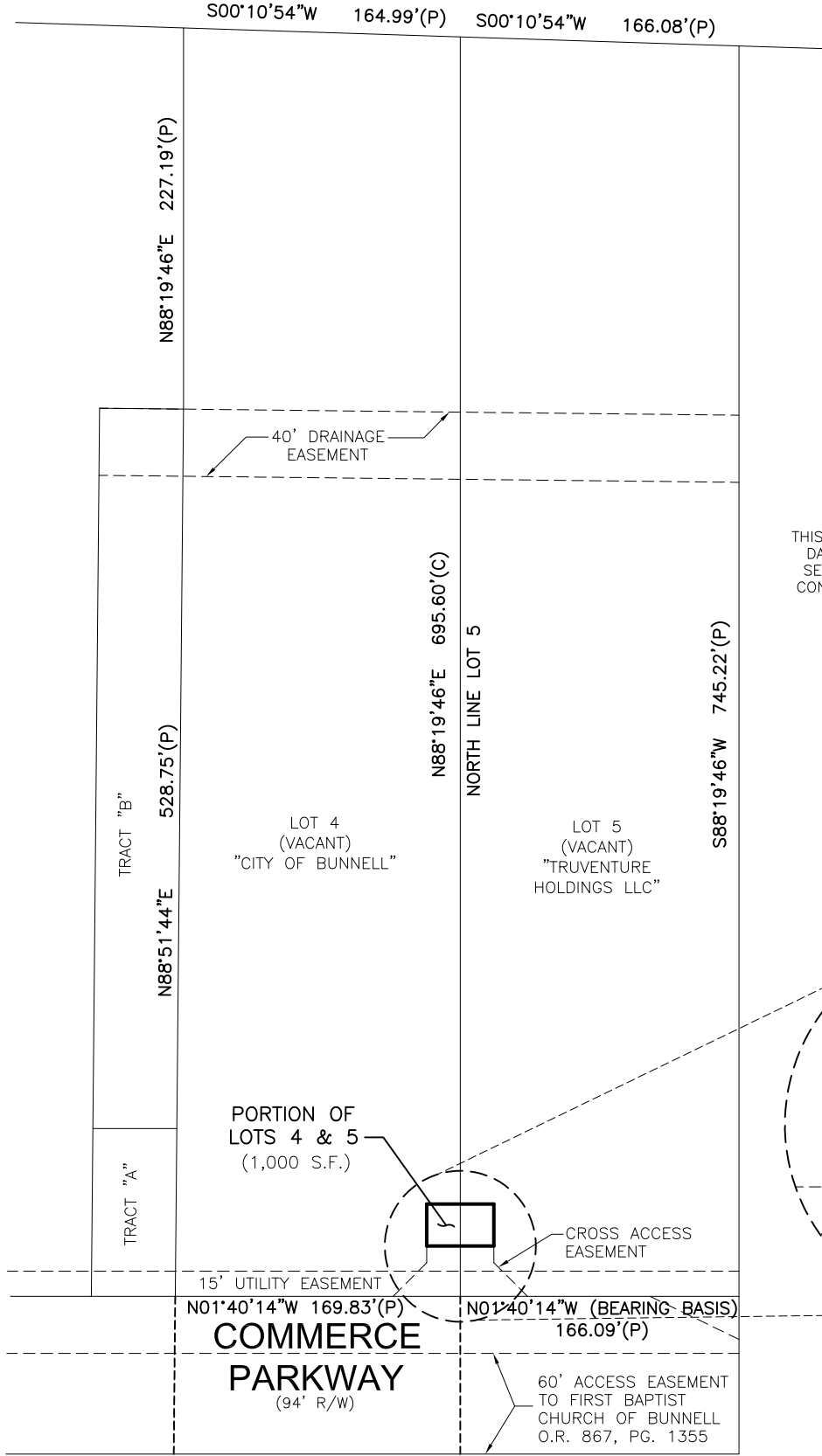


NORTH
SCALE: 1"=100'



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

- | | |
|--------------------------------|--------------------------------|
| L1
29.99'(C)
N88°19'46"E | L4
40.00'(C)
S01°40'14"E |
| L2
20.00'(C)
N01°40'14"W | L5
25.00'(C)
S88°19'46"W |
| L3
25.00'(C)
N88°19'46"E | L6
20.00'(C)
N01°40'14"W |



REVISIONS:

TYPE OF SURVEY: SKETCH & DESCRIPTION

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION:

A PORTION OF LOTS 4 AND 5, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, PAGE 36, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID LOT 5, BEAR N88°19'46"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 29.99 FEET TO THE POINT OF BEGINNING; THENCE N01°40'14"W A DISTANCE OF 20.00 FEET; THENCE N88°19'46"E A DISTANCE OF 25.00 FEET; THENCE S01°40'14"E A DISTANCE OF 40.00 FEET; THENCE S88°19'46"W A DISTANCE OF 25.00 FEET; THENCE N01°40'14"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CITY OF BUNNELL
P.O. BOX 756
BUNNELL, FL 32110



STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726 • LB#7672
2729 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Sketch&Legal		10/10/23	23-3792	NJG
Revision		10/27/23	23-4040	NJG
Revision				
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAN A. WILCOX Jr., PSM No. 5749, PE No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET
1 of 1

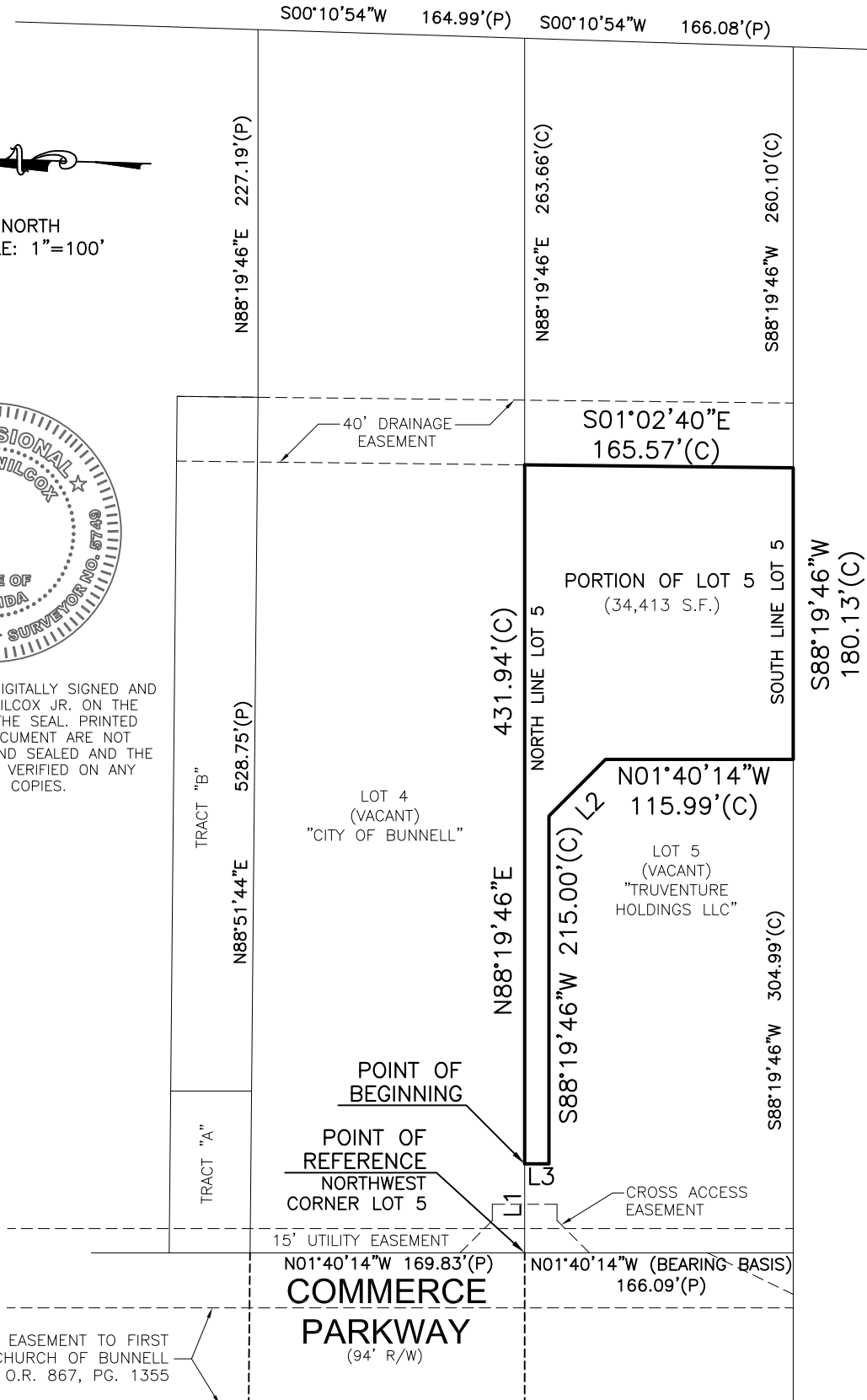


NORTH
SCALE: 1"=100'



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

60' ACCESS EASEMENT TO FIRST BAPTIST CHURCH OF BUNNELL O.R. 867, PG. 1355



- L1
54.98'(C)
N88°19'46"E
- L2
49.50'(C)
N46°40'14"W
- L3
15.00'(C)
N01°40'14"W

REVISIONS:

TYPE OF SURVEY: SKETCH & DESCRIPTION

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION:

A PORTION OF LOT 5, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, PAGE 36, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID LOT 5, BEAR N88°19'46"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 54.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°19'46"E A DISTANCE OF 431.94 FEET; THENCE S01°02'40"E A DISTANCE OF 165.57 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE S88°19'46"W ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 180.13 FEET; THENCE N01°40'14"W A DISTANCE OF 115.99 FEET; THENCE N46°40'14"W A DISTANCE OF 49.50 FEET; THENCE S88°19'46"W A DISTANCE OF 215.00 FEET; THENCE N01°40'14"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CLIENT INFO
CITY OF BUNNELL
P.O. BOX 756
BUNNELL, FL 32110



STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726 • LB#7672
2729 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Sketch&Legal		10/10/23	23-3792	NJG
Revision		10/27/23	23-4040	NJG
Revision				
Revision				
Revision				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAN A. WILCOX Jr., PSM No.5749, PE No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

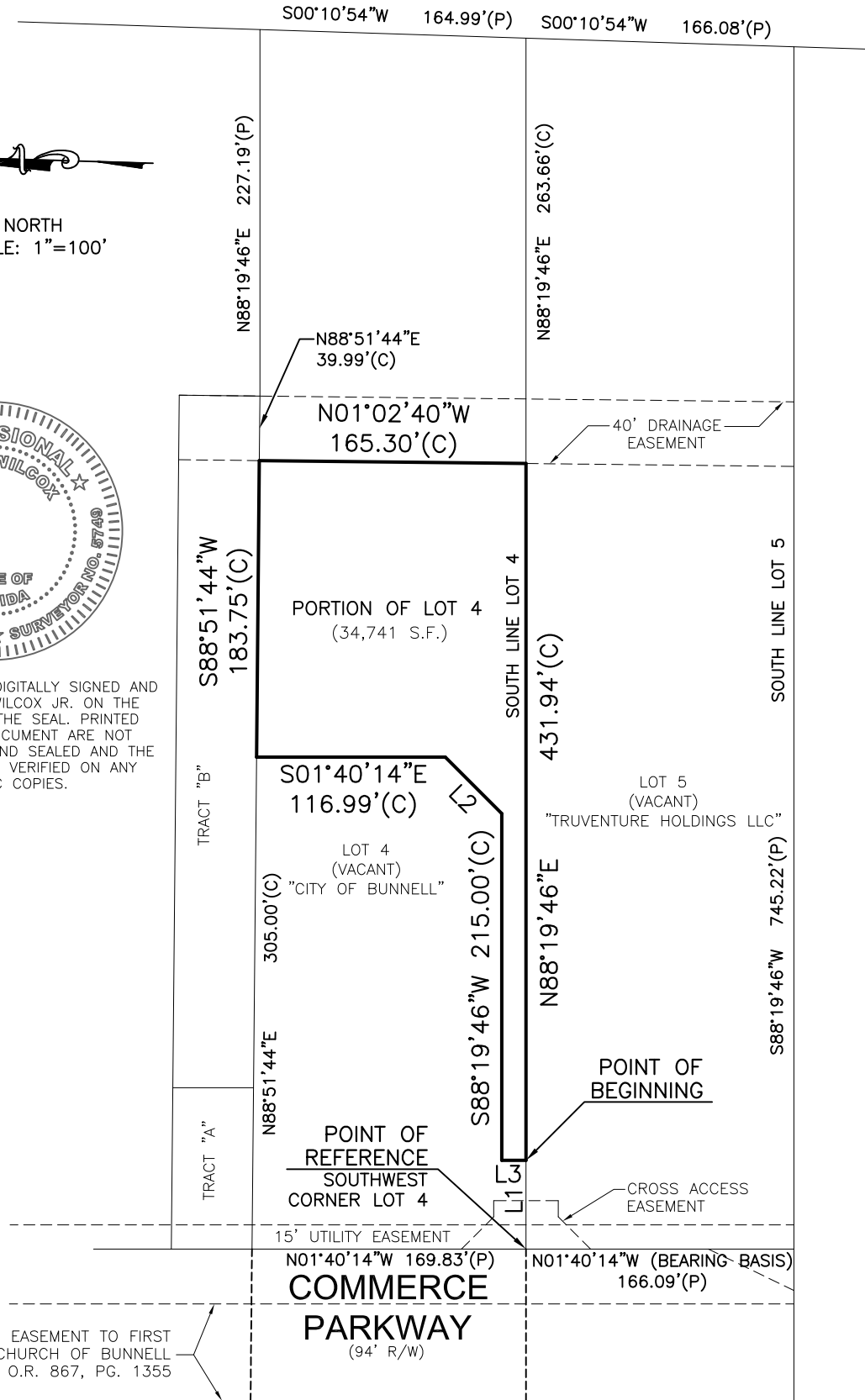
SHEET
1 of 1



NORTH
SCALE: 1"=100'



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAN A WILCOX JR. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



- L1
54.98'(C)
N88°19'46"E
- L2
49.50'(C)
S43°19'46"W
- L3
15.00'(C)
S01°40'14"E

REVISIONS:

TYPE OF SURVEY: SKETCH & DESCRIPTION

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION:

A PORTION OF LOT 4, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 37, PAGE 36, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID LOT 4, BEAR N88°19'46"E ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 54.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°19'46"E A DISTANCE OF 431.94 FEET; THENCE N01°02'40"W A DISTANCE OF 165.30 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE S88°51'44"W ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 183.75 FEET; THENCE S01°40'14"E A DISTANCE OF 116.99 FEET; THENCE S43°19'46"W A DISTANCE OF 49.50 FEET; THENCE S88°19'46"W A DISTANCE OF 215.00 FEET; THENCE S01°40'14"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CLIENT INFO
 CHARLIE FAULKNER
 124 CENTRAL AVENUE
 CRESCENT CITY, FL 32112



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SHEET
 1 of 1



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 10/9/2023 Amount:
Department: City Commissioners Account #:
Subject: Discussion: 2024 Italian Festival (Commissioner Schultz)
Agenda Section: New Business:
Goal/Priority: Quality of Life

Summary/Highlights:

Commissioner Tina Marie Shultz came up with the idea to create some cultural synergy for the City of Bunnell. She met with the City Manager and team to present her idea called the Bunnell Italian Festival 2024. Her and her team chose this theme as a fundraising event for the city, as there are no Italian Festivals in Flagler or Volusia Counties. Their initial research clearly shows that there is a community wide interest in this type of festival. As the committee spoken to people in the community, so far are very excited and they already have a few corporate sponsors and food vendors waiting for the go ahead from you!

Staff sees this as great opportunity to bring the community together as well as invite outsiders to Bunnell. The location is great, there will be fun activities, funds generator for the city and a great community event that will bring folks in to our great city of Bunnell.

Background:

We expect to attract local attendees and those from as far away as Gainesville, Jacksonville, Palatka and Edgewater.

Food Booths Galore, Fun Family Entertainment, Music, Dancing, Cooking Demo's, Italian Car Show, Spaghetti Eating Contest, Grape Stomp Competition, Artisans & Crafters and Dunk-A-Dignitary booth are just a few of the fun things planned for the Festa.

Admission to the Festa is FREE. We want anyone who wants to attend to be able to bring their children and enjoy the event without charging them to just walk through the door. We want them to spend their money on fun - like a gelato, meatball hero or a pasta bowl.

Parking is \$1.00 per car 'donation' and will be a fundraiser for the youth group running the entrance and parking.

We hope to raise at least \$20,000.00 for city programs and needs that are outside of the general

budget (such as unfunded items for BPD or Park and Rec, Family Life Center, or to supplement Trunk or Treat, Christmas in Bunnell, etc).

Staff Recommendation:

Per Commission

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation: