

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, May 13, 2024

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

- B.1.** Proclamation: National Police Week
- B.2.** Presentation: Police Department Promotion
- B.3.** Presentation: Life Saving Awards
- B.4.** Presentation: Officer of the 1st Quarter - 2024

C. Consent Agenda:

C.1. Approval of Warrant

- a. May 13, 2024 Warrant

C.2. Approval of Minutes

- a. April 22, 2024 City Commission Meeting Minutes

C.3. Request for Deletion of items from Fixed Assets

C.4. Requesting approval of Contracts for Continuing Professional Planning Services with Alliant Engineering Inc, Matthews DCCM and EXP US Services 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):

- E.1.** Ordinance 2024-09 Requesting to amend the Future Land Use Map in the 2035

Comprehensive Plan for 2,787+/- acres of land within the City of Bunnell, owned by JM Properties X LLC and Wayerhaeuser Company. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval for FPL LED Lighting Agreement for FDOT 445216

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 May 6, 2024



City of Bunnell, Florida

ATTACHMENTS:

Description
Proclamation

Type
Exhibit



Proclamation

WHEREAS, there are estimated to be 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Bunnell Police Department; and

WHEREAS, in 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, 136 law enforcement officers in the United States died in the line of duty in 2023; and

WHEREAS, 4 officers in the State of Florida were killed or died in the line of duty in 2023; and

WHEREAS, since data started being recorded in 1786, there have been more than 23,785 law enforcement officers killed in the line of duty; and

WHEREAS, the City of Bunnell and all her citizens and businesses are grateful for the sacrifice of law enforcement officers who protect those in the communities they serve; and

WHEREAS, National Police Week is a collaborative efforts dedicated to honoring America's law enforcement community; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty should be duly honored.

NOW, THEREFORE, we, the Bunnell City Commission do hereby recognize May 12th through May 18th 2024 as "Police Week" and the month of May 2024 as a time to honor law enforcement officers killed in the line of duty by authorizing the wearing of mourning bands throughout the month; we publicly salute the service of the law enforcement officers in the City of Bunnell, throughout our community, in Florida and across the Nation for all they do for the communities they serve.

Adopted this 13th day of May 2024

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 5/13/2024

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08437 - 05.13.24 Warrant Checks

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advanced Environmental Laboratories, Inc.					
	04/01/2024	Advanced Environmental La...	Lab Testing	404-0535-535.3400	1,315.31
			Vendor Advanced Environmental Laboratories, Inc. Total:		1,315.31
Vendor: Alexander McCarthy					
	04/11/2024	Alexander McCarthy	Safety Footwear Reimburse...	401-0533-533.5220	150.00
			Vendor Alexander McCarthy Total:		150.00
Vendor: ALS, Inc.					
	04/10/2024	ALS, Inc.	Less Lethal Course Registrati...	001-0521-521.5500	795.00
			Vendor ALS, Inc. Total:		795.00
Vendor: American Family Life Assurance Company of Columbus					
	05/01/2024	American Family Assuran...	April 2024	001-2185000	598.08
			Vendor American Family Life Assurance Company of Columbus Total:		598.08
Vendor: Automation Logix, Inc					
	04/14/2024	Automation Logix, Inc	Optional Installation and Pro...	404-0535-535.4640	130.00
	04/14/2024	Automation Logix, Inc	5 HP VFD ATV 71HU40N4	404-0535-535.4640	1,040.00
	04/14/2024	Automation Logix, Inc	5 HP VFD ATV 312HU40N4	404-0535-535.4640	942.00
			Vendor Automation Logix, Inc Total:		2,112.00
Vendor: Blue Cross Blue Shield of Florida					
	05/01/2024	Blue Cross Blue Shield of Flor...	May 2024	001-2184000	1,995.17
	05/01/2024	Blue Cross Blue Shield of Flor...	May 2024	001-2184500	81.17
			Vendor Blue Cross Blue Shield of Florida Total:		2,076.34
Vendor: Boulevard Tire Center					
	02/07/2024	Boulevard Tire Center	tire repair truck 959	402-0534-534.4620	65.00
			Vendor Boulevard Tire Center Total:		65.00
Vendor: Bunnell Auto Supply, Inc.					
	04/15/2024	Bunnell Auto Supply, Inc.	50 ft 4000psi QC Hose	402-0534-534.5200	102.99
	04/25/2024	Bunnell Auto Supply, Inc.	Miller Mig tips PK10	402-0534-534.5200	28.00
			Vendor Bunnell Auto Supply, Inc. Total:		130.99
Vendor: C.A.P. Government, Inc.					
	04/19/2024	C.A.P. Government, Inc.	Professional Serices from 3.1...	118-0524-524.3401	4,090.00
			Vendor C.A.P. Government, Inc. Total:		4,090.00
Vendor: Carrie Prinkey					
	04/24/2024	Carrie Prinkey	Deposit Refund	001-2201000	50.00
			Vendor Carrie Prinkey Total:		50.00
Vendor: Central Hydraulics, Inc.					
	04/26/2024	Central Hydraulics, Inc.	Ball Type 19-400	402-0534-534.4620	105.80
			Vendor Central Hydraulics, Inc. Total:		105.80
Vendor: Charles J. Cino					
	04/10/2024	Charles J. Cino	Code Enforcement Board 3hrs	001-0524-524.3102	375.00
			Vendor Charles J. Cino Total:		375.00
Vendor: Charter Communications					
	04/01/2024	Charter Communications	100 Utility St 4.01.24-4.30.24	001-0512-512.4100	400.00
	04/07/2024	Charter Communications	604 E Moody (6) 04.10.24-5...	001-0519-519.4100	10.10
			Vendor Charter Communications Total:		410.10
Vendor: Collage Design and Construction Group, Inc.					
	05/03/2024	Collage Design and Construct...	Phase 1 Coquina Restoration...	001-0572-572.6200	375,076.15
			Vendor Collage Design and Construction Group, Inc. Total:		375,076.15

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Colonial Life & Accident Insurance Company					
	03/14/2024	Colonial Life & Accident Insu...	May 2024	001-2185000	1,220.50
Vendor Colonial Life & Accident Insurance Company Total:					1,220.50
Vendor: Computers at Work, Inc					
	04/10/2024	Computers at Work, Inc	Blue Team Internal Scan	001-0516-516.3400	4,950.00
	04/10/2024	Computers at Work, Inc	Blue Team External Scan	001-0516-516.3400	3,950.00
	04/10/2024	Computers at Work, Inc	Dark Web Scan	001-0516-516.3400	2,450.00
Vendor Computers at Work, Inc Total:					11,350.00
Vendor: Culligan Water Products					
	03/19/2024	Culligan Water Products	5 Gal Water and service fee	001-0521-521.5100	23.50
	03/31/2024	Culligan Water Products	5 Gal Drinking Water Service ...	001-0521-521.5100	32.75
Vendor Culligan Water Products Total:					56.25
Vendor: Data Flow Systems, LLC					
	04/05/2024	Data Flow Systems, LLC	Central Site Installation	404-0535-535.6300	4,006.00
	04/05/2024	Data Flow Systems, LLC	LS Constant Speed Installatio...	404-0535-535.6300	2,108.00
	04/05/2024	Data Flow Systems, LLC	CTU w/ Antenna/Tower	404-0535-535.6300	1,470.00
	04/05/2024	Data Flow Systems, LLC	Primary Workstation Compu...	404-0535-535.6300	1,935.00
	04/05/2024	Data Flow Systems, LLC	Mobilization Fee	404-0535-535.6300	6,500.00
Vendor Data Flow Systems, LLC Total:					16,019.00
Vendor: DG Hardware, Inc.					
	03/25/2024	DG Hardware, Inc.	Fasteners	402-0534-534.5200	28.47
	04/25/2024	DG Hardware, Inc.	Fasteners	402-0534-534.4640	2.87
	04/09/2024	DG Hardware, Inc.	Master Key, Key KW1-Ace	001-0521-521.5200	22.96
Vendor DG Hardware, Inc. Total:					54.30
Vendor: Environmental Land Services of Flagler County, Inc					
	04/12/2024	Environmental Land Services...	Services for 4.5.24 - 4.11.24	402-0534-534.3400	5,002.10
	04/19/2024	Environmental Land Services...	Services through 4.12.24-4.1...	402-0534-534.3400	5,064.78
Vendor Environmental Land Services of Flagler County, Inc Total:					10,066.88
Vendor: Expert Chemical Sales & Service LLC					
	04/16/2024	Expert Chemical Sales & Serv...	8 cases center pull paper to...	001-0572-572.5200	906.00
Vendor Expert Chemical Sales & Service LLC Total:					906.00
Vendor: FEC ROW LLC					
	05/01/2024	FEC ROW LLC	Pipe & Wire Lease	401-0533-533.5400	10,388.94
	05/01/2024	FEC ROW LLC	Pipe & Wire Lease	404-0535-535.5400	6,459.66
Vendor FEC ROW LLC Total:					16,848.60
Vendor: Ferguson US Holdings, Inc					
	04/12/2024	Ferguson US Holdings, Inc	Blue Pipe needed for invento...	401-0533-533.5205	995.76
Vendor Ferguson US Holdings, Inc Total:					995.76
Vendor: Flagler Broadcasting LLC					
	04/10/2024	Flagler Broadcasting LLC	Live Broadcast WNZF 94.9FM	001-0511-511.4900	750.00
Vendor Flagler Broadcasting LLC Total:					750.00
Vendor: Florida Health Care Plans, Inc.					
	05/01/2024	Florida Health Care Plans, Inc.	T66 May 2024	001-2184000	52,868.84
	05/01/2024	Florida Health Care Plans, Inc.	Retire May 2024	001-2184500	1,856.56
	05/01/2024	Florida Health Care Plans, Inc.	T 23 May 2024	001-2184000	2,870.97
Vendor Florida Health Care Plans, Inc. Total:					57,596.37
Vendor: Florida Rural Water Association					
	04/16/2024	Florida Rural Water Associati...	Membership Renewal	401-0533-533.5400	311.64
	04/16/2024	Florida Rural Water Associati...	Membership Renewal	404-0535-535.5400	311.64
Vendor Florida Rural Water Association Total:					623.28
Vendor: Galls Parent Holdings, LLC					
	03/26/2024	Galls Parent Holdings, LLC	Scott Latent Print Kit	001-0521-521.5200	87.99
Vendor Galls Parent Holdings, LLC Total:					87.99
Vendor: Gannett Media Corp					
	02/01/2024	Gannett Media Corp	St Augustine Record	001-0524-524.4800	58.48
Vendor Gannett Media Corp Total:					58.48

Expense Approval Register				Packet: APPKT08437 - 05.13.24 Warrant Checks	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: HD Supply, Inc					
	02/09/2024	HD Supply, Inc	CLX Free / Total chlorine anal...	404-0535-535.5200	4,552.59
				Vendor HD Supply, Inc Total:	4,552.59
Vendor: Impact Plastics					
	02/26/2024	Impact Plastics	Standard Front Load Lids	402-0534-534.5264	1,116.56
				Vendor Impact Plastics Total:	1,116.56
Vendor: Jamson Labs/Power Kleen					
	03/19/2024	Jamson Labs/Power Kleen	4 Cases of magic cleaner	402-0534-534.5200	324.47
				Vendor Jamson Labs/Power Kleen Total:	324.47
Vendor: John Perrone					
	04/10/2024	John Perrone	Safety Footwear Reimburse...	001-0541-541.5220	104.99
				Vendor John Perrone Total:	104.99
Vendor: Kerri A Uebel					
	04/01/2024	Kerri A Uebel	2 Cycle Oil 3lb 095 Line	001-0541-541.5200	235.95
	04/01/2024	Kerri A Uebel	Chains & Bars for Saws	001-0541-541.5200	417.07
	04/01/2024	Kerri A Uebel	Chains for saws	001-0541-541.5200	461.40
				Vendor Kerri A Uebel Total:	1,114.42
Vendor: Liberty National Life Insurance					
	05/01/2024	Liberty National Life Insurance	Global Life April 2024	001-2185000	517.67
				Vendor Liberty National Life Insurance Total:	517.67
Vendor: LifeSavers, Inc					
	04/05/2024	LifeSavers, Inc	Carrying Case, Battery Pack,P...	001-0521-521.5200	1,678.00
				Vendor LifeSavers, Inc Total:	1,678.00
Vendor: Lowe's Companies, Inc					
	03/26/2024	Lowe's Companies, Inc	Items needed for Wastewate...	404-0535-535.5200	144.18
				Vendor Lowe's Companies, Inc Total:	144.18
Vendor: Lyle Tripp					
	03/08/2024	Lyle Tripp	Reimbursement for Flights N...	001-0521-521.4000	420.96
				Vendor Lyle Tripp Total:	420.96
Vendor: MacData LLC					
	04/15/2024	MacData LLC	Herbert, S. & Kennedy, T	001-0521-521.4900	40.00
	04/15/2024	MacData LLC	Herbert, S. & Kennedy, T	401-0533-533.4900	45.00
				Vendor MacData LLC Total:	85.00
Vendor: McGrath RentCorp and Subsidiaries					
	04/15/2024	McGrath RentCorp and Subs...	24 mth lease 4.15.24-5.14.24	001-0519-519.3401	2,188.66
				Vendor McGrath RentCorp and Subsidiaries Total:	2,188.66
Vendor: McMaster-Carr Supply Company					
	03/29/2024	McMaster-Carr Supply Comp...	Replacement of well 8 nuts a...	401-0533-533.4640	66.67
	04/09/2024	McMaster-Carr Supply Comp...	Bolts and Gasket for well 8	401-0533-533.5205	80.74
				Vendor McMaster-Carr Supply Company Total:	147.41
Vendor: Michael Leo Dove					
	04/16/2024	Michael Leo Dove	Services through 04.03.24- 04..	118-0524-524.3401	3,195.00
				Vendor Michael Leo Dove Total:	3,195.00
Vendor: Monroe, Inc					
	04/26/2024	Monro, Inc	Four 315 Recaps	402-0534-534.4620	1,152.52
				Vendor Monroe, Inc Total:	1,152.52
Vendor: Municipal Emergency Services, Inc					
	04/08/2024	Municipal Emergency Service...	Polo, Logo, Badge, Name & R...	001-0521-521.5220	47.48
				Vendor Municipal Emergency Services, Inc Total:	47.48
Vendor: MUVz, Inc					
	03/14/2024	MUVz, Inc	Orange Traffic Cones & Shipp...	001-0521-521.5200	265.02
				Vendor MUVz, Inc Total:	265.02
Vendor: Newsom Oil Company					
	04/09/2024	Newsom Oil Company	55 Gallon of aw 68 Hydraulic ...	402-0534-534.5200	538.08
				Vendor Newsom Oil Company Total:	538.08

Expense Approval Register

Packet: APPKT08437 - 05.13.24 Warrant Checks

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: NextEra Energy Inc					
	04/10/2024	NextEra Energy Inc	39472-13538 Feb 29	404-0535-535.4300	55.59
				Vendor NextEra Energy Inc	Total: 55.59
Vendor: Nicholson A/C & Heating, Inc.					
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	001-0541-541.4400	29.17
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	001-0549-549.4400	29.16
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	001-0572-572.4400	29.17
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	401-0533-533.4400	29.17
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	402-0534-534.4400	29.16
	04/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance & ...	404-0535-535.4400	29.17
				Vendor Nicholson A/C & Heating, Inc. Total:	175.00
Vendor: Norman E Hoffman					
	04/11/2024	Norman E Hoffman	Evaluation Kreider	001-0521-521.4900	325.00
				Vendor Norman E Hoffman Total:	325.00
Vendor: Palm Coast Observer, LLC					
	04/11/2024	Palm Coast Observer, LLC	Notice of Intent to Designate...	001-0513-513.4800	60.00
				Vendor Palm Coast Observer, LLC Total:	60.00
Vendor: PPLSI Legal Shield					
	04/16/2024	PPLSI Legal Shield	Legal Shield April 2024	001-2185000	280.87
				Vendor PPLSI Legal Shield Total:	280.87
Vendor: Rayco Funding & Development, Inc					
	04/02/2024	Rayco Funding & Developme...	Dewatering box cleaned	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc	Total: 1,575.00
Vendor: Sawgrass Marriott Golf Resort & Spa					
	03/14/2024	Sawgrass Marriott Golf Resor...	5 night stay 6/7-6/12 Groth	001-0521-521.4000	1,150.00
	03/14/2024	Sawgrass Marriott Golf Resor...	5 night stay 6/7-6/12 Chief B...	001-0521-521.4000	1,150.00
				Vendor Sawgrass Marriott Golf Resort & Spa Total:	2,300.00
Vendor: Shane Groth					
	04/10/2024	Shane Groth	Reimburse- Uber and parking...	001-0521-521.4000	105.28
				Vendor Shane Groth Total:	105.28
Vendor: Staples Inc					
	03/19/2024	Staples Inc	Contract overage 2.11.24-3.1...	001-0513-513.3400	237.53
	03/19/2024	Staples Inc	Contract overage 2.11.24-3.1...	001-0513-513.3400	146.17
	03/19/2024	Staples Inc	Contract overage 2.11.24-3.1...	001-0521-521.3400	28.18
	03/19/2024	Staples Inc	Contract overage 2.11.24-3.1...	001-0524-524.3400	41.46
				Vendor Staples Inc Total:	453.34
Vendor: Staples, Inc					
	03/28/2024	Staples, Inc	1' Binder	001-0521-521.5100	22.86
	04/02/2024	Staples, Inc	Permit Paper, Buisness Cards,..	001-0524-524.4100	52.88
	04/02/2024	Staples, Inc	Permit Paper, Buisness Cards,..	118-0524-524.5100	73.70
				Vendor Staples, Inc Total:	149.44
Vendor: Terry Taylor Ford Company					
	04/08/2024	Terry Taylor Ford Company	Diagnose Transmission Unit ...	001-0521-521.4620	100.00
				Vendor Terry Taylor Ford Company Total:	100.00
Vendor: Tom Nehl Jacksonville, Inc					
	02/27/2024	Tom Nehl Jacksonville, Inc	BW K128913OR Truck 941	402-0534-534.4620	252.56
				Vendor Tom Nehl Jacksonville, Inc Total:	252.56
Vendor: Traffic Supplies & Distribution LLC					
	09/01/2023	Traffic Supplies & Distributio...	Replace old signs	001-0541-541.5310	700.00
				Vendor Traffic Supplies & Distribution LLC Total:	700.00
Vendor: Training Academy and Consultant Services, LLC					
	04/01/2024	Training Academy and Consul..	Phase 1 CDL Class B Training	001-0549-549.5500	862.50
	04/01/2024	Training Academy and Consul..	Phase 1 CDL Class B Training	401-0533-533.5500	575.00
	04/01/2024	Training Academy and Consul..	Phase 1 CDL Class B Training	404-0535-535.5500	287.50
				Vendor Training Academy and Consultant Services, LLC Total:	1,725.00

Expense Approval Register

Packet: APPKT08437 - 05.13.24 Warrant Checks

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Tyler Technologies					
	03/20/2024	Tyler Technologies	AP Automation (Cost/Rebate...	001-0513-513.5230	-103.16
	03/31/2024	Tyler Technologies	Utility Billing Transaction Fees	401-0533-533.4900	2,767.22
	03/31/2024	Tyler Technologies	Utility Billing Transaction Fees	402-0534-534.4900	2,766.39
	03/31/2024	Tyler Technologies	Utility Billing Transaction Fees	404-0535-535.4900	2,766.39
	03/31/2024	Tyler Technologies	Utility Billing Subscription No...	401-0533-533.4900	20.17
	03/31/2024	Tyler Technologies	Utility Billing Subscription No...	402-0534-534.4900	20.17
	03/31/2024	Tyler Technologies	Utility Billing Subscription No...	404-0535-535.4900	20.16
			Vendor Tyler Technologies	Total:	8,257.34
Vendor: UniFirst Corporation					
	04/03/2024	UniFirst Corporation	Uniform Rental	001-0541-541.5220	18.53
	04/03/2024	UniFirst Corporation	Uniform Rental	001-0549-549.5220	31.69
	04/03/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5200	35.06
	04/03/2024	UniFirst Corporation	Uniform Rental	001-0572-572.5220	73.26
	04/03/2024	UniFirst Corporation	Uniform Rental	401-0533-533.5220	71.85
	04/03/2024	UniFirst Corporation	Uniform Rental	402-0534-534.5220	35.55
	04/03/2024	UniFirst Corporation	Uniform Rental	404-0535-535.5220	72.78
			Vendor UniFirst Corporation Total:		338.72
Vendor: Verizon Connect Telo Inc.					
	04/01/2024	Verizon Connect Telo Inc.	Service for 4.01.24-4.30.24	001-0541-541.4100	76.40
	04/01/2024	Verizon Connect Telo Inc.	Service for 4.01.24-4.30.24	001-0572-572.4100	57.30
	04/01/2024	Verizon Connect Telo Inc.	Service for 4.01.24-4.30.24	401-0533-533.4100	76.40
	04/01/2024	Verizon Connect Telo Inc.	Service for 4.01.24-4.30.24	402-0534-534.4100	209.60
	04/01/2024	Verizon Connect Telo Inc.	Service for 4.01.24-4.30.24	404-0535-535.4100	76.40
			Vendor Verizon Connect Telo Inc. Total:		496.10
Vendor: Verizon Wireless					
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0512-512.4100	80.76
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0513-513.4100	40.38
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0516-516.4100	45.38
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0521-521.4100	1,846.84
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0524-524.4100	104.99
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0541-541.4100	122.23
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0549-549.4100	152.90
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	001-0572-572.4100	193.66
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	118-0524-524.4100	121.14
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	401-0533-533.4100	804.05
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	402-0534-534.4100	193.28
	04/13/2024	Verizon Wireless	Service Period 3.14.24-4.13....	404-0535-535.4100	721.14
			Vendor Verizon Wireless Total:		4,426.75
Vendor: Vision Service Plan					
	04/18/2024	Vision Service Plan	VSP May 2024	001-2184000	1,366.19
			Vendor Vision Service Plan Total:		1,366.19
Vendor: Wayne Legacy, LLC					
	04/04/2024	Wayne Legacy, LLC	Gray Subdued Badge, Gold &...	001-0521-521.5220	575.00
			Vendor Wayne Legacy, LLC Total:		575.00
Vendor: WB Mason					
	04/16/2024	WB Mason	Spring Water 50 Cases	401-0533-533.5205	193.75
	04/16/2024	WB Mason	Spring Water 50 Cases	404-0535-535.5200	193.75
			Vendor WB Mason Total:		387.50
Vendor: Wells Fargo Financial Leasing, Inc					
	04/20/2024	Wells Fargo Financial Leasing,...	Coverage period 4.16.24-5.15..	001-0513-513.4400	199.01
	04/20/2024	Wells Fargo Financial Leasing,...	Coverage period 4.16.24-5.15..	001-0521-521.4400	198.94
	04/20/2024	Wells Fargo Financial Leasing,...	Coverage period 4.16.24-5.15..	404-0535-535.4400	198.94
			Vendor Wells Fargo Financial Leasing, Inc Total:		596.89

Expense Approval Register

Packet: APPKT08437 - 05.13.24 Warrant Checks

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Zev Cohen & Associates, Inc.	04/10/2024	Zev Cohen & Associates, Inc.	Services through March 31 24	001-0524-524.3400	877.52
				Vendor Zev Cohen & Associates, Inc. Total:	877.52
				Grand Total:	547,155.28

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	469,149.53
118 - BUILDING DEPT FUND	7,479.84
401 - WATER	16,576.36
402 - SOLID WASTE	17,038.35
404 - SEWER	36,911.20
Grand Total:	547,155.28

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4900	Other Current Chgs & Ob...	750.00
001-0512-512.4100	Communications Expense	480.76
001-0513-513.3400	Other Contract Services	383.70
001-0513-513.4100	Communications Expense	40.38
001-0513-513.4400	Rental / Lease Expense	199.01
001-0513-513.4800	Advertising / Promo - A...	60.00
001-0513-513.5230	Software	-103.16
001-0516-516.3400	Other Contract Services	11,350.00
001-0516-516.4100	Communications Expense	45.38
001-0519-519.3401	Other Contractual Servic...	2,188.66
001-0519-519.4100	Communications Expense	10.10
001-0521-521.3400	Other Contract Services	28.18
001-0521-521.4000	Travel / Per Diem	2,826.24
001-0521-521.4100	Communications Expense	1,846.84
001-0521-521.4400	Rental / Lease Expense	198.94
001-0521-521.4620	Repair / Maint - Vehicles	100.00
001-0521-521.4900	Other Current Chgs & Ob...	365.00
001-0521-521.5100	Office Supplies Expenses	79.11
001-0521-521.5200	Operating Supplies	2,053.97
001-0521-521.5220	Uniforms Exp	622.48
001-0521-521.5500	Training	795.00
001-0524-524.3102	Legal Services	375.00
001-0524-524.3400	Other Contract Services	918.98
001-0524-524.4100	Communications Expense	157.87
001-0524-524.4800	Advertising / Promo Exp...	58.48
001-0541-541.4100	Communications Expense	198.63
001-0541-541.4400	Rental / Lease Expense	29.17
001-0541-541.5200	Operating Supplies	1,114.42
001-0541-541.5220	Uniforms Exp	123.52
001-0541-541.5310	Signage	700.00
001-0549-549.4100	Communications	152.90
001-0549-549.4400	Rentals & Leases	29.16
001-0549-549.5220	Uniforms	31.69
001-0549-549.5500	Training	862.50
001-0572-572.4100	Communications Expense	250.96
001-0572-572.4400	Rental / Lease Expense	29.17
001-0572-572.5200	Operating Supplies	941.06
001-0572-572.5220	Uniforms Exp	73.26
001-0572-572.6200	Building & improvements	375,076.15
001-2184000	Med/Health Employee Li...	59,101.17
001-2184500	Retiree Medical	1,937.73
001-2185000	125 Plans Employee Pay...	2,617.12
001-2201000	Deposits Paybl - CtyHall/...	50.00
118-0524-524.3401	Bldg/Fire Inspection Exp...	7,285.00
118-0524-524.4100	Communications Expense	121.14
118-0524-524.5100	Office Supplies Expenses	73.70
401-0533-533.4100	Communications Expense	880.45
401-0533-533.4400	Rental / Lease Expense	29.17
401-0533-533.4640	Repair / Maint - Equipm...	66.67
401-0533-533.4900	Other Current Chgs & Ob...	2,832.39

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.5205	Operating Supplies Exp -...	1,270.25
401-0533-533.5220	Uniforms Exp	221.85
401-0533-533.5400	Memberships, Publicati...	10,700.58
401-0533-533.5500	Training	575.00
402-0534-534.3400	Other Contract Services -...	10,066.88
402-0534-534.4100	Communications - Solid...	402.88
402-0534-534.4400	Rental/Lease - Solid Was...	29.16
402-0534-534.4620	Repair/Maint Vehicles - ...	1,575.88
402-0534-534.4640	Repair & Maint - Equipm...	2.87
402-0534-534.4900	Other Current Charges - ...	2,786.56
402-0534-534.5200	Operating Supplies	1,022.01
402-0534-534.5220	Uniforms - Solid Waste	35.55
402-0534-534.5264	Small Equipment - Solid...	1,116.56
404-0535-535.3400	Other Contractual Servic...	2,890.31
404-0535-535.4100	Communications	797.54
404-0535-535.4300	Utilities	55.59
404-0535-535.4400	Rentals/Leases	228.11
404-0535-535.4640	Repairs & Maint. - Equi...	2,112.00
404-0535-535.4900	Other Current Charges &...	2,786.55
404-0535-535.5200	Operating Supplies	4,890.52
404-0535-535.5220	Uniforms	72.78
404-0535-535.5400	Memberships, Dues & S...	6,771.30
404-0535-535.5500	Training	287.50
404-0535-535.6300	Improvements Other Th...	16,019.00
	Grand Total:	547,155.28

Project Account Summary

Project Account Key	Expense Amount
None	547,155.28
Grand Total:	547,155.28



City of Bunnell, Florida

ATTACHMENTS:

Description	Type
Proposed Minutes	Minutes
Mayor's State of the City Summary	Exhibit

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING STATE OF THE CITY

Monday, April 22, 2024

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 John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr; Community Development Director Joe Parsons; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; City Engineer Marcus DePasquale; HR Manager Bradley Reed; IT Manger Donnie Wines; Police Chief David Brannon; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Vice Mayor Rogers led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations

B.1. Proclamation: National Day of Prayer

Mayor Robinson Read the Proclamation into record. Vice Mayor Rogers accepted the proclamation. He invited the public to attend the National Day of Prayer on May 2 from 10:00 AM to 12:00 PM at the First Baptist Christian School.

B.2. Proclamation: Municipal Clerks Week

Mayor Robinson Read the Proclamation into record. The Proclamation was presented to City Clerk Bates and Deputy Clerk Gunnells.

B.3. Presentation: State of the City Address

Mayor Robinson gave the 2023 State of the City Address. The overall theme for the address was "Step by Step" and taking steps with intention. The City is growing; there are several projects underway which will help the City grow and adjust to the growth the City anticipates. She discussed the roles and accomplishments of all City departments. City Manager Jackson has been a blessing to the City as his vision and knowledge is moving the City forward. A brief look at all that is planned and happening in 2024 was provided. Mayor Robinson's conclusion is attached.

C. Consent Agenda:

C.1. Approval of Warrant

a. April 22, 2024, Warrant

C.2. Approval of Minutes

a. April 08, 2024, City Commission Meeting Minutes

C.3. Requesting approval of Contract 2024-11 with Halff Associates Inc. for continuing professional planning services.

Motion: Approve the Consent Agenda

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

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

Robin Jones- thanked the City for putting up the flags on East Moody Boulevard in honor of former Mayor Joanne B. King. The family appreciated the thought and sentiment of the action.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2024-06 Designating City Manager as Authorized Signature Representative for SJRWMD Contract #38043 Amendment.

City Attorney Paul Waters read the short title into record.

Motion: Adopt Resolution 2024-06 Designating City Manager as Authorized Signature Representative for SJRWMD Contract #38043 Amendment

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business: None

I. Reports

- **City Clerk** – None
- **Police Chief** – None
- **City Attorney**- None
- **City Manager**- read information from the Florida Department of Transportation about their resurfacing project on East Moody Boulevard/State Highway 100 and possible lane closures. He encouraged the Commission and public to read the monthly City Manager Report.
- **Mayor and City Commissioners–**
 - **Commissioner Gordon** – None
 - **Commissioner Young** – thanked members of the public for attending the State of the City Address, the ladies from Project Warm for the refreshments served, City staff, and Mayor Robinson for doing an excellent job providing the State of the City.
 - **Commissioner Schultz** – agreed will Commissioner Young’s statements. She reported she attended the Family Life Center meetings and stated planning for the Italian festival were still underway.
 - **Vice Mayor Rogers** – praised Mayor Robinson for her delivery of the State of

the City. He spoke about the Commission Advance and the City Manager's visioning for the City. He thanked each department for all they do; all departments work hard for the City. The City has come a long way; it is a great time to be on the Board and witness the projects mentioned or started years ago to be coming together. He thanked the Board for re-electing him Vice Mayor at the last Commission meeting.

- o **Mayor Robinson-** stated she has been on the Board a long time and seen former Boards operate with animosity; however, today's Board has done an excellent job for the citizens and the City of Bunnell. She said customer service is the name of the game and thanked all City staff for being the face of the City, the service they provide all citizens and visitors to the City and their hard work.. She attended the funeral for former Bunnell Mayor Joanne B. King.

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*****

Closing thoughts

Helen Keller said Optimism is the faith that leads to achievement. Nothing can be done without hope and confidence. This is so true of our current administration. The juggling between maintaining our identity as a small caring community vs growth needed for sustainability continues to be on the forefront.

Thinking about my time over the past 29 years on the board and the changes that have occurred is truly overwhelming and amazing. Much thanks goes to our city manager and staff who juggle the day to day workload yet take on projects of this magnitude. Seeds planted years ago have begun to produce fruit for the city of Bunnell. Many thanks to Speaker of the House Renner and Senator Hudson as well as Gov DeSantis for supporting our requests and providing grant funds to help us achieve needed goals. I remember the days that were non-eventful and stag nick vs the growth that we are seeing today.

I would be remiss if I didn't point out the love and care our community showed a family in need recently through the Flagler County Youth Fair. Our local community came together to support a family who's child was seriously hurt through the bidding of the hog he raised. \$50,000 was raised in less than 15 minutes and I was moved to tears. I can't describe to you the joy and gratitude of living in a place that cares so much about their own. Small town USA is alive and well in the heart of our people.

Consult not your fears but your hopes and your dreams. Think not about your frustrations, but about your unfulfilled potential. Concern yourself not with what you tried and failed in, but with what it is still possible for you to do.

Pope John XXIII

Your talent is God's gift to you. What you do with it is your gift back to God.

Leo Buscaglia

As we move forward, we still have work to do. Let us move in the same direction, forging together for the good of those who live, work, and play here. Thank you for your support and encouragement. May God richly bless you and yours.



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 4/22/2024 Amount:
Department: Finance Account #:
Subject: Request for Deletion of items from Fixed Assets
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Deletion of Fixed Assets	Cover Memo

Summary/Highlights:

Request for Deletion of items from Fixed Assets

Background:

This is a request to remove 16 items from Fixed Assets

Five of the items are from the Police Department. The vehicles were used as a trade in for asset 2022 Ford F-150 VIN 1FTFW1P80NKE90137 (Bartow Ford)

One item for the Police Department is no longer in Fixed Assets (clean-up). Dodge Charger VIN 2B3KA43H98H228733-per Fleet Manager

Two items were from Solid Waste:

- Asset 926 - F 150 Ford Pick UP and deemed inoperable.
- Asset 939 VIN 1FTSW21P46EA50829 The transmission failed, with radiator and alternator issues.

Three items are no longer listed in Fixed Assets (clean-up) per Fleet Manager and need to be officially removed from Fixed Assets for clean-up and auditing purposes:

- F-150 Pickup VIN 1FTFW1ETXEKF56085
- F-150 Crew Cab VIN 1FTMF1CM7EKF39988
- F-150 Pickup VIN 1FTEX1CM9BFB71805
- F-150 Pickup VIN 1FTFW1ETXEKF56085
- F-150 Pickup VIN 1FTMF1CM7EKF39988
- F-450 with crane VIN 1FDXF46FX1EA59539
- F-150 Pickup VIN 1FTRF12276NB76646
- Unit 922 F-150 Pickup VIN 1FTRF14W96KD15077

The City does not currently have a contact with an auction house. Auction houses generally take a portion of the proceeds to cover fees, costs and expenses. Auctions are not always in the City's best options for disposal.

Once approved, the best option for disposal for the City will be determined- scrap or selling.

Staff Recommendation:

Approve the 16 deletions of Fixed Assets

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Approve the 16 deletions of Fixed Assets

City Manager Review/Recommendation:

Reviewed for agenda. Approve the deletions.



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 521

Name/Signature _____

Asset ID # 521-50

Asset Dodge Charger

VIN/Serial # 2B3KA43H98H228733 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation NO longer in FA (clean-up)

Finance Use Only

Date Acquired 7/30/2011

Acquisition Cost 22,648.00

Book Value 0

Signature Deb Wmson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



P.O. BOX 756
BUNNELL, FL 32110
(386) 437-7500
Fax (386) 437-7503

Crossroads of Flagler County

ASSET DELETION

Date: 10/23/23 Department: Police

Department Head Name & Signature: David Brannon 

Asset ID#: No in FA

Item: 2011 Ford Crown Victoria

VIN/Serial Number (if applicable): 2FABP7BV4BX106676

Mileage/Hours (if applicable): 103,733

Reason for Deletion: Trade-In to Bartow Ford

How the property will be disposed of:

- Trade-In If so, trade-in on what asset 2022 Ford F-150, VIN # 1FTFW1P80NKE90137
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

Finance Use Only:

Date Acquired: _____ Acquisition Cost: _____ Book Value: _____

Signature: _____ Date: _____

Commission Approval:

Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____

Date: _____ Amount of proceeds (if any): _____



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Crossroads of Flagler County

ASSET DELETION

Date: 10/23/23 Department: Police

Department Head Name & Signature: David Brannon 

Asset ID#: 1111

Item: 2009 Ford Crown Victoria

VIN/Serial Number (if applicable): 2FAHP71V09X117745

Mileage/Hours (if applicable): 85,181

Reason for Deletion: Trade-In to Bartow Ford

How the property will be disposed of:

- Trade-In If so, trade-in on what asset 2022 Ford F-150, VIN # 1FTFW1P80NKE90137 \$500.00
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

Finance Use Only:

Date Acquired: 7/11/2016 Acquisition Cost: 3000.00 Book Value: 0
Signature: David Brannon Date: 4/15/24

Commission Approval:
Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____
Date: _____ Amount of proceeds (if any): _____



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Crossroads of Flagler County

ASSET DELETION

Date: 10/23/23 Department: Police

Department Head Name & Signature: David Brannon 

Asset ID#: 1108

Item: 2008 Ford Crown Victoria

VIN/Serial Number (if applicable): 2FAFP71V88X178797

Mileage/Hours (if applicable): 96,972

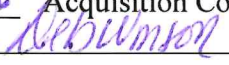
Reason for Deletion: Trade-In to Bartow Ford

How the property will be disposed of:

- Trade-In If so, trade-in on what asset 2022 Ford F-150, VIN # 1FTFW1P80NKE90137
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

\$500.00

Finance Use Only:

Date Acquired: 2/8/2016 Acquisition Cost: 5000.00 Book Value: 0
Signature:  Date: 4/15/24

Commission Approval:
Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____
Date: _____ Amount of proceeds (if any): _____



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BUNNELL, FL 32110
(386) 437-7500
Fax (386) 437-7503

Crossroads of Flagler County

ASSET DELETION

Date: 10/23/23 Department: Police

Department Head Name & Signature: David Brannon 

Asset ID#: 1106

Item: 2015 Chevrolet Tahoe

VIN/Serial Number (if applicable): 1GNLC2ECXFR576578

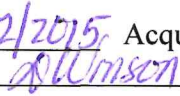
Mileage/Hours (if applicable): Unable to obtain

Reason for Deletion: Trade-In to Bartow Ford

How the property will be disposed of:

- Trade-In If so, trade-in on what asset 2022 Ford F-150, VIN # 1FTFW1P80NKE90137 \$4,000.00
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

Finance Use Only:

Date Acquired: 6/2/2015 Acquisition Cost: 35,633.40 Book Value: 0
Signature:  Date: 4/15/24

Commission Approval:
Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____
Date: _____ Amount of proceeds (if any): _____



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Crossroads of Flagler County

ASSET DELETION

Date: 10/23/23 Department: Police

Department Head Name & Signature: David Brannon 

Asset ID#: 1800

Item: 2008 Dodge Charger

VIN/Serial Number (if applicable): 2B3KA43H78H228732

Mileage/Hours (if applicable): 114,429

Reason for Deletion: Trade-In to Bartow Ford

How the property will be disposed of:

- Trade-In If so, trade-in on what asset 2022 Ford F-150, VIN # 1FTFW1P80NKE90137
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

\$500.00

Finance Use Only:

Date Acquired: _____ Acquisition Cost: _____ Book Value: _____

Signature: _____ Date: _____

Commission Approval:

Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____

Date: _____ Amount of proceeds (if any): _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 533

Name/Signature _____

Asset ID # 533-Equipment-97

Asset F-150 Pickup

VIN/Serial # 1FTEX1CM9BFB71805 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation NO longer in FA (cleanup)

Finance Use Only

Date Acquired 6/8/2011

Acquisition Cost 8272.50

Book Value 0 -

Signature Robtinson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024
Department 533
Name/Signature _____
Asset ID # 533-Equipment-121
Asset Ford F15 Crew Cab
VIN/Serial # 1FTMF1CM7EKF39988 Mileage _____
Reason _____

How the Property will be disposed-Please Explain

Explanation no longer in FA (clean-up)

Finance Use Only

Date Acquired 8/1/2018
Acquisition Cost 10,697.00
Book Value 0
Signature Quimson

Commission Approval

Mayor _____
Date _____

To be completed after disposal

Person disposing _____
Date/Amount of Proceeds _____
Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 533

Name/Signature _____

Asset ID # 533-Equipment-124

Asset F-150 Pickup

VIN/Serial # 1FTFW1ETXEKF56085 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation NO-longw in FA. (clean-up)

Finance Use Only

Date Acquired 1/20/2015

Acquisition Cost 10,697.00

Book Value 0

Signature Alb Umson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



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Crossroads of Flagler County

ASSET DELETION

Date: 12/28/2023 Department: Solid Waste (534)

Department Head Name & Signature: _____

Asset ID#: 939

Item: F250 Pick-Up

VIN/Serial Number (if applicable): 1FTSW21P46EA50829

Mileage/Hours (if applicable): _____

Reason for Deletion: Transmission failed; radiator and alternator issues
cost to repair exceeds the value of the truck; INOPERABLE WITHOUT
EXCESSIVE REPAIRS

How the property will be disposed of:

- Trade-In If so, trade in on what asset _____
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe _____
- Other If so, please describe _____

WILL TRY TO AUCTION AS IS BUT WILL DEPEND ON AUCTION HOUSE FEES;
MAY SCAP IF THAT IS BEST OPTION TO GET BACK ANY FUNDS ON THE VEHICLE

Finance Use Only:

Date Acquired: 10/1/2018 Acquisition Cost: 13566.95 Book Value: Ø
Signature: [Signature] Date: 4/15/24

Commission Approval:

Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____

Date: _____ Amount of proceeds (if any): _____



P.O. BOX 756
BUNNELL, FL 32110
(386) 437-7500
Fax (386) 437-7503

Crossroads of Flagler County

ASSET DELETION

Date: 12/28/2023 Department: Solid Waste (534)

Department Head Name & Signature: _____

Asset ID#: 926

Item: F150 Pick-Up

VIN/Serial Number (if applicable): 1FTRF12206NB81011

Mileage/Hours (if applicable): _____

Reason for Deletion: Transmission failed 1+ years ago; has been in operable for 1+ years; cost to repair exceeds the value of the truck

How the property will be disposed of:

- Trade-In If so, trade in on what asset _____
- Destroy If so, how and by whom _____
- Auction/Sell If so, by whom _____
- Donate If so, to what organization _____
- Scrap If so, please describe scrap vendor who provides best price
- Other If so, please describe _____

Finance Use Only:

Date Acquired: 4/1/2011 Acquisition Cost: 11,025.00 Book Value: 0
Signature: A. Williams Date: 4/15/2024

Commission Approval:

Mayor: _____ Date: _____

To be completed after disposal:

Name & Signature of person disposing of the property: _____

Date: _____ Amount of proceeds (if any): _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 535

Name/Signature _____

Asset ID # 535-Equipment-47

Asset F150 Truck

VIN/Serial # 1FTFW1ETXEKF56085 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation no longer in FA. (Cleanup)

Finance Use Only

Date Acquired 1/20/2015

Acquisition Cost 10,697.00

Book Value 0

Signature Rubinson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 535

Name/Signature _____

Asset ID # 535-Equipment-21

Asset 2001 Ford f450 with Crane

VIN/Serial # 1FDXF46FX1EA59539 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation No longer in FA. (Clear-up)

Finance Use Only

Date Acquired 9/12/2012

Acquisition Cost 10,500.00

Book Value 0

Signature Alumson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 535

Name/Signature _____

Asset ID # 535-Equipment-35

Asset F150 Truck

VIN/Serial # 1FTMF1CM7EKF39988 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation NO longer in FA (clean-up)

Finance Use Only

Date Acquired 9/30/2014

Acquisition Cost 10,697.00

Book Value 0

Signature Allinson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 541

Name/Signature _____

Asset ID # 922

Asset F150 Truck

VIN/Serial # 1FTRF14W96KD15077 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation no longer in FA (cleanup)

Finance Use Only

Date Acquired 1/16/2007

Acquisition Cost 13566.95

Book Value 0

Signature Deb Wmson

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



Fixed Asset Deletion Form

Asset Deletion

Date 4/15/2024

Department 541

Name/Signature _____

Asset ID # 541-63

Asset F150 Truck

VIN/Serial # 1FTRF12276NB76646 Mileage _____

Reason _____

How the Property will be disposed-Please Explain

Explanation NO longer in FA. (clean-up)

Finance Use Only

Date Acquired 9/30/2007

Acquisition Cost 16,867.00

Book Value 0

Signature Deb Winsor

Commission Approval

Mayor _____

Date _____

To be completed after disposal

Person disposing _____

Date/Amount of Proceeds _____

Signature _____



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 4/22/2024 Amount:
Department: Community Development Account #:
Subject: Requesting approval of Contracts for Continuing Professional Planning Services with Alliant Engineering Inc, Matthews DCCM and EXP US Services Inc.
Agenda Section: Consent Agenda:
Goal/Priority: Financial Stability/Sustainability, Quality of Life

ATTACHMENTS:

Description	Type
Contract 2024-14 with Alliant Engineering Inc.	Contract
Contract 2024-15 with Matthews DCCM	Contract
Contract 2024-16 with EXP U.S. Services Inc.	Contract

Summary/Highlights:

This is a request to approve new contracts with Alliant Engineering Inc.; Matthews Design Group LLC dba Matthews DCCM; and EXP U.S. Services Inc. for continuing professional planning services.

Background:

RFQ 2024-01 was released to obtain bid submittals for a new contract to perform professional planning services for the Community Development Department. The City received seven submittals.

On April 8, 2024, at the Regular Meeting of the Bunnell City Commission, the City Commission authorized staff to negotiate a contract with all seven firms, with Alliant Engineering Inc., Matthews DCCM, and EXP U.S. Services Inc. being amongst the firms.

Draft contracts have been prepared based on the fees proposed in the bid submittal. The initial contracts are for a 5-year period and there are 2 options to extend the contracts for an additional 24 months. Any price changes proposed after the contracts have been signed would need to come before the City Commission for acceptance and approval.

Any project delegated to a consultant will be done via a work authorization order and may come back before the Commission for acceptance and approval depending on the total cost of the

scope of work. Having these contracts prepares the City for the projected growth it is expected to receive in the very near future.

Staff Recommendation:

Approval of all three contracts with the firms Alliant Engineering Inc., Matthews DCCM, and EXP U.S. Services Inc.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

CITY OF BUNNEL, FLORIDA
MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES
CONTRACT # 2024-14

THIS MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES, hereinafter referred to as the “Master Agreement”, is made and entered into this ___ day of _____, 2024, by and between the CITY OF BUNNEL, a Florida municipality, hereinafter referred to as the “City”, and Alliant Engineering, Inc., hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, Consultant is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the City wishes to contract with a Consultant to provide the Scope of Services and products/services based on the terms and subject to the conditions contained herein; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below; and

WHEREAS, In 2024, the City advertised a Request for Qualifications, (RFQ # 2024-01), hereinafter referred to as the “RFQ”; and

WHEREAS, at their regularly scheduled meeting on April 8, 2024, the City Commission of the City of Bunnell voted that the Consultant was qualified, experienced and capable to execute the terms of the RFQ; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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 Consultants and subConsultants; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 558.0035, Florida Statutes limits liability for negligence for design professionals if certain criteria are met.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment.

This Master Agreement hereby amends and supplements the terms of any prior written agreement between the parties. In the event of a conflict between the terms of the Master Agreement and terms of any prior agreement, the terms of the Master Agreement shall prevail.

2. Term

The term of this Agreement shall be effective for a five-year period immediately following the date of execution by the City. The City shall reserve the sole right to renew this agreement in writing for two additional twenty-four (24) month periods prior to the expiration of each term.

3. Compliance with the Requirements of the RFQ.

The Consultant shall comply with all requirements of the RFQ and will honor any response thereto, including bids, statement of qualifications, experience and resumes, scopes of work, fee schedules and the term of this Master Agreement.

4. Work Orders and Invoices.

The City shall independently negotiate Work Orders with Consultant to perform specific projects. All Work Orders shall be governed by the terms contained herein and those requirements of the RFQ. The Consultant shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the City in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the City and the Consultant will be resolved in accordance with Section 287.76, Florida Statutes. The Consultant's fee schedule and any general provisions, which are attached hereto and made a part hereof as **Exhibit "A"**, shall be apply throughout the term of this Agreement, unless otherwise modified in writing.

5. Scope of Services.

Upon request by the City, the Consultant shall perform any of the following services as provided in their RFQ submittal:

- a) General Planning Services
- b) Comprehensive Plan Analysis
- c) Land Use and Zoning Analysis
- d) Site Plan Review (including landscaping)
- e) Public Outreach Services
- f) Plat Review
- g) Planned Unit Development Review
- h) Flood Plain Review
- i) GIS Services
- j) Environmental Services

6. Termination.

If the City or Consultant fails to comply with any covenant or obligation imposed by this agreement, the non-breaching Party may furnish written notice to the other Party identifying the breach and applicable provisions of this Agreement that have been violated. If the breaching Party fails to cure the breach within 15 days, the non-breaching Party may then terminate this agreement without further written notice to the other. The City or the Consultant may terminate this Agreement without cause by delivering 30 days written notice to the other. In the event of any termination, the parties shall work together to ensure any outstanding work product and payment thereof shall be delivered to the other Party without delay.

7. Public Records Compliance.

Consultant agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Master Agreement, it shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 - d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF BUNNELL
CITY CLERK
604 E MOODY BLVD., UNIT 6
PO BOX 756
BUNNELL, FLORIDA 32110
(386) 437-8253
EMAIL: KBATES@BUNNELLCITY.US**

8. Public Records Compliance Indemnification.

Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

9. Insurance.

- a) Consultant must maintain such insurance as will fully protect both Consultant and the City from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for professional liability, personal injury, including death, made by anyone whomsoever, to the extent caused by Consultant's negligent professional performance of professional services, that may arise from operations carried on under this Agreement, either by Consultant, any of its subConsultants, or by anyone directly or indirectly engaged or employed by either of them.
- b) The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. The amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Professional Liability. Consultant shall maintain Professional liability or equivalent Errors and Omissions Liability, with limits not less than \$1,000,000.00 per claim / occurrence for professional services rendered under this Agreement. If coverage is written on a claims-made basis: a) any retroactive date shall precede the effective date of this Agreement; b) Consultant shall provide certificates of insurance evidencing the required coverage for a period of one year after final payment under this Agreement is made, or provide evidence showing Consultant has obtained a one-year extended reporting period endorsement.
- c) Consultant 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 and Professional Liability. 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.

The insurance coverages procured by Consultant as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Consultant, and any other insurance, or self-insurance available to Consultant will be considered secondary to, or in excess of, the insurance coverage(s) procured by Consultant as required herein.

10. Compliance/Consistency with Section 768.28, Fla. Stat.

Any indemnification or agreement to defend or hold harmless by City specified in this Master Agreement 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 Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

11. Non-appropriation.

City's performance and obligation to pay under this Master Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Consultant shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of this Master Agreement, and this Master Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of this Master Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period this Master Agreement was funded by appropriations.

12. E-Verify Compliance.

Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Consultant 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, Consultant requires from each of its subConsultants an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Fla. Stat., 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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.

14. Prohibited Contracting.

Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting. Pursuant to Section 287.05701, Fla. Stat., the City shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

15. Disclosure Requirements for "Foreign Countries of Concern".

CONSULTANT shall comply with the disclosure requirements set forth in section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to

any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

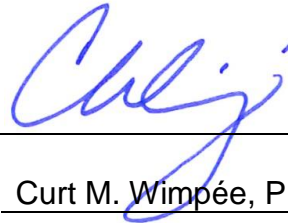
16. Venue and Jurisdiction.

Notwithstanding any of other provision to the contrary, this Master Agreement and the parties’ actions under this Master Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Master Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

17. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, EMPLOYEES OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

CONSULTANT



Print Name: Curt M. Wimpée, PE

Title: Principal | VP Southeast Region

Date: April 12, 2024

REMAINDER OF PAGE INTENTIONALLY BLANK

CITY COMMISSION, City of Bunnell, Florida

Attest:

Kristen Bates, CMC, City Clerk

By: _____
Catherine D. Robinson, Mayor

Date signed by City: _____

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney

**EXHIBIT A
Fee Schedule**

Classification	Billing Rate
Principal	\$255
Associate	\$210
Senior Professional Engineer	\$190
Senior Environmental Compliance Specialist	\$165
Construction Manager	\$155
Senior Construction Inspector	\$145
Professional Engineer	\$140
Environmental Compliance Specialist	\$135
Survey Field Manager	\$130
Senior CADD Technician	\$120
Professional Landscape Architect	\$120
Graduate Engineer	\$120
Survey Office Tech	\$110
Construction Inspector	\$105
Senior Survey Crew Chief	\$105
CADD Technician	\$105
Graduate Landscape Architect	\$100
Survey Crew Chief	\$90
Survey Field Tech	\$70
Two Person Survey Crew	\$170

CITY OF BUNNEL, FLORIDA
MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES
CONTRACT # 2024-15

THIS MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES, hereinafter referred to as the “Master Agreement”, is made and entered into this ___ day of _____, 2024, by and between the CITY OF BUNNEL, a Florida municipality, hereinafter referred to as the “City”, and Matthews Design Group, LLC dba Matthews | DCCM, hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, Consultant is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the City wishes to contract with a Consultant to provide the Scope of Services and products/services based on the terms and subject to the conditions contained herein; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below; and

WHEREAS, In 2024, the City advertised a Request for Qualifications, (RFQ # 2024-01), hereinafter referred to as the “RFQ”; and

WHEREAS, at their regularly scheduled meeting on April 8, 2024, the City Commission of the City of Bunnell voted that the Consultant was qualified, experienced and capable to execute the terms of the RFQ; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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 Consultants and subConsultants; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 558.0035, Florida Statutes limits liability for negligence for design professionals if certain criteria are met.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment.

This Master Agreement hereby amends and supplements the terms of any prior written agreement between the parties. In the event of a conflict between the terms of the Master Agreement and terms of any prior agreement, the terms of the Master Agreement shall prevail.

2. Term

The term of this Agreement shall be effective for a five-year period immediately following the date of execution by the City. The City shall reserve the sole right to renew this agreement in writing for two additional twenty-four (24) month periods prior to the expiration of each term.

3. Compliance with the Requirements of the RFQ.

The Consultant shall comply with all requirements of the RFQ and will honor any response thereto, including bids, statement of qualifications, experience and resumes, scopes of work, fee schedules and the term of this Master Agreement.

4. Work Orders and Invoices.

The City shall independently negotiate Work Orders with Consultant to perform specific projects. All Work Orders shall be governed by the terms contained herein and those requirements of the RFQ. The Consultant shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the City in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the City and the Consultant will be resolved in accordance with Section 287.76, Florida Statutes. The Consultant's fee schedule and any general provisions, which are attached hereto and made a part hereof as **Exhibit "A"**, shall be apply throughout the term of this Agreement, unless otherwise modified in writing.

5. Scope of Services.

Upon request by the City, the Consultant shall perform any of the following services as provided in their RFQ submittal:

- a) General Planning Services
- b) Comprehensive Plan Analysis
- c) Land Use and Zoning Analysis
- d) Site Plan Review (including landscaping)
- e) Public Outreach Services
- f) Plat Review
- g) Planned Unit Development Review
- h) Flood Plain Review
- i) GIS Services
- j) Environmental Services

6. Termination.

If the City or Consultant fails to comply with any covenant or obligation imposed by this agreement, the non-breaching Party may furnish written notice to the other Party identifying the breach and applicable provisions of this Agreement that have been violated. If the breaching Party fails to cure the breach within 15 days, the non-breaching Party may then terminate this agreement without further written notice to the other. The City or the Consultant may terminate this Agreement without cause by delivering 30 days written notice to the other. In the event of any termination, the parties shall work together to ensure any outstanding work product and payment thereof shall be delivered to the other Party without delay.

7. Public Records Compliance.

Consultant agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Master Agreement, it shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF BUNNELL
CITY CLERK
604 E MOODY BLVD., UNIT 6
PO BOX 756
BUNNELL, FLORIDA 32110
(386) 437-8253
EMAIL: KBATES@BUNNELLCITY.US**

8. Public Records Compliance Indemnification.

Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

9. Insurance.

- a) Consultant must maintain such insurance as will fully protect both Consultant and the City from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for professional liability, personal injury, including death, made by anyone whomsoever, to the extent caused by Consultant's negligent professional performance of professional services, that may arise from operations carried on under this Agreement, either by Consultant, any of its subConsultants, or by anyone directly or indirectly engaged or employed by either of them.
- b) The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. The amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Professional Liability. Consultant shall maintain Professional liability or equivalent Errors and Omissions Liability, with limits not less than \$1,000,000.00 per claim / occurrence for professional services rendered under this Agreement. If coverage is written on a claims-made basis: a) any retroactive date shall precede the effective date of this Agreement; b) Consultant shall provide certificates of insurance evidencing the required coverage for a period of one year after final payment under this Agreement is made, or provide evidence showing Consultant has obtained a one-year extended reporting period endorsement.
- c) Consultant 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 and Professional Liability. 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.

The insurance coverages procured by Consultant as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Consultant, and any other insurance, or self-insurance available to Consultant will be considered secondary to, or in excess of, the insurance coverage(s) procured by Consultant as required herein.

10. Compliance/Consistency with Section 768.28, Fla. Stat.

Any indemnification or agreement to defend or hold harmless by City specified in this Master Agreement 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 Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

11. Non-appropriation.

City's performance and obligation to pay under this Master Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Consultant shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of this Master Agreement, and this Master Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of this Master Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period this Master Agreement was funded by appropriations.

12. E-Verify Compliance.

Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Consultant 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, Consultant requires from each of its subConsultants an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Fla. Stat., 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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.

14. Prohibited Contracting.

Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting. Pursuant to Section 287.05701, Fla. Stat., the City shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

15. Disclosure Requirements for "Foreign Countries of Concern".

CONSULTANT shall comply with the disclosure requirements set forth in section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to

any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

16. Venue and Jurisdiction.

Notwithstanding any of other provision to the contrary, this Master Agreement and the parties' actions under this Master Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Master Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

17. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, EMPLOYEES OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

CONSULTANT



Print Name: _____

Title: _____

Date: _____

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CITY COMMISSION, City of Bunnell, Florida

Attest:

Kristen Bates, CMC, City Clerk

By: _____
Catherine D. Robinson, Mayor

Date signed by City: _____

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney

EXHIBIT A Fee Schedule

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$365.00
VP	\$275.00 - \$300.00
Division Lead	\$260.00 - \$285.00
Program Manager	\$240.00 - \$265.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$270.00
Senior Planner	\$210.00 - \$230.00
Senior Landscape Architect	\$220.00 - \$260.00
Senior Construction Inspector	\$195.00 - \$210.00
PROFESSIONAL	
Professional Engineer	\$230.00 - \$240.00
Project Engineer	\$160.00 - \$190.00
Planner	\$160.00 - \$190.00
Landscape Architect	\$170.00 - \$190.00
Construction Inspector	\$170.00 - \$180.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$180.00 - \$200.00
Senior Landscape Designer	\$180.00 - \$200.00
CAD Designer and Engineering Tech	\$130.00 - \$170.00
SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Graphic Designer	\$100.00 - \$140.00
Senior Graphic Designer	\$140.00 - \$180.00
Project Administrator and Project Coordinator	\$95.00 - \$120.00
ARCHITECTURE	
Project Manager, Architect	\$200.00 - \$255.00
Project Architect	\$170.00 - \$190.00
Project Coordinator, Architect	\$140.00 - \$170.00
Intern Architect	\$115.00 - \$140.00
CA, Architect	\$220.00 - \$240.00
Specifications Writer	\$220.00 - \$240.00
SURVEYING	
Project Director, Survey	\$215.00 - \$245.00
Senior Surveyor	\$170.00 - \$200.00
Senior GIS Enterprise Administrator	\$170.00 - \$200.00
Project Surveyor	\$155.00 - \$185.00
Project GIS Developer, Survey	\$155.00 - \$185.00
Staff Surveyor	\$135.00 - \$165.00
Staff GIS Analyst	\$135.00 - \$165.00
Four Man Field Crew	\$215.00 - \$245.00
Three Man Field Crew	\$195.00 - \$215.00
Two Man Field Crew	\$170.00 - \$200.00
One Man Field Crew	\$150.00 - \$180.00
One Man Crew (GPS/RTK)	\$200.00 - \$230.00
Two Man Crew (GPS/RTK)	\$215.00 - \$245.00
CADD Technician, Survey	\$115.00 - \$145.00
GIS Technician	\$115.00 - \$145.00
Field Technician, Survey	\$95.00 - \$125.00

CITY OF BUNNEL, FLORIDA
MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES
CONTRACT # 2024-16

THIS MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES, hereinafter referred to as the “Master Agreement”, is made and entered into this 10 day of April, 2024, by and between the CITY OF BUNNELL, a Florida municipality, hereinafter referred to as the “City”, and EXP U.S. Services, Inc., hereinafter referred to as “Consultant”.

WITNESSETH:

WHEREAS, Consultant is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the City wishes to contract with a Consultant to provide the Scope of Services and products/services based on the terms and subject to the conditions contained herein; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below; and

WHEREAS, In 2024, the City advertised a Request for Qualifications, (RFQ # 2024-01), hereinafter referred to as the “RFQ”; and

WHEREAS, at their regularly scheduled meeting on April 8, 2024, the City Commission of the City of Bunnell voted that the Consultant was qualified, experienced and capable to execute the terms of the RFQ; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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 Consultants and subConsultants; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 558.0035, Florida Statutes limits liability for negligence for design professionals if certain criteria are met.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment.

This Master Agreement hereby amends and supplements the terms of any prior written agreement between the parties. In the event of a conflict between the terms of the Master Agreement and terms of any prior agreement, the terms of the Master Agreement shall prevail.

2. Term

The term of this Agreement shall be effective for a five-year period immediately following the date of execution by the City. The City shall reserve the sole right to renew this agreement in writing for two additional twenty-four (24) month periods prior to the expiration of each term.

3. Compliance with the Requirements of the RFQ.

The Consultant shall comply with all requirements of the RFQ and will honor any response thereto, including bids, statement of qualifications, experience and resumes, scopes of work, fee schedules and the term of this Master Agreement.

4. Work Orders and Invoices.

The City shall independently negotiate Work Orders with Consultant to perform specific projects. All Work Orders shall be governed by the terms contained herein and those requirements of the RFQ. The Consultant shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the City in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the City and the Consultant will be resolved in accordance with Section 287.76, Florida Statutes. The Consultant's fee schedule and any general provisions, which are attached hereto and made a part hereof as **Exhibit "A"**, shall be apply throughout the term of this Agreement, unless otherwise modified in writing.

5. Scope of Services.

Upon request by the City, the Consultant shall perform any of the following services as provided in their RFQ submittal:

- a) General Planning Services
- b) Comprehensive Plan Analysis
- c) Land Use and Zoning Analysis
- d) Site Plan Review (including landscaping)
- e) Public Outreach Services
- f) Plat Review
- g) Planned Unit Development Review
- h) Flood Plain Review
- i) GIS Services
- j) Environmental Services

6. Termination.

If the City or Consultant fails to comply with any covenant or obligation imposed by this agreement, the non-breaching Party may furnish written notice to the other Party identifying the breach and applicable provisions of this Agreement that have been violated. If the breaching Party fails to cure the breach within 15 days, the non-breaching Party may then terminate this agreement without further written notice to the other. The City or the Consultant may terminate this Agreement without cause by delivering 30 days written notice to the other. In the event of any termination, the parties shall work together to ensure any outstanding work product and payment thereof shall be delivered to the other Party without delay.

7. Public Records Compliance.

Consultant agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Master Agreement, it shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
 - d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF BUNNELL
CITY CLERK
604 E MOODY BLVD., UNIT 6
PO BOX 756
BUNNELL, FLORIDA 32110
(386) 437-8253
EMAIL: KBATES@BUNNELLCITY.US**

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Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

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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.

The insurance coverages procured by Consultant as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Consultant, and any other insurance, or self-insurance available to Consultant will be considered secondary to, or in excess of, the insurance coverage(s) procured by Consultant as required herein.

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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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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.

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any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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

CONSULTANT

EXP U.S. SERVICES, INC



Print Name: Patrick Russell, PE

Title: Municipal Project Manager

Date: April 10, 2024

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CITY COMMISSION, City of Bunnell, Florida

Attest:

Kristen Bates, CMC, City Clerk

By: _____
Catherine D. Robinson, Mayor

Date signed by City: _____

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney

EXHIBIT A Fee Schedule

Schedule of Billing Rates
Architectural and Engineering Services
EXP U.S. Services, Inc.
Expires May 1, 2026
Hourly Rate per Classification

Classification

Project Manager (PM)	\$ 358.70
Professional Engineer II (PE2)	\$ 257.73
Professional Engineer I (PE1)	\$ 219.51
Engineer (E)	\$ 189.54
Engineering Technician II (ET2)	\$ 136.75
Engineering Technician I (ET1)	\$ 102.94
Planner (PL)	\$ 153.32
GIS Specialist II (GIS2)	\$ 128.93
GIS Specialist I (GIS1)	\$ 124.18
Administrative (Admin)	\$ 113.37

Reimbursable Expenses:

Special consultant costs, auto usage, travel, outside duplication/blue prints/photo/film, out-of-pocket monies, and other reasonably identifiable costs. Unless specifically stated otherwise in the Project Agreement, reimbursable expense items are in addition to fees stated for services.



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 4/24/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-09 Requesting to amend the Future Land Use Map in the 2035 Comprehensive Plan for 2,787+/- acres of land within the City of Bunnell, owned by JM Properties X LLC and Wayerhaeuser Company. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2024-09 Reserve at Haw Creek large-scale FLUM Amendment	Ordinance
Ordinance Exhibit "B" - Parcel Data with Land Use Designations	Exhibit
Ordinance Exhibit "C" - Parcel Boundary Legal Description	Exhibit
Applicant's justification of Comprehensive Goals, Objectives, and Policies	Exhibit
City Data and Analysis	Report
Business Impact Estimate (Ord. 2024-09)	Report

Summary/Highlights:

This is a request to amend the Future Land Use Map in the Future Land Use Element of the 2035 Comprehensive Plan for 2,787+/- acres of land located west of US Hwy 1 and between State Hwy 100 W and State Road 11.

A companion PUD rezoning item will be presented at a later date that will entail the development's zoning criteria and certain development standards pertinent to this Planned Community.

In accordance with Florida Statutes, this item was advertised in the May 2, 2024 edition of the Daytona Beach News Journal. The Business Impact Statement was published on the City website on April 29, 2024.

Background:

The applicant, Northeast Florida Developers, LLC, has applied for a Large-scale Future Land Use Map amendment for 2,787+/- acres on behalf of the owners, JM Properties X LLC and Wayerhaeuser Company. This large-scale amendment is for the mixed-use development known as

the Reserve at Haw Creek.

The developers have been in the talks with the City since late 2022. In May 2023, the development team met with City staff to formerly introduce scope and entirety of the proposed development. Since then, staff and the development team have been in constant communication as they prepared to make a formal submittal, which they did in October 2023. After staff reviewed the submitted material, comments were sent to the applicant, and they have since resubmitted and satisfied the comments that were given.

The Reserve at Haw Creek is proposed to be an integrated master planned mixed-use community including residential, commercial, light industrial, emergency support services, parks and recreation, and conservation. The community will include housing types ranging from affordable to market rate housing, consisting of attached and detached single-family residences to townhomes, garden homes and condominiums. A village center is proposed in the eastern portion of the subject development that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services, and amenities. The development will be adjacent to and expand the current urban core of the City, thus reducing the effects of urban sprawl as regulated by the City's 2035 Comprehensive Plan.

The existing Future Land Use designations are a mixture of Agriculture and Silviculture (AG&S) and Conservation-1 (CON-1). The proposed Future Land Use designations for the community are Rural Estates (RE), Single Family-Low Density (SF-L), Single Family-Medium Density (SF-M), Multifamily (MF), Commercial-Medium (COM-M), Industrial (IND), and Public (PUB). The subject parcels made part of the Reserve at Haw Creek were included in a City initiative to rezone areas that were annexed into the City in 2007 and currently have a redundant Flagler County zoning. The subject parcels have since been removed to allow the applicant's application to move forward. The proposed designations will allow for an estimated combined density of 5,833 DU/acre spread across the Reserve at Haw Creek community as detailed in their application submittal.

The intent of this large-scale map amendment meets the goals, objectives, and policies of the City's 2035 Comprehensive Plan. The accompanying PUD rezoning for this development is nearing final review and will come before both the Planning, Zoning and Appeals Board and the City Commission while the land use amendment is transmitted to the state land planning agency as outlined in Section 163.3184(3), Florida Statutes. Once the reviewing agencies return any comments for the Future Land Use Map amendment, both the PUD rezoning and Land Use amendment will be brought back for Second Hearing.

On April 11, 2024, the Planning, Zoning and Appeals Board recommended approval for the large-scale Future Land Use map amendment to the City Commission.

If approved, a proposed adoption Future Land Use Map Amendment will be sent to the State for review and comments. Second Reading will not occur until the State responds to the proposed adoption package.

Staff Recommendation:

Approve Ordinance 2024-09 Requesting to amend the Future Land Use Map in the 2035 Comprehensive Plan for 2,787+/- acres of land within the City of Bunnell, owned by JM Properties

X LLC and Wayerhaeuser Company. - First Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for agenda. Approval recommended

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR THE LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 2,787± ACRES, OWNED BY JM PROPERTIES X LLC AND WEYERHAEUSER COMPANY, WITHIN THE CITY OF BUNNELL AS SHOWN IN EXHIBIT “B”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATIONS FOR THE PROPERTIES DESCRIBED HEREIN; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real properties which are the subject of this Ordinance are described in Exhibit “B”, located in the City of Bunnell; and

WHEREAS, the owners of the real properties shown in Exhibit “B”, JM Properties X LLC and Weyerhaeuser Company, have authorized the applicant, Northeast Florida Developers LLC, to apply for an amendment to the Future Land Use Map in the Future Land Use Element of the 2035 Comprehensive Plan; and

WHEREAS, this large-scale Future Land Use Map amendment is to allow for an integrated master planned mixed-use community known as “Reserve at Haw creek”; and

WHEREAS, this large-scale Future Land Use Map amendment adheres to the City of Bunnell’s 2035 Comprehensive Plan Goals, Objectives, and Policies for future planning and development; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on April 11, 2024 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject properties as requested by the applicant; and

WHEREAS, Section 163.3184, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to large-scale amendments, and which are related to proposed large-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3184, *Florida Statutes*.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City of staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2035 Comprehensive Plan* pertaining to the subject properties and the recitals (whereas clauses).

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

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2035 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2035 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the various Future Land Use designations to the real properties shown in Exhibit "B" which are the subject of this Ordinance as set forth herein.

(b) The parcel boundary legal description of the "Reserve at Haw creek" mixed-use community is shown in Exhibit "C".

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, it shall not be held or impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land use Map of the City.

Section 8. Effective Date.

The large-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3184(4)(c)4., *Florida Statutes*, until 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this large-scale amendment shall not become effective until the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance.

First Reading: approved on this _____ day of _____, 2024.

Second Reading/Final Reading: adopted on this _____ day of _____ 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal: _____
Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Future Land Use Map

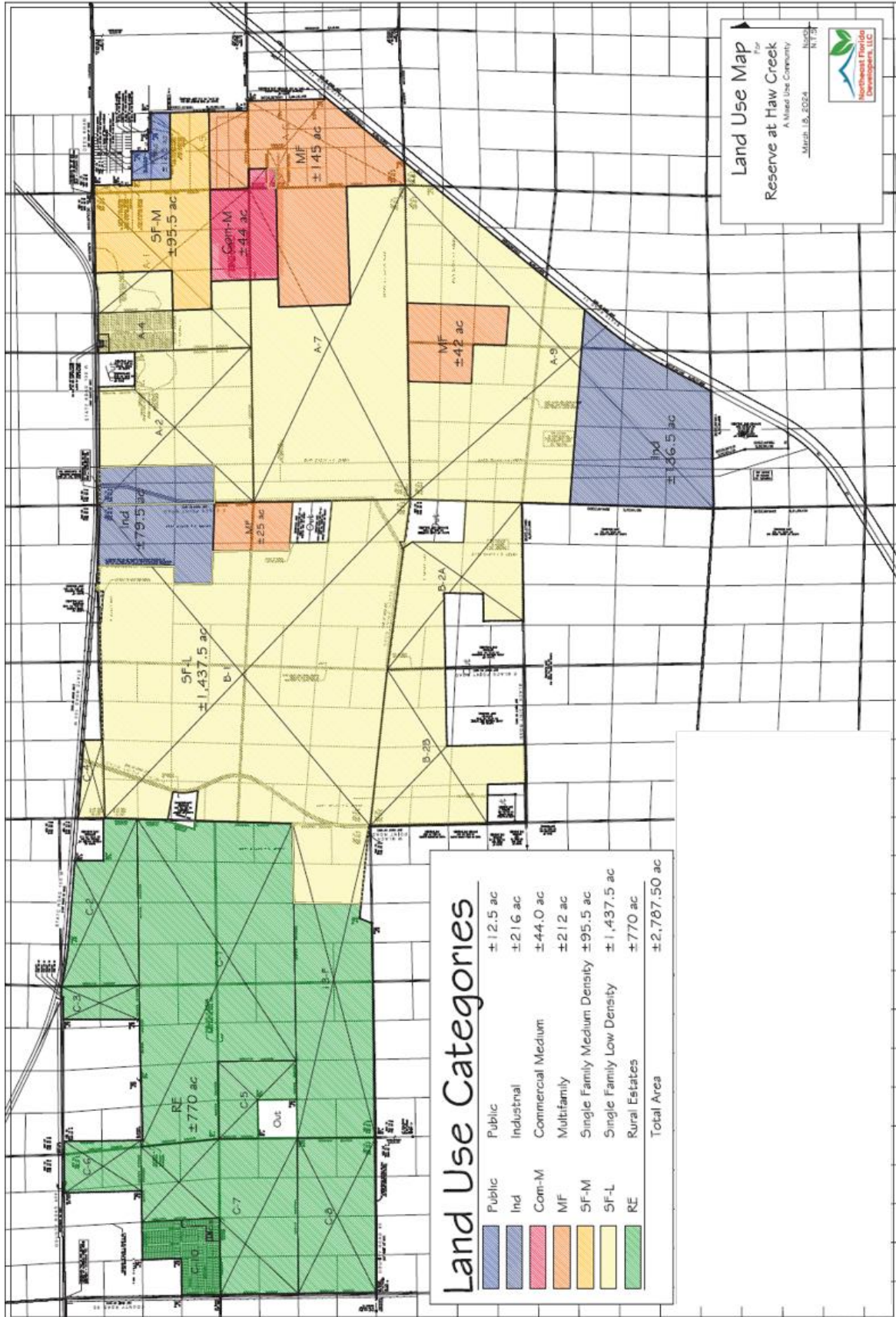


Exhibit "B" - Parcel Data with Future Land Use Designations

Survey Reference	Parcel Number	Acreage by GIS		Acreage by Survey		Existing Land Use	Existing Zoning	Proposed Land Use									
A1	16-12-30-0650-000A0-0010	136.99	ac	141.09	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L) / Single Family Medium Density (SF-M) / Commercial - Medium (COM-M)	47.18	ac	SF-L	70.54	ac	SF-M	23.37	ac	COM-M
A2	16-12-30-0650-000B0-0010	143.36	ac	144.93	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L) / Industrial (IND)	116.27	ac	SF-L	28.66	ac	IND			
A3	16-12-30-0750-00010-0010	1.09	ac	1.09	ac	Agriculture & Silviculture	AG&S	Single Family Low Density (SF-L)	1.09	ac	SF-L						
A4	16-12-30-0750-00020-0000	17.60	ac	18.29	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L)	18.29	ac	SF-L						
A5	15-12-30-0850-000B0-0040	56.89	ac	57.17	ac	Single Family Low Density	R-1	Single Family Medium Density (SF-M) / Multifamily (MF) / Public (PUBLIC)	24.84	ac	SF-M	19.87	ac	MF	12.46	ac	PUBLIC
A6	15-12-30-0650-000C0-0042	71.15	ac	68.66	ac	None Assigned by City of Bunnell	R-1	Multifamily (MF) / Commercial-Medium (COM-M)	65.18	ac	MF	3.48	ac	COM-M			
A7	16-12-30-0650-000B0-0000	311.88	ac	321.75	ac	Agriculture & Silviculture	AG&S	Single Family Low Density (SF-L) / Multifamily (MF) / Commercial-Medium (COM-M)	250.11	ac	SF-L	55.16	ac	MF	16.48	ac	COM-M
Weyerhaeuser	15-12-30-0650-000C0-0070	4.60	ac	4.98	ac	None Assigned by City of Bunnell	R-1	Multifamily (MF) / Commercial-Medium (COM-M)	3.99	ac	MF	0.99	ac	COM-M			
A8	22-12-30-0650-000B0-0011	3.03	ac	2.18	ac	Agriculture & Silviculture	Agriculture & Silviculture	Single Family Low Density (SF-L)	2.18	ac	SF-L						
A9	21-12-30-0000-01010-0010	425.04	ac	431.74	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L) / Multifamily (MF) / Industrial (IND)	253.02	ac	SF-L	42.26	ac	MF	136.5	ac	IND
B1	17-12-30-0650-000D0-0000	590.80	ac	587.38	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L) / Multifamily (MF) / Industrial (IND)	511.89	ac	SF-L	24.71	ac	MF	50.78	ac	IND
B2B	20-12-30-0650-000B0-0010	97.70	ac	99.76	ac	Agriculture & Silviculture	Agriculture & Silviculture	Single Family Low Density (SF-L)	99.76	ac	SF-L						
B2A	20-12-30-0650-000A0-0030	94.07	ac	88.89	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Single Family Low Density (SF-L)	88.89	ac	SF-L						
C1	18-12-30-5550-00050-0110	278.93	ac	285.07	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Rural Estates (RE)	285.07	ac	RE						
C2	18-12-30-5550-00010-0000	63.26	ac	65.86	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Rural Estates (RE)	65.86	ac	RE						
C3	18-12-30-5550-00030-0010	19.75	ac	16.84	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	16.84	ac	RE						
C4	08-12-30-5550-00130-0000	9.15	ac	11.72	ac	Agriculture & Silviculture	AG&S	Single Family Low Density (SF-L)	11.72	ac	SF-L						
C5	18-12-30-5550-00120-0010	29.84	ac	29.79	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	29.79	ac	RE						
C6	13-12-29-5550-00010-0010	26.34	ac	25.72	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	25.72	ac	RE						
C7	13-12-29-5550-00080-0000	119.98	ac	118.98	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	118.98	ac	RE						
C8	13-12-29-5550-00150-0000	79.17	ac	79.41	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	79.41	ac	RE						
C9	13-12-29-1250-00100-0010	2.85	ac	2.83	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	2.83	ac	RE						
C10	13-12-29-1250-00010-0000	26.97	ac	25.83	ac	Agriculture & Silviculture	AG&S	Rural Estates (RE)	25.83	ac	RE						
C11	13-12-29-1250-00100-0380	0.13	ac	0.13	ac	Agriculture (F)	AG (F)	Rural Estates (RE)	0.13	ac	RE						
C12	13-12-29-1250-00100-0360	0.15	ac	0.15	ac	Agriculture (F)	AG (F)	Rural Estates (RE)	0.15	ac	RE						
13F	18-12-30-5550-00130-0000	154.32	ac	155.79	ac	Agriculture & Silviculture; Conservation 1	AG&S / AC(F)	Rural Estates (RE) / Single Family Low Density (SF-L)	118.69	ac	RE	37.1	ac	SF-L			
Requires Annexation				2786.03	ac	Per Survey (Acreage Used for Land Use)			2263.71			282.8			239.6		2786
		2765.04	ac	Per GIS					Land Use Summary								
									Public	12.46							
									Industrial	215.9							
									Com-M	44.32							
									MF	211.17							
									SF-M	95.38							
									SF-L	1437.5							
									RE	769.3							
									Total	2786.03							

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

A PARCEL OF LAND ENCOMPASSING PORTIONS OF BUNNELL GARDENS (MAP BOOK 2, PAGE 6), CRESCENT SHORES (MAP BOOK 2, PG 17), BUNNELL DEVELOPMENT COMPANYS LAND (MAP BOOK 1, PAGE 1), AND ST JOHNS DEVELOPMENT COMPANYS (MAP BOOK 1, PAGE 7) LYING IN SECTIONS 8, 15, 16, 17, 18, 20, 21, 22, AND 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 30 EAST AND SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST, THENCE $S01^{\circ}43'06''E$ ALONG THE WEST LINE OF SECTION 15 A DISTANCE OF 25.01' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(50' R/W) ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE $N89^{\circ}53'29''E$ ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD A DISTANCE OF 132.21' TO THE WESTERLY LINE OF LANDS RECORDED IN OR 1348, PG 712; THENCE DEPARTING DEEN ROAD RIGHT-OF-WAY $S01^{\circ}39'01''E$ ALONG THE WESTERLY LINE OF THOSE LANDS RECORDED IN OR 1348, PG 712, AND OR 2521, PG 552 A DISTANCE OF 434.34' TO THE NORTHERLY LINE OF LANDS RECORDED IN OR 2643, PG 751 ; THENCE $N89^{\circ}52'35''W$ ALONG SAID LANDS A DISTANCE OF 17.83'; THENCE $S01^{\circ}38'50''E$ A DISTANCE OF 200.36'; THENCE $N89^{\circ}42'16''E$ DISTANCE OF 574.18' TO THE WESTERLY LINE OF THOSE LANDS RECORDED IN OR 2380, PG 1412; THENCE $S01^{\circ}34'38''E$ ALONG THE WESTERLY LINE OF THOSE LANDS RECORDED IN OR 2380, PG 1412 AND OR 2643, PG 754 A DISTANCE OF 285.74'; THENCE DEPARTING SAID WESTERLY LINE $N89^{\circ}42'16''E$ A DISTANCE OF 306.03'; THENCE $S01^{\circ}30'16''E$ A DISTANCE OF 42.66' TO THE NORTH LINE OF TRACT 7, BLOCK B, SECTION 15, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE $N89^{\circ}36'43''E$ ALONG SAID NORTH LINE A DISTANCE OF 330.97' TO THE EAST LINE OF SAID TRACT 7; THENCE $S01^{\circ}25'57''E$ ALONG THE EAST LINE OF TRACTS 7, 10, 11, 14, AND 15 A DISTANCE OF 1639.22' TO THE NORTH LINE OF BLOCK C OF SAID SECTION 15; THENCE $N89^{\circ}08'44''E$ ALONG SAID NORTH LINE OF BLOCK C, A DISTANCE OF 164.44' TO THE EAST LINE OF THE WEST HALF (1/2) OF TRACT 4, BLOCK C; THENCE $S01^{\circ}21'46''E$ ALONG THE EAST LINE OF THE WEST HALVES OF TRACTS 4 AND 12, BLOCK C A DISTANCE OF 1302.31' TO THE NORTH LINE OF TRACT 19, BLOCK C; THENCE $N88^{\circ}24'21''E$ ALONG SAID NORTH LINE OF TRACT 19, A DISTANCE OF 44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD HIGHWAY 11 (200' R/W); THENCE $S39^{\circ}21'05''W$ ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE CONTINUE $S39^{\circ}21'05''W$ ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 647.22' TO AN INTERSECTION WITH THE EAST LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 11, $S39^{\circ}21'05''W$ A DISTANCE OF 3753.88' TO A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF $11^{\circ}11'00''$, A RADIUS OF 5807.06, AN ARC LENGTH OF 1133.46', A CHORD BEARING OF $S33^{\circ}45'35''W$, AND A CHORD DISTANCE OF 1131.66'; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE $S28^{\circ}10'05''W$ A DISTANCE OF 951.54' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND;

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 11, S88°42'07"W ALONG SAID NORTH LINE OF SECTION 28 A DISTANCE OF 1153.01'; THENCE DEPARTING THE NORTH LINE OF SECTION 28, S17°03'30"E A DISTANCE OF 573.61'; THENCE S01°02'20"E A DISTANCE OF 728.84'; THENCE N88°42'09"E A DISTANCE OF 267.08' TO A POINT OF AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 11, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY; HAVING A DELTA OF 25°30'53" A RADIUS OF 2787.16, AN ARC LENGTH OF 1241.17, A CHORD BEARING OF S45°23'39"W, AND A CHORD DISTANCE OF 1230.94'; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S58°09'05"W A DISTANCE OF 424.26'; THENCE DEPARTING WESTERLY RIGHT-OF-WAY LINE, N01°02'12"W A DISTANCE OF 2340.88' TO THE NORTHWEST CORNER OF SECTION 28, ALSO BEING THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 21, N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF BLOCK A, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE DEPARTING THE WESTERLY LINE OF SECTION 21, S89°13'30"W ALONG THE SOUTHERLY LINE OF SAID BLOCK A, SECTION 20, A DISTANCE OF 1994.32'; THENCE DEPARTING SAID SOUTHERLY LINE OF BLOCK A, N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54' TO THE EAST LINE OF BLOCK B, OF SAID SECTION 20, AND TO THE APPARENT CENTERLINE OF EAST BLACK POINT ROAD; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79'; THENCE S01°06'12"E A DISTANCE OF 1322.07' TO THE SOUTHERLY LINE OF SAID BLOCK B, AND TO THE APPARENT INTERSECTION OF EAST BLACK POINT ROAD; THENCE S89°13'30"W ALONG THE SOUTHERLY LINE OF BLOCK B, A DISTANCE OF 1318.07' TO THE WEST QUARTER SECTION CORNER OF SECTION 20 ALSO BEING THE EAST QUARTER SECTION CORNER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE N01°12'21"W ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 191.69'; THENCE S89°01'18"E A DISTANCE OF 482.19'; THENCE N01°15'35"W A DISTANCE OF 467.36'; THENCE N89°01'18"W A DISTANCE OF 481.75' TO THE WEST LINE OF SECTION 20; THENCE N01°12'21"W A DISTANCE OF 1977.10' TO THE NORTHWEST CORNER OF SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE N01°40'51"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 19.90'; THENCE DEPARTING SAID EAST LINE N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTH LINE OF SECTION 18; THENCE S88°59'14"W ALONG THE SAID SOUTH LINE OF SECTION 18 A DISTANCE OF 986.38'; THENCE CONTINUE S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHWEST CORNER OF SECTION 18, ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE S89°46'37"W A DISTANCE OF 2645.38' TO THE SOUTH QUARTER SECTION CORNER OF SAID SECTION 13; THENCE N00°48'58"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2634.39' TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, ALSO BEING THE SOUTHWEST CORNER OF CRESCENT SHORES SUBDIVISION; THENCE N00°50'16"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 13, ALSO BEING THE WEST LINE OF CRESCENT SHORES, A DISTANCE OF 654.90'; THENCE DEPARTING THE WEST LINE OF SECTION 13, N89°22'31"E ALONG THE NORTH LINE OF CRESCENT SHORES, A DISTANCE OF 650.87' TO THE WEST LINE OF CRESCENT SHORES; THENCE N02°04'51"W ALONG SAID WEST LINE OF CRESCENT SHORES A DISTANCE OF 656.30' TO THE NORTH LINE OF CRESCENT SHORES; THENCE N89°17'01"E A

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.16' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 302(95' R/W); THENCE N89°32'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 647.15' TO AN INTERSECTION WITH THE WEST LINE OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 302, N89°36'23"E A DISTANCE OF 222.10' TO THE NORTHWEST CORNER OF LANDS RECORDED IN OR 2772, PG 104; THENCE S00°45'47"E ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OR 2772, PG 104 AND OR 2781, PG 1914, A DISTANCE OF 1297.06' TO AN INTERSECTION WITH THE NORTH LINE OF TRACT 1, BLOCK 5, SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE CONTINUING ALONG THE WEST LINE OF THE LAND RECORDED IN OR 2781, PG 1914, S00°45'47"E A DISTANCE OF 32.34'; THENCE N88°12'04"E ALONG THE SOUTHERLY LINE OF THOSE LANDS RECORDED IN OR 2781, PG 1914 AND OR 458, PG 1529, A DISTANCE OF 1010.82' TO THE SOUTHEAST CORNER OF SAID LAND RECORDED IN OR 458, PG 1529; THENCE N00°45'26"W ALONG THE EAST LINE OF LANDS RECORDED IN OR 458, PG 1529 A DISTANCE OF 12.66' TO THE NORTH LINE OF TRACT 3, BLOCK 5, SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANYS; THENCE N89°19'01"E ALONG THE NORTH LINE OF TRACTS 3, OF BLOCK 5, AND TRACT 1 OF BLOCK 6, OF SECTION 18 ALSO BEING THE SOUTHERLY LINES OF THOSE LANDS RECORDED IN OR 1574, PG 144 AND OR 1920, PG 1591, A DISTANCE OF 1025.66' TO THE SOUTHEAST CORNER OF OR 1920, PG 1591; THENCE N00°16'30"E ALONG THE EAST LINE OF THE LAND RECORDED IN OR 1920, PG 1591, A DISTANCE OF 1286.92' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 302; THENCE N89°36'23"E ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 302, A DISTANCE OF 372.75'; THENCE N21°21'23"E A DISTANCE OF 31.98' TO THE NORTH LINE OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTH LINE OF SECTION 18, A DISTANCE OF 158.57' TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 100(100' R/W), SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 100, CURVE TO THE LEFT, HAVING A DELTA OF 08°35'47", AN ARC LENGTH OF 867.16', A RADIUS OF 5779.65', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35'; THENCE CONTINUE ALONG SOUTHERLY RIGHT-OF-WAY LINE OF 100, S85°39'29"E A DISTANCE OF 1284.36' TO AN INTERSECTION WITH THE WEST LINE OF THOSE LANDS OCCUPIED BY POLONIA SOCIETY OF KORONA FL, INC., RECORDED IN OR 1757, PG 110; THENCE S00°09'40"W ALONG THE WEST LINE OF SAID POLONIA SOCIETY LANDS A DISTANCE OF 479.76' TO THE SOUTHWEST CORNER OF THE POLONIA SOCIETY; THENCE S89°45'41"E ALONG THE SOUTHERLY LINE OF THE POLONIA SOCIETY LAND A DISTANCE OF 720.47' TO THE EAST LINE OF THE POLONIA SOCIETY, ALSO BEING THE EAST LINE OF SECTION 18, ALSO BEING THE WEST LINE OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE N00°41'17"W ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 428.58' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 100; THENCE S85°39'29"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 100 A DISTANCE OF 1326.32' TO THE EAST LINE OF TRACT 3, BLOCK 13, SECTION 8; THENCE DEPARTING SOUTHERLY RIGHT-OF-WAY LINE OF 100, S00°27'15"E ALONG SAID EAST LINE OF TRACT 3, A DISTANCE OF 300.03' TO THE NORTH LINE OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE N87°43'25"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, A DISTANCE OF 1320.49' TO A 4X4 CONCRETE MONUMENT MARKING THE NORHT QUARTER SECTION CORNER OF SECTION 17; THENCE N89°27'01"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

OF SECTION 17, A DISTANCE OF 662.91' TO AN INTERSECTION WITH THE WEST LINE OF THOSE LANDS RECORDED IN OR 486, PG 1649, DEED BOOK 55, PG 453, AND OR 496, PG 1651; THENCE S00°53'47"E ALONG THE WEST LINE OF OR 486, PG 1649 A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF THOSE LANDS RECORDED IN OR 486, PG 1649; THENCE S85°39'50"E ALONG THE SOUTHERLY LINE OF LAND DESCRIBED IN OR 55, PG 453, A DISTANCE OF 525.32' TO THE EASTERLY LINE OF OF THE WEST 523.12 FEET OF TRACT 3, BLOCK 15, AS MEASURED ALONG THE SOUTH LINE OF SECTION 8; THENCE N00°55'58"W ALONG SAID EASTERLY LINE, A DISTANCE OF 135.45' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 100; THENCE S85°39'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF 100 A DISTANCE OF 137.38' TO AN INTERSECTION WITH THE WEST LINE OF TRACT 1, BLOCK 16, SECTION 8; THENCE S00°49'08"E ALONG SAID WEST LINE, A DISTANCE OF 34.14' TO THE NORTH LINE OF SECTION 17; THENCE N89°27'01"E ALONG SAID NORTH LINE, A DISTANCE OF 398.73' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 100; THENCE S85°39'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 100, A DISTANCE OF 86.78' TO A CURVE CONCAVE NORTHERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 04°54'50", A RADIUS OF 11509.19, AN ARC LENGTH OF 987.07', A CHORD BEARING OF S88°06'54"E, AND A CHORD DISTANCE OF 986.77'; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 100, N89°25'41"E A DISTANCE OF 1778.54' TO AN INTERSECTION WITH THE WEST LINE OF TRACT 2, BLOCK B, SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND; THENCE S01°45'35"E ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 609.42' TO THE SOUTHWEST CORNER OF TRACT 2; THENCE N89°18'38"E A DISTANCE OF 724.82' TO THE SOUTHEAST CORNER OF LANDS OCCUPIED BY DUANE TAYLOR RECORDED IN OR 2650, PG 1753; THENCE N01°43'51"W ALONG THE EAST LINE OF THOSE LANDS OCCUPIED BY DUANE TAYLOR OR 2650, PG 1753, AND JOSEPH WRIGHT OR 2695, PG 1433, A DISTANCE OF 607.92' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 100; THENCE N89°25'41"E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 19.40' TO AN INTERSECTION WITH THE WEST LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS, MAP BOOK 2, PG 6; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE S01°58'41"E ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 79.38' TO THE SOUTHWEST CORNER OF LOT 8; THENCE N88°57'01"E A DISTANCE OF 102.38' TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 1, BUNNELL GARDENS; THENCE N01°58'01"W ALONG THE EAST LINE OF LOT 5, A DISTANCE OF 78.53' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 100; THENCE N89°25'41"E ALONG SAID SOUTHERLY RIGHT-OF-WAY OF 100, A DISTANCE OF 649.02' TO A CURVE IN SAID RIGHT-OF-WAY, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 12°21'55", A RADIUS OF 1482.68', AN ARC LENGTH OF 319.98', A CHORD BEARING OF N83°14'43"E, AND A CHORD DISTANCE OF 319.36' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(50' R/W); THENCE N88°56'32"E ALONG SAID SOUTHERLY RIGHT-OF-WAY OF DEEN ROAD, A DISTANCE OF 1526.48' TO THE POINT OF BEGINNING AND TO CLOSE.

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

LESS AND EXCEPT THE FOLLOWING PARCELS:

THE NORTH 330 FEET OF TRACT 1, BLOCK D, SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL ID: 17-12-30-0650-000D0-0010

AND ALSO LESS AND EXCEPT

TRACT 1, BLOCK D, SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 1, FLAGLER COUNTY, FLORIDA, LESS THE NORTH 330 FEET THEREOF.

COMMONLY KNOWN AS: 680 E BLACK POINT RD., BUNNELL, FL 32110

PARCEL ID: 17-12-30-0650-000D0-0011

AND ALSO LESS AND EXCEPT

OFFICIAL RECORDS BOOK 91, PG 683:

PARCEL OF LAND IN SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 17, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 8; THENCE NORTH 00°41'08" WEST ALONG THE WEST LINE OF SAID SECTION 8 A DISTANCE OF 502.43 FEET TO THE CENTERLINE OF STATE ROAD 100; THENCE SOUTH 85°39'51" EAST ALONG SAID CENTERLINE 1007.31 FEET TO THE CENTERLINE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 18°36'01" WEST ALONG SAID CENTERLINE 1590.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 733.60 FEET AND A DELTA ANGLE OF 6°12'49", THENCE ALONG THE ARC OF SAID CURVE 79.56 FEET TO A POINT THEREIN; THENCE NORTH 79°18'59" WEST 25.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 79°18'59" WEST 508.86 FEET; THENCE SOUTH 16°14'28" WEST 471.08 FEET; THENCE SOUTH 84°28'35" EAST 634.66 FEET TO A POINT IN AFORESAID WESTERLY RIGHT-OF-WAY LINE, BEING A POINT ON A CURVE CONCAVE TO THE EASTERLY, SAID CURVE HAVING A RADIUS OF 758.60 FEET AND A DELTA ANGLE OF 32°35'00", THENCE ALONG THE ARC OF SAID CURVE RUN NORTHWESTERLY A DISTANCE OF 431.41 FEET TO THE POINT OF BEGINNING.

CONTAINNING 5.44 ACRES.

PARCEL ID: 17-12-30-0650-000B0-0000

Exhibit "C" - The Reserve at Haw Creek Parcel Boundary Legal Description

AND ALSO LESS AND EXCEPT

TRACTS 1 AND 2, BLOCK A, IN SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, IN THE BUNNELL DEVELOPMENT COMPANY'S ALLOTMENT, ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 1, AT PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL ID: 20-12-30-0650-000A0-0010

AND ALSO LESS AND EXCEPT

A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A "MOODY" 6x6 CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 20, BEAR N82°18'39"W ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 725.72 FEET TO THE NORTHWEST CORNER OF TRACT 2, BLOCK A, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S00°48'22"W ALONG SAID WEST LINE OF TRACT 2, BLOCK A, A DISTANCE OF 131.57 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT 2, N34°53'40"W A DISTANCE OF 177.40 FEET TO THE SAID NORTH LINE OF SECTION 20, ALSO BEING THE SOUTH LINE OF SAID SECTION 17; THENCE CONTINUE N34°53'40"W A DISTANCE OF 28.55 FEET TO A CURVE, CONCAVE NORTHWESTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BLACK POINT ROAD(CR 5 EAST, A 50' MAINTAINED R/W); THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 23°47'29", A RADIUS OF 225.00', AN ARC LENGTH OF 93.43', A CHORD BEARING OF N72°44'31"E, AND A CHORD DISTANCE OF 92.76' TO A POINT OF TANGENCY IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BLACK POINT ROAD; THENCE N60°50'46"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.84' TO THE WESTERLY LINE OF TRACT 11, BLOCK D, OF SAID SECTION 17; THENCE S00°27'45"E ALONG SAID WESTERLY LINE A DISTANCE OF 81.86' TO THE SOUTHWEST CORNER OF SAID TRACT 11, BLOCK D, ALSO BEING THE POINT OF BEGINNING, AND TO CLOSE.

PARCEL CONTAINING 0.2791 ACRES MORE OR LESS.

AND ALSO LESS AND EXCEPT

ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, THE N 1/2 OF TRACT 3, BLOCK 12 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL ID: 18-12-30-5550-00120-0031

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AND ALSO LESS AND EXCEPT

THE SOUTH 1/2 OF TRACT 3, BLOCK 12, ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL ID: 18-12-30-5550-00120-0030

AND ALSO LESS AND EXCEPT

LOTS 40 AND 41, BLOCK 10, CRESCENT SHORES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL ID: 13-12-29-1250-00100-0400

AND ALSO LESS AND EXCEPT ALL LANDS LYING IN ROAD RIGHTS-OF-WAYS: INCLUDING THOSE LANDS LYING IN STATE ROAD HIGHWAY 100; STATE ROAD HIGHWAY 11; COUNTY ROAD 302; COUNTY ROAD 65; COUNTY ROAD 80; ALL ROADS PLATTED IN PLAT BOOK 2, PAGE 17, CRESCENT SHORES; ALL ROADS PLATTED IN PLAT BOOK 2, PAGE 6, BUNNELL GARDENS; AND ALL OF BLACK POINT ROAD(COUNTY ROAD 5).

SUBJECT TO THE FOLLOWING PARCELS:

300' FPL EASEMENT "F-19" DESCRIBED IN OFFICIAL RECORDS BOOK 224, PAGE 741 AND OFFICIAL RECORDS BOOK 226, PAGE 130, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND ALSO SUBJECT TO THOSE LANDS LYING IN ROAD RIGHT-OF-WAYS AND EASEMENTS AS PLATTED AND DESCRIBED IN BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 1, AND ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND ALSO SUBJECT TO THE WOODS ROAD BEING USED FOR INGRESS, EGRESS, AND UTILITIES PURPOSES FOR THOSE PARCELS OF LAND LYING IN TRACT 3, BLOCK 12, SECTION 18, ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, FLAGLER COUNTY, FLORIDA.

OVERALL PARCEL CONTAINING 2,881.6192 ACRES MORE OR LESS.

Reserve at Haw Creek

Proposed Expedited State Review Comprehensive Plan Amendment

**Goals, Objectives, and Policies with Justification
March 2024**

**2035 Comprehensive Plan,
City of Bunnell, Florida**

Prepared by:
Northeast Florida Developers, LLC

Prepared for:
JM Properties X, LLC

INTENT

This Large-Scale Land Use Amendment (LS LUA) is being submitted by Northeast Florida Developers, LLC (the “Applicant”) on behalf of the current property owners JM Properties X, LLC and Weyerhaeuser Company. The subject parcels consist of approximately 2,787+/- acres and are referred to as the “Reserve at Haw Creek”. Reserve at Haw Creek is incorporated land within the City of Bunnell, Florida located at the greater southwestern quadrant of Highway 100/State Road 20/Deen Road and West Moody Boulevard/State Road 11. It is bifurcated in the east/west direction by Haw Creek that flows north to south and proceeds towards County Road 65, its approximate western boundary.

The subject parcels current Future Land Use categories include Agriculture & Silviculture (AG&S), Single Family – Low Density (SF-LD), and Conservation-1 (Con-1) and zoning districts of Agriculture (AG), Single Family – Residential (SF-LD) and Agriculture Conservation (AC). The Applicant proposes an amendment to the City of Bunnell’s Future Land Use Map to make a change from the Agriculture & Silviculture Future Land Use categories to the following mix of land use categories: Rural Estates (RE), Single Family-Low Density (SF-LD), Single Family-Medium Density (SF-M), Multifamily (MF), Commercial – Medium (COM-M), Industrial (IND) and Public (Public). The proposed amendment intends to allow for an integrated master planned mixed-use community including residential, commercial, light industrial, support services, parks and recreation and conservation. The community will include housing types ranging from affordable to market rate housing, consisting of attached and detached single family housing to townhomes, garden homes and condominiums. A village center is proposed in the eastern portion of the subject property that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services and amenities. The community will integrate with the natural environment and provide open space, parks, recreation and trails throughout. The entire community will include appropriate infrastructure to support the development of Reserve at Haw Creek.

The City of Bunnell, FL proactively incorporated many adjacent lands to guide their contiguous future growth, of which Reserve at Haw Creek lies within previously incorporated boundaries. Currently, the character of the surrounding area is predominantly agriculture, silviculture, rural residential, and conservation. Reserve at Haw Creek is currently surrounded by the following future land use categories as noted by both the City of Bunnell and Flagler County’s 2035 Comprehensive Plans:

North:	Low Intensity/Rural Estate Residential, Agriculture & Silviculture, Conservation
South:	Agriculture & Silviculture, Conservation

- East: The existing developed community of Bunnell, which includes Single Family – Low Density, Commercial – Medium, Single Family – Medium Density, Public, Multi-Family, Recreation, Industrial and the Employment Center Overlay.
- West: Low Intensity/Rural Estate Residential, Agriculture & Silviculture, Conservation

The location of Reserve at Haw Creek is quite intentional, being located at the core of the City of Bunnell, adjacent to (within approximately 750 LF) the City’s wastewater treatment facility, commercial district and the Employment Center Overlay. The community is fronted by Highway 100 on the northern boundary and State Road 11 on the eastern/southern boundary. The proposed land use amendment is a natural transition of densities and intensities of a mixture of uses that emanate from the core of the City of Bunnell westward along Highway 100 and southwesterly along SR 11.

The proposed amendment follows best practices of land planning, environmental planning and transportation planning, comprehensively integrating conservation and allocating lands for major established infrastructure, providing a balance of mixed uses, a natural extension of the City of Bunnell. This in turn discourages sprawl, reduces impacts on roadways, and provides existing and entitled surrounding areas with the services that are needed. The location of the subject property meets or exceeds the Comprehensive Plans Goals, Objectives and Policies for future growth and conservation.

PROPOSED DEVELOPMENT PROGRAM / FUTURE LAND USE CATEGORIES:

Utilizing successful development principles from the past, much like historic Bunnell, Reserve at Haw Creek is being created to offer a balance of community and private life in an affordable, attractive, and sustainable setting, integrating with nature. Plan elements provide for a diversity of housing types and affordability price points including single family residences, townhomes, apartments, condominiums, and live/work units. The community integrates a vibrant commercial and public realm in the Village Center and the entire community is balanced with active and passive parks and natural preserves. The Village Center will be oriented towards an active main street offering a variety of commercial and office services as well as an opportunity for housing above the first floor. A network of picturesque streets, an interconnected walkway/trail system and parks/open space will link the uses throughout the development.

Reserve at Haw Creek is designed with the intent for the residents to be able to access all services as a pedestrian. Reserve at Haw Creek is developed through the use of smart growth ideals, congress for new urbanism principles, neo-traditional neighborhood design, integrated land uses, pedestrian oriented streetscapes and the Florida Department of Transportation’s Traditional Neighborhood Development

Handbook. This project is unique and may differ from other projects developed within the City of Bunnell and Flagler County. The master development plan will comply with the City's Comprehensive Plan and Land Development Regulations which will govern all phases and modifications at the time of their submittal for review prior to permitting.

The land uses and resultant maximum densities proposed by Northeast Florida Developers, LLC to create a dynamic mixed-use community are as follows:

- Rural Estates (RE) - 1 DU/Acre: 770 Acres = 770 DU's
- Single Family Low Density (SF-L) - 4 DU/Acre: 1437.5 Acres = 5,750 DU's
- Single Family Medium Density (SF-M) – 8 DU/Acre: 95.5 Acres = 764 DU's
- Multifamily (MF) – 20 DU/Acre: 212 Acres = 4,240 DU's
- Commercial-Medium (COM-M) – 0.4 FAR & 20 DU/Acre as MU: 44 Acres = 880 DU's
- Industrial (IND) – 0.5 FAR: 216 Acres
- Public (Public) – 0.6 FAR: 12.5 Acres

Total Area: 2,787.50 acres +/-

COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES

A theme throughout the City of Bunnell's 2035 Comprehensive Plan is the "encouragement to be innovative in strategies to promote infill and compact development of the traditional downtown and establishing energy efficient land use patterns while allowing for a sustainable rural lifestyle." The Reserve at Haw Creek is located on the western edge of the core of the City of Bunnell, having all of the access and proximity for connection to infrastructure in place. One of the ideal ways that growth should occur is for it to emanate from the radial center outward. The proposed amendment does just that; it creates a continuum transitionally from higher densities and intensities to more clustered development integrated with the natural features of the land

The following summarizes how the Reserve at Haw Creek supports, is in-line with or is not in conflict with the 2035 City of Bunnell's Comprehensive Plan's Goals, Objectives, and Policies.

The justifications are in bold, italicized font.

Future Land Use Element

Goal 1 - Ensure that the character, density, intensity, and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment that enhances the quality of life for all residents of the City of Bunnell.

Overall Goal

Ensure that the character, density, intensity, and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment that enhances the quality of life for all residents of the City of Bunnell.

The location of the Reserve at Haw Creek is adjacent to and a natural extension of the City of Bunnell's core; adjacent to the City's water treatment facility, providing an orderly expansion / extension of public services; bound by and connecting to two major arterial roadways, Highway 100 on the north and State Road 11 on the east/south; adjacent to a major collector, County Road 65, to the west.

The City of Bunnell's existing core has a diverse mixture of uses which are intended with employment centers and development overlays intentionally programmed for growth, density, and a variety of intensities, which are the basis for design of the comparably integrated uses within the Reserve at Haw Creek's town center. The residences within Reserve at Haw Creek

emanate outwardly from the town center, creating a walkable community, with lot sizes becoming larger the farther away from the central core, generally. The westernmost portion of the property, bifurcated by Haw Creek, will provide for larger lots and a clustered rural development approach, providing a transition to surrounding agriculture and existing acreages. Overall development is based on topographic slopes and conveyance patterns, integrating with the existing nature of the property. Wetlands meander throughout the subject property, creating natural buffers and delineations for clustered development. With the kind of natural order that is imposed, the mixture of development uses will live well amongst each other having separations that serve for transitions of compatibility, natural buffers, preservation, impacts, and density management.

FLU Goal 1 Natural Resources

Preserve and protect the City's natural resources by establishing a pattern of development that is harmonious with the City's natural environment.

The Reserve at Haw Creek has a multitude of wetlands marbling through the greater 2,787 +/- acres. The concept is to cluster development in the appropriate uplands which in turn provides for a thoughtful layout of the proposed mixture of uses, product type, densities, and intensities in order to preserve the natural habitat where appropriate and necessary. The preservation of natural habitat, both uplands and wetlands, is organized to maintain natural flows of runoff and provide a continuous greenway / wildlife corridor system that may also function in part as passive recreation and trails. Development will follow existing watersheds to maintain natural drainage patterns.

FLU Objective 1.1

The City shall coordinate future land uses with the appropriate topography and soil conditions to conserve, appropriately use and protect the land and resources.

FLU Policy 1.1.1

The City shall use the latest version of the Flood Insurance Rate Maps promulgated by FEMA to determine the location of the 100-year floodplain and flood prone areas in the City. The City shall provide specifications for regulating development and land use activities within these areas within the Land Development Code (LDC). These specifications will include:

- Development within the FEMA 100-year flood hazard zone is to be constructed so that the lowest floor elevation is at least one foot above the base flood elevation as established by the FEMA Flood Insurance Rate Maps;
- Proposed development shall be clustered and located on the non-floodplain portions of the site, or if proposed within the 100-year floodplain, all structures shall be required to be elevated per appropriate building regulation; and,
- Any development within a flood prone area will maintain the natural topography and hydrology of the development site.

The Reserve at Haw Creek has a multitude of wetlands marbling through the greater 2,787+/- acres. The concept is to cluster development in the appropriate uplands which in turn provides for a thoughtful layout of the proposed mixture of uses, product type, densities, and intensities in order to preserve the natural habitat where appropriate and necessary. Development will adhere to the FEMA 100-year floodplain requirements; address the building regulations with regard to base flood elevations in relationship to first floor placements; maintain existing water conveyance patterns and preserve and protect the natural habitat.

FLU Policy 1.1.5

It is the intent of the City of Bunnell to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;
- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements;
- creation of greenway corridors; and
- minimum open space requirements for the rural preservation program.

The Reserve at Haw Creek masterplan will be quite inclusive of natural wetland features, trails, parks and programmed open space that will be active and passive. The master plan will integrate these different types of open space throughout and also ensure rights-of-ways not only function for vehicular and pedestrian circulation but do so integrating greenspace and landscaping. A minimum of open space will be designated per community to ensure a balanced distribution and interconnectivity, of which, a minimum percentage of open space will be designated as parks, for active and passive community use. Landscape requirements will be defined and conducive to

Florida Friendly planting principles. Overall, the community is being planned protecting and programming around the various watersheds and wetland conveyance systems for a community close with nature, but also providing corridors that intersect nature and connect the built environment with the natural.

FLU Policy 1.1.6

In an effort to protect and enhance wetlands, surface waters, listed species, large range mammal habitat, natural hydrologic connections, and large expanses of native vegetation the concept of a greenway corridor shall be encouraged throughout the City. Greenway corridors shall be a part of an incentive-based method for protecting natural resources and shall be implemented by goals, objectives and policies within the Future Land Use and Conservation Elements and the future land use map series.

Due to the nature of existing wetlands and water flow, the planning for Reserve at Haw Creek proposes to connect systems through a combination of wetland and uplands to create natural “greenway” or “wildlife” corridors through the property. Through extensive studies and on-site reconnaissance, there are no listed species on property, but these corridors provide to retain mammal habitat and movements, retain existing hydraulic movements, create natural open space and passive recreation opportunities and provide for natural buffers between neighborhoods and uses. Stormwater design will discharge into these corridors, replicating the natural state of upland to wetland water flow, with all hydraulic flow ultimately leading to Haw Creek, the natural waterway bifurcating the development. Natural buffers adjacent to wetlands will provide protection from contaminates produced from the built environment. Reserve at Haw Creek will comply with City, State and Federal regulations applicable for use of and protection of natural features.

FLU Policy 1.1.6.1

Through the future land use plan the City shall create options and incentives, such as, but not limited to, the rural preservation program and development transfers to maintain open space and potential greenway corridors, and to maximize preservation of wetlands, floodplains, associated uplands, and areas referred to in FLU Policy 1.1.6, and the Conservation Element.

As mentioned in FLU Policy 1.1.6, the intent of the master plan for the Reserve at Haw Creek recognizes the natural habitat, wetlands, discharge areas and clustered uplands will interconnect, creating corridors in such a way that the rural character, natural habitat, activated areas and the built environment will transition with as little disruption as possible. Additionally, approximately

770 acres of the westernmost portion of the project will be developed with the Rural Estates agricultural land use, utilizing clustered provisions to maximize protection of existing natural resources.

FLU Policy 1.1.7

Any development, including development within a flood prone area, will maintain the natural topography and hydrology of the development site and provide for drainage and stormwater management identified in the Infrastructure Element, open space requirements as addressed in the Recreation and Open Space Element, and safe and convenient on-site traffic flow, considering the needed vehicular parking as addressed in the Traffic Circulation Element.

- Open space requirements will meet the LOS adopted in the Recreation and Open Space Element;
- On-site traffic will, at a minimum, require that adjacent commercial, medium, and high density (or combinations thereof) properties provide interconnections to reduce requirements for road trips; and,
- Parking requirements shall be specified in terms of the number of parking space units outlined in the land development code (LDC).

The approach to being sensitive to the low-lying areas, wetlands, and natural habitat will be displayed in the clustered designs for the preserved, passive, and programmed space throughout the master planned community, utilizing existing topography and hydrological flows. The various Open Space Element and Traffic Circulation Element goals, objectives and policies will be addressed by programming the clustered development areas with consideration to their access points and travel patterns between the inner connected neighborhoods. Land use patterns and densities are proposed to allow a combination of densities that minimize vehicle trips and maximize walkability. Internal road networks will integrate open space requirements and connect internal uses efficiently to minimize off-site traffic impacts. Parking requirements will be outlined, with incentives for clustered developments and shared parking to reduce impervious impacts.

FLU Policy 1.1.8

The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system, and increasing interconnection between adjacent developments.

Access and interconnectivity with the arterial roadways that bind the subject property will be addressed through the FDOT permitting process and will be designed in such a way that well serves those utilizing the outer edges and the inner communities of the Reserve at Haw Creek.

FLU Policy 1.1.9

Development regulations shall require street, pedestrian and grid layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

Within the community, collector and local roads will be implemented that interconnect neighborhoods, yet in a manner that discourages non-residential through traffic. Pedestrian and vehicular traffic alike will connect neighborhood and community services for multiple modes and means for moving between uses. Land uses and densities are proposed to maximize walkability to the town center core.

FLU Policy 1.1.10

All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

The Applicant will provide a master plan for traffic circulation; a mitigation plan for any potential traffic impacts; and provide all corresponding parking facilities related to the mixture of uses proposed through a Planned Unit Development (PUD) and Development Agreement.

FLU Policy 1.1.11

The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage levels of service, natural drainage patterns and soil conditions.

The masterplan is developed conceptually based on existing hydraulic flows and topography. As each phase/parcel transitions into engineering, the developer will ensure all new development and its corresponding drainage plans and stormwater systems, as they relate to their respective mixture of uses proposed through a Planned Unit Development (PUD), comply with local City of Bunnell Stormwater Management Requirements, which are required to follow state requirements, currently through St. Johns River Water Management District (SJRWMD), Department of

Environmental Protection (DEP) and when necessary, the US Army Corps of Engineers (USACE)

FLU Policy 1.1.12

The developer/owner of any site shall be responsible for the on-site management of runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions.

The developer will be responsible for containing, retaining, and treating all runoff collected and produced on-site per the requirements of the City of Bunnell Stormwater Management, which are required to follow state requirements, currently through St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP) and when necessary, the US Army Corps of Engineers (USACE)

FLU Policy 1.1.13

The developer/owner shall be required to determine whether captured or retained runoff could be recycled and reused within the permitted development.

The development will maximize the use of re-use for each phase of development as encouraged and allowed by the City of Bunnell Stormwater Management, which are required to follow state requirements, currently through St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP) and when necessary, the US Army Corps of Engineers (USACE)

FLU Policy 1.1.14

The land development code (LDC) shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

Through master planning each phase, the developer will integrate wellhead protection in compliance with the City of Bunnell's wellhead protection criteria, which are required to follow state requirements, currently through the Department of Environmental Protection (DEP).

FLU Objective 1.2

The City of Bunnell shall ensure the protection of natural resources through implementing the following policies, and the protection program outlined in the Conservation Element.

FLU Policy 1.2.1

The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;
- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts;
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources;
- Support continued agricultural activities by preserving viable soils and effective land masses;
- Minimize land use conflicts;
- Provide recreational and habitat corridors through protected linked open space networks; such as, the potential creation of greenway corridors;
- Achieve flexibility, efficiency, and cost reduction in the provision of services and infrastructure; and
- Reduce natural hazard risks to life and property.

The mixed-use nature of the proposed land uses promotes a clustering of uses around the town center core on the east end as well as with the rural estates agricultural transition on the westerly end of the community. Clustering allows for the development of the “wildlife” or “greenway” corridor, natural protected systems that also provide opportunity for recreational uses. Within these clusters, development regulations will be established within a Planned Unit Development (PUD) that establishes limitations on building coverages, impervious coverages and setbacks. Through a combination of transitional land use patterns, development regulations within the PUD and natural buffers created by the greenway corridors, land use conflicts will be minimized. Through these same patterns, the masterplan is designed transitionally to integrate with the agricultural community surrounding the development westerly.

FLU Policy 1.2.2

The City’s determination of the degree of natural resource protection required shall be part of the development application and review process based on the programs outlined in the Comprehensive Plan and adopted in the land development code (LDC) and may result in conditions on development approvals.

The developer will provide a master plan for all new development and address the approach to the protection of natural resources and open space.

FLU Objective 2.1

The City shall coordinate future land uses with the availability of facilities and services.

The developer will work in tandem with the City of Bunnell to expand and connect with appropriate infrastructure and facilities as required by the City of Bunnell.

FLU Policy 2.1.1

As part of the City's concurrency management system, facilities and services shall meet the established level of service standards, and shall be available concurrent with the impacts of development, or development orders and permits shall be specifically conditioned on the availability of the facilities and services necessary to serve the proposed development, and that facilities that provide utility service to the various land uses are authorized at the same time as the land uses are authorized.

The developer will engage the City through a master development agreement that addresses the City's level of service standards and the impacts of the proposed development. The development agreement will outline responsibilities between developer and City in providing appropriate services in relation to the proposed phase of development with established "triggers" in place. As stated in FLU Policy 2.1.4, "...The City shall ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent."

FLU Policy 2.1.1.1

The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities, such as streets, utilities, police and fire protection service, emergency medical service, and public schools.

The developer will engage the City through a master development agreement that addresses the City's level of service standards, the impacts of the proposed development, and the timing for providing said service. The development agreement will outline responsibilities between developer and City in providing appropriate services in relation to the proposed phase of development with established "triggers" in place.

FLU Policy 2.1.1.2

Public facilities and utilities shall be located to:

- Maximize the efficiency of services provided;

- Minimize their cost; and
- Minimize their impacts on the natural environment.

The developer will plan for and design efficient and cost effective community facilities, minimizing environmental impacts, necessary for the proposed development in coordination with and per the City of Bunnell's and the Department of Environmental Protection's requirements.

FLU Policy 2.1.2

INFRA Policy 4.3.7

As part of the City's concurrency management system review process a written evaluation regarding the availability of potable water and sanitary sewer to serve the proposed development shall be submitted; including information about current demand, capacity approved for projects not yet built, the amount of water needed for the growth projections for that year, the amount of water withdrawals allowed and remaining through the consumptive use permit, the capacity of available facilities, and any scheduled capital improvements projects.

In response to the various Elements' Goals, Objectives, and Policies within the 2035 Comprehensive Plan related to potable water and wastewater, the developer has prepared and submitted an assessment entitled "Reserve at Haw Creek Limited Utility Due Diligence, August 2023" (See in Appendix) that articulates the current state of the City of Bunnell's potable water, wastewater treatment, and maintenance yard facilities. The following is a closing summary of the findings:

HAW CREEK PROJECTED FUTURE FLOWS AND LAND NEEDS

Based on the density study provided by the client and the estimated flows per use according to Table I of 64-E6 FAC, the estimated flow at buildout is approximately 1.44 mgd average daily with a peak hourly flow of 2,500 gpm. The tabular of this estimation can be found at the conclusion of this report. As stated earlier, the City of Bunnell systems do not have reserve capacity available beyond the current permitted flows. The City has no ability to supply the pressure for potable water supply to this location from the City's only water supply facility. The existing wastewater treatment facility planned expansion will take the remaining acreage available at that location. This results is a need for new regional potable water and new regional wastewater treatment facilities in the Haw development.

Potable Water Supply

Approximately five (5) acres would be required for a regional potable water supply facility. It would be anticipated to be phased for expansion as Haw Creek develops but centrally located within the same parcel to consolidate the treatment and supply system to one property.

Wastewater Treatment Facility

Approximately 12 acres would be required for a regional, advanced treatment facility. It also would be anticipated to be phased for expansion in step with the development, but also master planned within the same parcel to consolidate the treatment facility to one property, separate from the potable water property by a distance of at least 500 feet.

Maintenance Yard

The City expressed a need for a maintenance yard in order to gain acreage for future expansion of the City's wastewater facility. The City's current yard is approximately 4.6 acres and is very tight according to the City. Considering the population growth that Haw would add to the City's growth, it is anticipated that this yard would be approximately 10 acres.

FLU Policy 2.1.3

As part of the City's evaluation of Future Land Use Map amendments, a written evaluation regarding the availability of potable water and sanitary sewer to serve the proposed map amendment shall be submitted; including information about current demand, capacity approved for projects not yet built, the amount of water needed for the growth projections for that year, the amount of water withdrawals allowed and remaining through the consumptive use permit, the capacity of available facilities, and any scheduled capital improvements projects.

In response to the various Elements' Goals, Objectives, and Policies within the 2035 Comprehensive Plan related to potable water and wastewater, the developer has prepared and submitted an assessment entitled "Reserve at Haw Creek Limited Utility Due Diligence, August 2023" (See in Appendix) that articulates the current state of the City of Bunnell's potable water, wastewater treatment, and maintenance yard facilities.

FLU Policy 2.1.4

The City shall issue no development orders or development permits without first consulting with other cooperative utility providers to determine whether adequate potable water and sanitary sewer supplies

to serve the development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent. The City shall ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

In response to the various Elements' Goals, Objectives, and Policies within the 2035 Comprehensive Plan related to potable water and wastewater, the developer has prepared and submitted an assessment entitled "Reserve at Haw Creek Limited Utility Due Diligence, August 2023" (See in Appendix) that articulates the current state of the City of Bunnell's potable water, wastewater treatment, and maintenance yard facilities. The implementation of said services will be required, per phase, prior to issuance of certificate of occupancies.

FLU Policy 2.1.5

The City shall require new development to provide necessary facilities and services or to pay a fair share of the cost of those facilities and services through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

The developer will engage the City through a master development agreement that addresses the City's level of service standards, the impacts of the proposed development, and the timing for providing said service. The development agreement will outline responsibilities between developer and City in providing appropriate services in relation to the proposed phase of development with established "triggers" in place. All services will be in compliance with City and state regulations.

FLU Policy 2.1.7

The City shall continue to require developers to provide for the extension of sanitary sewer, potable water, and storm drainage systems to serve their development.

The developer will engage the City through a master development agreement that addresses the City's level of service standards, the impacts of the proposed development, and the timing for providing said service. The development agreement will outline responsibilities between developer and City in providing appropriate services in relation to the proposed phase of development with established "triggers" in place. All services will be in compliance with City and state regulations.

FLU Policy 2.1.7.1

CON Policy 1.4.5.4

INFRA Policy 4.4.7

The City shall require developers to provide reclaim system installation with the provision or extension of sanitary sewer, potable water, and storm drainage systems to serve their development.

The developer will engage the City through a master development agreement that addresses the City's level of service standards, the impacts of the proposed development, and the timing for providing said reclaimed system service. The development agreement will outline responsibilities between developer and City in providing appropriate services in relation to the proposed phase of development with established "triggers" in place. All services will be in compliance with City and state regulations.

FLU Policy 2.1.8

The City shall require existing development to connect, within two years, to central water and central sewer systems after such services become available.

Reserve at Haw Creek will be a new community; however, provisions will be provided to ensure adjacent existing land uses outside the Reserve at Haw Creek community complying with the adjacency for connection policy is met in the design and implementation of said systems.

FLU Policy 2.1.9

To assure the full availability of services, the City shall issue its development orders in accordance with the adopted concurrency management plan.

The developer will engage the City through a master development agreement that utilizes the adopted concurrency management plans as the baseline for discussions/provisions for each respective service.

FLU Objective 2.2

Through the concurrency management process and the land use plan the use of existing facilities shall be maximized and urban sprawl shall be discouraged.

The development extends westerly from the existing facilities, for which the existing facilities will become centrally located between existing City of Bunnell and the westerly new growth of the Reserve at Haw Creek. The addition of proposed adjacent land to the existing facilities and expansion of existing services is a textbook example of discouraging sprawl.

FLU Policy 2.2.1

The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments within the existing urban area.

The location of the Reserve at Haw Creek is adjacent to the City of Bunnell's core; adjacent to the City's water treatment facility; bound by two major arterial roadways, Highway 100 on the north, State Road 11 on the east/south, and a major collector, County Road 65 to the west. The City's existing core has a diverse mixture of uses typical of a traditional downtown core, which include, but are not limited to, commercial, office, light industrial, residential, public services, open space, parks and recreation. Reserve at Haw Creek's program includes a contiguous extension of the traditional downtown core through a mixed-use town center, as well as providing a variety of housing types and style to meet a variety of living needs and price points. The Reserve at Haw Creek is a master planned community, intentionally programmed for growth, density, and a variety of intensities. There are wetlands that meander throughout the subject property, creating natural buffers and delineations for clustered development. With this kind of environmental order naturally imposed, the mixture of uses live well amongst each other having separations that serve for transitions of compatibility, separated by natural buffers through preservation, impacts, and density management.

FLU Objective 2.3

Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate facilities and services, including assurance that land is available for the needed utility facilities and services.

The location of the Reserve at Haw Creek is adjacent to the City of Bunnell's core, but more specifically adjacent to the City's water treatment facility. The developer will orchestrate the community facilities necessary for the proposed development in coordination with and per City of Bunnell's requirements. Being adjacent, the westward growth ideally locates the existing, along with the expanded treatment facilities centrally to the overall community of Bunnell's expansion. Land will be provided for the expansion of wastewater, provisions of re-use and additional potable water wells/filtration.

FLU Policy 2.3.1

The City shall ensure the availability of suitable land for public facilities and services necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the facilities and services.

The developer will orchestrate the community facilities location necessary for the proposed development collectively with the City of Bunnell.

FLU Policy 4.2.1

The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Flagler County emergency management plan.

The location of the Reserve at Haw Creek is adjacent to the City of Bunnell's core, adjacent to the City's existing water treatment facility and is bound by two major arterial roadways, Highway 100 on the north, State Road 11 on the east/south. Being adjacent and with existing contiguous services in place, the location of the Reserve at Haw Creek and westward growth ideally locates the community for continuing the growth of the City of Bunnell in a contiguous, orderly fashion, providing for efficient development patterns and use of existing and proposed services.

FLU Goal 5 Urban Sprawl

Discourage urban sprawl by encouraging innovative strategies to promote infill and compact development of the traditional downtown and establishing energy efficient land use patterns while allowing for a sustainable rural lifestyle.

Reserve at Haw Creek is a new community adjacent to the existing urban core. The expansion of services will offer alternatives to the core. Increased population through extended residential development will re-energize the existing services and create demand for alternative newer services. Mixed residential development types will sustain a rural lifestyle while also promoting a small town character.

FLU Objective 5.1

The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximizes efficiency.

The location of Reserve at Haw Creek is quite intentional, being located at the core of the City of Bunnell, adjacent to (within approximately 750 LF) the City's wastewater treatment facility, commercial district and the Employment Center Overlay. The community is fronted by Highway 100 on the northern boundary and State Road 11 on the eastern/southern boundary. The proposed land use amendment is a natural transition of densities and intensities of a mixture of uses that

emanate from the core of the City of Bunnell westward along Highway 100 and southwesterly along SR 11.

The proposed land use amendment follows best practices of land planning, clustered development, environmental planning and transportation planning, comprehensively integrating conservation and allocating lands for major established infrastructure, providing a balance of mixed uses, a natural extension of the City of Bunnell. This in turn discourages sprawl, reduces impacts on roadways, and provides existing and entitled surrounding areas with the services that are needed.

FLU Policy 5.1.2

The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Density will be higher with more compact development within the town center along the easterly end of the project, which abuts and is contiguous with the City of Bunnell's Downtown Core. Reserve at Haw Creek's town center will be a mixed-use area, mimicking downtown Bunnell through PUD zoning and master planning. The area will allow flexibility of development and integrate a variety of commercial, office, residential, public service uses. The town center will be connected with and easily accessible from within the Reserve at Haw Creek through roads and trails.

FLU Policy 5.1.3

The conversion of Agricultural lands to urban development or uses shall only be permitted consistent with the Comprehensive Plan need for growth and economic development during the planning time frame and such conversion shall not contribute to leapfrog or scattered development patterns.

The City of Bunnell, FL proactively incorporated many adjacent lands to guide their contiguous future growth, of which Reserve at Haw Creek lies within previously incorporated boundaries. The existing location of Bunnell's water and sewer facility, and proposed adjacent expansion practically guides contiguous, orderly growth westerly out from the plant. Additionally, bound by two major arterial roadways, Highway 100 on the north, State Road 11 on the east/south, the cost effective and efficient connection to existing external roadways further guides contiguous practical growth over leap frogged development. The entire community of Reserve at Haw Creek

will be bound by zoning and development regulations requiring smart growth and preventing leapfrog development.

FLU Objective 5.2

New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations after the adoption of the updated Comprehensive Plan.

The boundary for the Reserve at Haw Creek is currently within the City of Bunnell’s jurisdiction as the city annexed the westerly / southwesterly area in anticipation of smart growth patterns. The existing location of Bunnell’s water and sewer facility, and proposed adjacent expansion practically guides contiguous, orderly growth westerly out from the plant. PUD zoning will promote compact, higher density development within a town center on the easterly portion of the project, a contiguous expansion of the existing Bunnell urban core. Neighborhoods expanding out from the town center will integrate with the natural topography and vegetation, providing an efficient variety of housing products, connecting back to the town center efficiently through roads and trails, providing alternate modes of transportation.

FLU Policy 5.2.1

Mixed use developments, whether infill or rural clusters shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Reserve at Haw Creek community integrates two cluster communities, one the traditional town center and the other, the rural estates. Both “small town” and rural in nature, the town center will be designed to promote pedestrian connectivity, increased density through clustering, pedestrian friendly roadway design and a mix of commercial, office and multiple residential use types. The rural estates cluster will focus on smaller lots in exchange for preserving larger open greenspace tracts. The cluster will integrate shared agricultural features which may include riding trails, pastures, gardens, etc.

FLU Policy 5.2.2

New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow

streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

The mixed-use town center within Reserve at Haw creek includes entry boulevards connecting with the external roadways, including Highway 100 and State Road 11, as well as an internal boulevard system, providing a large-scale community grid of connectivity, all coming back to the town center. Within the town center, there will be a mix of street sizes and types, providing on-street and shared parking, pedestrian connections and facilities promoting the use of bicycles and walking. A trail network will be established throughout the community, also providing for and promoting alternative modes of transportation. The mixed-use town center will allow for and encourage a variety of housing types, including multifamily, townhomes, condos, small lot single family, mid lot single family and live work, encouraging an overall higher density suitable for a mixed-use town center.

FLU Policy 5.2.3

New Development in the Commercial and Residential Mixed Use land use categories, and in Agriculture and Silviculture where appropriate, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

The master development will provide for a mixture of uses offering a variety of housing types, commerce, services and recreational elements integrated together into a unified and walkable community. Utilizing development principles from the past, much like historic Bunnell, Reserve at Haw Creek is being created to offer a balance of community and private life in an affordable, attractive and sustainable setting, integrating with nature. Plan elements provide for a diversity of housing types including single family residences, townhomes, apartments, condominiums and live/work units as well as a vibrant commercial and public realm in a Village Center balanced with active parks and natural preserves throughout.

FLU Policy 5.2.4

Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

The developer acknowledges that the successful design of the public realm of the community is paramount to the overall success of the community. As such, the master development plan provides a design aesthetic acknowledging rural and small town aesthetics, not unlike the historic character of Bunnell, which deploys principles that integrate a mixture of land uses with pedestrian oriented streetscapes as well as programmed and preserved areas.

FLU Policy 5.5.2

The City's infill, mixed-use and cluster policies will increase densities, proximity and diversity of land uses in an effort to encourage efficient land use patterns and reduce greenhouse gases.

The Reserve will provide a mixture of uses to be clustered intentionally for transitional purposes as well as preserving natural areas throughout the master development. The variety of densities and uses will be a conscientious effort to be efficient and less disruptive.

FLU Policy 6.1.2

Proposed residential developments shall be required to meet state subdivision requirements and the City's land development codes with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

The developer will commit to providing the necessary community facilities and infrastructure through a mutually agreed Development Agreement with the City of Bunnell. Platting and development will comply with the City of Bunnell's land development regulations and state requirements.

FLU Policy 6.1.4

The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

There are wetlands that meander throughout the subject property, creating natural buffers and delineations for clustered development. With this kind of natural order that is imposed, and through strategic planning, the mixture of uses live well amongst each other having separations that serve for transitions of compatibility, natural buffers, preservation, impacts, and density management. Within developments, buffer requirements adjacent to parking and vehicular use areas will be implemented through the implementation of the Planned Unit Development (PUD) regulations, which will also regulate types of uses allowed within any jurisdiction within the community.

FLU Policy 6.1.5

The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

The master development will provide for a mixture of uses offering a variety of housing types, services and recreational elements integrated together into a unified and walkable community. Utilizing development principles from the past, much like historic Bunnell, the Reserve at Haw Creek is being created to offer a balance of community and private life in an affordable, attractive and sustainable setting, integrating with nature. Plan elements provide for a diversity of housing types including single family residences, townhomes, apartments, condominiums and live/work units as well as a vibrant commercial and public realm in a Village Center balanced with active parks and natural preserves throughout.

FLU Policy 6.1.8

The implementation of the future land use plan by the City through the City's Comprehensive Plan Map Series and subsequent Land Development Code intends to discourage urban sprawl and encourage an efficient, viable and sustainable land use pattern within the City of Bunnell.

The City of Bunnell, FL proactively incorporated many adjacent lands to guide their contiguous future growth, of which Reserve at Haw Creek lies within previously incorporated boundaries. The existing location of Bunnell's water and sewer facility, and proposed adjacent expansion practically guides contiguous, orderly growth westerly out from the plant. Additionally, bound by two major arterial roadways, Highway 100 on the north, State Road 11 on the east/south, the cost effective and efficient connection to existing external roadways further guides contiguous

practical growth over leap frogged development. The entire community of Reserve at Haw Creek will be bound by zoning and development regulations promoting efficient and viable development.

FLU Objective 7

FLU Policy 7.1, FLU Policy 7.2, and FLU Policy 7.4:

The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City through a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), which forms the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

See Future Land Use Map Exhibit, which illustrates the community growth proposed in context of the objectives and policies outlined here within.

FLU Objective 8

Residential Land Use Category. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of single-family low, single-family medium, multi-family and residential mixed use at a maximum density of up to 20 units per acre.

FLU Policy 8.1, FLU Policy 8.2, FLU Policy 8.7 and as previously stated above in FLU Policy 1.2.1.:

Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for multi-family and residential mixed-use residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.

- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from single-family low density residential zoning districts.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Planned Unit Development (PUD) regulations will be developed that outline building regulations, setbacks, heights, maximum coverage and other site development parameters to ensure a properly balanced and aesthetically pleasing mixed use-development. Open space and landscaping will also be outlined, ensuring proper open space balances and/or buffers the built environment. Parking regulations and incentives for clustering to maximize the preservation of greenspace will also be outlined as well as roadway design for vehicular and pedestrian circulation. Measures and triggers for development may be outlined within a Development Agreement, all of which in mutual agreement with the City of Bunnell.

Agricultural Land Use Category. Encourage the agricultural lifestyle within the municipal limits of the City.

FLU Policy 13.1:

Protection of Agricultural Uses

The City shall implement and enforce policies and programs designed to preserve and reinforce the positive qualities of the agricultural lifestyle presently enjoyed in Flagler County as they are annexed into the municipal limits of the City of Bunnell.

Rural estates will be implemented along the westerly portion of the property, transitioning from surrounding agricultural land uses. The rural estates community within the Reserve at Haw Creek will utilize clustering and implement a minimum 1du/gross acre threshold, providing planned development guidelines that allow for larger agriculturally oriented residential lots adjacent to and around the perimeter of the rural estates area and smaller, clustered housing options internally, with access to shared agricultural services provided within the community, such as equestrian trails, community gardens, orchards, etc.

The balance of the community will be implemented in the spirit of a small town/rural community through the protection of significant wetlands and creating “greenway” corridors, by creating a walkable town center, by integrating nature trails and many connections to nature, by implementing designs that encourage front porches and social neighborhoods.

FLU Policy 18.2.8

The rural preservation program also includes incentives to preserve resources, encourage efficient development and preserve open space if connected to central utilities.

- Resource based preservation incentives:
 - Agricultural land set-aside .3 du per acre incentive
 - Greenway Corridor .3 du per acre incentive
 - Wetland set-aside .2 du per acre incentive
 - Floodplain set-aside .1 du per acre incentive
 - Recreation and Open Space .1 du per acre incentive
- Efficient development incentives:
 - Firewise/waterwise/Greenwise .3 du per acre incentive
 - Clustered development .2 du per acre incentive
 - Central utilities
(Potable water, sanitary sewer, reclaim water)
- Mixed use .2 du per acre incentive
- Preservation of open space incentives:
 - Increase open space ratio 70/30 .3 du per acre incentive
 - Increase open space ratio 80/20 .4 du per acre incentive
 - Increase open space ratio 90/10 .5 du per acre incentive

Incentives are totaled based on the development proposal, and limited by Policies 17.2.2 and 17.2.9. All development design standards outlined in Policy 17.2.7 apply.

Note: The zoning for the rural estates based land use shall integrate the above incentives.

TRAFFIC CIRCULATION ELEMENT

TC Policy 1.2.6

Proposed residential developments shall be required to meet state subdivision requirements and the City's land development codes with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

As mentioned above in FLU 6.1.2, the developer will commit to providing the necessary community facilities and infrastructure through a mutually agreed Development Agreement with the City of Bunnell. Platting and development will comply with the City of Bunnell's land development regulations and state requirements.

TC Policy 1.4.4

The City shall promote the use of bicycles and walking through the establishment of trip attractors (i.e., shopping destinations, banking establishments, et cetera) within a comfortable traveling distance from residences.

The master development will be programmed with a network of interconnected streets, a walkway/trail system, parks and open space that will link the mixture of uses together. The town center will serve as a core of trip attractors within the community with a strong walkway/trail system radiating out from this center. Throughout, the intent is to maximize residents' ability to access all services as a pedestrian by various means of transit.

TC Objective 1.5

New development in the City shall comply with "Smart Growth" principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl.

The City of Bunnell, FL proactively incorporated many adjacent lands to guide their contiguous future growth, of which Reserve at Haw Creek lies within previously incorporated boundaries. The existing location of Bunnell's water and sewer facility, and proposed adjacent expansion practically guides contiguous, orderly growth westerly out from the plant. Additionally, bound by two major arterial roadways, Highway 100 on the north, State Road 11 on the east/south, the cost effective and efficient connection to existing external roadways further guides contiguous practical growth over leap frogged development.

Internally, the neighborhoods expanding out from the town center will maximize walkability and alternative modes of transportation. Collector roads will internally connect neighborhoods and

lead back to services within the town center, minimizing external trip generation, as well as provide alternative transportation options.

TC Policy 1.5.1

Mixed use developments, whether infill or rural clusters shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

The master plan maximizes residents' ability to access all services as a pedestrian by various means of transit. Incentives will be provided in the zoning document to encourage rear loaded parking and buildings close to street. Landscape and roadway design will provide for tree-lined street and alternative street design with intersection nodes and on-street parking will also be outlined.

TC Policy 1.5.2

New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

As abovementioned in FLU Policy 5.2.2, the master development will be programmed with a network of interconnected streets, a walkway/trail system, parks and open space that will link the mixture of uses together recognizing an organic pattern providing transitions between uses while preserving natural areas. The intent is to maximize residents' ability to access all services as a pedestrian by various means of transit. Within and adjacent to clustered development, grid street networks will be utilized to more effectively disperse traffic, minimize thru traffic and encourage walkability.

TC Policy 1.5.3

New Development in the Commercial and Residential Mixed Use land use categories, and in Agriculture and Silviculture where appropriate, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

The proposed land use amendment allows for a mixed use town center, allowing for commercial, office, services and residential uses mixed together. Ideally with commercial/office on the ground floor with residential above. Contiguous to the town center, the land uses allow for a mix of

medium and higher density single family detached, single family attached, live work, apartments and condo residential living. Throughout the community, the residential land use categories are established to provide for a mixture of residential use types, with multifamily strategically integrated within.

TC Policy 2.1.5

Proposed development that is required to follow the site plan review process shall be required to submit a traffic analysis which identifies the development's impact on the City's transportation system per the concurrency management ordinance.

The developer will provide the necessary traffic analysis during phased site plan review processes prior to permitting per the City of Bunnell's concurrency management ordinance. TC Policy 2.2.2, TC Policy 2.2.4, and TC Policy 4.1.5

The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

The conversion of Agricultural lands to urban development or uses shall only be permitted consistent with the Comprehensive Plan need for growth and economic development during the planning time frame and such conversion shall not contribute to leapfrog or scattered development patterns.

Development regulations shall require street, pedestrian and grid layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

As previously identified, Reserve at Haw Creek encourages and complies with clustering higher density and intensity to create a mixed use community and maximize the preservation of greenspace, is contiguous to City of Bunnell, within existing City boundaries, and will provide a planned unit development regulations supporting grid layouts and interconnections between residential areas with connection to the town center.

HOUSING ELEMENT

H Policy 1.1.5

The City shall, through the land development code, continue to encourage the development/redevelopment of housing in a way that will integrate divergent choices of housing across

all neighborhoods such as by allowing and incentivizing mixed-use developments that include provisions for a wide variety of housing types and prices.

H Policy 1.2.1

The City's Land Development Code shall require that sites for affordable housing are located in close proximity to a collector roadway or higher and provide access to the following facilities, services and/or activity centers through an interconnected system of sidewalks, bicycle paths/lanes and transit stops and amenities, where feasible:

- Employment centers;
- Shopping centers that include stores offering household goods and services needed on a frequent and recurring basis; and
- Public parks, recreation areas, and/or open space

H Policy 3.1.6

The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices in close proximity to support facilities.

The proposed amendment intends to allow for housing types ranging from affordable to market rate housing, consisting of attached and detached single family housing to multifamily, townhomes, condominiums, live work, rural lots, clustered rural lots and mobile homes. A village center is proposed in the eastern portion of the subject property that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services and amenities, and infrastructure to support the Reserve at Haw Creek, providing employment and services within walking distance to multiple housing types and price points.

INFRASTRUCTURE ELEMENT

INFRA Policy 1.2.4

New residences, residential subdivisions and commercial developments shall be required to connect to the City's central sewer system, where available.

See response to Policy INFRA 4.1.7 below.

INFRA Policy 3.2.2

New developments shall design stormwater management systems to meet the rules and criteria established by the City of Bunnell, the St. Johns River Water Management District (SJRWMD), the Florida Department of Transportation and Flagler County, as applicable.

The developer will be responsible for containing, retaining, and treating all runoff collected and produced on-site per the requirements of the City of Bunnell Stormwater Management, which are required to follow state requirements, currently through St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP) and when necessary, the US Army Corps of Engineers (USACE).

INFRA Policy 4.1.7

All proposed land use amendments shall require an analysis of the impacts to the adopted LOS standard and the analysis of adequate planned water supply sources and facilities.

In response to the various Elements' Goals, Objectives, and Policies within the 2035 Comprehensive Plan related to potable water and wastewater, the developer has prepared an assessment entitled "Reserve at Haw Creek Limited Utility Due Diligence, August 2023" (See in Appendix) that articulates the current state of the City of Bunnell's potable water, wastewater treatment, and maintenance yard facilities. The following is a closing summary of the findings:

HAW CREEK PROJECTED FUTURE FLOWS AND LAND NEEDS

Based on the density study provided by the client and the estimated flows per use according to Table I of 64-E6 FAC, the estimated flow at buildout is approximately 1.44 mgd average daily with a peak hourly flow of 2,500 gpm. The tabular of this estimation can be found at the conclusion of this report. As stated earlier, the City of Bunnell systems do not have reserve capacity available beyond the current permitted flows. The City has no ability to supply the pressure for potable water supply to this location from the City's only water supply facility. The existing wastewater treatment facility planned expansion will take the remaining acreage available at that location. This results in a need for new regional potable water and new regional wastewater treatment facilities in the Haw development.

Potable Water Supply

Approximately five (5) acres would be required for a regional potable water supply facility. It would be anticipated to be phased for expansion as Haw Creek develops but centrally located within the same parcel to consolidate the treatment and supply system to one property.

Wastewater Treatment Facility

Approximately 12 acres would be required for a regional, advanced treatment facility. It also would be anticipated to be phased for expansion in step with the development, but also master planned within the same parcel to consolidate the treatment facility to one property, separate from the potable water property by a distance of at least 500 feet.

Maintenance Yard

The City expressed a need for a maintenance yard in order to gain acreage for future expansion of the City's wastewater facility. The City's current yard is approximately 4.6 acres and is very tight according to the City. Considering the population growth that Haw would add to the City's growth, it is anticipated that this yard would be approximately 10 acres.

CONSERVATION ELEMENT

CON Policy 1.7.6

The City shall encourage new developments to protect existing native vegetation in common areas and buffer zones and shall encourage additional planting of native plant species to enhance sparse vegetation in common areas and buffer zones.

Reserve at Haw Creek will create a "greenway" or "wildlife" corridor through the connection of wetlands and uplands to create a vast interconnected greenway system. Through this, extensive preservation of native plant species, naturalized species and planted species left over from agricultural uses will occur.

Development within the uplands will implement natural buffers adjacent to existing wetlands and the greenway corridor.

The PUD development regulations will guide the implementation of buffers and common area landscaping based on Florida Friendly Landscape criteria.

CON Policy 1.11.5

All wetlands on any proposed development site must be identified and classified as part of the City's application process prior to the issuance of development orders which permit site alteration.

The developer will comply with the City, SJRWMD and FDEP regulations prior to permitting.

Conclusion

The proposed amendment adheres to the City of Bunnell's Goals, Objectives and Policies for future planning and development; ensures growth patterns are in keeping with the character of the area; and follows best practices of thoughtful mixtures of uses, densities, development guidelines, amenities, open space planning and comprehensive integration of conservation. Furthermore, the subject parcels are entirely enveloped by the established arterial infrastructure and provide a balance of uses in demand contiguous to and within direct proximity to the City of Bunnell's existing commercial/industrial zones. This in turn discourages sprawl, reduces impacts on roadways and provides existing and entitled surrounding areas with the services needed. The location of the subject property meets or exceeds the Comprehensive Plans, Goals, Objectives and Policies for future growth and conservation in an orderly manner.

City of Bunnell
Future Land Use Map Amendment
Data and Analysis
Reserve at Haw Creek Planned Unit Development

Status

The intent of this amendment is to change the City's Future Land Use Map for approximately 2,787± acres of land to accommodate the Planned Unit Development known as the Reserve at Haw Creek. This is planned to be a mixed-use community containing multiple single and multi-family residential uses along side varying commercial uses. There are also some areas planned for industrial uses and public services.

There are two (2) parcels to be annexed into the city limits that will be annexed prior to the adoption of this Future Land Use Amendment.

Below is a summary of information for evaluation.

Data

Location

The subject area is located between State Highway 100 West and State Road 11. Part of the proposed development is also located along County Road 302 and County Road 65. See Exhibit "A" for the property location.

Existing Use of the Subject Properties

The properties are currently vacant wooded land. There is a 300' FPL Easement that runs through from north to south of the eastern area of the subject area.

Size

The total area of the subject area is approximately 2,787± acres.

Land Use

Existing FLUM

The existing Future Land Use designations for this area are Single Family-Low Density (SF-L), Agriculture and Silviculture (AG&S), and Conservation-1 (CON-1). These are shown in Exhibit "B".

The current Future Land Use allows:

- 132.64± acres of Single Family-Low Density use at 4.0 units per acre = 531 units
- 2,654.36± acres of Conservation-1 and Agriculture and Silviculture Density at 1.0 unit per 5 acres = 531 units

Total Allowable Density: 1,062 units

Adjacent Properties

The Future Land Use designations for the properties adjacent to the subject area at the time of the City's proposed amendment are:

North:	Commercial-Medium (COM-M), Unincorporated Agriculture & Timberlands (AG-Timber), Unincorporated Conservation (CONS)
South:	Agriculture & Silviculture (AG&S) and Conservation-1 (CON-1)
East:	Commercial-Medium (COM-M), Single Family-Medium Density (SF-M), Single Family-Low Density (SF-L), Industrial (IND)
West:	Unincorporated Agriculture & Timberlands (AG-Timber) and Unincorporated Residential: Low Density/Rural Estate (RES-LOW-RE)

Existing Conditions

The existing property uses abutting the subject area at the time of the City's proposed amendment are:

North:	Vacant; Timberland; Improved Agricultural; Single-Family
South:	Vacant
East:	Vacant; Business Park; Light Industrial; Single-Family
West:	Vacant; Improved Agricultural, Single-Family

The proposed amendment will ensure compatibility and harmony with the adjacent property uses through acceptable engineering and site development practices enforced through the City's Land Development Code, adopted additional PUD development standards, and through cooperation with the County during plan review.

Proposed FLUM

The proposed Future Land Use designations are shown in Exhibit "B". The proposed zoning for the subject area will be PUD and will have additional zoning/development criteria for this area.

The proposed Future Land Uses would allow:

- 770 Acres of Rural Estates Density at 1.0 unit per acre = 770 Units
- 1,437.5 acres of Single Family-Low Density at 4.0 units per acre = 5,750 units
- 95.5 acres of Single Family-Medium Density at 8.0 units per acre = 764 Units
- 212 acres of Multifamily Density at 20.0 units per acre = 4,240 Units
- 44 acres of Commercial-Medium Density at 20.0 units per acre = 880 Units

- 44 acres of Commercial-Medium Intensity at 0.4 FAR = 766,656 square feet of commercial use
- 216 acres of Industrial Intensity at 0.5 FAR = 4,704,480 square feet of Industrial use
- 12.5 acres of Public Intensity at 0.6 FAR = 326,700 square feet of Public use

The change in the designations for the subject area would result in a density increase of 11,342 residential units while also adding 766,656 square feet of commercial use, 4,704,480 square feet of industrial use, and 326,700 square feet of public use.

Population Analysis

The subject parcel is vacant at this time. Based on the extent of expected wetlands and limited uplands, development of the property will be about 50% - 60% of the total subject area. Given the developable acreage as provided by the applicant, the total approximate density will be 5,833± units for a total estimated population of 14,583 persons.

Impacts on Public Facilities and Services

Any future development of the property, all site engineering, drainage and required infrastructure improvements will be reviewed pursuant to the City review process to ensure that the development complies with all applicable federal, state, and local regulations and permitting requirements. No development may take place prior to compliance with all applicable regulations.

Sanitary Sewer Impacts

The subject area will utilize a Regional, advanced Wastewater Treatment Facility the developer plans to construct for the mixed-use community and dedicate it to the City of Bunnell. There will be developer agreements in place for this mixed-use community as the City does not currently have capacity to service this area. The future flow rates and capacity needs for this area can be found in the Utility Limited Due Diligence Analysis completed and provided by the applicant.

Potable Water Impacts

The subject area will utilize a Regional Potable Water Supply Facility the developer plans to construct for the mixed-use community and dedicate it to the City of Bunnell. There will be developer agreements in place for this mixed-use community as the City does not currently have capacity to service this area. The future flow rates and capacity needs for this area can be found in the Utility Limited Due Diligence Analysis completed and provided by the applicant.

Drainage

Development of the subject area will be subject to the stormwater regulations of the St. Johns River Water Management District and the City of Bunnell. All appropriate stormwater permits will need to be obtained before the development can proceed.

Solid Waste

The subject area will have a significant impact on the City's Solid Waste services. Therefore, the developer will be required to provide additional Solid Waste Vehicles to the City through developer agreements to maintain the City's level of service standards.

Traffic Circulation

The subject area will have multiple access points along State Highway 100 West and State Road 11 with additional access points on County Road 302 and County Road 65. The buildout of this development will have significant impacts on the number of trips that these roads currently experience. A traffic study has been completed and provided by the applicant.

Schools and Recreation

The subject area is expected to produce 862 students once the development is completed and built out. The School District will require for the individual phases of the development to acquire concurrency reservations. Currently, the middle and high schools are over capacity. Therefore, the developer will be required to further acquire proportionate share mitigation agreements with the School District. The development as a whole will contain a multitude of parks and recreational areas to service the surrounding residential uses. Thus, the subject area will not create a significant impact on the City's recreational facilities, but it may have some impact on the school system as determined by the School District.

Facility Conclusion

These Future Land Use changes will create a significant impact to City facilities or public services; however, the developer has planned to construct appropriate water and sewer facilities for the Planned Unit Development through various developer agreements with the City and will dedicate these improvements once they are completed. There will be areas dedicated to Fire and Rescue to maintain the level of service and to reduce the response times for incidents the community may produce, and areas dedicated to the City for their maintenance yard which houses the Public Works and Solid Waste Departments.

Consistency with Goals, Objectives, and Policies of the City of Bunnell Comprehensive Plan, Northeast Florida Strategic Regional Policy Plan, and the State Comprehensive Plan

This Future Land Use Map amendment is consistent with the State Comprehensive Plan and the Strategic Regional Policy Plan. It is also consistent with the 2035 Bunnell Comprehensive Plan.

Comprehensive Plan Analysis

The City of Bunnell is starting to experience an increase in growth. The development of the subject area will create a significant impact on the public services the City provides, but the developer will be responsible for upgrading the existing services through developer agreements with the City. The proposed Future Land Use categories are consistent with the surrounding Future Land Use Designations and the existing land uses as it will be extending from the urbanized core of the City and inhibiting the effects of urban sprawl by promoting

higher-density development, encouraging mixed-used development, and preserving green spaces to maintain a balance between growth and environmental conservation.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR THE LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY TOTALING APPROXIMATELY 2,877± ACRES, OWNED BY JM PROPERTIES X LLC AND WEYERHAEUSER COMPANY, WITHIN THE CITY OF BUNNELL AS DESCRIBED IN EXHIBIT “B”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATIONS FOR THE PROPERTIES DESCRIBED HEREIN; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This ordinance is requested by an applicant to change the Future Land Use for 2,800+/- acres of land for a mixed-use development.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

n/a

- (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

n/a

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

n/a

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

n/a

4. **Additional information the governing body determines may be useful (if any):**

n/a

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 4/4/2024 Amount:
Department: Infrastructure Account #:
Subject: Request Approval for FPL LED Lighting Agreement for FDOT 445216
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
2024 FPL LT-1 Agreement	Contract
FDOT 445216 Monthly Cost	Quote
FDOT 445216 Preliminary Design	Concept Sketch

Summary/Highlights:

Agreement for installation and modification of lighting facilities on US-1 located in Bunnell, FL.

Background:

The FDOT 445216-1-58-01 project requires additional lighting and modifications to existing lighting along US-1 in Bunnell. FPL is seeking approval to make these changes.

Staff Recommendation:

Approve FPL LED Lighting Agreement for FDOT 445216.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for agenda

Pole Description	# Installed	# Removed
45' Standard Concrete Pole	3	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): (1) 55' In line Wooden Pole (1) 50' In line Wooden Pole (3) 45' Standard Concrete Poles (10) 8' Arms. FDOT will pay CIAC of \$6,880.48 upon completion of the project under FDOT 445216-1-58-01

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$31.09. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Bunnell

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

Catherine D. Robinson
(Print or type name)

Title: Mayor

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

Title: FPL LT-1 Representative



Revised:
01/11/24

LED Lighting Plan

* Close date is inclusive of

- Signed Agreement
- CIAC
- Permitting & Easements
- Backbone WR in status 60 for subdivisions

Month	Day	Year
2	14	2024

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

(11,160) kWh / year
(8) metric tons of CO₂ every year¹
(2) cars from the road²

TOTAL	12	\$	-	\$	194.02
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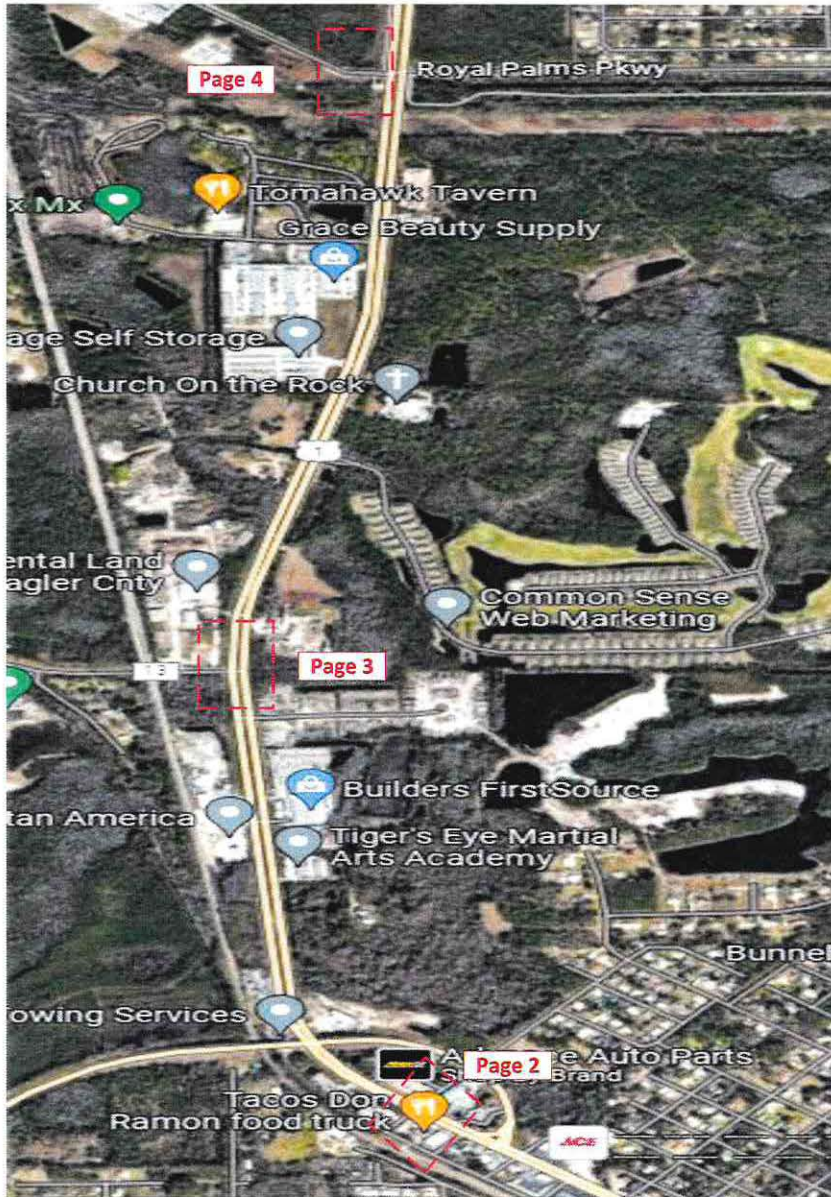
Installation Details		Existing	Option 1
1	select fixture:		ATB2 264W Gray/Black
	fixture / pole:	1	1
	select pole:		
	Fixture*		\$ 31.49
Quantity:	3	Pole	
FPL Non-LED Conversion:	No	Maintenance	\$ 4.35
Full/Hybrid:	Full	Energy**	\$ 22.37
FPL NW Area:	No	Monthly Total	\$ 58.21

Installation Details		Existing	Option 1
2	select fixture:		ATB2 264W Gray/Black
	fixture / pole:	1	1
	select pole:		
	Fixture*		\$ 73.47
Quantity:	7	Pole	
FPL Non-LED Conversion:	No	Maintenance	\$ 10.15
Full/Hybrid:	Full	Energy**	\$ 52.20
FPL NW Area:	No	Monthly Total	\$ 135.82

*Includes fixture fee and monthly conversion fee where applicable.

**Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.

Based upon FPL bill rates as of 01.01.22



INACCESSIBLE
 13 KV
 FUTURE 23 KV
 23 KV
 SALT SPRAY

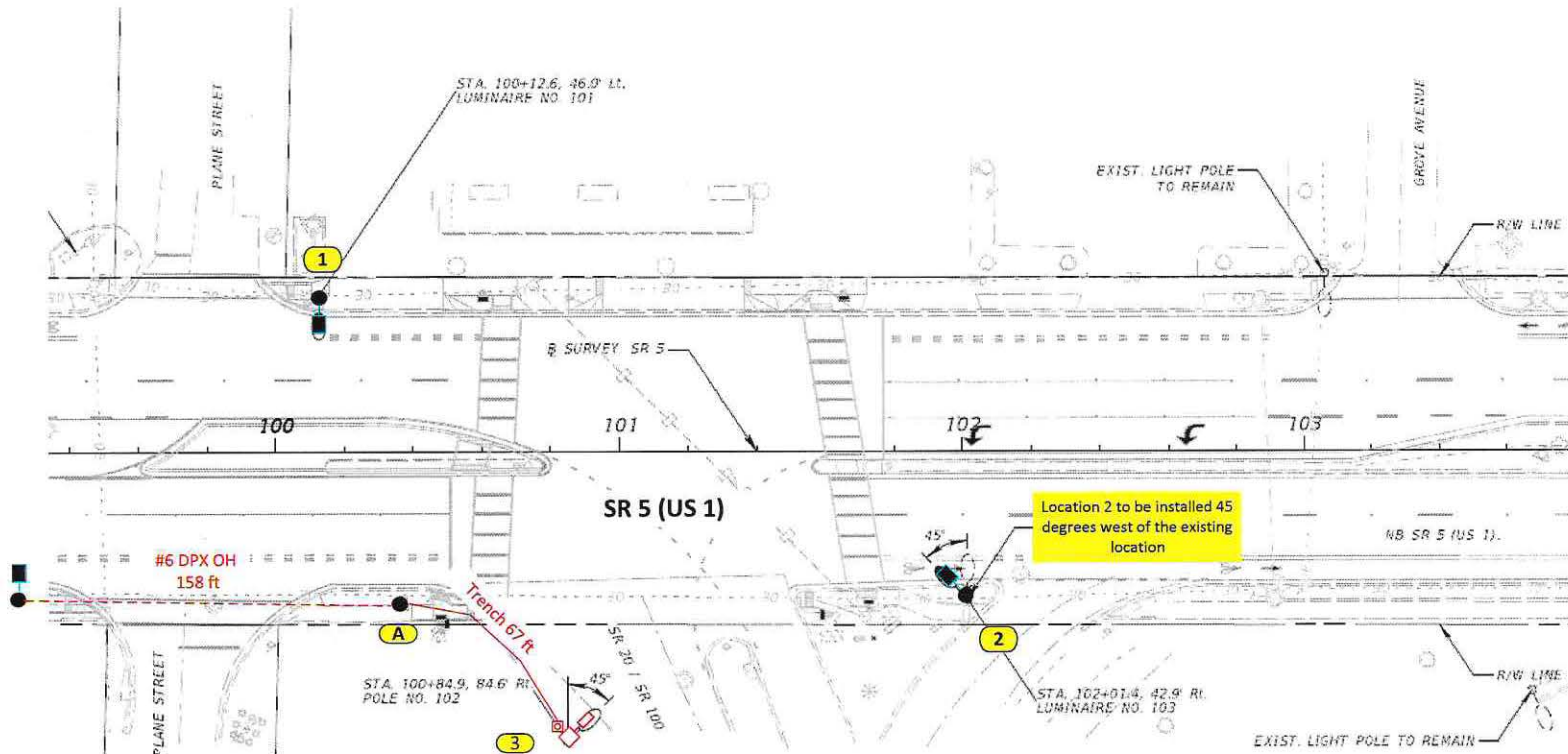
Product summary			
Symbol	Description	Color Temp	Quantity
	AEL 264W Gray ATB2	3K	10
	45' Arm Mount Concrete Pole	N/A	3
	50' In-line Wood Pole	N/A	1
	55' In-line Wood Pole	N/A	2

Feeder: 101466

FPL Construction Symbols	
	= Proposed OH conductor
	= Proposed UG PVC & cable
	= Proposed Street Light
	= Proposed Street Light Concrete Pole
	= Proposed 17" Handhole
	= Proposed 24" Handhole
	= Existing LED fixture and bracket
	= Existing Wood Pole
	= Existing Transformer

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN THE SPECIFIED VALUES AND DEPTHS AT ALL LOCATIONS.				JOB ENTIRELY COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. ALL OTHER CHANGES SHOWN ON PLO.				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____		DATE _____		FOREMAN'S SIGNATURE _____		DATE _____		SUPERVISOR'S SIGNATURE _____		DATE _____		INITIALS _____		CERT. DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL FDOT – 445216-1-58-01 US 1 Flagler County Install 8 NSL & 2 RPL v/o US 1, Bunnell, FL 32110						Designed by: Jessica Builes		Date: 09/08/23	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								City: WMD		County Rd. _____	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telco Attachment Per _____		Rural Location Sec. xx		TWP. xx		S, RGE. xx		E. _____	
POLE LINE FEET 0'				DUCT BANK FT. 0'				SCALE: N.T.S.		St. Lt MAP No. _____		MAP# _____		Pri Map No. XXXXXX	
POLE LINE FT. ON TRANS. POLES 0'				TRENCH FT. 0'				TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: WR XXXXXXX		M/A XX	

INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY



Trench = 67 ft
OH footage = 158 ft

FDOT permit required

Construction Notes: (FPL Contractor installing conduit and handholes)

- Loc. 1 and 2: Replace existing LED fixture and bracket with (1) AEL 264W Gray 3K ATB232,447 Lumens with 8' Arm Bracket on existing Wood Pole
- Loc. 3: Install (1) AEL 264W Gray 3K ATB232,447 Lumens with 8' Arm Bracket on NEW 45' Arm Mount Concrete Pole (38' MH)
- Loc. A: Install a 2" Riser

FPL Contractor to install 2" PVC with 24" minimum cover as shown in the drawing using rapid trench. Verify fixture is working correctly after installation. Check 120V to terminal blocks.
 - FPL crew to run #6 DPX cable and doing terminations to all locations shown in the drawing.
 - Customer responsible for any restoration required.

FPL LED Representative: Scot Thrapp

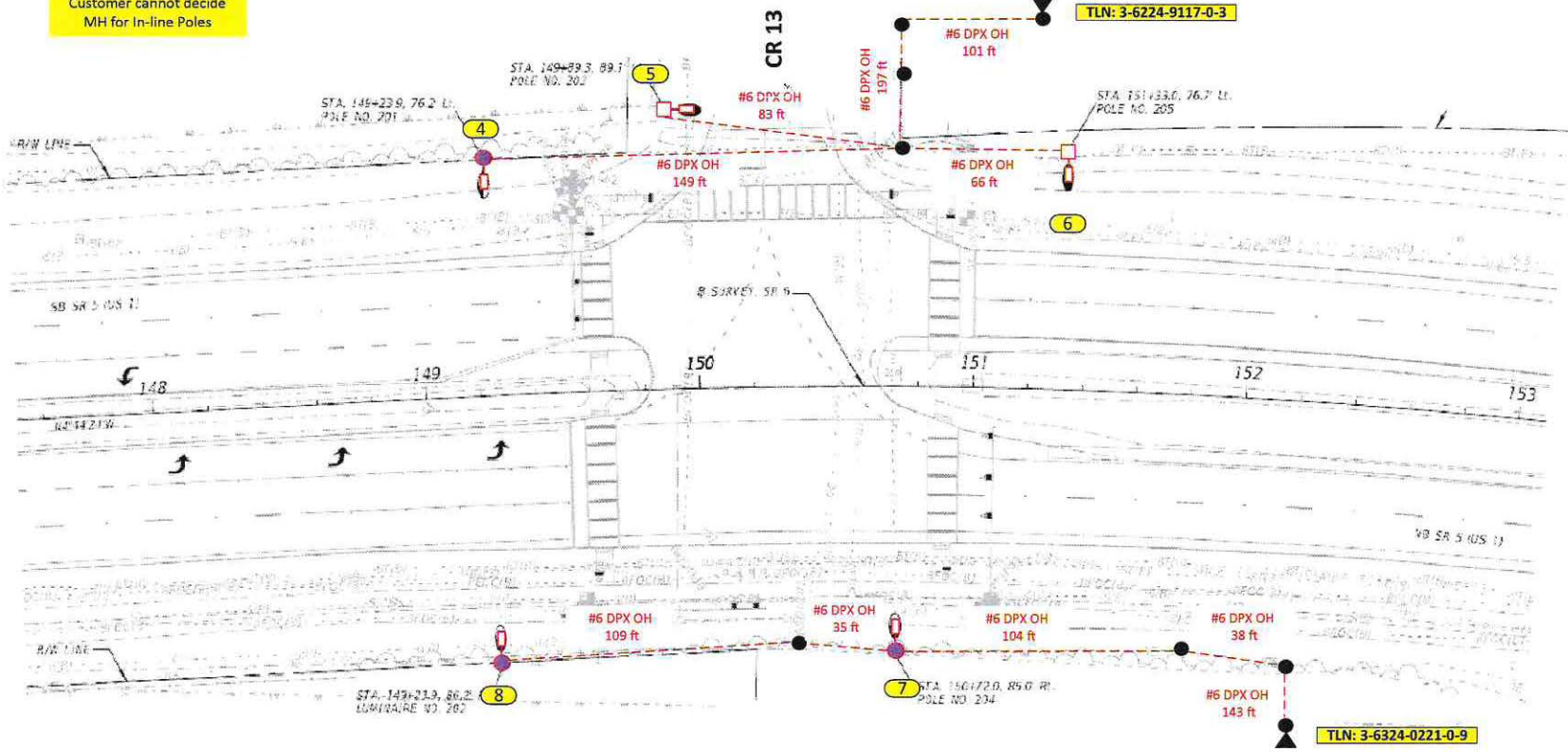
AS-BUILT CREW PRINT		ALL REQUIRED CHECKS MUST HAVE BEEN DRAWN & VERIFIED TO BE WITHIN THE ESTABLISHED TOLERANCES SHOWN AT ALL LOCATIONS.		JOB CHECKED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT - ORIGINAL CHECKS SHOWN ON JOB		AS-BUILT COPY		
FORWARDER'S SIGNATURE	DATE	FORWARDER'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	UTILITY	CERT. DATE	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL FDOT - 445216-1-58-01 US 1 Flagler County					
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Install 8 NSL & 2 RPL v/o US 1, Bunnell, FL 32110					
City: WMD	County Rd: RR King	County Air: DR. Dist.	State Road: Transm.	FAA:	Designed by: Jessica Builes	Date: 09/08/23		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tels. Attachment Per: _____		Drawn by: XX	Check by: _____	Dwg No. 2 OF 5	
POLE LINE FEET: 0'	DUCT BANK FT.: 0'	TRENCH FT.: 0'	SCALE: N.T.S.	St. Lt MAP No. MAF#	Pri Map No. xxxxxx			
TLM/LDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by: _____	WR XXXXXX	M/A		XX		

Customer cannot decide
MH for In-line Poles

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY

TLN: 3-6224-9117-0-3

TLN: 3-6324-0221-0-9



Construction Notes:

- Loc. 4: Install (1) 50' In-line Wood Pole (3PH Tan Pole Framing per D.C.S E-6.0.1 F1) with (1) AEL 264W Gray 3K ATB232,447 Lumens and 8' Arm Bracket
- Loc. 5 and 6: Install (1) AEL 264W Gray 3K ATB232,447 Lumens with 8' Arm Bracket on NEW 45' Arm Mount Concrete Pole (38' MH)
- Loc. 7 and 8: Install (1) 55' In-line Wood Pole (3PH Tan- Ver Pole Framing per D.C.S E-5.0.1 F1) with (1) AEL 264W Gray 3K ATB232,447 Lumens and 8' Arm Bracket
- Loc. A: Install a 2" Riser

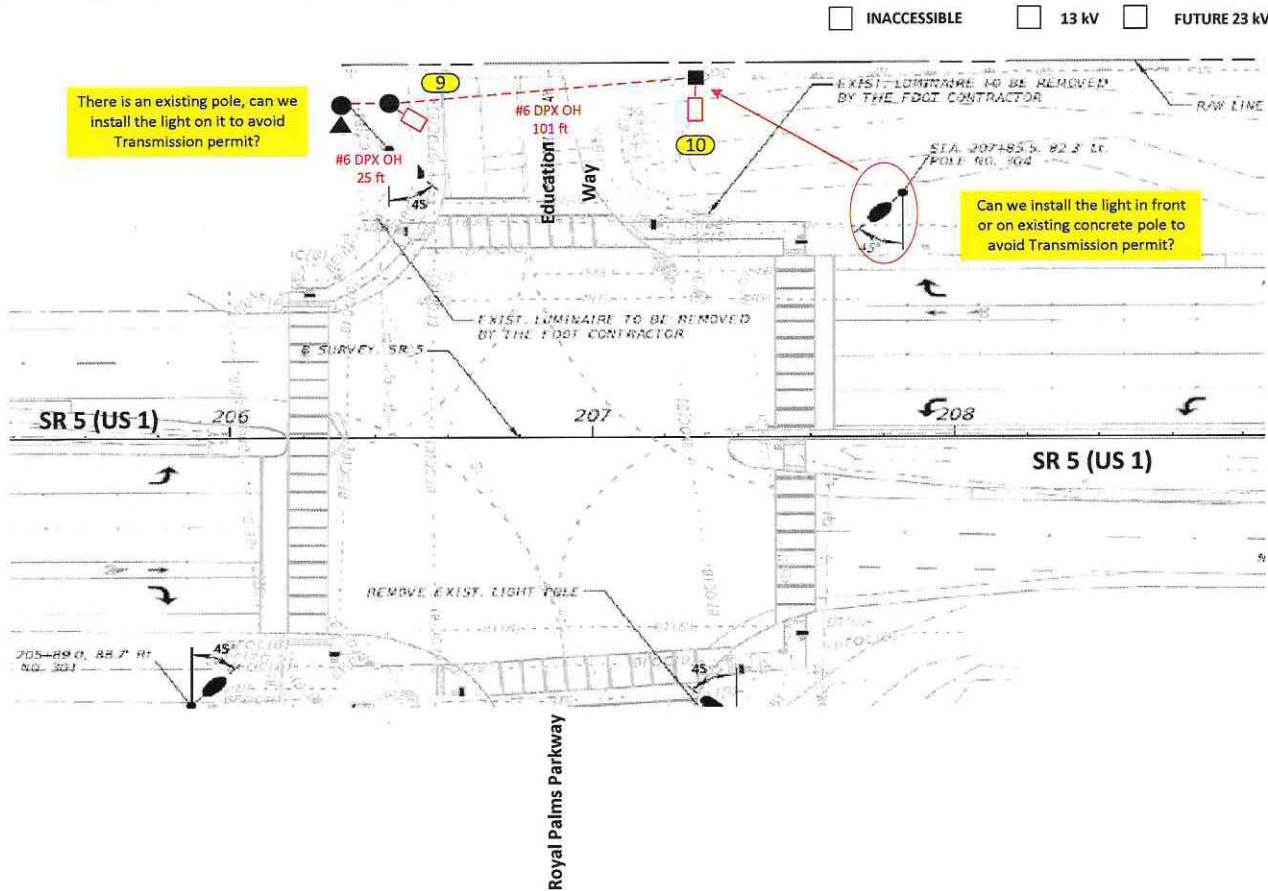
- Verify fixture is working correctly after installation. Check 120V to terminal blocks.
- FPL crew to run #6 DPX cable and doing terminations to all locations shown in the drawing.
- Customer responsible for any restoration required.

FPL LED Representative: Scot Thrapp

OH footage = 1,025 ft

FDOT permit required

AS-BUILT CREW PRINT		ALL NEEDED CROWN ROOF MARKERS DRAWN & VERIFIED TO BE WITHIN THE TOLERANCES, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB DRAWN COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. ALL NEEDED CHANGES SHOWN ON DATES.		AS-BUILT COPY	
FORWARDER'S SIGNATURE _____ DATE _____		FORWARDER'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		DETAILS _____ DATE _____	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/State? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL FDOT - 445216-1-58-01 US 1 Flagler County				
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Install 8 NSL & 2 RPL v/o US 1, Bunnell, FL 32110				
City: WMD	County Rd. RR Xing	County Air DR. Dist.	State Road	FAA	Designed by: Jessica Bulles Date: 09/08/23		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tels. Attachment Per _____		Drawn by: XX	Check by: _____	Dwg No. 3 OF 5
POLE LINE FEET 0'	DUCT BANK FT.	0'	Rural Location Sec. xx TWP. xx S, RGE. xx E.		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. XXXXXX		
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT.	0'	TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by: WR XXXXXXX	M/A XX



There is an existing pole, can we install the light on it to avoid Transmission permit?

Can we install the light in front or on existing concrete pole to avoid Transmission permit?

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY _____



OH footage = 126 ft

FDOT permit required

Construction Notes:

- Loc. 9 and 10: Install (1) AEL 264W Gray 3K ATB2 32,447 Lumens with 8' Arm Bracket on existing Pole
- Verify fixture is working correctly after installation. Check 120V to terminal blocks.
- FPL crew to run #6 DPX cable and doing terminations to all locations shown in the drawing.
- Customer responsible for any restoration required.

FPL LED Representative: Scot Thrapp

AS-BUILT CREW PRINT		DATE		DATE		DATE		DATE		
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL FDOT - 445216-1-58-01 US 1 Flagler County Install 8 NSL & 2 RPL v/o US 1, Bunnell, FL 32110							INITIALS COST DATE
City: WMD County Rd: RR Xing County Air: RR Xing State Road: DR. Dist. FAA: Transm.	Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	TALK ATTACHMENT PER Telephone Co. Job No.	Designed by: Jessica Builes Drawn by: XX Rural Location Sec. xx TWP. xx S, RGE. xx E.	Date: 09/08/23 Check by: Dwg No. 4 OF 5	SCALE: N.T.S. TRENCH FT. 0'	st. Lt. MAP No. MAP# Pri Map No. XXXXXX	WR XXXXXXXX M/A XX			
POLE LINE FEET 0' POLE LINE FT. ON TRANSM. POLES 0' TLM/LDS MODEL No. -	DUCT BANK FT. 0' TRENCH FT. 0'	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:							

INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY



Streetlight- Summary Component Detail Report

Source : Data Warehouse Report Contains Data Processed on: 7/28/2023
 Bill Account Number:3739007957 BA Status : Active
 Premise Number: 700180012 Name: CITY OF BUNNELL
 Address: ST-LGT City: BUNNELL
 State: FL Zip: 32110

Key Facility Number	Status	AMS Component Num	Component Status	Grid Number	GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Fixture Type/Pole Height	Brkt Length/Pole Class	Owned By Code	Map Num	Installed Date
973960512-C700003001	Active	677005902		2	36323242610	572367	1867212	NE	N STATE ST NE/C/O SR 100 ENT	C700003	SCH	F	EW0994	9/17/2018
702911859-C700003001	Active	24443902		2	36323312308	572457	1867023	W	612 US 1	C700003	SCH	F	EW0994	9/17/2018

AS-BUILT CREW PRINT		ALL REQUIRED CROWN ROADS HAVE BEEN OWNED & VERIFIED TO BE WITHIN FPL JURISDICTION. VALUES ARE SHOWN AT ALL LOCALITIES.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON PILES.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____		CERT. DATE _____	
Easement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/Stake?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL FDOT - 445216-1-58-01 US 1 Flagler County			
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Install 8 NSL & 2 RPL v/o US 1, Bunnell, FL 32110			
CITY	County Rd.	County Air	State Road	FAA	Designed by: Jessica Builes Date: 09/08/23				
WMD	RR Xing	DR. Dist.	Transm.		Drawn by: XX Check by: Dwg No. 5 OF 5				
Requested Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tels. Attachment Per _____			Rural Location Sec. xx TWP. xx S, RGE. xx E.				
Requested Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Dist. No. _____			SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. XXXXXX				
Request CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	POLE LINE FEET	0'	DUCT BANK FT.	0'	TUM/LDS MODEL No. - Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: WR XXXXXXX M/A XX			
		POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'				