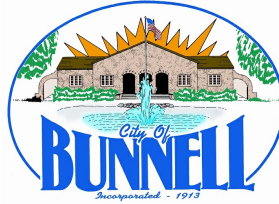


CATHERINE D. ROBINSON
MAYOR

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, February 26, 2024

AMENDED

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. Officer of the 4th Quarter - 2023

C. Consent Agenda:

C.1. Approval of Warrant

a. February 26, 2024 Warrant

C.2. Approval of Minutes

a. * February 12, 2024 City Commission Meeting Minutes

C.3. Approval of Business Incentive Development Agreement for Project Calder

C.4. Acceptance of the transfer of Ownership of the Flagler County Ditch Easement Deed necessary for the Hymon Circle Project from the Flagler County Board of County Commissioners to the City of Bunnell.

C.5. Request Approval to Renew the Connect Consulting, Inc. Mutual Consent Agreement #2022-04

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 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - Second Reading
- E.2. Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - Second Reading
- E.3. Ordinance 2024-05 Amending the Capital Improvements Plan. - Second Reading
- F. **Resolutions: (Legislative):**
 - F.1. Resolution 2024-03 Request Approval of Loan and Financing for the Bunnell Administration and Police Department Complex

G. Old Business: None

H. New Business:

- H.1. Request Approval of Administrative Order 2024-01 for the Family Estates Rural Subdivision.
- H.2. Request Approval of Carver Center ILA
- I. **Reports:**

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

City Manager Report- January 2024

- **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 February 21, 2024; AMENDED February 23, 2024 Items marked with * have been amended or added



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 2/26/2024

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Account: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
	02/05/2024	Advance Stores Company, In...	Windshield Wipers Unit 2002	001-0521-521.4620	37.50
		Vendor Advance Stores Company, Incorporated Total:			37.50
Vendor: Advanced Environmental Laboratories, Inc.					
	12/01/2023	Advanced Environmental La...	Lab Testing	404-0535-535.3400	575.05
	02/01/2024	Advanced Environmental La...	Lab Testing	404-0535-535.3400	20.70
	02/01/2024	Advanced Environmental La...	Lab Testing	404-0535-535.3400	880.44
	02/02/2024	Advanced Environmental La...	Services for 1.26.24-02.01.24	001-0538-538.3400	625.46
	02/02/2024	Advanced Environmental La...	Services for 1.26.24-02.01.24	404-0535-535.3400	60.00
		Vendor Advanced Environmental Laboratories, Inc. Total:			2,161.65
Vendor: Automation Logix, Inc					
	10/16/2023	Automation Logix, Inc	FE Tank Repair Hydroranger	404-0535-535.4640	195.00
		Vendor Automation Logix, Inc Total:			195.00
Vendor: Boulevard Tire Center					
	10/01/2023	Boulevard Tire Center	Replace Broken Valve Stem T...	001-0541-541.4640	94.95
		Vendor Boulevard Tire Center Total:			94.95
Vendor: Bunnell Auto Supply, Inc.					
	01/19/2024	Bunnell Auto Supply, Inc.	Wiper Blades Unit 2005	001-0521-521.4620	33.22
	02/05/2024	Bunnell Auto Supply, Inc.	Switch Ignition	001-0541-541.4640	25.99
		Vendor Bunnell Auto Supply, Inc. Total:			59.21
Vendor: C.A.P. Government, Inc.					
	01/28/2024	C.A.P. Government, Inc.	December 2023 Services	118-0524-524.3401	1,872.50
		Vendor C.A.P. Government, Inc. Total:			1,872.50
Vendor: Central Hydraulics, Inc.					
	02/06/2024	Central Hydraulics, Inc.	Cylinder Repair	001-0541-541.4640	726.61
	02/08/2024	Central Hydraulics, Inc.	EZ Pack Truck arm	402-0534-534.4620	572.61
		Vendor Central Hydraulics, Inc. Total:			1,299.22
Vendor: Charter Communications					
	02/01/2024	Charter Communications	100 Utility St 2.01.24-2.29.24	001-0512-512.4100	400.00
		Vendor Charter Communications Total:			400.00
Vendor: City of Bunnell - WS O&M					
	01/31/2024	City of Bunnell - WS O&M	04-2181-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	03-1541-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	03-5260-01 Jan 2024	001-0572-572.4300	1,171.13
	01/31/2024	City of Bunnell - WS O&M	03-0161-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	04-1140-01 Jan 2024	001-0572-572.4300	552.16
	01/31/2024	City of Bunnell - WS O&M	04-3031-00 Jan 24	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	03-4991-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	02-2060-09 Jan 2024	001-0572-572.4300	494.28
	01/31/2024	City of Bunnell - WS O&M	03-5151-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	02-2070-07 Jan 2024	001-0572-572.4300	489.46
	01/31/2024	City of Bunnell - WS O&M	04-3032-00 Jan 2024	001-0572-572.4300	174.79
	01/31/2024	City of Bunnell - WS O&M	02-2050-09 Jan 2024	001-0572-572.4300	249.40
	01/31/2024	City of Bunnell - WS O&M	04-3360-01 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	04-0170-02 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	03-0320-01 Jan	001-0572-572.4300	768.38
	01/31/2024	City of Bunnell - WS O&M	06-3027-01 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	01-5270-01 Jan 2024	001-0572-572.4300	365.52
	01/31/2024	City of Bunnell - WS O&M	03-0370-01 Jan 2024	001-0572-572.4300	2,685.56
	01/31/2024	City of Bunnell - WS O&M	03-5240-01 Jan 2024	001-0572-572.4300	830.66
	01/31/2024	City of Bunnell - WS O&M	02-3191-00 Jan 2024	001-0572-572.4300	174.60
	01/31/2024	City of Bunnell - WS O&M	02-2503-00 Jan 2024	001-0572-572.4300	224.79

Expense Approval Register

Packet: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	01/31/2024	City of Bunnell - WS O&M	02-2080-08 Jan 2024	001-0572-572.4300	487.68
	01/31/2024	City of Bunnell - WS O&M	03-0545-00 Jan 2024	001-0572-572.4300	175.67
	01/31/2024	City of Bunnell - WS O&M	01-0040-01 Jan 2024	001-0572-572.4300	904.64
		Vendor City of Bunnell - WS O&M Total:			11,320.12
Vendor: CPH, LLC					
	01/26/2024	CPH, LLC	Professional Services Through..	404-0535-535.6200	84,891.25
	10/27/2023	CPH, LLC	Professional Services Through..	401-0533-533.3111	2,964.91
	12/29/2023	CPH, LLC	Professional Services through..	404-0535-535.6200	45,927.50
		Vendor CPH, LLC Total:			133,783.66
Vendor: Culligan Water Products					
	01/31/2024	Culligan Water Products	(3) 5 G Drinking Water	001-0521-521.5100	24.75
		Vendor Culligan Water Products Total:			24.75
Vendor: DG Hardware, Inc.					
	01/26/2024	DG Hardware, Inc.	Secure Pump #1 to Concrete...	404-0535-535.4640	63.38
	02/01/2024	DG Hardware, Inc.	DiscFML INS12-10G 8 PK	001-0521-521.5200	17.59
	02/09/2024	DG Hardware, Inc.	Post Hole Digger	401-0533-533.5205	107.98
		Vendor DG Hardware, Inc. Total:			188.95
Vendor: Dustin Vost					
	02/06/2024	Dustin Vost	Safety Footwear Reimburse...	401-0533-533.5220	75.00
	02/06/2024	Dustin Vost	Safety Footwear Reimburse...	404-0535-535.5220	75.00
		Vendor Dustin Vost Total:			150.00
Vendor: Dynamometer					
	02/07/2024	Dynamometer	Speedometer Re-Certs	001-0521-521.4620	350.00
		Vendor Dynamometer Total:			350.00
Vendor: Environmental Land Services of Flagler County, Inc					
	02/02/2024	Environmental Land Services...	Services for1.26.24-2.01.24	402-0534-534.3400	4,993.93
		Vendor Environmental Land Services of Flagler County, Inc Total:			4,993.93
Vendor: Fabian Rosado					
	02/06/2024	Fabian Rosado	Reimbursement Class B Wast...	404-0535-535.5500	200.00
		Vendor Fabian Rosado Total:			200.00
Vendor: Federal Eastern International LLC					
	11/13/2023	Federal Eastern International...	Armor Smart Guardian Carrier	001-0521-521.5220	228.42
		Vendor Federal Eastern International LLC Total:			228.42
Vendor: Ferguson US Holdings, Inc					
	01/25/2024	Ferguson US Holdings, Inc	24 N12 Marmac rep coupler	001-0538-538.4600	318.00
	01/25/2024	Ferguson US Holdings, Inc	24x20 F2648 w/tite sld HDPE...	001-0538-538.4600	4,726.00
		Vendor Ferguson US Holdings, Inc Total:			5,044.00
Vendor: Flagler County Board of County Commissioners					
	01/30/2024	Flagler County Board of Coun...	FY23/24 Carver Gym Contrib...	001-0511-511.8200	10,000.00
		Vendor Flagler County Board of County Commissioners Total:			10,000.00
Vendor: Flagler Humane Society					
	01/31/2024	Flagler Humane Society	January 2024	001-0562-562.3402	2,240.70
		Vendor Flagler Humane Society Total:			2,240.70
Vendor: Flagler Trailers LLC					
	12/07/2023	Flagler Trailers LLC	Brake lights and Worn Brakes	001-0541-541.4640	300.00
		Vendor Flagler Trailers LLC Total:			300.00
Vendor: Florida Gang Investigators Association					
	02/05/2024	Florida Gang Investigators As...	2024 Annual FGIA Conference	001-0521-521.5500	500.00
		Vendor Florida Gang Investigators Association Total:			500.00
Vendor: Galls Parent Holdings, LLC					
	01/12/2024	Galls Parent Holdings, LLC	Elite Stinger XT Light Holder	001-0521-521.5220	20.33
	01/12/2024	Galls Parent Holdings, LLC	Reversible Rain Jacket 2, Heat..	001-0521-521.5220	237.41
	01/18/2024	Galls Parent Holdings, LLC	Campaign Uniform Hat - Black	001-0521-521.5220	126.00
		Vendor Galls Parent Holdings, LLC Total:			383.74

Expense Approval Register

Packet: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Hawkins Inc					
	01/26/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	859.05
	02/02/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,853.40
			Vendor Hawkins Inc Total:		2,712.45
Vendor: HD Supply, Inc					
	01/25/2024	HD Supply, Inc	Lab Supplies	401-0533-533.5205	1,481.17
	01/29/2024	HD Supply, Inc	Lab Supplies	401-0533-533.5205	166.28
	02/02/2024	HD Supply, Inc	PH Probe to replace broken ...	401-0533-533.5205	329.50
			Vendor HD Supply, Inc Total:		1,976.95
Vendor: Hyatt Regency Coconut Pier Resort & Spa					
	02/05/2024	Hyatt Regency Coconut Pier ...	B.Bean 8.4.24-8.9.24	001-0521-521.4000	825.00
			Vendor Hyatt Regency Coconut Pier Resort & Spa Total:		825.00
Vendor: Ixom Watercare Inc					
	12/21/2023	Ixom Watercare Inc	Flow Sensor Festo	401-0533-533.4640	2,192.44
			Vendor Ixom Watercare Inc Total:		2,192.44
Vendor: James London					
	01/30/2024	James London	Rental Refund	001-2201000	185.00
			Vendor James London Total:		185.00
Vendor: Leppo, Inc					
	02/06/2024	Leppo, Inc	Seal for Cylinders	001-0541-541.4640	120.71
			Vendor Leppo, Inc Total:		120.71
Vendor: Michael Leo Dove					
	02/07/2024	Michael Leo Dove	Services for 01.24.24 - 02.08....	118-0524-524.3401	2,490.00
			Vendor Michael Leo Dove Total:		2,490.00
Vendor: Municipal Emergency Services, Inc					
	01/26/2024	Municipal Emergency Service...	Sam Browne Duty Belt Chief ...	001-0521-521.5220	67.00
	02/05/2024	Municipal Emergency Service...	Softshell Short Jacket	001-0521-521.5220	128.50
	02/05/2024	Municipal Emergency Service...	Cargo Pants 34x30 / 38x34	001-0521-521.5220	316.62
			Vendor Municipal Emergency Services, Inc Total:		512.12
Vendor: New Directions					
	02/01/2024	New Directions	Quarterly 02/24-04/24	001-0511-511.2300	490.75
			Vendor New Directions Total:		490.75
Vendor: NextEra Energy Inc					
	01/31/2024	NextEra Energy Inc	02735-15254 Jan	001-0519-519.4300	51.60
	01/31/2024	NextEra Energy Inc	06115-0787 Jan	404-0535-535.4300	49.21
	02/06/2024	NextEra Energy Inc	01235-95431 Jan	001-0521-521.4300	13.04
	02/06/2024	NextEra Energy Inc	01408-42220 Jan	404-0535-535.4300	92.29
	02/06/2024	NextEra Energy Inc	04369-52212 Jan	404-0535-535.4300	29.72
	02/06/2024	NextEra Energy Inc	04799-99278 Jan	001-0519-519.4300	94.46
	02/06/2024	NextEra Energy Inc	05365-06116 Jan	404-0535-535.4300	32.85
	02/06/2024	NextEra Energy Inc	08857-07703 Jan	401-0533-533.4300	4,569.48
	02/06/2024	NextEra Energy Inc	09445-94365 Jan	404-0535-535.4300	28.21
	02/06/2024	NextEra Energy Inc	14322-90094 Jan	001-0572-572.4300	983.19
	02/06/2024	NextEra Energy Inc	14391-64359 Jan	001-0524-524.4300	121.89
	02/06/2024	NextEra Energy Inc	16239-97200 Jan	001-0541-541.4300	37.06
	02/06/2024	NextEra Energy Inc	16455-03937 Jan	001-0541-541.4300	430.60
	02/06/2024	NextEra Energy Inc	16525-04919 jan	404-0535-535.4300	8,121.29
	02/06/2024	NextEra Energy Inc	16885-09957 Jan	404-0535-535.4300	50.05
	02/06/2024	NextEra Energy Inc	19639-02331 Jan	001-0521-521.4300	13.04
	02/06/2024	NextEra Energy Inc	23515-07823 Jan	401-0533-533.4300	26.48
	02/06/2024	NextEra Energy Inc	24515-76322 Jan	001-0572-572.4300	336.18
	02/06/2024	NextEra Energy Inc	25840-57588 Jan	001-0541-541.4300	27.35
	02/06/2024	NextEra Energy Inc	26391-00821 Jan	404-0535-535.4300	34.94
	02/06/2024	NextEra Energy Inc	27076-01973 Jan	404-0535-535.4300	33.78
	02/06/2024	NextEra Energy Inc	27516-03917 Jan	404-0535-535.4300	123.62
	02/06/2024	NextEra Energy Inc	28635-95142 Jan	001-0572-572.4300	58.53
	02/06/2024	NextEra Energy Inc	29732-82177 Jan	001-0521-521.4300	13.04

Expense Approval Register

Packet: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/06/2024	NextEra Energy Inc	34080-03816 Jan	404-0535-535.4300	151.79
	02/06/2024	NextEra Energy Inc	37390-07957 Jan	001-0541-541.4300	3,599.64
	02/06/2024	NextEra Energy Inc	37400-05982 Jan	001-0541-541.4300	215.58
	02/06/2024	NextEra Energy Inc	38244-16469 Jan	404-0535-535.4300	269.55
	02/06/2024	NextEra Energy Inc	39472-13538 Jan	404-0535-535.4300	39.22
	02/06/2024	NextEra Energy Inc	46834-52215 Jan	404-0535-535.4300	30.41
	02/06/2024	NextEra Energy Inc	47533-10046 Jan	404-0535-535.4300	78.70
	02/06/2024	NextEra Energy Inc	48483-68421 Jan	001-0519-519.4300	84.33
	02/06/2024	NextEra Energy Inc	48784-38110 Jan	001-0519-519.4300	30.72
	02/06/2024	NextEra Energy Inc	50935-93118 Jan	001-0519-519.4300	83.73
	02/06/2024	NextEra Energy Inc	51926-14112 Jan	001-0519-519.4300	111.26
	02/06/2024	NextEra Energy Inc	56661-53118 Jan	001-0519-519.4300	70.04
	02/06/2024	NextEra Energy Inc	56811-06810 Jan	001-0541-541.4300	94.75
	02/06/2024	NextEra Energy Inc	56821-04848 Jan	001-0541-541.4300	30.12
	02/06/2024	NextEra Energy Inc	56831-02874 Jan	001-0541-541.4300	90.41
	02/06/2024	NextEra Energy Inc	59268-64496 Jan	401-0533-533.4300	103.49
	02/06/2024	NextEra Energy Inc	60520-97182 Jan	001-0521-521.4300	13.04
	02/06/2024	NextEra Energy Inc	66101-01831 Jan	001-0572-572.4300	158.76
	02/06/2024	NextEra Energy Inc	66311-06884 Jan	001-0541-541.4300	35.98
	02/06/2024	NextEra Energy Inc	67305-62219 Jan	001-0541-541.4300	29.80
	02/06/2024	NextEra Energy Inc	67468-67586 Jan	001-0541-541.4300	27.35
	02/06/2024	NextEra Energy Inc	68117-21478 Jan	001-0521-521.4300	13.04
	02/06/2024	NextEra Energy Inc	69938-28117 Jan	001-0521-521.4300	30.72
	02/06/2024	NextEra Energy Inc	76171-09884 Jan	404-0535-535.4300	112.29
	02/06/2024	NextEra Energy Inc	79034-46115 Jan	001-0521-521.4300	13.04
	02/06/2024	NextEra Energy Inc	82864-01883 Jan	404-0535-535.4300	56.90
	02/06/2024	NextEra Energy Inc	90810-48119 Jan	404-0535-535.4300	29.80
	02/06/2024	NextEra Energy Inc	95527-02467 Jan	404-0535-535.4300	29.26
	02/06/2024	NextEra Energy Inc	99040-97517 Jan	001-0519-519.4300	122.98
	02/06/2024	NextEra Energy Inc	39472-13538 Feb	404-0535-535.4300	31.06
				Vendor NextEra Energy Inc	Total: 21,159.66
Vendor: Nicholson A/C & Heating, Inc.					
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0541-541.4400	29.16
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0549-549.4400	29.17
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0572-572.4400	29.16
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	401-0533-533.4400	29.17
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	402-0534-534.4400	29.17
	12/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	404-0535-535.4400	29.17
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0541-541.4400	29.16
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0549-549.4400	29.17
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0572-572.4400	29.16
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	401-0533-533.4400	29.17
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	402-0534-534.4400	29.17
	02/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	404-0535-535.4400	29.17
				Vendor Nicholson A/C & Heating, Inc. Total:	350.00
Vendor: Pace Analytical Services, LLC					
	01/31/2024	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	135.00
				Vendor Pace Analytical Services, LLC Total:	135.00
Vendor: PC Construction Company					
	01/10/2024	PC Construction Company	WWTP Construction	404-0535-535.6200	326,978.00
				Vendor PC Construction Company Total:	326,978.00
Vendor: Power & Pumps Inc					
	12/12/2023	Power & Pumps Inc	Shinmaywa wear ring and o-r...	404-0535-535.5200	1,410.12
				Vendor Power & Pumps Inc Total:	1,410.12
Vendor: Preferred Governmental Insurance Trust					
	12/19/2023	Preferred Governmental Insu...	Credit 10.1.22-10.1.23	001-2182000	-599.00
	03/01/2024	Preferred Governmental Insu...	Agreement #WC FL1 0182002..	001-2182000	6,850.25
				Vendor Preferred Governmental Insurance Trust Total:	6,251.25

Expense Approval Register

Packet: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Rayco Funding & Development, Inc					
	01/26/2024	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,575.00
	02/04/2024	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,575.00
		Vendor Rayco Funding & Development, Inc			Total: 3,150.00
Vendor: Ring Power Corporation					
	01/29/2024	Ring Power Corporation	Hydraulic Filter for 731	001-0541-541.4640	150.41
		Vendor Ring Power Corporation			Total: 150.41
Vendor: Robert C Little					
	12/08/2023	Robert C Little	JB King Additional Electrical ...	001-0572-572.4600	186.70
		Vendor Robert C Little Total:			186.70
Vendor: Rush Truck Centers of Florida Inc					
	02/06/2024	Rush Truck Centers of Florida...	Rush Truck Centers	402-0534-534.5200	2,828.50
		Vendor Rush Truck Centers of Florida Inc Total:			2,828.50
Vendor: SHI International Corp					
	02/01/2024	SHI International Corp	Veeam Data Platform Founda..	001-0516-516.5230	1,318.07
	02/01/2024	SHI International Corp	Veeam Backup for Microsoft ...	001-0516-516.5230	16.80
	02/01/2024	SHI International Corp	Veeam Backup for Microsoft ...	001-0516-516.5230	1,211.40
		Vendor SHI International Corp			Total: 2,546.27
Vendor: Staples, Inc					
	01/29/2024	Staples, Inc	Disinfectant spray, copy paper	001-0521-521.5100	84.01
	02/05/2024	Staples, Inc	Ink, Mailing Labels, Laminati...	001-0521-521.5100	123.36
	02/06/2024	Staples, Inc	Post-It, File Folders	001-0521-521.5100	28.78
		Vendor Staples, Inc Total:			236.15
Vendor: Terry Taylor Ford Company					
	01/25/2024	Terry Taylor Ford Company	Oil Change Vehicle 2006	001-0521-521.4620	49.99
	02/06/2024	Terry Taylor Ford Company	Oil Change unit 2006	001-0521-521.4620	50.00
		Vendor Terry Taylor Ford Company Total:			99.99
Vendor: Thompson Pump and Manufacturing Company Inc					
	01/17/2024	Thompson Pump and Manuf...	New Hoses	404-0535-535.4640	2,078.26
	01/22/2024	Thompson Pump and Manuf...	Attachements needed for ho...	404-0535-535.5200	28.54
		Vendor Thompson Pump and Manufacturing Company Inc Total:			2,106.80
Vendor: Traffic Supplies & Distribution LLC					
	01/10/2024	Traffic Supplies & Distributio...	Replace Stolen Cones from Pl...	001-0541-541.5200	686.00
		Vendor Traffic Supplies & Distribution LLC Total:			686.00
Vendor: Tyler Business Forms					
	12/15/2023	Tyler Business Forms	1099, 1095, W-2s for 2023	001-0513-513.5100	475.65
		Vendor Tyler Business Forms Total:			475.65
Vendor: UniFirst Corporation					
	01/17/2024	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	01/31/2024	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
		Vendor UniFirst Corporation Total:			23.84
Vendor: University of Central Florida					
	02/08/2024	University of Central Florida	Training Peer Support	001-0521-521.5500	300.00
		Vendor University of Central Florida Total:			300.00
Vendor: USA Services of Florida Inc					
	01/31/2024	USA Services of Florida Inc	Street Sweeping Jan 2024	001-0538-538.3400	1,300.00
		Vendor USA Services of Florida Inc Total:			1,300.00
Vendor: Verizon Connect Telo Inc.					
	01/01/2024	Verizon Connect Telo Inc.	Services for01.01.24-01.31.24	001-0541-541.4100	76.40
	01/01/2024	Verizon Connect Telo Inc.	Services for01.01.24-01.31.24	001-0572-572.4100	57.30
	01/01/2024	Verizon Connect Telo Inc.	Services for01.01.24-01.31.24	401-0533-533.4100	76.40
	01/01/2024	Verizon Connect Telo Inc.	Services for01.01.24-01.31.24	402-0534-534.4100	190.50
	01/01/2024	Verizon Connect Telo Inc.	Services for01.01.24-01.31.24	404-0535-535.4100	76.40
	02/01/2024	Verizon Connect Telo Inc.	Services for 02.01.24-02.29.24	001-0541-541.4100	76.40
	02/01/2024	Verizon Connect Telo Inc.	Services for 02.01.24-02.29.24	001-0572-572.4100	57.30
	02/01/2024	Verizon Connect Telo Inc.	Services for 02.01.24-02.29.24	401-0533-533.4100	76.40

Expense Approval Register

Packet: APPKT08343 - 02.26.24 Warrant Payment

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/01/2024	Verizon Connect Telo Inc.	Services for 02.01.24-02.29.24	402-0534-534.4100	209.60
	02/01/2024	Verizon Connect Telo Inc.	Services for 02.01.24-02.29.24	404-0535-535.4100	76.40
		Vendor Verizon Connect Telo Inc. Total:			973.10
Vendor: W.W. Grainger, Inc.					
	12/28/2023	W.W. Grainger, Inc.	Penetrating Oil,Anti-seize W...	401-0533-533.5265	47.87
		Vendor W.W. Grainger, Inc. Total:			47.87
Vendor: Waste Pro Ormond Beach Transfer Station					
	11/30/2023	Waste Pro Ormond Beach Tr...	Hauling of Biosolids	404-0535-535.3400	1,575.00
		Vendor Waste Pro Ormond Beach Transfer Station			Total: 1,575.00
Vendor: WB Mason					
	01/19/2024	WB Mason	Pallet of Water for Plants/Fie...	401-0533-533.5205	193.75
	01/19/2024	WB Mason	Pallet of Water for Plants/Fie...	404-0535-535.5200	193.75
		Vendor WB Mason Total:			387.50
		Grand Total:			560,691.53

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	54,220.54
118 - BUILDING DEPT FUND	4,362.50
401 - WATER	12,604.49
402 - SOLID WASTE	8,853.48
404 - SEWER	480,650.52
Grand Total:	560,691.53

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.2300	Medical/Dental/Life Exp.	490.75
001-0511-511.8200	Contributions - Legislative	10,000.00
001-0512-512.4100	Communications Expense	400.00
001-0513-513.5100	Office Supplies Expense	475.65
001-0516-516.5230	Software	2,546.27
001-0519-519.4300	Utilities	649.12
001-0521-521.3400	Other Contract Services	23.84
001-0521-521.4000	Travel / Per Diem	825.00
001-0521-521.4300	Utility - Public Services	108.96
001-0521-521.4620	Repair / Maint - Vehicles	520.71
001-0521-521.5100	Office Supplies Expenses	260.90
001-0521-521.5200	Operating Supplies	17.59
001-0521-521.5220	Uniforms Exp	1,124.28
001-0521-521.5500	Training	800.00
001-0524-524.4300	Utility - Public Services	121.89
001-0538-538.3400	Other Contract Services	1,925.46
001-0538-538.4600	Repairs/Maint. - Services	5,044.00
001-0541-541.4100	Communications Expense	152.80
001-0541-541.4300	Utility - Public Services	4,618.64
001-0541-541.4400	Rental / Lease Expense	58.32
001-0541-541.4640	Equipment Repair & Mai...	1,418.67
001-0541-541.5200	Operating Supplies	686.00
001-0549-549.4400	Rentals & Leases	58.34
001-0562-562.3402	Humane Society Contract	2,240.70
001-0572-572.4100	Communications Expense	114.60
001-0572-572.4300	Utility - Public Services	12,856.78
001-0572-572.4400	Rental / Lease Expense	58.32
001-0572-572.4600	Repair / Maint - Service	186.70
001-2182000	WC Payable	6,251.25
001-2201000	Deposits Paybl - CtyHall/...	185.00
118-0524-524.3401	Bldg/Fire Inspection Exp...	4,362.50
401-0533-533.3111	Professional Services Ex...	2,964.91
401-0533-533.3401	Other Contract Services	135.00
401-0533-533.4100	Communications Expense	152.80
401-0533-533.4300	Utility - Public Services	4,699.45
401-0533-533.4400	Rental / Lease Expense	58.34
401-0533-533.4640	Repair / Maint - Equipm...	2,192.44
401-0533-533.5205	Operating Supplies Exp -...	2,278.68
401-0533-533.5220	Uniforms Exp	75.00
401-0533-533.5265	Tools	47.87
402-0534-534.3400	Other Contract Services -...	4,993.93
402-0534-534.4100	Communications - Solid...	400.10
402-0534-534.4400	Rental/Lease - Solid Was...	58.34
402-0534-534.4620	Repair/Maint Vehicles - ...	572.61
402-0534-534.5200	Operating Supplies	2,828.50
404-0535-535.3400	Other Contractual Servic...	6,261.19
404-0535-535.4100	Communications	152.80
404-0535-535.4300	Utilities	9,424.94
404-0535-535.4400	Rentals/Leases	58.34
404-0535-535.4640	Repairs & Maint. - Equi...	2,336.64

Account Summary

Account Number	Account Name	Expense Amount
404-0535-535.5200	Operating Supplies	4,344.86
404-0535-535.5220	Uniforms	75.00
404-0535-535.5500	Training	200.00
404-0535-535.6200	Buildings	457,796.75
Grand Total:		560,691.53

Project Account Summary

Project Account Key	Expense Amount
None	102,894.78
Water Treatment Plan Construction	457,796.75
Grand Total:	560,691.53



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes (corrected at request of a Commissioner)

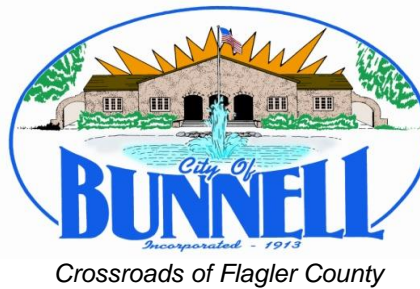
Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, February 12, 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 7:01 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; Infrastructure Director Dustin Vost; IT Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Vice Mayor led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Teen Dating Violence Awareness Month

Mayor Robinson read the proclamation into the record. Tannya Harper, Sexual Assault Advocate with Family Life Center, accepted the proclamation and discussed dating violence.

C. Consent Agenda:

C.1. Approval of Warrant

a. February 12, 2024 Warrant

C.2. Approval of Minutes

a. January 22, 2024 City Commission Meeting Minutes

b. January 26, 2024 City Commission Workshop Minutes- Commission Advance

C.3. Request approval of Amendment No 1 to Agreement #22DB-OP-04-28-02-N09 with Florida Commerce for the CDBG Hymon Circle Stormwater Drainage Project

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Daisy Henry – (East Drain Street) stated she enjoyed the part of Commission Workshop she was able to attend. She spoke with Code Enforcement about stray dogs in her neighborhood. She reported Motown Madness tickets will be on sale and she will announce the date at a future Commission Meeting.

City Manager Jackson recognized Bunnell Boy Scout Troop 400 in the audience to observe the meeting.

E. Ordinances: (Legislative):

E.1. Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - First Reading

Attorney Waters read the short title into the record. City Manager Jackson stated this was the location for the new City Hall and Police Department Complex.

Motion: Approve Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - First Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.2. Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - First Reading

Attorney Waters read the short title into the record.

Motion: Approve Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Young

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.3. Ordinance 2024-05 Amending the Capital Improvements Plan – First Reading

Attorney Waters read the short title into record.

Motion: Amend the Capital Improvement Plan – First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2024-01 Adopting Amended Bunnell Community Redevelopment Agency (CRA) Plan.

Attorney Waters read the short title into the record.

Motion: Adopt amended Bunnell Community Redevelopment Agency (CRA) Plan.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

G. Old Business: None

H. New Business:

H.1. Request Approval of Contract 2024-03 with the Collage Companies for Phase 1 Restoration of the Historic Bunnell Coquina City Hall

City Manager Jackson presented the item to the Board.

Motion: Approve Contract 2024-03 with the Collage Companies for Phase 1 Restoration of the Historic Bunnell Coquina City Hall

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: Daisy Henry stated she was glad to see the restoration of the Coquina City Hall moving forward. She reported people had been asking her about the progress and she will take the answers back to the public.

Vote: Motion carried unanimously

H.2. Request Approval to Piggyback Municipal Agreements with Hawkins (Dumont) Chemicals for Bulk Chemicals

Infrastructure Director Vost explained the item. The City will be piggybacking with the following municipalities for various bulk chemical purchases: Palm Coast, Deltona, West Palm Beach, and Panama City Beach.

Motion: Approve to Piggyback Municipal Agreements with Hawkins (Dumont) Chemicals for Bulk Chemicals

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.3. * Hearing Regarding Dangerous Dog Determination: Ryan and Nikki Pennella

Attorney Waters advised the Commission on the Florida Statutes 767.11 and 767.12. refer to dangerous dog determination. All persons giving testimony in the hearing were sworn in; Ashley Ellis, victim, was not present.

Katie Share, Animal Control Offices for Flagler Animal Service stated she was contacted by the Bunnell PD about a dog bite in Grand Reserve on October 29, 2023. The victim and owner of the dog were asked to provide written statements. Photos, witness statements and police statements were provided in the agenda.

Mayor Robinson questioned if the victim was a resident in the home or a visitor and if the dog was tied with a rope or chain. Commissioner Young asked to see photos of the victim's wounds. Commissioner Schultz asked was the dog tethered outside and if there was a fence on the property.

Ryan Pennella, the dog's owner, stated the events of that day were told to him by his wife. He stated they tried to contact Ms. Ellis to pay any medical bills; she did not answer or return the calls. He stated the dog is an emotional support for his wife.

Commissioner Schultz stated many points made by Mr. Pennella were irrelevant to this hearing. She said this is the 3rd incident of bites by this dog. Commissioner Young stated he would go with the expert's advice. Vice Mayor Rogers agreed it is best to base the decision on the expert's advice.

Officer Coury, Bunnell Police Department, reported a meeting with Ms. Ellis after the incident occurred. He stated he had been on several calls to this residence and the dog lunges aggressively at the door.

Mayor Robinson asked what the ramifications are if the dog is found to be a dangerous dog. Animal Control Officer Share stated the dog would have to be registered every year, be microchipped, cannot be outside unattended and must wear a muzzle if outdoors. Commissioner Young said he was glad to know there were options for the dog.

Motion: Determine the dog meets the definition of a dangerous dog and the uphold the determination of the Flagler County Humane Society/Animal Control Division.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: Vice Mayor Rogers said he was glad there was a provision so the dog could live in the home.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk –** Reminded City Manager to set a CRA meeting date.
- **Police Chief –** Reported the January statistics for the department. He announced the department is fully staffed with the hiring of two new officers.
- **City Attorney- None**
- **City Manager-** Stated the CRA Meeting will be set for the next quarter. He reported on the economic growth in the City of Bunnell regarding industrial properties, commercial properties and tangible taxes.
- **Mayor and City Commissioners–**
 - **Commissioner Gordon-** Reported the Historical Society had received several donations. She attended Donnie Brocks service on Saturday.
 - **Commissioner Young –** Stated he has a fire extinguisher he needs to take to the Historical Society. He asked the Boy Scout Troop if they would like a picture with the Commission.
 - **Commissioner Schultz –** Stated she attended Donnie Brocks' Wake on Friday. She attended a fund-raising meeting with The Family Life Center. She gave an update on the Italian Festival.

- o **Vice Mayor Rogers** – None
- o **Mayor Robinson** – None

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 10/25/2023 Amount:
Department: City Manager Account #:
Subject: Approval of Business Incentive Development Agreement for Project Calder
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Business Incentive Development Agreement	Exhibit

Summary/Highlights:

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

Background:

Project Calder, Romar International Irrigation CO LLC, has submitted an application requesting a Business Incentive Grant for a new building.

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

The estimated capital investment is 4,720,000.00. The applicant scored 21 points under the New Business Category. This category is eligible 75% of four-year incentive.

Staff Recommendation:

Staff recommends approval of this Business Incentive Development Agreement.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend Approval of this Business Incentive Development Agreement.

City Manager Review/Recommendation:

Approved.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(Project Calder)**

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

RECITALS

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

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

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

WHEREAS, Grant Recipient will be constructing a new building with approximately 55,000 Sq Ft square feet on property located at 452 Ninth St, within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will create 2 new jobs and 6 existing at an average wage of \$68,000; and

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

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

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

SECTION 1. Effect of Recital

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

SECTION 2. Project Details.

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

SECTION 3. Duration.

This Agreement shall be effective from the 1st day of February 2024 until the 30th day of April 2030 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

SECTION 4. Definitions.

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

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

Grant Recipient represents that it will initially provide 8 full-time equivalent jobs and 6 existing and 2 new in the City of Bunnell in 2023. Grant Recipient's representation of the number of retained and new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

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

Grant Recipient further represents that it will provide wages at an average of at least \$68,000 in the aggregate for the new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

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

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

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

SECTION 8. Authority of the Board to Review Records.

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

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

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

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

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

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

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

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

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

Sections 5, 6, 8 or 10 above.

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

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

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

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

SECTION 12. Notice Regarding Grant Payments

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

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

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

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

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

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$16,143.21. A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of -\$207,538.00 Real Estate PID 1012304990000000070/\$0 Tangible Personal.

Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$113,002.50. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

SECTION 14. Notices.

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

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

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

James Calder
JMC Star Properties LLC.
195 County Road 335
Bunnell, FL 32110

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

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

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

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

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

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

SECTION 16. Amendments to this Agreement.

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

SECTION 17. Termination.

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

Section 18. Assignment.

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

SECTION 19. Public Records.

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

SECTION 20. Captions.

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

SECTION 21. Severability.

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

SECTION 22. Authority to Execute.

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

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

James Calder
Romar International Irrigation CO LLC.

Signature of Witness # 1
Print Name: _____

By: [Signature]
Print Name: James Calder
Title: owner
Date: 2/1/24

Signature of Witness #2
Print Name: _____

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of X physical presence or _____ on line notarization this 1 day of Feb 2024, by James Calder, who is the owner of Romar International Irrigation CO LLC, and personally known to me or who has produced Driver license as identification and who _____ did not (_____ did) take an oath.

(NOTARY SEAL)

[Signature]
Signature of Notary
Christine Lynn Hancock
Print or type name

ATTEST:

CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON, Mayor
Date: _____

Approved as to Form and Legality:

WADE C. VOSE, City Attorney

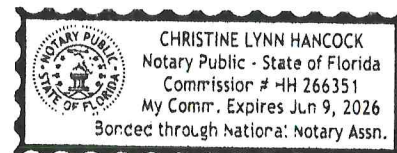


EXHIBIT A APPLICATION
[to be attached]

EXHIBIT B
NEW JOB PHASING SCHEDULE

6 Existing Jobs - 2025
2 New Jobs - 2025

EXHIBIT C

Grant Calculations

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Project Romar

Calculations based on City

Category: New Business

POINTS AWARDED

Target Industry: Irrigation Equipment Wholesale	2
Capital Investment: \$ 4,765,000.00	4
Facility Size: 55,000 (55,000 new)	3
Job Creation: 2 new 6 existing	1
Wages: Average wage \$68,000	4
CRA	2
City Resident:	0
Proximity to Utilities:	5
Total Points	21

The applicant scored 21 points under the New Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$113,002.50 to be paid out over 7 years in the amount of \$16,143.21 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$4,720,000.00
Multiplied by City Millage rate	0.00793
Annual Ad Valorem Tax (general city portion)	\$37,429.60
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$28,072.20
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$112,288.80

Total Estimated Value of New Tangible Assets	\$45,000.00
Multiplied by City Millage rate	0.00793
Annual new tangible business personal property tax (general city portion)	\$356.85
50% Annual new tangible business personal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	178.425
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$713.70

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$113,002.50
Rebate will consist of <u>7 annual</u> installments of:	\$16,143.21



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 2/1/2024 Amount:
Department: Engineering Account #:
Subject: Acceptance of the transfer of Ownership of the Flagler County Ditch
Easement Deed necessary for the Hymon Circle Project from the Flagler
County Board of County Commissioners to the City of Bunnell.
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Flagler County - Hymon Ditch Map	Cover Memo
Flagler County - Hymon Ditch Easement - Deed 1963	Cover Memo
Quit-Claim Deed to City of Bunnell - Release of Ditch Easement Deed 010824	Cover Memo
Flagler County - Hymon Ditch Easement Acceptance	Cover Memo

Summary/Highlights:

This is a request from the Flagler County Board of County Commissioners for the City of Bunnell to take ownership of the main drainage ditch running from E. Short St. and Hymon Circle south along US1 to the City's MS4 outfall at Black Branch Creek.

Background:

The City's infrastructure Department has been awarded Grant funds to complete a Drainage Project for the Hymon Circle Community.

This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project is the clearing of the main drainage ditch running from E. Short St. and Hymon Circle south along US1 to the City's MS4 outfall at Black Branch Creek.

During the required stormwater permitting process with the St. Johns River Water Management District (SJRWMD) discovered the main Hymon Circle drainage ditch is located within a Ditch Easement which was deeded to Flagler County in 1963. Therefore, the SJRWMD has asked the City obtain documentation from Flagler County stating the City has the right to work within the

County's drainage easement. Since this Ditch primarily collects City Stormwater, Flagler County preferred to quit claim deed the Ditch Easement to the City for our future use, maintenance, and access.

Having ownership of this easement with the licensed right to excavate, construct and maintain drainage ditches and drains upon and through the described lands is critical to maintaining the future continued use of this necessary stormwater facility within our City.

On January 08, 2024, Flagler County Board of County Commissioners kindly approved the **Quit-Claim and Release of the Ditch Easement Deed to the City of Bunnell** as necessary to support the City's Hyman Circle drainage project.

Staff Recommendation:

Per the Commission

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

Location of Ditch Easement



DITCH EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that L. E. WADSWORTH and wife, ANGELA WADSWORTH, as Grantors, in consideration of One Dollar and other valuable considerations to them in hand paid, receipt whereof is acknowledged, do hereby grant and convey unto FLAGLER COUNTY, as Grantee, and its assigns, the easement, license and right to excavate, construct and maintain drainage ditches and drains, upon and through the following described lands situate in Flagler County, Florida,

FLAGLER COUNTY, FLORIDA No. 1516
This instrument filed and recorded
4th day of April, 1963, in Book
9 of Official Records on page 134
Record verified E. A. SIMPSON
By *[Signature]* CLERK OF CIRCUIT COURT

to-wit: A strip of land 30 feet in width, measured 15 feet on each side of and at right angles to the following described center line: Beginning at a point at the intersection of South Church Street and Marion Street across Tracts 14 and 15, Block B, Section 14, southerly down Buena Vista Street, or the West edge of Blocks P, Q, and U, Lake Terrace Subdivision, then Southerly across Tracts 14, 15, 16, 17 and 27, Block C, Section 14, and across NW¹/₄ of NE¹/₄, Section 23, to the run of Black Branch, all in Township 12 South, Range 30 East, Flagler County, Florida.

TO HAVE AND TO HOLD the same unto said Grantee and its assigns, together with immunity unto said grantee from all claims for damage to Grantor's contiguous land, if any, arising from or growing out of such construction and/or maintenance aforesaid.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 29th day of March, A. D. 1963.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
L. E. Wadsworth

[Signature] (SEAL)
Angela Wadsworth

STATE OF FLORIDA
COUNTY OF FLAGLER

Before me personally appeared L. E. Wadsworth and wife, Angela Wadsworth, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1963.



[Signature]
Notary Public, State of Florida
My commission Expires
Notary Public, State of Florida at large.
My Commission Expires March 26, 1964

Prepared by and Return to:
County Attorney's Office
Flagler County Board of County
Commissioners
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made and executed this 8 day of January 2024 by FLAGLER COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Bldg. 2, Bunnell, Florida 32110, hereinafter called the "Grantor," to CITY OF BUNNELL, FLORIDA, CITY COMMISSION, a chartered municipal corporation of the State of Florida, whose address is 604 E. Moody Blvd., Unit 6, Bunnell, Florida 32110, hereinafter called the "Grantee":

[Wherever used herein, the terms "Grantor and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.]

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to certain real property located in Flagler County, Florida, and more particularly described as follows:

A strip of land 30 feet in width, measured 15 feet on each side of and at right angles to the following described center line: Beginning at a point at the intersection of South Church Street and Marion Street across Tracts 14 and 15, Block B, Section 14, southerly down Buena Vista Street, or the West edge of Blocks P, Q, and U, Lake Terrace Subdivision, then Southerly across Tracts 14, 15, 16, 17 and 27, Block C, Section 14, and across NW1/4 of NE1/4, Section 23, to the run of Black Branch, all in Township 12 South, Range 30 East, Flagler County, Florida.

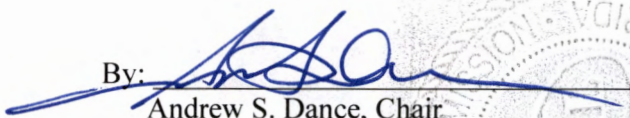
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity.

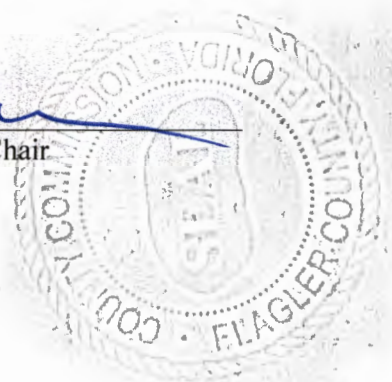
NOTE that this Quit Claim Deed is being prepared at the Grantee's request without the benefit of a title search or title examination. No title opinion, title insurance, or title assurances have been requested or given in connection with the preparation of this Deed.

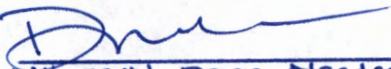
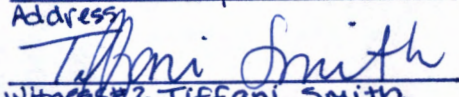
SIGNATURES AND NOTARY ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

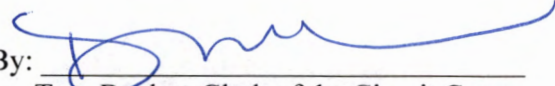
FLAGLER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS,
a Political Subdivision of the State of Florida

By: 
Andrew S. Dance, Chair




Witness #1 Dana Macdonald
1769 E. Moody Blvd Bunnell, FL 32110
Address

Witness #2 Tiffani Smith
1769 E. Moody Blvd Bunnell FL 32110
Address

ATTEST:

By: 
Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

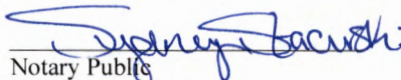
By: Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2023.12.28 09:08:09 -05'00'
Sean S. Moylan, Deputy County Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

This document was acknowledged before me by means of physical presence, this 8 day of January 2024, by Andrew S. Dance, as Chair of the Flagler County Board of County Commissioners, who is personally known to me.

(SEAL)




Notary Public

ACCEPTANCE

The real property conveyed by County Quit-Claim Deed, dated January 8, 2024 and recorded in Official Records Book 2838 on pages 1631 and 1632 of the public records of Flagler County, Florida was accepted for public use by the City of Bunnell, as authorized by action of the Bunnell City Commission at its meeting held on the _____ day of _____, 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm

Attest:

Kristen Bates, CMC, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 2/8/2024 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Renew the Connect Consulting, Inc. Mutual Consent Agreement #2022-04
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Mutual Consent Agreement 2022-04	Contract
Docusigned 3rd Renewal	Contract

Summary/Highlights:

Staff is seeking approval to amend Mutual Consent Agreement #2022-04 with Connect Consulting, Inc. for the final 1-year renewal term.

Background:

The City of Bunnell is in need of professional hydrogeological services to evaluate and repair wells and improve our infrastructure. The original contract was renewed by the City of Palm Coast for an additional year. Renewal of the piggyback agreement will allow favorable pricing for these professional services.

Staff Recommendation:

Approve the extension of the City of Palm Coast piggyback agreement with Connect Consulting for an additional year.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-04

**THIRD AMENDMENT TO LETTER AGREEMENT FOR
PROFESSIONAL HYDROGEOLOGICAL SERVICES
BETWEEN CONNECT CONSULTING, INC., AND
CITY OF BUNNELL, FLORIDA**

THIS THIRD AMENDMENT is made on this 26th date of February, 2024, to that certain Letter Agreement ("Agreement") entered into by and between Connect Consulting, Inc., a Florida corporation, ("Contractor"), 261 N. Lakeview Drive, Lake Helen, Florida 32744 and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Bunnell, Florida 32110.

WHEREAS, Contractor executed Master Services Agreement Contract No. RFSQ-CD-20-31 ("Contract No. RFSQ-CD-20-31") with the City of Palm Coast, Florida effective on February 21, 2020; and

WHEREAS, the City of Palm Coast is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of professional hydrogeological services similar to the services Contractor is providing to the City of Palm Coast, which would allow the City of Bunnell to evaluate and repair wells, and improve our infrastructure; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of the City of Palm Coast's original Bid/RFP, a copy of the City of Palm Coast's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in Contract No. RFSQ-CD-20-31, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

WHEREAS, the Bunnell City Commission finds Contract No. RFSQ-CD-20-31 was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to “piggyback” on the competitive pricing provided to the City of Palm Coast in Contract No. RFSQ-CS-20-31; and 3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. RFSQ-CS-20-31; and

WHEREAS, the parties agreed and consented to “piggyback” on the rates/prices and terms and conditions in Contract No. RFSQ-CS-20-31, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, the current term of the City of Palm Coast agreement is set to expire on February 21, 2024; and

WHEREAS, due to Contractors past performance, the City desires to exercise the options to extend the term of the Agreement to the same expiration date of the City of Palm Coast agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Term. The term of the Agreement between the parties is hereby extended to February 21, 2025, by this Amendment.

3. Effective Date. This amendment shall be effective as of February 21, 2024.

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

CONNECT CONSULTING, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is

personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

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

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 26, 2024

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
Bid/Reference # RFSQ-CD-20-31
Contract Type: Master Services Agreement - Professional Services
Amendment/Renewal: 3rd (Final) Annual Renewal

Original Contract Date: 2/21/22 New End Date: 2/21/2025

Resolution # 2020-28 City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2024 | 5:50 AM PST

City Finance Helena Blues

Date: Jan 10, 2024 | 1:13 PM EST

City Attorney Amelia Ulmer

Date: Jan 9, 2024 | 3:52 PM EST

City Manager Denise Beran

Date: Jan 10, 2024 | 2:20 PM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2024. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2025. This is the final renewal. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,

Casey Suedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: Denise Bevan
DocuSigned by: B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2024 | 2:20 PM EST

CONNECT CONSULTING, INC.

By: David S. Robertson
DocuSigned by: 7530DA1F82F11C2...
(Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2024 | 3:48 PM EST



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
Bid/Reference # RFSQ-CD-20-31
Contract Type: Master Services Agreement - Professional Services
Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 New End Date: 2/21/2024

Resolution # 2020-28 City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2023 | 5:30 AM PST

City Finance Helena Alms

Date: Jan 9, 2023 | 3:55 PM EST

City Attorney Nancy Borkert

Date: Jan 9, 2023 | 12:09 PM EST

City Manager Denise Beman

Date: Jan 10, 2023 | 9:18 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com



160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Date: Jan 9, 2023 | 11:48 AM EST



palmcoastgov.com



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
Bid/Reference # RFSQ-CD-20-31
Contract Type: Master Services Agreement - Professional Services
Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 New End Date: 2/21/2023

Resolution # 2020-28 City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 3, 2022 | 4:48 AM PST

City Finance Helena Alves

Date: Jan 3, 2022 | 3:50 AM EST

City Attorney William Reischman

Date: Dec 30, 2021 | 10:38 AM ES

Denise Bevan

Interim City Manager Denise Bevan

Date: Jan 3, 2022 | 8:30 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F899DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

DocuSigned by:
By: David S. Robertson
753D2A (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST



please recycle

palmcoastgov.com



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
Bid/Reference # RFSQ-CD-20-31
Contract Type: Master Services Agreement - Professional Services

Contract Value \$ n/a

Resolution # 2020- 28

City Council Approval Date: 2/18/2020

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of
renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote
DocuSigned by: D9149C6987AB49F...

Date Feb 20, 2020 | 7:31 AM PST

City Finance Helena Alves
DocuSigned by: 400802670492...

Date Feb 20, 2020 | 12:49 PM ES

City Attorney William E. Reischman, Jr.
DocuSigned by: 4C1B97CCC19C46D...

Date Feb 20, 2020 | 10:01 AM ES

City Manager Matthew Morton
DocuSigned by: 28DF7AEB7692454...

Date Feb 21, 2020 | 7:17 AM EST



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.



Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator



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palmcoastgov.com



MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
 - E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
 - F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
 - G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
 - H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
 - I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.
- 2. COMPENSATION:**
- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

- C. **Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. **Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. **Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
- ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
- iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
- iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
- v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
- vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
- D. Conflict of Interest.**
- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
 - ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
 - iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- 12. CONTRACT DOCUMENTS.** The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
- 13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

- 15. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
David S. Robertson, P.G.
Connect Consulting, Inc.,
261 N. Lakeview Drive
Lake Helen, Florida 32744

- 19. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.
- 20. PUBLIC RECORDS LAW.**
 - A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
 - i. Keep and maintain all public records required by CITY to perform the Services herein; and
 - ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

- iii. 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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.**
- c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
- 21. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 22. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 23. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
(Authorized Corporate Officer)
793D2AFB2F1402...

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chosed one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chosed one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chosed one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chosed one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT:** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing P.O. Adjustment

EXHIBIT B

Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2019

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

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

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: abarga@hallandcompany.com														
INSURED Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Argonaut Insurance Company	19801	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1078739387

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		52SBMNL0852	9/28/2019	9/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																			
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GENERAL AGGREGATE	\$ 4,000,000																			
PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		52UECHA1233	9/28/2019	9/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		52SBMNL0852	9/28/2019	9/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																			
AGGREGATE	\$ 4,000,000																			
	\$																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	52WECPI3885	9/28/2019	9/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT		\$ 1,000,000																		
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																		
C	Professional Liab: Claims Made		121AE000181601	9/28/2019	9/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$2,000,000 Per Claim</td><td></td></tr> <tr><td>\$2,000,000 Aggregate</td><td></td></tr> </table>	\$2,000,000 Per Claim		\$2,000,000 Aggregate											
\$2,000,000 Per Claim																				
\$2,000,000 Aggregate																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured per the attached.

Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department Item Key	Stormwater & Engineering	Amount Account
Subject	RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS	
Background : **THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.** As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power. The current continuing hydrogeological service contract expires April 2020. In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc. The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.		
Recommended Action : ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS		

RESOLUTION 2020-____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

Firm	Points
Connect Consulting, Inc. Lake Helen, Florida	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

**Cc: Contract Coordinator, Project Manager, BPO Manager,
Financial Services Director, Department Director**

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



please recycle

palmcoastgov.com



RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		93.33 pts



Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the



		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	/ 100 pts	Pass/Fail	/ 25 pts	/ 40 pts	/ 35 pts
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

**RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

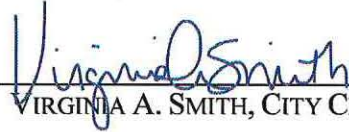
DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA



MILISSA HOLLAND, MAYOR

ATTEST:

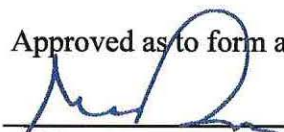


VIRGINIA A. SMITH, CITY CLERK



Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality



William E. Reischmann, Jr., Esq.
City Attorney



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 2/13/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-03 Requesting to change the Future Land Use Map in the Comprehensive Plan for 2.88+/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Organizational Excellence, Infrastructure

ATTACHMENTS:

Description	Type
Ordinance 2024-03 2400 Commerce Pkwy Future Land Use Amendment	Ordinance
Business Impact Estimate (Ord. 2024-03)	Exhibit

Summary/Highlights:

The City of Bunnell has requested a small-scale amendment to the 2035 Comprehensive Plan to amend the Future Land Use Map (FLUM) designation on a 2.88+/- acre property, owned by the City of Bunnell, from "Commercial-Medium (COM-M)" to the "Public (PUB)" Future Land Use designation.

There is a companion rezoning action (Ordinance 2024-04) to amend the official zoning map to change the zoning on the subject property from "B-1, Business District" to the "P, Public District" zoning designation.

This matter was last heard at the February 12, 2024 City Commission Meeting. At this meeting, the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this ordinance was advertised in the February 15, 2024 edition of the Palm Coast Observer.

Background:

The subject property was purchased by the City of Bunnell in July 2021. The City has been in the works of constructing a new City Administration and Police Department Complex. With the site plan nearing completion and construction preparing to start in early 2024, the last step for this Capital Improvement project would be to amend the Future Land use and Zoning to Public.

This map amendment is in accordance with FLU Objective 12, which established the Public Land Use Category. FLU Policy 12.1 describes the Public (PUB) Future Land Use designation as being intended to accommodate public and semi-public services including government administration buildings; public schools, essential public services and facilities, utilities, etc; Furthermore, under FLU Policy 12.2, the City shall initiate a land use amendment after purchase and/or development by the government entity. The Public (PUB) land use designation is unique where it can be isolated the midst of medium to high intensity uses and still have the ability to be compatible with the surrounding area.

This proposed Future Land Use Amendment will be consistent with the Goals, Objectives, and Policies of the 2035 Comprehensive Plan.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval to the City Commission for Ordinance 2024-03.

Staff Recommendation:

Adopt Ordinance 2024-03 Request to change the Future Land Use Map in the Comprehensive Plan for the subject property from "Commercial-Medium (COM-M)" to "Public (PUB)" Future Land Use designation. - Second Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR 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 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “COMMERCIAL-MEDIUM (COM-M)” TO “PUBLIC (PUB)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; 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 City of Bunnell owns the property subject to this ordinance located at 2400 Commerce Parkway and which land totals approximately 2.88± acres, and can further be identified by Tax Parcel Identification 11-12-30-2260-00000-0040 assigned by the Flagler County Property Appraiser’s Office; and

WHEREAS, The City of Bunnell has initiated a small-scale amendment to the Future Land Use Map of the Future Land Use Element in the Comprehensive Plan for the subject property from “Commercial-Medium (COM-M)” to “Public (PUB)” for the subject property totaling 2.88± acres and pursuant to the controlling provisions of state law and the *Code of Ordinances of the City of Bunnell*; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on January 4, 2024 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as petitioned by the City; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small-scale amendments, and which are related to proposed small-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 163.3187, *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 property as well as the recitals (whereas clauses) to this Ordinance.

(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 Element of the City of Bunnell 2035 *Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Public (PUB)" land use designation from the "Commercial-Medium (COM-M)" land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: LOT 4, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 36 AND 37, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TAX PARCEL IDENTIFICATION NUMBER: 11-12-30-2260-00000-0040

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 small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with the controlling State law.

First Reading: approved on this 12th day of February, 2024.

Second Reading/Final Reading: adopted on this 26th day of February 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

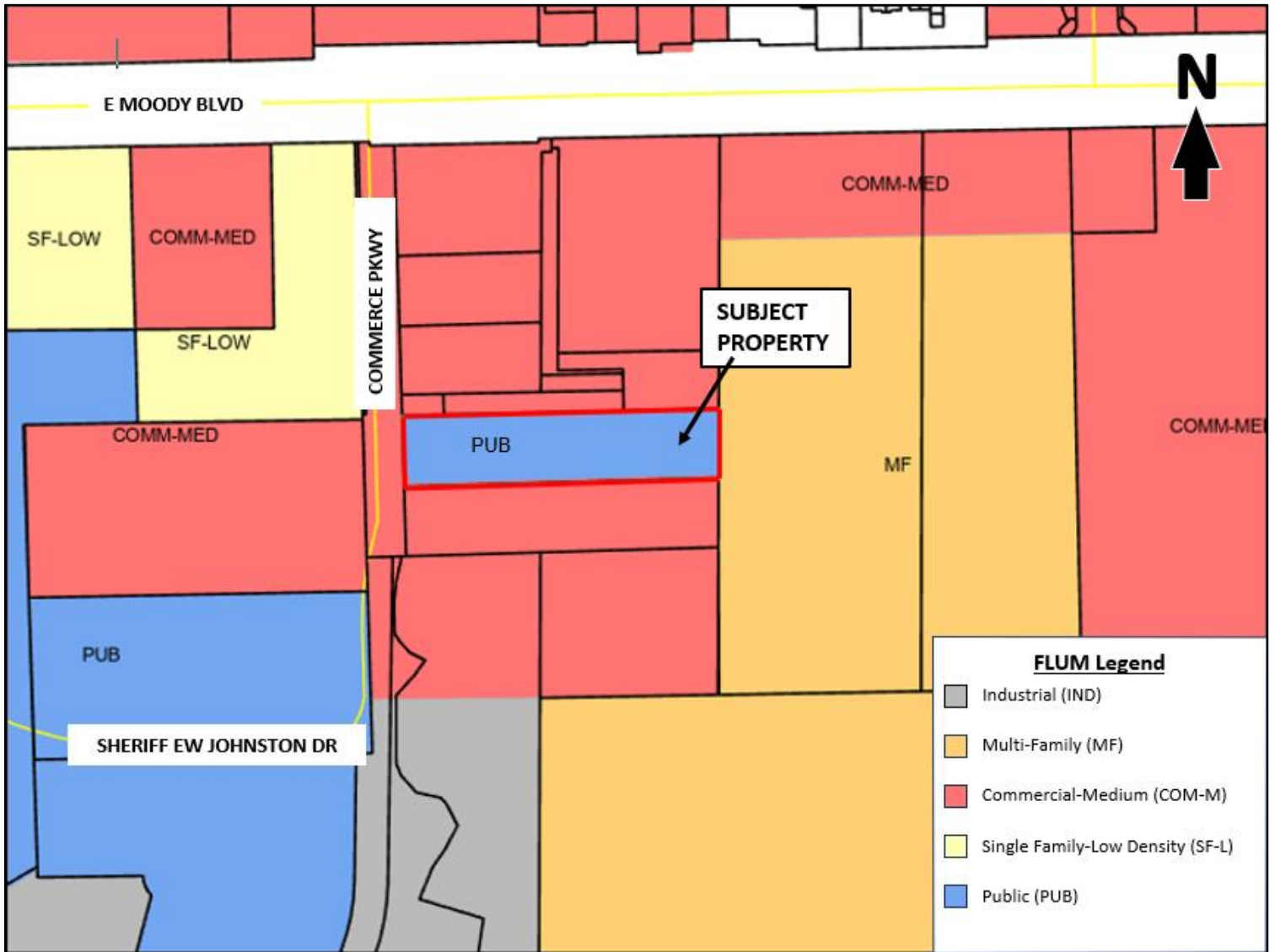
Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk

Exhibit "A"
Amended Future Land Use Map



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 2024-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR 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 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “COMMERCIAL-MEDIUM (COM-M)” TO “PUBLIC (PUB)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; 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 is an Ordinance to amend the Future Land Use designation for City-owned property to the Public Future Land Use designation.

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:**

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

- (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:**

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

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

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. E.2.

Document Date: 2/13/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-04 Request to change the Official Zoning Map for 2.88 +/- acres of land, owned by the City of Bunnell, located at 2400 Commerce Pkwy, from the "B-1, Business District" to the "P, Public District." - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Ordinance 2024-04 2400 Commerce Pkwy Rezoning	Ordinance
Business Impact Estimate (Ord. 2024-04)	Exhibit

Summary/Highlights:

The City of Bunnell has requested the rezoning of a 2.88+/- acre parcel, owned by the City of Bunnell, from the "B-1, Business District" to the "P, Public District" zoning designation.

There is a companion small-scale Future Land Use amendment request (Ordinance 2024-04) to amend the Future Land Use Map (FLUM) of the 2035 Comprehensive Plan from "Commercial-Medium (COM-M)" to "Public (PUB)" land use designation.

In accordance with local notification requirements, letters providing the notice of First Reading were mailed out on January 22, 2024, to adjacent property owners within 300 feet of the subject property within the City of Bunnell limits. Signs providing information of the public hearing were posted on the property on January 22, 2024.

This matter was last heard at the February 12, 2024 City Commission Meeting. At this meeting, the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this ordinance was advertised in the February 15, 2024 edition of the Palm Coast Observer.

Background:

The subject property was purchased by the City of Bunnell in July 2021. The City has been in the works of constructing a new City Administration and Police Department Complex. With the site plan nearing completion and construction preparing to start in early 2024, the last step for this

Capital Improvement project would be to amend the Future Land Use and Zoning to a Public designation.

The subject property is currently zoned as "B-1, Business District". This is currently the City's most intensive commercial zoning intended for mostly medium intensity uses including, but not limited to, restaurants, service establishments, retail stores, and car dealerships. This zoning is currently compatible with the current Future Land Use designation of Commercial-Medium.

The proposed zoning classification is the "P, Public District". The uses within this zoning district are restricted to those necessary or essential to the administration and operation of the City or County, including but not limited to, City Hall, County courthouse, and municipal utility facilities. The area regulations pertinent to this zoning are to be equal or similar to the adjacent districts with similar permissible uses and intensity to the proposed use within the Public District.

This proposed rezoning is in accordance with FLU Policy 12.2 which states the City shall initiate a land use amendment after purchase and/or development by the government entity. The companion Future Land Use amendment request is in compliance with this policy and per Section 163.3194(1)(b), Florida Statutes, this rezoning will be compliant with the proposed companion Future Land Use amendment.

This proposed rezoning is consistent with the Goals, Objectives, and Policies of the 2035 Comprehensive Plan and with the City's Land Development Code.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval for Ordinance 2024-04.

Staff Recommendation:

Adopt Ordinance 2024-04 Request to rezone the subject property from the B-1, Business District to the P, Public District. - Second Reading

City Attorney Review:

Approve

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “B-1, BUSINESS DISTRICT” TO “P, PUBLIC DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell owns the property subject to this ordinance located at 2400 Commerce Parkway and which land totals approximately 2.88± acres, and can further be identified by Tax Parcel Identification 11-12-30-2260-00000-0040 assigned by the Flagler County Property Appraiser’s Office; and

WHEREAS, The City of Bunnell has initiated the rezoning of the subject property, totaling 2.88± acres located at 2400 Commerce Parkway, to the “P, Public District” zoning classification from the existing “B-1, Business District” zoning classification, pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*; and

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

WHEREAS, on January 4, 2024 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

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

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

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

Section 1. Legislative Findings and Intent.

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

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

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in Exhibit "A" attached to this Ordinance, and totaling 2.88± acres in size, shall be rezoned to the "P, Public District" zoning classification from the existing "B-1, Business District" zoning classification;

LEGAL DESCRIPTION: LOT 4, FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 36 AND 37, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TAX PARCEL IDENTIFICATION NUMBER: 11-12-30-2260-00000-0040

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

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codificaiton.

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

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2024-03

First Reading: approved on this 12th day of February 2024

Second Reading/Final Reading: adopted on this 26th day of February 2024.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

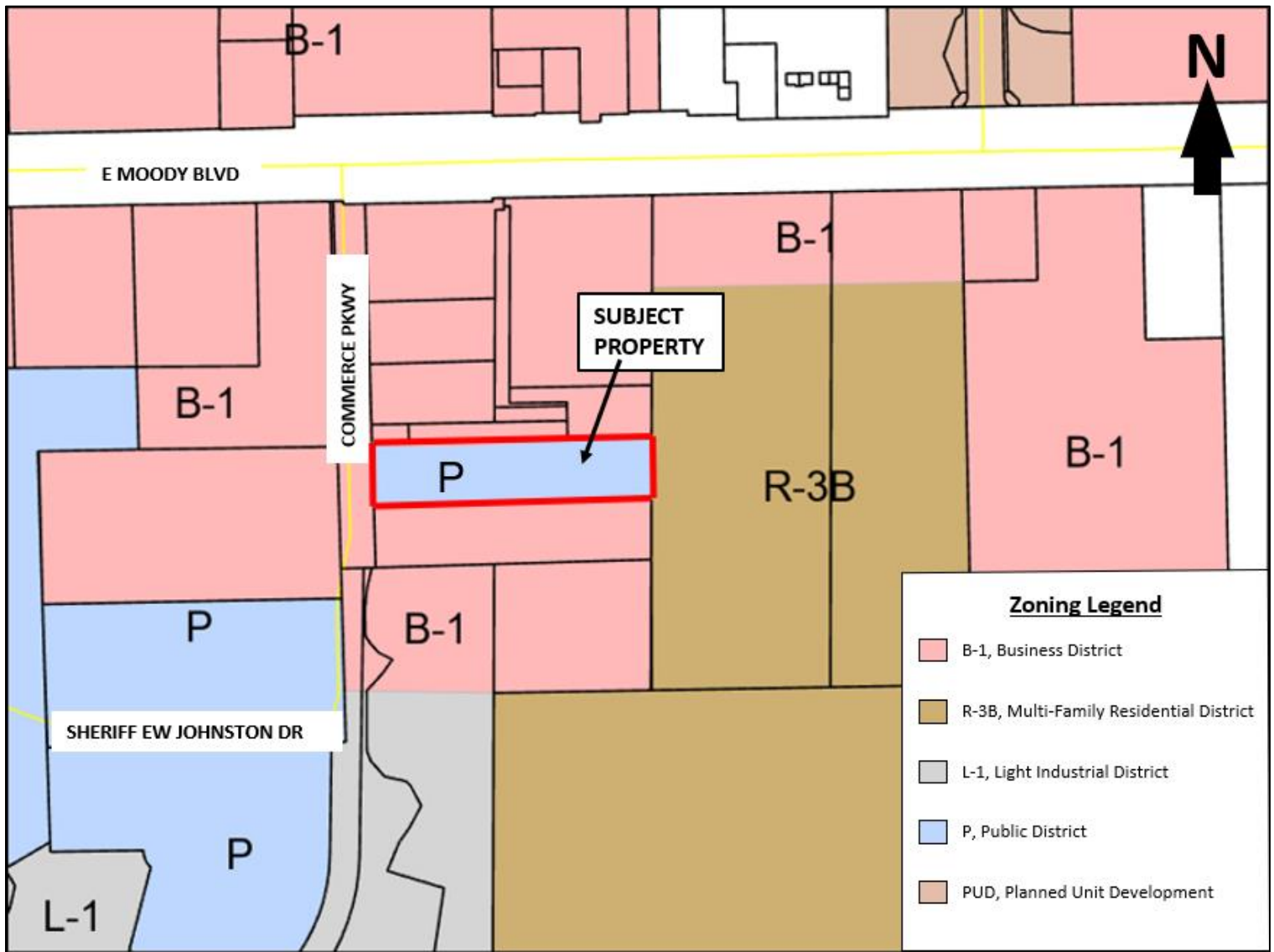
Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk

Exhibit "A"
Amended Zoning Map



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 2024-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 2.88± ACRES LOCATED AT 2400 COMMERCE PARKWAY IN THE CITY OF BUNNELL LIMITS FROM “B-1, BUSINESS DISTRICT” TO “P, PUBLIC DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

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 is an ordinance to rezone property that is owned by the City of Bunnell to the Public Zoning District.

- 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:**

--

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

--

- (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:**

--

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

--

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

--

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. E.3.

Document Date: 2/13/2024 Amount:
Department: Community Development Account #:
Subject: Ordinance 2024-05 Amending the Capital Improvements Plan. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Ordinance 2024-05 Capital Improvements Plan Amendment	Ordinance
Ordinance Exhibit "A" - CIP Schedule of Improvements	Exhibit
Ordinance Exhibit "B" - FCSD 5-Year District Facilities Work Plan	Exhibit
Ordinance Exhibit "C" - FCSD 5-Year Capital Improvements Plan	Exhibit
Business Impact Estimate (Ord. 2024-05)	Exhibit

Summary/Highlights:

This is a request to amend the City's Schedule of Improvements (SCI) in the Capital Improvement Element of the 2035 Comprehensive Plan.

This matter was last heard at the February 12, 2024 City Commission Meeting. At this meeting, the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this ordinance was advertised in the February 15, 2024 edition of the Palm Coast Observer.

Background:

This is the annual update of the Capital Improvement Element Schedule of the City of Bunnell 2035 Comprehensive Plan.

From Florida Statutes:

163.3177(3)(b), Florida Statutes, the City of Bunnell is required to review and amend its 5-Year Schedule of Capital Improvements on an annual basis. Amendments shall be based on capital outlay required to meet existing deficiencies and to maintain the adopted level of service standards planned for public facilities as identified and adopted within the Capital Improvements Element of the City of Bunnell's 2035 Comprehensive Plan.

Per CIE Policy 1.1.3 of the Capital Improvements Element of the 2035 Comprehensive Plan, a capital improvement shall be defined as a project or study that is self-contained, has a useful life of at least 10 years, and involves a cost of at least \$10,000.00.

The proposed ordinance updates the 5-year schedule for capital improvements, facility analysis and capital construction expenditures for the City and the Flagler County School District from FY23/24 through FY27/28 as defined in the 2035 Comprehensive Plan.

On January 4, 2024, the Planning, Zoning and Appeals Board made a recommendation of approval to the City Commission for Ordinance 2024-05.

Staff Recommendation:

Adopt Ordinance 2024-05 Amending the Capital Improvements Plan. - Second Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed for the Agenda

ORDINANCE 2024-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2035 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, The Flagler County School District 2023-2024 5-Year District Facilities Work Plan and 2023-2024 5-Year Capital Improvements Plan are attached as exhibits to this Ordinance and are hereby fully incorporated into the Schedule of Improvements (SCI) indicated in Exhibit "A"; and

WHEREAS, The Planning, Zoning and Appeals Board recommend approval of the amendment at the January 4th, 2024 meeting; and

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

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

Section 1. FINDINGS.

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

Section 2. CITY OF BUNNELL COMPREHENSIVE PLAN AMENDMENT.

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

Section 3. FLAGLER COUNTY SCHOOL DISTRICT.

The 2023-2024 5-Year District Facilities Work Plan for the Flagler County School District is indicated in Exhibit "B". The 2023-2024 5-Year Capital Improvements Plan for the Flagler County School District is indicated in Exhibit "C". Both Plans are hereby

incorporated into the City of Bunnell Schedule of Improvements (SCI) in the Capital Improvements Element of the 2035 Comprehensive Plan.

Section 4. CONFLICTING PROVISIONS.

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

Section 5. SEVERABILITY AND APPLICABILITY.

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

Section 6. EFFECTIVE DATE.

This Ordinance shall become effective upon its final adoption.

First Reading: approved on this 12th day of February 2024.

Second Reading: adopted on this 26th day of February 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, City Clerk, CMC

EXHIBIT A

EXHIBIT B

EXHIBIT C

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Infrastructure							
Water System CIP	Infrastructure Element Policy 4.1.4	\$392,341 <u>\$92,341</u>	\$98,796 <u>\$498,796</u>	\$97,568 <u>\$147,568</u>	\$146,352 <u>\$196,352</u>	<u>\$0</u>	Enterprise Fund
Water System R&R	Infrastructure Element Policy 4.1.4	\$0	\$0	\$0	\$0	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	\$100,00 <u>\$695,000</u>	\$0 <u>\$30,000</u>	\$0	\$0	<u>\$30,000</u>	Enterprise Fund
Water Treatment Plant CIP <u>Brackish Water RO Project</u>	Infrastructure Element Policy 4.1.4	\$500,000 <u>\$1,000,000</u>	\$0 <u>\$3,000,000</u>	\$0 <u>\$500,000</u>	\$0	<u>\$0</u>	REDI Grant <u>Legislative Appropriations LPA0481</u>
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$656,000 <u>\$238,000</u>	\$20,000 <u>\$190,000</u>	\$0 <u>\$50,000</u>	\$0 <u>\$50,000</u>	<u>\$0</u>	Enterprise Fund
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$0	\$500,000	\$0	\$0	<u>\$0</u>	REDI & HMGP Grant
<u>Sewer System CIP</u>	Infrastructure Element Policy 1.1.8	<u>\$0</u>	<u>\$548,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>Legislative Appropriations</u>
Subtotal (this page)		\$2,025,341	\$4,766,796	\$697,568	\$246,352	\$30,000	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$0	\$0	\$0	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$4,432,000 <u>\$6,648,000</u>	\$0 <u>\$4,432,000</u>	\$0	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$10,392,022 <u>\$5,664,009</u>	\$0 <u>\$8,496,013</u>	\$0	\$0	<u>\$0</u>	SRF <u>Loan</u> / <u>State Grant</u> / <u>ACOE</u> / <u>SJRWMD</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Policy 1.1.8</u>	<u>\$4,248,000</u>	<u>\$2,832,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>FL State Grant</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Policy 1.1.8</u>	<u>\$1,248,636</u>	<u>\$3,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>USACOE Grant</u>
<u>Wastewater Treatment Plant CIP</u>	<u>Infrastructure Element Polic 1.1.8</u>	<u>\$199,408</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>SJRWMD Cost Share</u>
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$800,400 <u>\$0</u>	\$4,535,600 <u>\$800,400</u>	\$0 <u>\$4,535,600</u>	<u>\$0</u>	Enterprise Fund
Subtotal (this page)		\$18,008,053	\$19,060,013	\$800,400	\$4,535,600	<u>\$0</u>	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$640,320 \$0	\$3,628,480 \$640,320	\$0 \$3,628,480	\$0	USDA / SRF
Stormwater CIP	Infrastructure Element Policy 3.1.1	\$0 \$115,000	\$0	\$0	\$0	\$0	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$0 \$50,000	\$0	\$0	\$0	\$0	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$0 \$688,000	\$0	\$0	\$0	\$0	CDBG
Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$650,000 \$0	\$500,000 \$0	\$500,000 \$650,000	\$500,000	\$500,000	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$600,000 \$250,000	\$200,000 \$250,000	\$0	\$0	\$0	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$200,000 \$279,315	\$1,250,000 \$279,315	\$300,000 \$0	\$0	\$0	Impact Fees for Sewer Infrastructure Construction
Subtotal (this page)		\$1,353,000	\$529,315	\$1,819,635	\$4,128,480	\$500,000	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$200,000 <u>\$599,000</u>	\$1,250,000 <u>\$599,000</u>	\$300,000 <u>\$0</u>	\$0	<u>\$0</u>	Impact Fees for Water Infrastructure Construction
Fiber Optic CIP	N/A	\$30,000	\$30,000	\$30,000	\$0 <u>\$30,000</u>	<u>\$0</u>	General Fund
<u>Video Surveillance & ALPR Cameras CIP</u>	<u>N/A</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$70,000</u>	<u>\$0</u>	<u>General Fund</u>
Parks and Recreation							
JB King Concession Stand Upgrade	ROS Objective 1.1 Level of Service Standards for Parks	\$0 <u>\$14,000</u>	\$0	\$0	\$0	<u>\$0</u>	General Fund
City Facility/Buildings							
Design Build – New City Hall	N/A	\$542,654 <u>\$186,828</u>	\$0	\$0	\$0	<u>\$0</u>	General Fund
Build New City Hall – 2400 Commerce Parkway	N/A	\$3,949,222 <u>\$4,939,459</u>	\$3,949,222 <u>\$4,939,459</u>	\$0	\$0	<u>\$0</u>	General Fund
Subtotal (this page)		\$5,839,287	\$5,638,459	\$100,000	\$100,000	\$0	

Exhibit “A”

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element
Annual CIP Schedule Amendment Adopted with Ordinance 2024-XX

Schedule of Capital Improvements, FY2023-2028

	Policy/ Plan Implementation	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Proposed funding in:
Historic Coquina Hall Reconstruction Phase 1	FLU Goal 3 Historic Resources	\$0 <u>\$500,000</u>	\$0	\$0	\$0	\$0	Special Category Grant
Historic Coquina Hall Reconstruction Phase 2	FLU Goal 3 Historic Resources	<u>\$100,000</u>	<u>\$770,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>FY23/24 Appropriations</u>
Public Schools							
<u>23/24 5-year District Plan for New Construction/Major Projects (Attached as Exhibit “C”)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>23/24 5-Year District Facilities Work Plan (Attached as Exhibit “B”)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Grand Total of Improvements		\$26,656,158 <u>\$27,825,681</u>	\$9,238,738 <u>\$30,764,583</u>	\$9,592,876 <u>\$3,417,603</u>	\$646,352 <u>\$9,010,432</u>	<u>\$530,000</u>	

FLAGLER COUNTY SCHOOL DISTRICT

2023 - 2024 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Five Year Total
Total Revenues	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594
Total Project Costs	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District

FLAGLER COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item		2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
HVAC		\$1,035,000	\$1,035,000	\$1,035,000	\$1,035,000	\$1,035,000	\$5,175,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Flooring		\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$350,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Roofing		\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Safety to Life		\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Fencing		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Parking		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Electrical		\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$1,350,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Fire Alarm		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						
Telephone/Intercom System		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY						

Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Maintenance/Repair	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Sub Total:	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$2,590,000	\$12,950,000

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000

Other Items	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Program Driven Remodel	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$1,200,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Preventative Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, ADULT EDUCATION/CORPORATE ONE, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Plumbing	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Food Service	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Civil / Mulch for playgrounds	\$385,000	\$385,000	\$385,000	\$385,000	\$385,000	\$1,925,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					
Concrete	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Locations:	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRE ELEMENTARY					

Outsourced Maintenance Contracts		\$600,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,200,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRES ELEMENTARY						
Equipment (Vehicles/Mowers/Trailers)		\$260,000	\$260,000	\$260,000	\$260,000	\$260,000	\$1,300,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRES ELEMENTARY						
Doors, Locks, Signs, Keys, Hardware		\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$800,000
Locations	ADULT EDUCATION - A1A CENTER, BELLE TERRE ELEMENTARY, Belle Terre Swim and Racquet Club, BUDDY TAYLOR MIDDLE, BUNNELL ELEMENTARY, CENTRAL SERVICES COMPLEX, COUNTY ADMINISTRATION (GSB), DISTRICT OPERATIONS, FLAGLER-PALM COAST SENIOR HIGH, INDIAN TRAILS SCHOOL, LEWIS E WADSWORTH ELEMENTARY, MATANZAS HIGH SCHOOL, OLD KINGS ELEMENTARY, RYMFIRES ELEMENTARY						
General Maintenance per Florida Statute		\$3,250,000	\$3,250,000	\$3,250,000	\$3,250,000	\$3,250,000	\$16,250,000
Locations	DISTRICT OPERATIONS						
Total:		\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$7,850,000	\$7,900,000	\$7,900,000	\$7,900,000	\$7,900,000	\$39,450,000
Maintenance/Repair Salaries	\$141,000	\$148,000	\$155,000	\$162,000	\$170,000	\$776,000
School Bus Purchases	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,500,000
Other Vehicle Purchases	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$3,188,673	\$1,989,924	\$2,003,543	\$1,986,761	\$1,975,406	\$11,144,307
Rent/Lease Relocatables	\$360,000	\$760,000	\$592,000	\$592,000	\$592,000	\$2,896,000
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$700,000	\$715,000	\$730,000	\$745,000	\$760,000	\$3,650,000
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment at School Centers	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$7,500,000
School Site Projects Repair & Renovations	\$8,957,364	\$8,825,000	\$8,230,000	\$7,150,000	\$7,150,000	\$40,312,364
Local Expenditure Totals:	\$24,897,037	\$24,037,924	\$23,310,543	\$22,235,761	\$22,247,406	\$116,728,671

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
(1) Non-exempt property assessed valuation		\$16,745,976,490	\$17,499,545,432	\$18,287,024,976	\$19,109,941,100	\$19,969,888,450	\$91,612,376,448
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$28,133,241	\$29,399,236	\$30,722,202	\$32,104,701	\$33,549,413	\$153,908,793
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$24,114,206	\$25,199,345	\$26,333,316	\$27,518,315	\$28,756,639	\$131,921,821
(5) Difference of lines (3) and (4)		\$4,019,035	\$4,199,891	\$4,388,886	\$4,586,386	\$4,792,774	\$21,986,972

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$460,133	\$460,133	\$460,133	\$460,133	\$460,133	\$2,300,665
CO & DS Interest on Undistributed CO	360	\$7,670	\$7,670	\$7,670	\$7,670	\$7,670	\$38,350
		\$467,803	\$467,803	\$467,803	\$467,803	\$467,803	\$2,339,015

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Item	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
20-002 Hammock Beach River Club	\$0	\$300,000	\$300,000	\$291,360	\$0	\$891,360
21-035 Porch Light Apartments	\$0	\$215,226	\$0	\$0	\$0	\$215,226

21-007 Colbert Landings	\$0	\$289,200	\$289,200	\$578,400	\$578,400	\$1,735,200
21-019 Whiteview Village	\$302,480	\$302,480	\$302,480	\$0	\$0	\$907,440
22-005 Tribute	\$0	\$216,610	\$0	\$0	\$0	\$216,610
21-001 Beach Park Village	\$153,112	\$153,112	\$153,112	\$51,039	\$0	\$510,375
23-008 ADJ Whiteview-Multi Family	\$99,546	\$99,546	\$99,546	\$33,182	\$0	\$331,820
22-015 ADJ Grand Reserve Phase 5	\$0	\$156,055	\$156,055	\$156,057	\$52,018	\$520,185
22-016 ADJ Grand Reserve Phase 6	\$0	\$208,074	\$208,074	\$277,432	\$0	\$693,580
22-013 ADJ Ocean Village	\$0	\$118,687	\$118,687	\$158,250	\$0	\$395,624
23-009 Seminole Palms Phase 1 & 4	\$0	\$336,026	\$336,026	\$336,026	\$111,678	\$1,119,756
23-010 Enclave at Seminole Palms	\$0	\$262,155	\$262,155	\$262,155	\$87,385	\$873,850
23-012 Radiance Phase 1, 2 & 3	\$0	\$347,486	\$347,486	\$347,386	\$116,130	\$1,158,488
23-006 ADJ Evolve Multi-Family	\$0	\$78,047	\$78,047	\$78,047	\$26,108	\$260,249
23-002 ADJ Ponce Preserve	\$0	\$104,862	\$104,862	\$104,862	\$34,954	\$349,540
22-020 Wexford Cove	\$0	\$122,630	\$122,630	\$122,630	\$40,879	\$408,769
22-007 The Hammock at Palm Harbor	\$0	\$81,982	\$81,982	\$81,985	\$27,327	\$273,276
22-024 The Reserve East	\$0	\$307,877	\$307,877	\$307,879	\$102,627	\$1,026,260
22-006 Flagler Viliage	\$0	\$316,826	\$316,826	\$316,826	\$105,609	\$1,056,087
23-001 Grand Reserve Phase 3	\$91,322	\$91,322	\$91,322	\$30,443	\$0	\$304,409
19-006 Hunter's Ridge	\$1,844,100	\$0	\$0	\$0	\$0	\$1,844,100
	\$2,490,560	\$4,108,203	\$3,676,367	\$3,533,959	\$1,283,115	\$15,092,204

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2022 - 2023?

Yes

Sales Surtax Type: Half Cent Sales Surtax

Date of Election: 11/8/2022

Date of Expiration: 1/1/2033

Anticipated Revenue Start Date: 1/2/2023

Anticipated Revenue End Date: 12/31/2032

Estimated Annualized Revenue: \$8,000,000

Total \$ Amount Projected to be Received for the Duration of Tax: \$80,000,000

Number of Years Tax In Effect: 10

Percentage of Vote FOR: 69 %

Percentage of Vote AGAINST: 31 %

Additional Revenue Source

Any additional revenue sources

Item	2023 - 2024 Actual Value	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$40,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$9,500,000	\$10,000,000	\$10,500,000	\$11,000,000	\$11,500,000	\$52,500,000
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$28,349,956	\$28,665,573	\$30,341,509	\$30,729,895	\$31,592,612	\$149,679,545
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	(\$20,122,738)	(\$41,709,195)	(\$48,172,771)	(\$51,135,816)	(\$51,430,800)	(\$212,571,320)
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$26,027,218	\$5,256,378	\$968,738	(\$1,105,921)	(\$38,188)	\$31,108,225

Total Revenue Summary

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$24,114,206	\$25,199,345	\$26,333,316	\$27,518,315	\$28,756,639	\$131,921,821
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$24,897,037)	(\$24,037,924)	(\$23,310,543)	(\$22,235,761)	(\$22,247,406)	(\$116,728,671)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	(\$782,831)	\$1,161,421	\$3,022,773	\$5,282,554	\$6,509,233	\$15,193,150

Item Name	2023 - 2024 Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Five Year Total
CO & DS Revenue	\$467,803	\$467,803	\$467,803	\$467,803	\$467,803	\$2,339,015
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$28,517,778	\$9,364,581	\$4,645,105	\$2,428,038	\$1,244,927	\$46,200,429
Total Additional Revenue	\$28,985,581	\$9,832,384	\$5,112,908	\$2,895,841	\$1,712,730	\$48,539,444
Total Available Revenue	\$28,202,750	\$10,993,805	\$8,135,681	\$8,178,395	\$8,221,963	\$63,732,594

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Total	Funded
Existing classrooms modified to three additional classrooms	FLAGLER-PALM COAST SENIOR HIGH	Planned Cost:	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
	Student Stations:		85	0	0	0	0	85	
	Total Classrooms:		3	0	0	0	0	3	
	Gross Sq Ft:		2,210	0	0	0	0	2,210	
New Addition to Matanzas High School	MATANZAS HIGH SCHOOL	Planned Cost:	\$20,000,000	\$2,900,000	\$0	\$0	\$0	\$22,900,000	Yes
	Student Stations:		0	366	0	0	0	366	
	Total Classrooms:		0	14	0	0	0	14	
	Gross Sq Ft:		0	31,235	0	0	0	31,235	

Planned Cost:	\$20,150,000	\$2,900,000	\$0	\$0	\$0	\$23,050,000
Student Stations:	85	366	0	0	0	451
Total Classrooms:	3	14	0	0	0	17
Gross Sq Ft:	2,210	31,235	0	0	0	33,445

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2023 - 2024 Actual Budget	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	Total	Funded
Technology Capital Outlay Projects	Location not specified	\$8,052,750	\$8,093,805	\$8,135,681	\$8,178,395	\$8,221,963	\$40,682,594	Yes
		\$8,052,750	\$8,093,805	\$8,135,681	\$8,178,395	\$8,221,963	\$40,682,594	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2023 - 2024 Satis. Stu. Sta.	Actual 2023 - 2024 FISH Capacity	Actual 2022 - 2023 COFTE	# Class Rooms	Actual Average 2023 - 2024 Class Size	Actual 2023 - 2024 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2027 - 2028 COFTE	Projected 2027 - 2028 Utilization	Projected 2027 - 2028 Class Size
BUDDY TAYLOR MIDDLE	1,944	1,868	1,344	84	16	72.00 %	0	0	0	0.00 %	0

BUNNELL ELEMENTARY	1,579	1,421	1,085	77	14	76.00 %	0	0	0	0.00 %	0
FLAGLER-PALM COAST SENIOR HIGH	2,668	2,534	2,321	107	22	92.00 %	85	3	0	0.00 %	0
LEWIS E WADSWORTH ELEMENTARY	908	908	752	50	15	83.00 %	0	0	0	0.00 %	0
OLD KINGS ELEMENTARY	1,290	1,290	986	68	14	76.00 %	0	0	0	0.00 %	0
ADULT EDUCATION - A1A CENTER	10	0	0	1	0	0.00 %	0	0	0	0.00 %	0
INDIAN TRAILS SCHOOL	1,788	1,609	1,520	75	20	94.00 %	0	0	0	0.00 %	0
ADULT EDUCATION/CORPORATE ONE	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
MATANZAS HIGH SCHOOL	2,367	2,248	1,851	95	19	82.00 %	366	14	0	0.00 %	0
BELLE TERRE ELEMENTARY	1,557	1,401	1,206	81	15	86.00 %	0	0	0	0.00 %	0
RYMFIRE ELEMENTARY	1,545	1,390	899	86	10	65.00 %	0	0	0	0.00 %	0
	15,656	14,669	11,962	724	17	81.55 %	451	17	0	0.00 %	0

The COFTE Projected Total (0) for 2027 - 2028 must match the Official Forecasted COFTE Total (11,607) for 2027 - 2028 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2027 - 2028	
Elementary (PK-3)	3,143
Middle (4-8)	4,505
High (9-12)	3,959
	11,607

Grade Level Type	Balanced Projected COFTE for 2027 - 2028
Elementary (PK-3)	3,143
Middle (4-8)	4,505
High (9-12)	3,959
	11,607

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Year 5 Total
FLAGLER-PALM COAST SENIOR HIGH	0	3	0	0	0	3
Total Relocatable Replacements:	0	3	0	0	0	3

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2027 - 2028
Imagine Town Center	44	PRIVATE	2008	874	856	9	900
	44			874	856		900

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

High School expansion at Matanzas High School; electrical to transformer
High School upgrade to storm water drainage and reworking parking lot at Flagler Palm Coast High School

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2022 - 2023 fiscal year.					List the net new classrooms to be added in the 2023 - 2024 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2023 - 2024 should match totals in Section 15A.			
Location	2022 - 2023 # Permanent	2022 - 2023 # Modular	2022 - 2023 # Relocatable	2022 - 2023 Total	2023 - 2024 # Permanent	2023 - 2024 # Modular	2023 - 2024 # Relocatable	2023 - 2024 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0

High (9-12)	0	0	0	0	3	0	0	3
	0	0	0	0	3	0	0	3

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	5 Year Average
INDIAN TRAILS SCHOOL	0	0	44	44	44	26
BUDDY TAYLOR MIDDLE	132	132	132	132	132	132
BUNNELL ELEMENTARY	0	0	0	0	0	0
FLAGLER-PALM COAST SENIOR HIGH	115	115	115	165	165	135
LEWIS E WADSWORTH ELEMENTARY	0	0	0	0	0	0
OLD KINGS ELEMENTARY	18	18	18	18	18	18
ADULT EDUCATION/CORPORATE ONE	0	0	0	0	0	0
MATANZAS HIGH SCHOOL	0	0	0	50	50	20
BELLE TERRE ELEMENTARY	0	0	44	44	88	35
RYMFIRE ELEMENTARY	0	0	0	0	0	0
ADULT EDUCATION - A1A CENTER	0	0	0	0	0	0

Totals for FLAGLER COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	265	265	353	453	497	367
Total number of COFTE students projected by year.	11,950	11,884	11,738	11,617	11,607	11,759
Percent in relocatables by year.	2 %	2 %	3 %	4 %	4 %	3 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2023 - 2024	FISH Student Stations	Owner	# of Leased Classrooms 2027 - 2028	FISH Student Stations
RYMFIRE ELEMENTARY	0	0		0	0
BUDDY TAYLOR MIDDLE	6	132	Mobile Modular	6	132
BUNNELL ELEMENTARY	0	0		0	0
FLAGLER-PALM COAST SENIOR HIGH	5	115	WillScotsmen / Mobile Modular	7	165
LEWIS E WADSWORTH ELEMENTARY	0	0		0	0
MATANZAS HIGH SCHOOL	0	0	Leased	2	50
OLD KINGS ELEMENTARY	1	18	Mobile Modular	1	18

BELLE TERRE ELEMENTARY	0	0	Leased	4	88
INDIAN TRAILS SCHOOL	0	0	Leased Portables	4	88
	12	265		24	541

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

None

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No existing school facilities are planned to be closed. No properties are currently identified for disposal.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2027 - 2028 / 2032 - 2033 Projected Cost
BES BLDG 1 REPLACE AIR HANDLERS (2): BES BLDG 13 ROOF	\$2,400,000
RES REPLACEMENT TOWERS, UPGRADE CHILLER & UNITS	\$8,000,000
OKES REPLACE ROOF, GUTTERS & DOWNSPOUTS - All BLDG	\$6,000,000
ITMS REPLACE ROOF, GUTTERS & DOWNSPOUTS	\$9,000,000

FPCHS REPLACEMENT OF STADIUM ;FPCHS REPLACE AIR HANDLERS CAMPUS WIDE : FPCHS RENOVATE BLDG 4 HVAC, FLOORING, RESTROOMS, LIGHTING	\$9,400,000
BTMS INSTALL THERMAL ICE TANKS CONNECT BLDG 1 & 9 CHILLERS	\$1,400,000
	\$36,200,000

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2027 - 2028 / 2032 - 2033 Projected Cost
New High School	2029-2033- Student Stations 2,400 - 2,600	\$225,000,000
New Middle School	2029-2033 - Student Stations 1,800 - 2,000	\$150,000,000
		\$375,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2032 - 2033 new Student Capacity to be added/removed	Projected 2032 - 2033 COFTE	Projected 2032 - 2033 Utilization
Elementary - District Totals	6,879	6,879	4,927.25	71.62 %	0	5,374	78.12 %
Middle - District Totals	3,732	3,358	2,863.25	85.26 %	0	2,602	77.49 %
High - District Totals	5,035	4,782	4,171.71	87.24 %	0	3,807	79.61 %
Other - ESE, etc	80	15	0.00	0.00 %	0	0	0.00 %
	15,726	15,034	11,962.21	79.57 %	0	11,783	78.38 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

New High School; location TBD 2029-2033
 New Middle School; location TBD 2029-2033

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

None

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2022 - 2023 FISH Capacity	Actual 2022 - 2023 COFTE	Actual 2022 - 2023 Utilization	Actual 2023 - 2024 / 2042 - 2043 new Student Capacity to be added/removed	Projected 2042 - 2043 COFTE	Projected 2042 - 2043 Utilization
Elementary - District Totals	6,879	6,879	4,927.25	71.62 %	0	5,487	79.76 %
Middle - District Totals	3,732	3,358	2,863.25	85.26 %	0	2,795	83.23 %
High - District Totals	5,035	4,782	4,171.71	87.24 %	0	3,853	80.57 %
Other - ESE, etc	80	15	0.00	0.00 %	0	32	213.33 %
	15,726	15,034	11,962.21	79.57 %	0	12,167	80.93 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

Exhibit "C"

2023 - 2024 5-Year District Plan

Revised 12/13/2023	23-24	24-25	25-26	26-27	27-28
New Construction / Major Projects					
2023 - 24					
2023-24 DISTRICT SAFETY AND SECURITY	(300,000)				
2023-24 ANNEX CUSTODIAL POTABLE #99 REPLACE & UPGRADE INFRASTRUCTURE	(500,000)				
2023-24 BTMS REPLACE TOTAL DOORS BLDG 1 & BLDG 2	(175,000)				
2023-24 FPCHS HUMIDITY - FRESH AIR & CONTROLS BLDG 12	(500,000)				
2023-24 FPCHS NEW ROOF BLDG 12 & 9	(750,000)				
2023-24 ITMS CARPET IN CLASSROOMS	(200,000)				
2023-24 MHS LIGHTS FOR PRACTICE FIELDS	(500,000)				
2023-24 OLD COUNTY OFFICE REMODEL	(350,000)				
2023-24 RES EXTERIOR WEATHERPROOFING/COATING (PHASE II BLDG 4, 6 & 7)	(750,000)				
2023-26 BUDDYWORTH REPLACE CHILLER	(330,000)		(330,000)		
2023-24 FPCHS RESURFACE PARKING LOTS	(3,000,000)				
2023-26 FPCHS REPLACE CHILLER AND ADD 13 NEW ICE TANKS	(370,000)	(3,300,000)	(3,400,000)		
2023-24 TRANSPORTATION PORTABLES	(432,364)				
2023-24 FPCHS CONTROLS UPGRADE / EMS SYSTEM	(150,000)				
2023-24 SMALL DISTRICT PROJECTS	(650,000)				
2024 - 25					
2024-25 DISTRICT SAFETY AND SECURITY		(300,000)			
2024-26 ADULTS WITH DISABILITY STEP-UP FACILITY		(1,250,000)	(1,250,000)		
2024-25 BES EXTERIOR WEATHERPROOF/COATING (1,2,6,10,11,18)		(975,000)			
2024-25 BUDDYWORTH BLDG 6 & 9 REPLACE FLOORING		(300,000)			
2024-25 FPCHS STADIUM REPAIRS		(200,000)			
2024-25 MHS REPLACE FLOORING BLDG 1/2/5/6 / CLASSROOMS / BAND		(300,000)			
2024-25 RES REPLACE CHILLER BLDG 7		(400,000)			
2024-25 US 1 COMMERCIAL DRIVING PAD (FTC)		(600,000)			
2024-26 FPCHS RENOVATE BLDG 12 LOCKER ROOMS & BATHROOMS		(750,000)	(250,000)		
2024-25 SMALL DISTRICT PROJECTS		(450,000)			
2025 - 26					
2025-26 DISTRICT SAFETY AND SECURITY			(300,000)		
2025-26 BES BLDG 10 2ND FLOOR CARPET			(150,000)		
2025-26 BUS GARAGE PAVING FOR ADDITIONAL BUSES			(350,000)		
2025-26 FPCHS BLDG 7 AIR HANDLER RETROFIT			(225,000)		
2025-26 FPCHS INSTALL NEW BACKSTOP NETTING & 6' FENCE OUTFIELD @ SOFTBALL			(250,000)		
2025-26 FPCHS REPLACE PORTABLES 1,3 & 5 (LEASED)			(100,000)		
2025-26 MHS ADD VISITOR SIDE CONCESSION & RESTROOMS			(225,000)		
2025-26 MHS KITCHEN RENOVATION			(450,000)		
2025-28 MHS UPGRADE CHILLER & UNITS (25-26 design)			(500,000)	(3,500,000)	(3,500,000)
2025-26 SMALL DISTRICT PROJECTS			(450,000)		
2026 - 27					
2026-27 DISTRICT SAFETY AND SECURITY				(300,000)	
2026-27 BES BLDG 13 CLASSROOM CARPET AND ADJUST 2ND FLOOR GAP				(200,000)	
2026-27 BTES REPLACE FLOORING CLASSROOMS				(300,000)	
2026-27 BTMS REPLACE COIL AND CONDENSER WALK IN COOLER/FREEZER				(400,000)	
2026-27 BTS&RC PARKING LOT				(400,000)	
2026-27 FPCHS KITCHEN RENOVATION INCLUDING (WALK IN COOLER/FREEZER)				(450,000)	
2026-27 ITMS KITCHEN RENOVATION (FLOORS, CEILING, LIGHTING)				(450,000)	
2026-27 OKES BLDG 5 REPLACE CLASSROOM AC UNIT				(400,000)	
2026-27 WES RESURFACE PARKING LOT 1 & 2				(300,000)	
2026-27 SMALL DISTRICT PROJECTS				(450,000)	
2027 - 28					
2027-28 DISTRICT SAFETY AND SECURITY					(300,000)
2027-28 AUDITORIUM FPC REPLACE CARPET					(150,000)
2027-28 BUDDYWORTH BLDG 6 & 9 EXTERIOR WATERPROOFING AND COATING					(1,000,000)
2027-28 FPCHS BLDG. 6 STRUCTURAL REPAIRS TO EXTERIOR BUILDING STEEL					(400,000)
2027-28 FPCHS REPLACE SOFTBALL DUGOUTS					(300,000)
2027-28 OKES KITCHEN RENOVATION INCLUDING (WALK IN COOLER/FREEZER)					(450,000)
2027-28 RES BLDG 7 REPLACE MONDO FLOOR TO WOOD FLOOR					(400,000)
2027-28 RES FLOORING REPLACEMENT BLDG 3,6,7					(200,000)
2027-28 SMALL DISTRICT PROJECTS					(450,000)
	\$ (8,957,364)	\$ (8,825,000)	\$ (8,230,000)	\$ (7,150,000)	(7,150,000)
Maintenance					
Service Contracts	\$ (600,000)	\$ (650,000)	\$ (650,000)	\$ (700,000)	\$ (700,000)
Building repairs	\$ (4,000,000)	\$ (4,000,000)	\$ (4,000,000)	\$ (4,250,000)	(4,250,000)
Total Maintenance Costs	\$ (4,600,000)	\$ (4,650,000)	\$ (4,650,000)	\$ (4,950,000)	(4,950,000)
New Construction / Projects / Maintenance Total	\$ (13,557,364)	\$ (13,475,000)	\$ (12,880,000)	\$ (12,100,000)	(12,100,000)

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 2024-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2035 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

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 for the annual update to the City's Schedule of Improvements (SCI) in the Capital Improvements Element of the Comprehensive Plan. This update shows the City's planned Capital Improvement Projects for the next five years and the funding for such projects.

- 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:**

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

- (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:**

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

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

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. F.1.

Document Date: 2/14/2024 Amount: \$10,000,000
Department: Finance Account #:
Subject: Resolution 2024-03 Request Approval of Loan and Financing for the Bunnell
Administration and Police Department Complex
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Note Resolution	Resolution

Summary/Highlights:

Request approval of Resolution 2024-03 authorizing the issuance of a loan from Ameris Bank in the amount of \$10,000,000 for the construction of a new City Hall/Administrative Building.

Background:

The city previously approved a contract with Collage Construction for the purpose of constructing a new City Hall Police Administration Building.

Staff has negotiated a competitive rate with our banking partner Ameris Bank for a loan not to exceed \$10,000,000. This loan is a Bank Qualified Tax-Exempt Private Placement Revenue Bond that will be secured by a covenant to budget and appropriate Non-Ad Valorem Revenues.

The loan will be amortized over a period of 20 years at an interest rate of 5.90%.

Staff Recommendation:

Adopt Resolution 2024-03 and authorize the Mayor and City Manager to sign all required closing documents.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Adopt Resolution and authorize the Mayor and City Manager to sign all required closing documents.

City Manager Review/Recommendation:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2024 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE THE DESIGN, CONSTRUCTION, INSTALLATION, ACQUISITION AND EQUIPPING OF A NEW CITY HALL BUILDING AND PAYING COSTS OF ISSUANCE; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. All capitalized undefined terms shall have the same meaning as set forth in this Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Ad Valorem Revenues" shall mean all revenues of the City derived from the levy and collection of ad valorem taxes.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Bunnell, Florida are authorized or required to be closed.

"City" shall mean the City of Bunnell, Florida, a Florida municipal corporation.

"City Attorney" shall mean Vose Law Firm LLP.

"City Clerk" shall mean the City Clerk of the City or any assistant or deputy City Clerk.

"City Manager" shall mean the City Manager of the City or any acting, assistant or deputy

City Manager.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service Fund" shall mean the City of Bunnell, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the City.

"Maturity Date" shall mean March 1, 2044.

"Mayor" means the Mayor or Vice-Mayor of the City.

"Non-Ad Valorem Revenues" shall mean all legally available revenues of the City other than Ad Valorem Revenues.

"Note" shall mean the Non-Ad Valorem Revenue Note, Series 2024 authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or any other nationally recognized bond counsel firm.

"Original Purchaser" shall mean Ameris Bank.

"Owner" shall mean the Person or Persons in whose name or names the Note shall be registered on the books of the City kept for that purpose in accordance with provisions of this Resolution.

"Permitted Investments" shall mean any investments authorized pursuant to the laws of the State and the City's written investment policy, if any.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, 1259 W Granada Blvd, Ormond Beach, Florida 32174, or such other office as the Original Purchaser may designate

to the City in writing.

"Project" shall mean the design, construction, installation, acquisition and equipping of a new City Hall building and related facilities on land owned by the City.

"Resolution" shall mean this resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

Section 3. Findings.

(A) For the benefit of its citizens, the City finds, determines and declares that it is necessary for the continued preservation of the welfare and convenience of the City and its citizens to issue the Note to finance the costs of the Project and pay the costs of issuing the Note. Issuance of the Note satisfies a public purpose and the municipal purposes of the City.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The City shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the City.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the City, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The City has received the proposal of the Original Purchaser to purchase the Note (the "Proposal"), a copy of which is attached hereto as Exhibit B.

(F) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the City and the Original Purchaser or any subsequent Owner.

(G) The City desires to make such determinations as are required to afford the Note "bank qualified" status for purposes of Section 265(b)(3) of the Code.

Section 4. Authorization of Note and the Project. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida Non-Ad Valorem Revenue Note, Series 2024" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$10,000,000 for the purpose of financing the costs of the Project and paying the costs of issuing the Note. The Project is hereby authorized.

Due to the present volatility of the market for tax-exempt public obligations such as the Note, the need to access such market very quickly, the willingness of the Original Purchaser to purchase the Note at interest rates favorable to the City, and the critical importance of timing of the sale of the Note, the City has determined to sell the Note through a negotiated sale to the Original Purchaser, and it is hereby determined that it is in the best interest of the public and the City to accept the offer of the Original Purchaser to purchase the Note at a negotiated sale pursuant to the terms of the Proposal.

Prior to the issuance of the Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit C and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit D.

Section 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and the Owner. The covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the legal owner of the Note, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

Section 6 Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the City and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Interest Rate on the Note shall be a fixed rate of interest equal to 5.90% per annum (the "Interest Rate"), subject to adjustment as provided herein and in the Note. Interest on the Note shall be calculated using a 360-day year consisting of twelve 30-day months.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid semi-annually on each March 1 and September 1, commencing September 1, 2024. Principal on the Note shall be paid annually on each March 1, commencing March 1, 2025, in the amounts and on the dates set forth in the Note, with a final maturity date of the Maturity Date.

(C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder, which denomination shall decrease commensurate with the reduction of principal as it is paid.

Section 7. Execution and Authentication of Note. The Note shall be executed in the name of the City by the Mayor, attested by the City Clerk, approved as to form and correctness by the City Attorney, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized.

Section 8. Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the City will keep books for the registration and transfer of the Note. The Note shall be transferable in whole and not in part and only upon such registration books.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Payment of Principal and Interest; Limited Obligation. The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of Ad Valorem Revenues to pay such Note, or be entitled to payment of such Note from any funds of the City except from the Pledged Revenues as described herein.

Section 10. Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual

budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or Ad Valorem Revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Owner of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of Ad Valorem Revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and after the satisfaction of the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien

on or pledge of such revenues and the funding requirements for essential governmental services of the City.

There is hereby created and established the "City of Bunnell, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund," which fund shall be a trust fund held by the City Manager, which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The City may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note.

Section 11. Application of Proceeds of Note. Proceeds from the sale of the Note shall be deposited to the hereinafter defined Project Fund and used to finance the costs of the Project and pay the costs of issuance of the Note.

The City hereby establishes a special fund designated as the "City of Bunnell, Florida Non-Ad Valorem Revenue Note, Series 2024 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the City for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

Moneys in the Debt Service Fund and the Project Fund may be invested and reinvested in Permitted Investments which mature not later than the dates on which the moneys on deposit

therein will be needed for the purpose of such fund. Investment income accrued in such Funds shall be used to pay costs of the Project or debt service on the Note. Any moneys remaining in the Project Fund upon completion of the Project shall be used to pay debt service on the Note.

Section 12. Tax Covenant. The City covenants to the Owner of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

Section 13. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner of the Note.

Section 14. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the City and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

Section 15. Note Mutilated, Destroyed, Stolen or Lost. In case any of the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The Note so surrendered shall be canceled.

Section 16. Impairment of Contract. The City covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 17. Events of Default; Remedies of Owner of the Note.

(A) The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal of or interest on the Note as the same becomes due and payable and is not cured within ten (10) days (a "Payment Default"); (ii) if the City defaults in the performance or

observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days undismissed or undischarged.

(B) In the event of a Payment Default, the Owner may, at its option, collect a late fee of five percent (5%) of the amount owed.

(C) Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the City. In case of an Event of Default described above, the City shall also be obligated to pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred at all levels of the proceedings, including on appeal or incurred in any proceeding under any bankruptcy laws as they now or hereafter exist.

Section 18. Anti-Dilution Test. The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues, or payable from a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues, only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 1.25 times the maximum annual debt service of all debt (including all long-term financial obligations appearing on the City's most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources. For purposes of calculating maximum annual debt service, if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as an interest rate equal to The Bond Buyer 25 Revenue Bond Index. For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to twenty (20) years on a level debt service basis. In the event that the City is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 19. Annual Audit. The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial

statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The City shall annually provide to the Owner a copy of its audited financial statements within 270 days of the Fiscal Year end.

The City shall provide a copy of its adopted annual budget promptly after its adoption and such other financial information relating to the ability of the City to pay the Note that is not otherwise exempt from disclosure under Section 119.071, Florida Statutes, as may be reasonably requested by the Owner.

Section 20. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day; provided, that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 21. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 22. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 23. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 24. Authorization of Other Action. The Mayor, City Manager, City Attorney and City Clerk are each designated agents of the City in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Note to the Original Purchaser.

Section 25. Bank Qualified. The City hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City and any subordinate entities of the City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2024 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 26. Repeal of Inconsistent Provisions. All resolutions or parts thereof in

conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 27. Severability. If any one or more of the covenants, agreements, or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note delivered hereunder.

Section 28. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED this 26th day of February, 2024, at a regular meeting of the City Commission of the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine Robinson, Mayor

ATTEST:

By: _____
Kristen Bates, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

FORM OF NOTE

Dated Date: _____, 2024

\$ _____

Interest Rate 5.90%

CITY OF BUNNELL, FLORIDA NON-AD VALOREM REVENUE NOTE, SERIES 2024

KNOW ALL MEN BY THESE PRESENTS that City of Bunnell, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Ameris Bank, or registered assigns (hereinafter, the "Owner"), the principal sum of \$ _____, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis; provided, however, that the Interest Rate, as adjusted, shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of March 1, 2044.

The Interest Rate is equal to 5.90% per annum.

Principal shall be payable to the Owner annually on each March 1, commencing March 1, 2025, in the amounts set forth below. Interest shall be payable to the Owner on each March 1 and September 1, commencing on September 1, 2024.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

This Note may be prepaid in whole or in part, at any time, upon five (5) Business Days written notice to the Owner, by paying the principal amount to be prepaid together with interest accrued on such principal amount through the prepayment date and a prepayment penalty determined as follows: if prepayment is made anytime on or before March 1, 2030, a prepayment penalty equal to 5% of the principal amount to be prepaid; if prepayment is made between March 2, 2030 and March 1, 2031, a prepayment penalty equal to 4% of the principal amount to be prepaid; if prepayment is made between March 2, 2031 and March 1, 2032, a prepayment penalty equal to 3% of the principal amount to be prepaid; if prepayment is made between March 2, 2032 and March 1, 2033, a prepayment penalty equal to 2% of the principal amount to be prepaid; if prepayment is made between March 2, 2033 and March 1, 2034, a prepayment penalty equal to 1% of the principal amount to be prepaid; and no prepayment penalty shall apply for any prepayment made on or after March 2, 2034.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

The Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due hereunder is not received by the Owner within ten (10) days after the payment is due.

If any interest on this Note becomes includable in the gross income of the Owner for federal income tax purposes or this Note becomes no longer a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code, in either case based on any action, inaction or event other than a change in law or the corporate tax rate, the effect of which would adversely affect the Owner's after-tax yield with respect to this Note, then the Owner shall have the right to adjust the Interest Rate, on a retroactive basis, in order to maintain the same after-tax yield as if the event that caused the tax issue had not occurred; provided, however, that the Interest Rate, as adjusted, shall in no event exceed the maximum interest rate permitted by applicable law. These adjustments shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired. The Issuer shall additionally be responsible for paying to the Owner within 30 days of the event all costs, expenses, penalties, attorneys' fees and all other losses incurred by the Owner as a result of such event.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and a resolution duly adopted by the Issuer on _____, 2024, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>	<u>Dates</u>	<u>Amounts</u>
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This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the Mayor, and attested by the City Clerk and approved as to form and correctness by the City Attorney, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issuance above.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson
Mayor

ATTESTED AND COUNTERSIGNED:

Kristen Bates, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT B

AMERIS BANK PROPOSAL

EXHIBIT C

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Ameris Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$_____ Non-Ad Valorem Revenue Note, Series 2024 (the "Note"), dated _____, 2024, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Note Counsel or the Issuer's Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted on _____, 2024 (the "Note Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer, and that the payment of the Note is secured solely from the sources described in the Note Resolution (the "Pledged Revenues").

We have made such independent investigation of the Pledged Revenues as we, in the exercise of sound business judgment, considered to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Note Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, as amended, and/or Section 517.061(7), Florida Statutes, as amended, and that neither the Issuer, Note Counsel nor the Issuer's Attorney shall have any obligation to effect any such registration or qualification.

DATED this ____ day of _____, 2024.

AMERIS BANK

By: _____

EXHIBIT D

FORM OF DISCLOSURE STATEMENT

The undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$_____ City of Bunnell, Florida, Non-Ad Valorem Revenue Note, Series 2024 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Purchaser):

Rogers Towers, P.A., Purchaser's Counsel
\$_____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to finance the design, construction, installation, acquisition and equipping of a new City Hall building and related facilities on land owned by the City and pay the costs of issuing the Note.

Unless earlier prepaid, the Note is expected to be repaid on March 1, 2044. At an interest rate of 5.90%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely from a covenant to budget, appropriate and deposit Non-

Ad Valorem Revenues in amounts sufficient to make the payments required by the Note, as further described in a resolution of the Issuer adopted on _____, 2024 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Ameris Bank
1259 W Granada Blvd
Ormond Beach, Florida 32174

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this ____ day of _____, 2024.

AMERIS BANK

By: _____



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 2/8/2024 Amount:
Department: Community Development Account #:
Subject: Request Approval of Administrative Order 2024-01 for the Family Estates Rural Subdivision.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Administrative Order 2024-01 Family Estates Rural Subdivision	Exhibit
Admin. Order Exhibit "A" - Location Map	Exhibit
Admin. Order Exhibit "B" - Family Estates Rural Subdivision	Exhibit

Summary/Highlights:

The proposed request entails the subdividing of a 35+/- acre parcel into three separate lots: Lot 1 will be 12.16+/- acres, Lot 2 will be 12.16+/- acres, and Lot 3 will be 10.1+/- acres for the purposes of creating a rural subdivision.

The action of creating a rural subdivision is done through the approval of an Administrative Order by the City Commission and is attached to this report.

The owners intend to build single-family residences on the newly created lots.

Background:

The owners of the subject property, Vyacheslav Cheban, Oleksandr Cheban, and Pavel Dimov, are requesting approval of the subdivision of the subject parcel into three (3) separate parcels. The parcel to be subdivided is located on the east side of the intersection of County Road 75 and County Road 302. Parcels 1 and 2 will have direct access to County Road 302 and Parcel 3 will have access via a 25 foot ingress/egress access and Utility easement.

The Future Land Use designation of the subject parcel is AG&S (Agriculture and Silviculture) which supports residential uses but does not intend for larger development. Due to the location and zoning of the subject parcel, the subdivision would be considered a rural subdivision as described in FLU Policy 16 of the 2035 Comprehensive Plan, which highlights accommodating low-density residential uses utilizing a maximum density of one dwelling unit per five acres. In concert with the FLU Policy 16, section 30-3 of the City of Bunnell, Land Development Code gives a more

detailed explanation, Specifically, the intent stated in this referenced section of the Code, acknowledges the findings of fact that the majority of the City's land base is rural in nature, which therefore, will offer supporting agricultural and silviculture uses with rural subdivision in approved locations. Thus, residential uses would be viable use of the parcels to be split as well as agricultural and silvicultural uses.

The request to subdivide the subject parcel into three lots meets the intent that is sought to create and enhance residential areas where agricultural use compatible with a residential use is desired. In this regard, the request is consistent with the zoning district as the rural subdivision criteria entails each parcel is adhering to the minimum parcel size of five acres or greater.

The proposed rural subdivision meets the rural subdivision criteria listed in Sections 30-9 and 34-190 of the Land Development Code.

Staff Recommendation:

Approve Administrative Order 2024-01 for the creation of the Family Estates Rural Subdivision.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**CITY OF BUNNELL, FLORIDA
CITY COMMISSION
ADMINISTRATIVE ORDER 2024-01**

AN ORDER OF THE CITY OF BUNNELL, FLORIDA CITY COMMISSION APPROVING THE MINOR RURAL SUBDIVISION REPLAT APPLICATION NO. RSD 2023-02, FAMILY ESTATES RURAL SUBDIVISION, A REPLAT OF BLOCK 2, TRACTS 1-3, PARCEL NO. 13-12-29-5550-00020-0010 OF ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION TO LEGALLY SUBDIVIDE THE LOT INTO THREE SEPARATE PARCELS FOR THE FAMILY ESTATES RURAL SUBDIVISION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vyacheslav Cheban, Oleksandr Choban, and Pavel Dimov (hereinafter the “Owners”) owns certain real property assigned Tax Parcel Identification Number 13-12-29-5550-00020-0010(hereinafter “Property”); and

WHEREAS, the above-described real property will be split into 3 lots: Lot 1 will be 12.16+/- acres, Lot 2 will be 12.16+/- acres, and Lot 3 will be 10.1+/- acres with Lots 1 and 2 having direct access to the improved County Road 302 while Lot 3 will have access via a mutual non-exclusive 25 foot ingress/egress and Utility easement; and

WHEREAS, the Applicant has submitted a Minor Rural Subdivision Replat Application No. RSD 2023-02, which is comprised of a signed and sealed sketch and legal for the Minor Rural Subdivision Replat, prepared by A1A East Coast Land Surveying, LLC, initially submitted on November 15th, 2023; and

WHEREAS, the Applicant seeks to legally subdivide the Property into three separate lots; and

WHEREAS, the Minor Rural Subdivision would result in the creation of 3 lots of a new subdivision, Family Estates Rural Subdivision; and

WHEREAS, the Property is Zoned AG&S (Agricultural and Silviculture District); and

WHEREAS, the City’s Planning, Zoning and Appeals Board held a public hearing on February 6th, 2024, and considered the evidence and testimony relating to the proposed Minor Rural Subdivision provided by City Staff and public comment regarding the subject subdivision; and

WHEREAS, the City’s Planning, Zoning and Appeals Board found that the proposed Minor Rural Subdivision is consistent with the City of Bunnell Rural Subdivision Regulations and recommended approval of the Minor Rural Subdivision to the City Commission; and

WHEREAS, on _____, 2024, the City Commission conducted a duly noticed public hearing on the proposed Minor Rural Subdivision and staff presented conclusions and findings of fact:

1. The proposed Minor Rural Subdivision complies with the Rural Subdivision specifications and design standards of the City Rural Subdivision Regulations (Sections 34-190 & 30-9).
2. The Minor Rural Subdivision is in conformance with the City's Rural Subdivision Regulations (Sections 34-190 & 30-9), the Land Development Code (Chapters 34 and 30), and all other applicable City Code requirements, including development of the land designed to preserve the unique rural character of the City and enacted in order to protect, promote, and improve the public health, safety, comfort, order, appearance, convenience, morals, and general welfare of the people.
3. The Minor Rural Subdivision is in conformance with City policy in respect to sufficiency of ownership, guarantees for completion of all required improvements, and if private, the guarantees for continued maintenance.
4. The three lots comply with the minimum lot width, depth, and area requirements for their respective zoning district, AG&S.
5. The road access meets all of the minimum requirements, as required by the City Rural Subdivision Regulations.
6. The proposed subdivision use, and density are consistent with the Future Land Use as identified within the Future Land Use Element of the City's 2035 Comprehensive Plan.
7. All procedural and substantive requirements of the City Code regarding the subdivision application have been satisfied.

NOW THEREFORE, the City of Bunnell, Florida hereby authorizes the Minor Rural Subdivision as represented in Exhibit "B" attached hereto and incorporated herein by reference and directs that this Administrative Order be recorded in the public records of Flagler County and shall run with the real property described as generally depicted in Exhibit "A", to serve as a covenant and restriction on the property.

IF THIS ADMINISTRATIVE ORDER IS NOT RECORDED WITHIN A YEAR OF THE DATE OF APPROVAL, THEN IT SHALL BECOME NULL AND VOID.

ANY FURTHER DIVISION OF THIS LAND OTHER THAN WHAT IS AUTHORIZED BY THIS ADMINISTRATIVE ORDER MUST ABIDE BY THE REQUIREMENTS FOR A SUBDIVISION OF LAND AS DEFINED BY THE CITY LAND DEVELOPMENT REGULATIONS AND FLORIDA STATUTES.

Section 1.

The above recitals are true and correct and are fully incorporated herein by reference.

Section 2.

The Minor Rural Subdivision application for a three-lot subdivision, Family Estates Rural Subdivision, located directly to the east of intersection of County Road 302 and County Road 65, recognized currently as Parcel Identification No. 13-12-29-5550-00020-0010 is hereby approved.

Section 3.

The applicant shall submit the original and one copy of the approved Minor Rural Subdivision within thirty (30) days of recording and the applicant shall provide the City with the costs of processing and advertising the request.

Section 4.

This Minor Rural Subdivision Administrative Order shall become effective immediately upon adoption.

ORDERED at a meeting of the City Commission of the City of Bunnell, Florida on the _____ day of _____, 2024.

This proposed Minor Rural Subdivision is approved by:

Catherine D. Robinson, Mayor

Approved for form and content by:

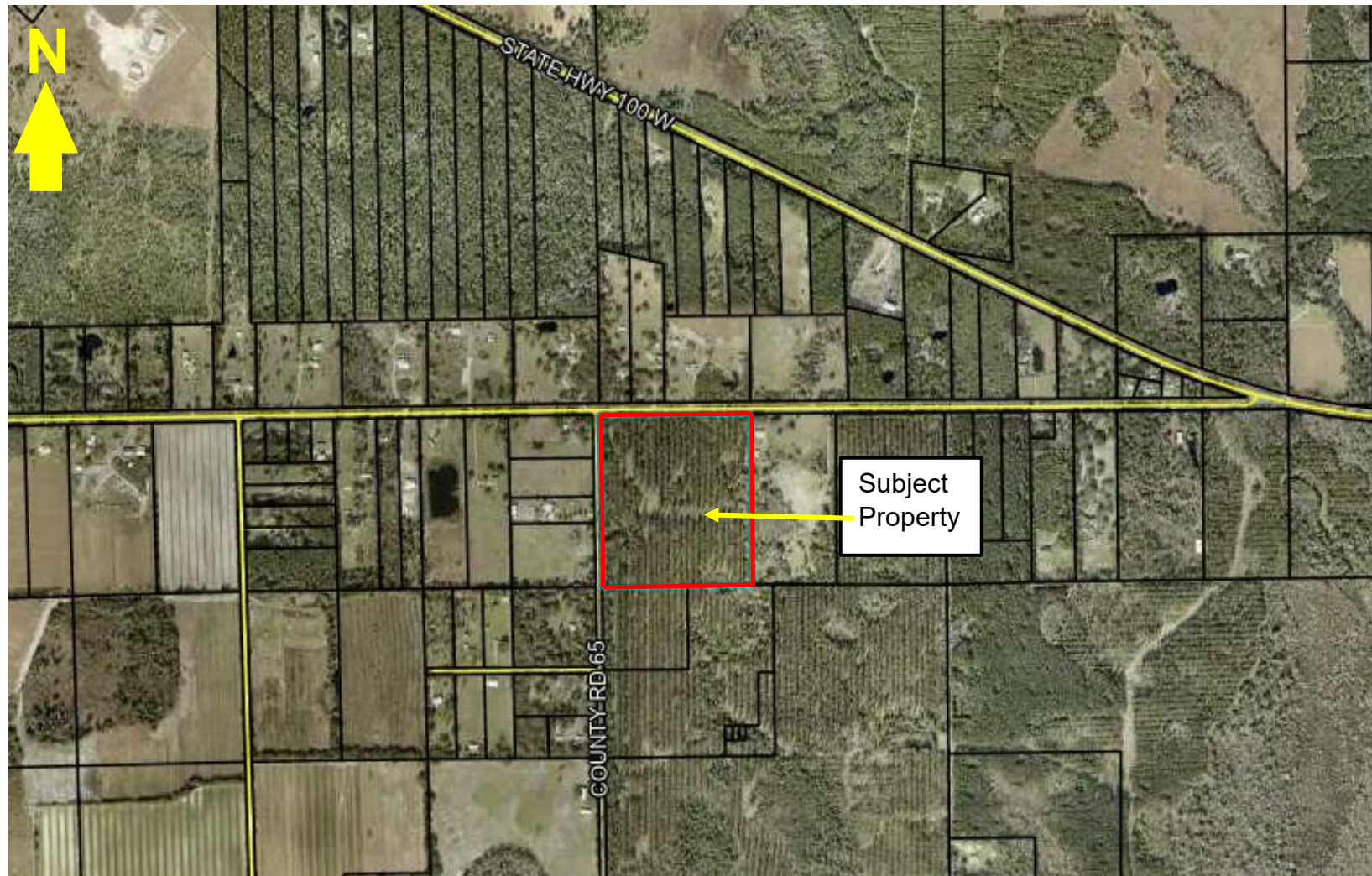
Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk

Location Map



Family Estates

Northwest Corner of Block 2
St Johns Development Co. Map Book 1 Pg 7
Northwest Corner of the Northeast Quarter
of Section 13 Township 12S Range 29E

RURAL SUBDIVISION BUNNELL FLAGLER COUNTY FLORIDA

CR 302 95' R/W

N.89°32'50"E 1135.96'(M)

DESCRIPTION: OVERALL

THAT PART OF BLOCK 2, LYING WEST OF O.R. 250, PAGE 339, AND SOUTH OF COUNTY ROAD 302, ALL IN GOVERNMENT SECTION 13, TOWNSHIP 12S, RANGE 29E, ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

DESCRIPTION: Parcel 1

THAT PART OF BLOCK 2, LYING WEST OF O.R. 250, PAGE 339, AND SOUTH OF COUNTY ROAD 302, ALL IN GOVERNMENT SECTION 13, TOWNSHIP 12S, RANGE 29E, ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF FORESAID BLOCK 2; THENCE RUN N.89°32'50"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 302 567.57'; THENCE S.00°49'40"E 930.88'; THENCE S.89°07'20"W 567.57' TO THE WEST LINE OF FORESAID BLOCK 2; THENCE N.00°49'40"W 935.09' TO THE POINT OF BEGINNING.

SUBJECT TO & TOGETHER WITH A MUTUAL NON-EXCLUSIVE 25 FOOT INGRESS/EGRESS AND UTILITY EASEMENT

DESCRIPTION: Parcel 2

THAT PART OF BLOCK 2, LYING WEST OF O.R. 250, PAGE 339, AND SOUTH OF COUNTY ROAD 302, ALL IN GOVERNMENT SECTION 13, TOWNSHIP 12S, RANGE 29E, ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF FORESAID BLOCK 2; THENCE RUN N.89°32'50"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 302 567.57' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N.89°32'50"E 568.39'; THENCE S.01°02'52"E 926.67'; THENCE S.89°07'20"W 571.92'; THENCE N.00°49'40"W 930.88' TO THE POINT OF BEGINNING.

SUBJECT TO & TOGETHER WITH A MUTUAL NON-EXCLUSIVE 25 FOOT INGRESS/EGRESS AND UTILITY EASEMENT

DESCRIPTION: Parcel 3

THAT PART OF BLOCK 2, LYING WEST OF O.R. 250, PAGE 339, AND SOUTH OF COUNTY ROAD 302, ALL IN GOVERNMENT SECTION 13, TOWNSHIP 12S, RANGE 29E, ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF FORESAID BLOCK 2; THENCE RUN S.00°49'40"E ALONG THE WEST LINE OF FORESAID BLOCK 2 935.09' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S.00°49'40"E 385.00'; THENCE N.89°07'20"E 1140.97'; THENCE N.01°02'52"W 385.00'; THENCE S.89°07'20"W 1139.49' TO THE POINT OF BEGINNING.

SUBJECT TO & TOGETHER WITH A MUTUAL NON-EXCLUSIVE 25 FOOT INGRESS/EGRESS AND UTILITY EASEMENT

DESCRIPTION: Mutual Non-exclusive 25 foot Ingress/Egress & Utility Easement

THAT PART OF BLOCK 2, LYING WEST OF O.R. 250, PAGE 339, AND SOUTH OF COUNTY ROAD 302, ALL IN GOVERNMENT SECTION 13, TOWNSHIP 12S, RANGE 29E, ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF FORESAID BLOCK 2; THENCE RUN N.89°32'50"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 302 567.57' TO THE NORTHWEST CORNER OF PARCEL 2 ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N.89°32'50"E 5.00'; THENCE S.00°49'40"E 409.20'; THENCE S.08°39'54"E 110.00'; THENCE S.00°49'40"E 412.65' TO A POINT ON THE NORTH LINE OF PARCEL 3; SAID POINT BEING 20.00' EAST FROM THE SOUTHWEST CORNER OF PARCEL 2; THENCE N.89°07'20"E ALONG NORTH LINE OF PARCEL 3 137.50'; THENCE S.00°49'40"E 25.00'; THENCE S.89°07'20"W 300.00'; THENCE N.00°49'40"W 25.00' TO THE SOUTH LINE OF PARCEL 1; THENCE N.89°07'20"E 137.50' TO A POINT, SAID POINT BEING 5.00' WEST FROM THE SOUTHEAST CORNER OF PARCEL 1; THENCE N.00°49'40"W 409.23'; THENCE N.08°39'54"W 110.00'; THENCE N.00°49'40" 412.80' TO THE NORTH LINE OF COUNTY ROAD 302; THENCE N.89°32'50"E 20.00' TO THE NORTHEAST CORNER OF PARCEL 1 AND THE POINT OF BEGINNING.

LEGEND

FD.....FOUND
R/W.....RIGHT OF WAY
LS.....LICENSED SURVEYOR
LB.....LICENSED BUSINESS
● IR...5/8" IRON ROD
○ IP... IRON PIPE
PSM...PROFESSIONAL SURVEYOR & MAPPER
C.R....COUNTY ROAD
O.R....OFFICIAL RECORDS BOOK
L.....LENGTH
(M)..... MEASURED
(D)..... DESCRIPTION



GENERAL NOTES:

PER City of Bunnell Adoption of Municode:
Section 30-9(3) Rural Developments:
1.) The location and design of all homes constructed within the non-platted Rural Subdivision shall conform to firewise communities standards promulgated by the Division of Forestry of the Florida Department of Agriculture and Consumer Services, as set forth in Section 34-190 and as required in all applicable zoning and land development requirements.

PER Section 34-190.(3) - Rural Subdivisions:
2.) Wildfire vulnerability prevention requirements, including mitigation measures addressing building design and materials, site design, and landscaping (including defensible space requirements and plant materials) shall be outlined prior to construction as set forth by City Officials.

REVISIONS
11/08/23 rural sub 2311030 ACS

THE FOREGOING SKETCH & LEGAL MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

A Sanzone

11/08/2023

ANTHONY SANZONE PSM NO. 6309 LB NO. 8107
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

TYPE OF SURVEY:
SKETCH & LEGAL

A1A EAST COAST LAND SURVEYING, LLC

1366 US Highway 1 Suite 602, Ormond Beach FL 32174
PHONE (386) 672-3633 or (386) 437-0123 FAX (386) 672-3635

DRAWING FILE NAME: --

FILE: --

PREPARED FOR:
-- VYACHESLAV CHEBAN
-- OLEKSANDR CHOBAN
-- PAVEL DIMOV

OFFICE WORK BY : ACMS
DATE: 11/08/23 WO# 2310068



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 2/12/2024 Amount:
Department: Police Account #:
Subject: Request Approval of Carver Center ILA
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
G.W. Carver Center ILA (Revised)	Cover Memo

Summary/Highlights:

Following several months of discussions and review with Flagler County, City of Bunnell, Flagler County Sheriff's Office, the Carver Center Foundation, and concerned citizens, a revision to the ILA document governing the financial and operational responsibilities of the various stakeholders was completed.

The former document was drafted 10 years earlier. With Flagler County Sheriff's Office's interest in providing athletic programs through their Police Athletic League (PAL) to complement the educational services provided by Flagler Schools; and a need to revise language in the document changing the original Carver Governance Board's name to "G.W. Carver Center Advisory Board," it became necessary to revise the ILA.

The Flagler School Board approved the ILA. If approved, the ILA will be presented to the Flagler County Board of County Commissioners for final approval and implementation.

Background:

Staff Recommendation:

Staff recommends approval.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**INTERLOCAL BETWEEN FLAGLER COUNTY, THE FLAGLER COUNTY
SCHOOL DISTRICT, FLAGLER COUNTY SHERIFF, AND CITY OF BUNNELL
REGARDING THE GEORGE WASHINGTON CARVER COMMUNITY CENTER**

THIS INTERLOCAL AND FACILITY USE AGREEMENT ("Agreement") is made and entered into between the Board of County Commissioners of Flagler County, a political subdivision of the State of Florida ("County"), the Flagler County School District, an agency of the Florida State government ("School Board"), the Flagler County Sheriff, a constitutional officer of the State of Florida ("Sheriff"), and the City of Bunnell, a municipal corporation organized under the laws of the State of Florida ("City"), hereafter referred to together as the "Parties".

WHEREAS, the School Board and the County have worked together for over forty years to make the George Washington Carver Community Center (the "Carver Center"), currently owned by the County, and located in the City of Bunnell, a vibrant and wholesome educational and recreational facility for the youth and citizens of Flagler County; and

WHEREAS, the Parties work together on a variety of community services and joint use of facilities to include a 2011 interlocal agreement for the Carver Center whereby the School Board was responsible for the daily operations of the facility supported by annual financial contributions of the County (the "Carver Center ILA"); and

WHEREAS, in 2015, the School Board and the County amended the Carver Center ILA to increase the annual financial contribution of the County toward the facility's operations; and

WHEREAS, the Parties remain concerned with our youth and citizens in general and both the School Board and the County are facing severe financial pressures requiring creative solutions; and

WHEREAS, this Agreement is intended to document the respective obligations of the Parties in implementing the cooperative proposal and shall supersede and replace the Carver Center ILA, as amended; and

WHEREAS, the Parties will utilize the Carver Center facilities for the education and recreational enjoyment of the residents of Flagler County as outlined herein; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County has broad home rule and proprietary powers pursuant to Article VII, Sec. 1(a), Florida Constitution, and Section 125.01, Florida Statutes, to provide, maintain and license the use of County buildings for the public health, safety, and welfare; and

WHEREAS, the School Board desires to use the Carver Center as an educational facility pursuant to Section 1013.15(2)(a), Florida Statutes, and to manage it to serve its educational purposes and secondarily to fulfill the social and recreational needs of the community; and

WHEREAS, the Sheriff is committed to providing safe and structured athletic programs to the youth of Flagler County. These programs are available to all youth in Flagler County regardless of their race, color, religion, sex, gender, disability, or financial situation. The mission of Flagler Sheriff's Office is to foster educational programs and activities that will increase student and community knowledge of the function of law enforcement and to serve as mentors and positive role models for the Flagler County youth; and

NOW THEREFORE, in consideration of the above matters and the mutual covenants, promises and representations herein, the Parties hereto enter into this Interlocal and Facility Use Agreement to govern the operation, maintenance and future alterations or improvements to the Carver Center and related facilities as follows:

I. RESPONSIBILITIES OF FLAGLER COUNTY SCHOOL BOARD

- A.** The School Board will be solely responsible for the daily operation of the areas of the Carver Center identified as "School Board" space, and the areas of the Carver Center identified as "joint/community" space, in Attachment A, attached hereto, and incorporated herein. Daily operation of the Center includes educational staffing, recreational programming and management.
- B.** The School Board will be responsible for the overall management of the facility to include scheduler/tool (i.e., Facilitron) for the entire facility.
- C.** The School Board may also utilize the assistance of other partners with programming activities which may include outside non-profit groups, private vendors, volunteers, and other groups.
- D.** Volunteers, as defined in SB Policy 313 shall follow the standard operating procedure of the School Board in obtaining clearance to participate in assigned duties sponsored by the School Board.

- E.** School Board agrees to operate its areas of the Carver Center identified in Attachment A including any buildings, furnishings, fixtures, and equipment or placed upon the premises, in a good state of repair and order, except any ordinary wear and tear arising from use under this Agreement. The School Board agrees not to strip, waste, or neglect any building, furnishing, fixture, or equipment. The School Board shall obtain the prior written permission of the County for any alterations requiring a building permit.
- F.** Annually, the School Board shall provide funding for the Carver Center in the amount of \$10,000. Payments to Flagler County annually by October 1.

II. RESPONSIBILITIES OF FLAGLER COUNTY SHERIFF'S OFFICE

- A.** Flagler County Sheriff's Office (FCSO) will be responsible for the daily operation of the portions of the Carver Center identified as exclusive FCSO space in Attachment A. Daily operation of the Carver Center by FCSO includes athletic staffing, mentoring, programming and management.
- B.** Volunteers shall obtain clearance (i.e., background check) to participate in assigned duties sponsored by FCSO.
- C.** Recreational activities will be scheduled on the School Board programming scheduler (i.e., Facilitron).
- D.** The Sheriff shall ensure programs will be available to all youth in Flagler County regardless of their race, color, religion, sex, gender, disability or financial situation.
- E.** The Sheriff agrees to operate its areas of the Carver Center identified in Attachment A including any buildings, furnishings, fixtures, and equipment or placed upon the premises, in a good state of repair and order, except any ordinary wear and tear arising from use under this Agreement. The Sheriff agrees not to strip, waste, or neglect any building, furnishing, fixture, or equipment. The Sheriff shall obtain the prior written permission of the County for any alterations requiring a building permit.
- F.** Annually, the Sheriff shall provide funding for the Carver Center in the amount of \$10,000. Payments to Flagler County annually by October 1.

III. RESPONSIBILITIES OF CITY OF BUNNELL

- A.** Annually, the City shall provide funding for the Carver Center in the amount of \$10,000. Payments to Flagler County annually by October 1.
- B.** As part of the annual budget process approved by the City Commission of Bunnell, the City may unilaterally increase the amount detailed in this Section III. without further amendment to this Agreement.

IV. RESPONSIBILITIES OF FLAGLER COUNTY

- A.** Annually, the County shall provide funding for the George Washington Carver Community Center in the amount of \$ 97,500. Payments to the School Board shall be made quarterly in equal installments within ten days following July 1, October 1, January 1, and April 1.
- B.** County will also pay facility utility, maintenance (including building/equipment repairs), pest/termite control, custodial costs, and other consumable supplies (i.e., light bulbs, hand towels, soap, and toilet paper) necessary for the Carver Center, only as funding permits and subject to the annual budgeting process of the County.
- C.** The County shall act as fiscal agent in addition to developing an overall budget for facility upkeep with input from the School Board, City of Bunnell and Sheriff.
- D.** As part of the annual budget process approved by the Board of County Commissioners, the County may unilaterally increase the amount detailed in this Section IV without further amendment to this Agreement.
- E.** Capital Outlay for maintenance, and replacement of equipment and facilities may be considered during the annual budget process.

V. SHARED RESPONSIBILITIES OF SCHOOL BOARD AND SHERIFF

- A.** The School Board and the Sheriff will share the responsibility of developing operational programming and identifying activities to occur in the joint/community space (Attachment "A") at the facility with input from the Carver Advisory Committee as defined in Attachment "B".
- B.** Programming/Activities will address periods when school is both in and out of session to include all scheduled programs and activities.
- C.** School Board and Sheriff agree to meet at a minimum semi-annually to discuss scheduling and use of the Carver Center to prevent duplication of services and ensure space availability. This does not prevent either Party from requesting additional facility usage to accommodate unknown event(s) arising during each six-month period.
- D.** The School Board and Sheriff recognize there may be unknown community event(s) arising during each six-month period that may need to take precedence over the regular usage by either the School Board and/or Sheriff. In these circumstances the School Board and Sheriff will make every effort to accommodate these events.

VI. JOINT PARTY RESPONSIBILITIES

- A.** The Parties agree to work together on obtaining and implementing facility and programming grants that will insure to the benefit the youth and community using of the Carver Center.
- B.** The establishment of use of facility fees for outside entities (i.e. Non School Board or Non Sheriff related events) of the Carver Center will require approval of the Board of County Commissioners (BOCC), the method of collection, method of accounting and the subsequent expenditure of fees for use of the Carver Center or participation in activities that occur at the facility shall be developed by the BOCC or County with input from the School Board and Carver Advisory Committee. Such fees shall generally be designed to offset programming costs, and facility/maintenance costs.
- C.** Revenue generated at or by the Carver Center and related facilities shall be used to defray costs of the School Board and County in implementing this Agreement and otherwise to upgrade the facility and/or furnishings/equipment. The School Board and Sheriff will use generally accepted accounting methods to provide the

County with an annual report to the satisfaction of the County of amounts of revenue generated and expended at the Carver Center respectively. Such reports shall be provided each January and will cover the preceding calendar year. The County reserves the right to inspect the records of the School Board and Sheriff relating to the Carver Center under this Agreement with reasonable notice.

- D.** In the spirit of co-sponsorship for both recreational and educational services to the community, the School Board, City of Bunnell, Sheriff and County may agree to modify and enhance the future Carver Center facilities and operations. The staff of the Parties shall be empowered to work out the day-to-day operational details of this Agreement.
- E.** All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be mediated among the School Superintendent, the County Administrator, the Sheriff, and the Bunnell City Manager, or their respective designees, in good faith before being referred to their respective boards.
- F.** All employees and volunteers shall immediately report any suspicious activity to Dispatch at (386) 313-4911 for non-emergencies, 9-1-1 in the event of an emergency, or any Bunnell Police Officer or Flagler County Sheriff's Deputy onsite.

VII. MISCELLANEOUS PROVISIONS

- A. Term.** The initial term of this Agreement shall be for five years and shall continue from year to year thereafter unless terminated by a Party in accordance with Section VII.B. below.
- B. Termination.** This Agreement shall remain in full force and effect unless terminated by any Party. To terminate, any Party may give notice to terminate this Agreement without cause with one (1) year advance notice in accordance with Section VII. J. below.
- C. Lawful Use.** The Parties agree that they shall not use any of the above-described premises or any part thereof in any unlawful, improper, offensive manner contrary to any applicable law, rule or regulation and shall not use the premises in a manner to be injurious to any person or property or to endanger or affect any insurance on the Carver Center and related facilities or to increase the premium thereof.

- D. Insurance.** The Parties agree to maintain, at no cost to the others, adequate liability insurance covering their respective employees, officers, or agents and their activities under this Agreement against exposure to judgments that are within the limits of the waiver of sovereign immunity established by the State of Florida.
- E. Indemnification.** The Parties agree that each will defend, indemnify and save the other harmless from claims or actions of any nature arising out of the use of the Carver Center under this Agreement due to the negligent or wrongful acts of its own employees, officers, or agents, including volunteers, or due to its negligent or wrongful operation of equipment, provided however that this section shall not be construed as waiving any party's right of sovereign immunity beyond the scope and limitations of Section 768.28, Florida Statutes, or as waiving any other defense or limitation which any of the parties may have against any claim or cause of action by any person not a party to this Agreement. Nothing herein shall be construed as a consent by any party to be sued by third parties.
- F. Transfer/Assignment.** The Parties shall not allow or permit any transfer, assignment, or other use to be made of this Agreement, except as prescribed herein, without first obtaining the written consent of the other Parties.
- G. Amendment.** This Agreement may be modified or revised at any time by a written instrument executed by authorized representatives of the Parties.
- H. Delegation.** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duty of the Parties or their officers. The Parties reserve the right to exercise their functions under this Agreement through their respective designated delegates, representatives, or agents.
- I. Effective Date.** This Agreement shall become effective upon execution by all Parties and filing with the Flagler County Clerk of Circuit Court.
- J. Notices.** All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the County: Flagler County
Attn: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

For the School Board: Flagler County School District
Attn: School Superintendent
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110.

For Flagler County Sheriff: Flagler County Sheriff's Office
Attn: Flagler County Sheriff
61 Sheriff EW Johnston Dr
Bunnell, FL 32110

For City of Bunnell: City of Bunnell
Attn: City Manager
604 E. Moody Blvd., Suite 4 P.O. Box 756
Bunnell, FL 32110

- K. No Property Interest.** This is an Interlocal Agreement and a Use Agreement. Nothing herein is intended to transfer a property interest of any nature whatsoever by the County to the other Parties or third parties, including without limitation a lease or easement interest.
- L. Severability.** The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.
- M. Third Party Beneficiaries.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other party.
- N. Force Majeure.** No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but

not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this section is beyond the control and authority and without the fault or negligence of the Party seeking relief under this Section.

- O. Ability to Obligate.** Each Party hereto represents to the others that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in their names by their proper officers the day and year below written and forwarded to the Flagler County Attorney's Office for filing of this Agreement with the Clerk of the Circuit Court of Flagler County, Florida.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Date: _____

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

[Signature pages to follow.]

SCHOOL BOARD OF FLAGLER COUNTY

ATTEST:

William Furry, Chair

LaShakia Moore, Superintendent

Date: _____

APPROVED AS TO FORM:

School Board Attorney

[Signature pages to follow.]

FLAGLER COUNTY SHERIFF

ATTEST:

Rick Staly, Sheriff

Date: _____

APPROVED AS TO FORM:

John LeMaster, General Counsel

[Signature pages to follow.]

**CITY COMMISSION OF THE CITY OF
BUNNELL**

ATTEST:

Catherine Robinson, Mayor

Kristen Bates, City Clerk

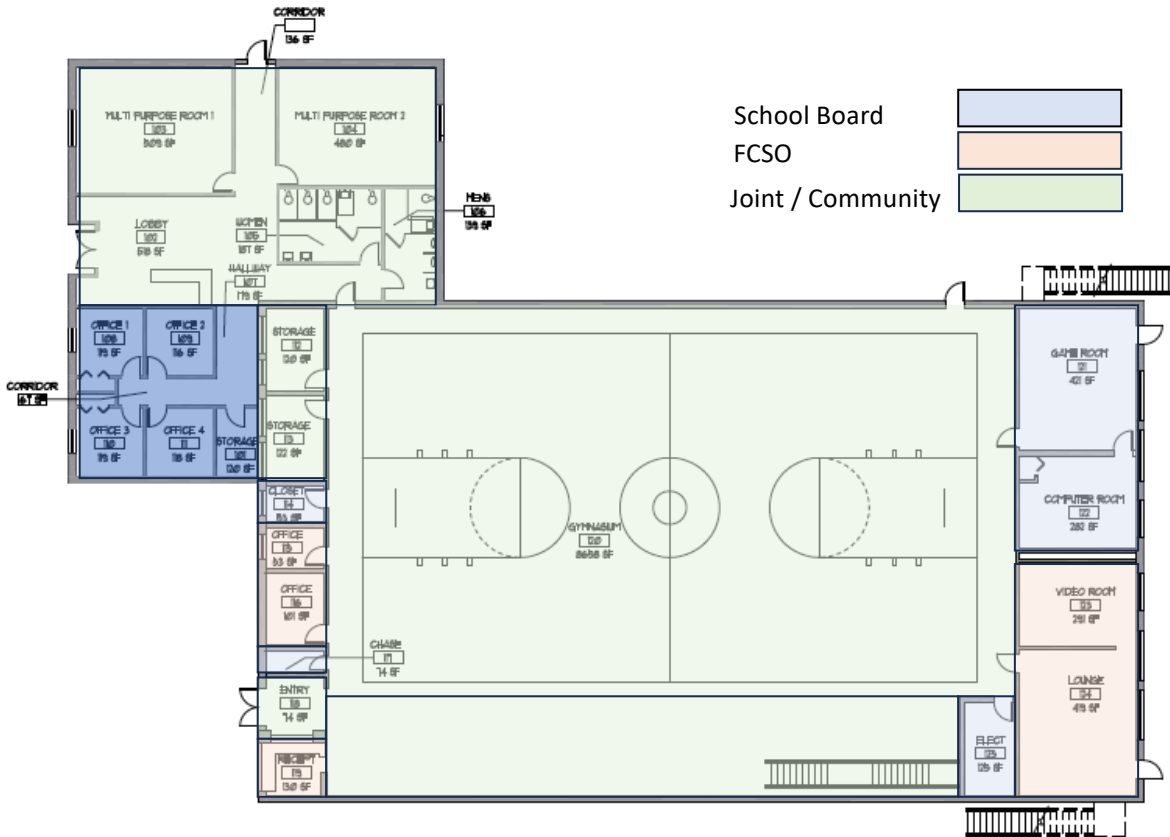
Date: _____

APPROVED AS TO FORM:

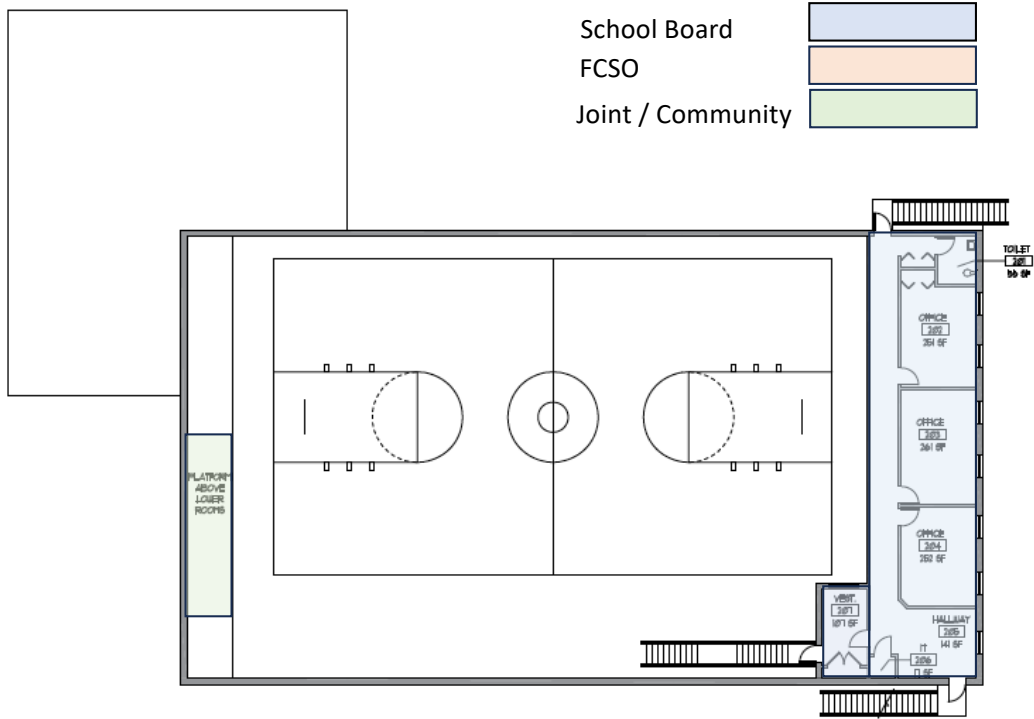
Paul Waters, City Attorney

Attachment A

Carver Center 1st Floor



Carver Center 2nd Floor



Attachment B

George Washington Carver
Community Center
201 Drain Street East
Bunnell, Florida 32110

School Board of Flagler County

The School Board and the County have worked together for over forty years to make the George Washington Carver Community Center (the “Carver Center”), currently owned by the County, and located in the City of Bunnell, a vibrant and wholesome educational and recreational facility for the youth and citizens of Flagler. This beneficial shared experience has afforded us the opportunity to evaluate the daily operations of the George Washington Carver Community Center and feel that a similar agreement could be reached between the parties for the facility moving forward. Specifics related to the responsibilities of the parties will be spelled out in more detail in an interlocal agreement.

George Washington Carver Foundation -501(c)(3)

A community support organization known as the George Washington Carver Foundation has been established. The purpose of this foundation is to facilitate community relationships and awareness of the center while promoting programs to local residents. The foundation’s 501(c)(3) status would assist with the solicitation and attainment of additional financial resources that otherwise would be unavailable. In addition, a member of the foundation will also serve on the Advisory Committee.

George Washington Carver Community Center Advisory Committee

The future governance of the George Washington Carver Community Center will be based in part on funding organizations and part on community representation. In an effort to provide a good cross-section of representation, the table below is an example of how the Advisory Committee of the George Washington Carver Community Center could look.

Entity	Representation
Flagler County Board of County Commissioners	1 Staff Member
City of Bunnell	1 Staff Member
Flagler School Board	1 Staff Member
Flagler County Sheriff's Office	1 Staff Member
Housing Authority of Flagler	1 Staff Member
G.W. Carver Foundation	1 Board Member
Community-at-Large member (appt. by Advisory Committee)	2 Community Member by appointment

The purpose of the George Washington Carver Community Center Advisory Committee will be to advise the School Board on the needs and delivery of services at the George Washington Carver Community Center. Each of the representatives would be able to have a voice to ensure that the needs of their respective constituents are being met at the Center. The managing entity of the George Washington Carver Community Center will receive feedback and guidance from the Advisory Committee during regularly scheduled meetings.

Funding

Many discussions have taken place regarding the future funding for the Center. Firm commitments have been made by several partners that will provide for the complete operational funding over the next five years.

These costs would then be shared by a variety of center partners to minimize the financial impact to any single entity. As expenditures increase each funding partner shall increase proportionally. The table below is an example of how the center would be funded.

Source	Annual Allocation
Flagler County	\$ 97,500
City of Bunnell	\$ 10,000
Flagler School Board	\$ 10,000
Flagler County Sheriff's Office	\$ 10,000
G.W. Carver Foundation / Other	\$ 5,000
Total	\$ 132,500

Community Center Operations

The George Washington Carver Community Center operational hours would be extended to operate from 9:00am -9:00pm, Monday – Friday, with special events being held on weekends and holidays. Specific detailed operational hours would be designed to meet all community members' needs, as well as utilize the overall facility. Semi-annually School Board and FCSO in collaboration will develop a schedule for the following semester.

During the summer, the George Washington Carver Community Center will host a variety of summer camps, for area youth. Weekends and holidays would be set aside to schedule as needed special events.

The Carver Community Center programs would include a continuum of after school, youth development activities and family support services that engage children from youth to adulthood while providing necessary support for their families.

Creation of Additional Programming

In working with our partners additional programming could be offered at the center to meet the socioeconomic and other needs of the community.

With the management of the Center by the School Board, additional programming would be developed for extended holidays during the school year such as Thanksgiving, Christmas, and Spring Break. These may include extended center hours for youth, sports camps, and holiday festivities. Still more would be developed for summer break to mimic the activities being provided at the George Washington Carver Community Center. These would consist of the summer food program and youth camps which may include field trips. Other programming could be developed for weekends. This could be done by non-profits and/or church groups that run special programs at the center or do neighborhood out reach.

Proposed Annual Operating Budget

Revenues	Amount
Flagler County	\$ 127,991
City of Bunnell	\$ 10,000
Flagler School Board	\$ 10,000
Flagler County Sheriff's Office	\$ 10,000
G.W. Carver Foundation / Other	\$ 5,000
Total	\$ 162,991

Expenses Paid by County	Amount
Other Contracted Services (Pest/Termite Control)	\$ 22,291
Utilities Expense (Electric, Water, Sewer)	\$ 40,000
Building/Equipment Repairs	\$ 2,000
Small Tools & Equipment	\$ 500
Other Misc. Operating Expenses	\$ 700
Increased Aid/Contribution to School Board	\$ 97,500
TOTAL	\$ 162,991



City of Bunnell, Florida

ATTACHMENTS:

Description

January 2024 City Manager Report

Type

Exhibit

City Manager's Monthly Report



Bentley the Bunnell Boa at Municipal Park

Dr. Alvin B. Jackson, Jr.
City Manager
For January 2024

Published: February 2024

City Announcement

2024 UPCOMING EVENTS

The City of Bunnell will be co-hosting or hosting the following events in the upcoming year. Mark you calendar and stay tuned to the City's website and Facebook page for information and updates.

- ⇒ March 22, 2024: Groundbreaking new Administration Complex
- ⇒ March 23, 2024: Spring Break BASH @ JB King Park starting at 10 AM [co-hosted with Beach 92.7]
- ⇒ April 22, 2024: State of the City @ Chambers Meeting Room Government Services Building starting at 6:30 PM
- ⇒ October 19 & 20, 2024 : Bunnell Italian Festival @ Flagler County Fairgrounds; Saturday 10 AM to 10 PM; Sunday 10 AM to 6 PM
 - Accepting applications for vendors, entertainment and sponsors now
 - <https://bunnellitalianfestival.com/>
- ⇒ December 13, 2024: Christmas in Bunnell @ JB King Park starting at 5:00 PM



City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.



Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website www.bunnellcity.us under FORMS.



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
 - The remediation of the hall was completed.
 - Design is complete and approved by both the State and Federal governments. Because of the historic designation on this building, any design plans need to be approved by the State and Division of Historical Resources.
 - The RFP for construction was re-released in August and the City is working on a contract with a construction company so the first phase of the restoration of the hall can begin.
 - To fully restore Coquina City Hall (given current construction costs), the City will need to invest over \$1 million into the facility,
- Municipal Park is at its new location: 1307 E. Howe Street (former Clegg Property)

Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

Information Technology

Performed an extensive review of the 100% drawings for the new building. Provided a couple pages of feedback. Met with the Spectrum Rep about fiber optic to our new building. Briefly had a conversation with the County on fiber connectivity to the County for the PD in the new building.

Created a thank you video for the Christmas in Bunnell event which was presented at the January 8th Board meeting. Sat in on the meeting for and wrote up the minutes for Deputy Clerk Bridgitte Gunnells.

Worked with the Clerk and others on the creation of the Bunnell Italian Festival website. The site is being offered for free from GoDaddy, and has been through a number of iterations.

In December the Board approved the new copier lease. We moved to 1 copier on lease, and received 3 new pieces of equipment in the PD, Finance, and Infrastructure departments.

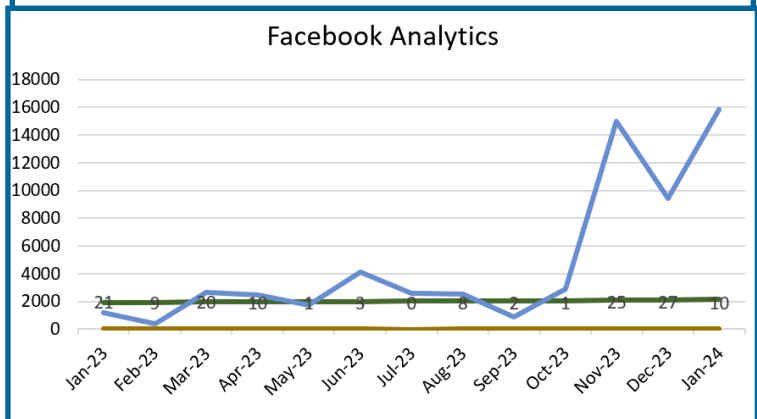
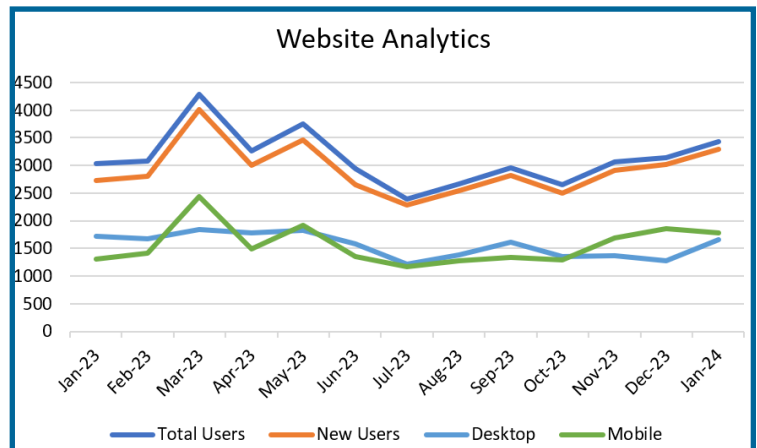
Spectrum sent a notice about needing to swap out some of our cable boxes, indicating they will not work into 2024. I had contacted our rep who reported there was some kind of a legislative change, and they could no longer offer basic cable to government entities for free anymore. Instead they were going to start charging \$44 per month for this service. With all of the free streaming services on the market we are going to let this lapse.

Worked with our hardware vendor on the annual hardware refresh. Awaiting the final quote to order this equipment.

Assisted with and participated in the 2024 Commission Advance. Working with the County, we identified some equipment to purchase. With this equipment we were able to record the meeting with our own equipment. The only thing we borrowed from the County were the wireless mics.

Top 10 web pages:

- | | |
|--------------------|----------------------|
| 1. Home Page | 6. Police |
| 2. Open Positions | 7. Agendas |
| 3. Advanced Search | 8. Contact Directory |
| 4. Building Dept. | 9. Community |
| 5. Police | 10. Volunteer Boards |



City Clerk Office

The City Clerk Office published and noticed agendas for the City's Public meetings held in January Public Meetings are City Commission meetings, workshops and Executive Strategy Sessions, Union Meetings, and any Volunteer Board meetings such as the Planning, Zoning and Appeals Board and Code Enforcement Board.

The Clerk's Office also worked on the following issues throughout the month:

- Working with Loci Architects for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall . A reduced scope of work is being prepared and plans are being approved by the State so the contract can be executed with the selected contractor (Collage Companies) for the actual construction work to begin. Permit for the reduced scope of work was submitted and approved.
- Christmas in Bunnell wrap up and thank you's to volunteers.
- Planning and organizational activities for the Bunnell Italian Festival.
- Participation in FEMA training.
- Planning for and hosting the January 26, 2024 Commission Advance.
- Working with Finance for Solid Waste Impact Fee Study to be approved by the City Commission.

Business Tax Receipts (BTRs)

All notices for FY 23/24 were mailed out to the address of record for each registered business the last week of June. If you have questions about BTR renewal, please contact the Deputy City Clerk at 386-263-8981.

Businesses should pay their BTR Renewal fees by **September 30, 2023** to avoid paying penalties and/or code enforcement action. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st. The City does not have the authority to waive penalties.

In the month of January, 29 businesses either renewed their BTR or received their initial BTR. The City collected \$ 3,481.53 in BTR and Fire Inspection fees in January; this includes the fees for renewals and newly issued local business tax receipts.

Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5 or email the Deputy Clerk at bgunnells@bunnellcity.us

ANNIVERSARIES:

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Michael McGrath—1/03/2011

Peter Willems—1/11/2016

Robert Myjak—1/27/2020

Zachary Palazzo—1/10/2022

Rebecca Brady—1/03/2011

Peter Young—1/03/2011



NEW EMPLOYEES: The City wants to give a warm welcome to our newest employees:

WE ARE HIRING. OPEN POSITIONS:

Police Officers

Utilities Crew Chief

Utilities Maintenance Technician I

Utilities Maintenance Technician II

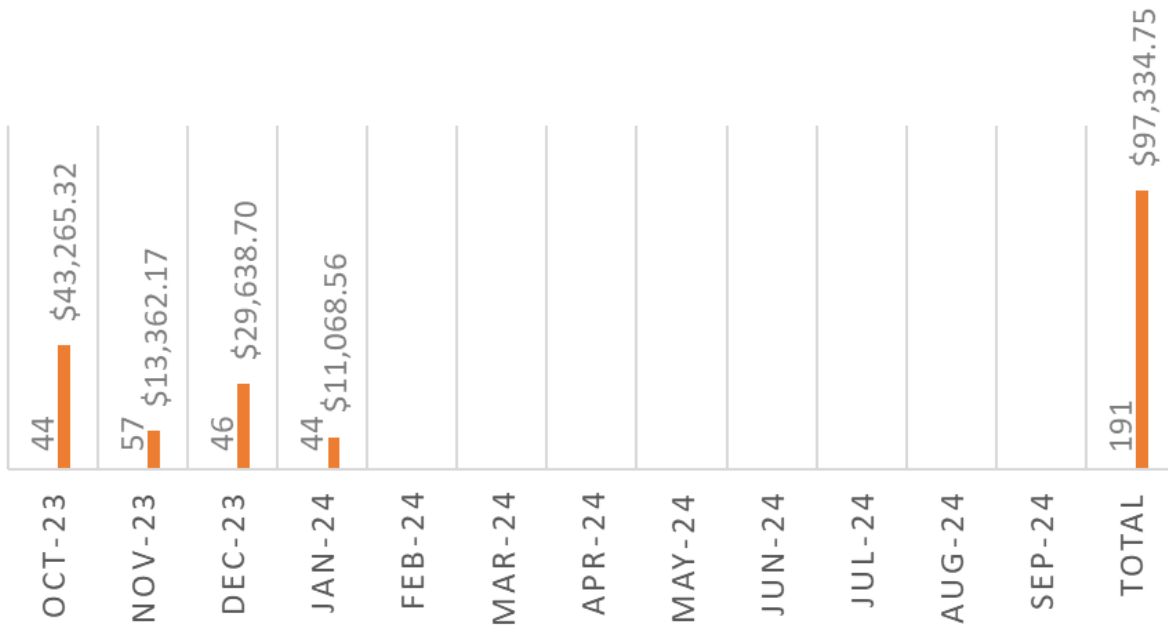
Utilities Maintenance Technician III



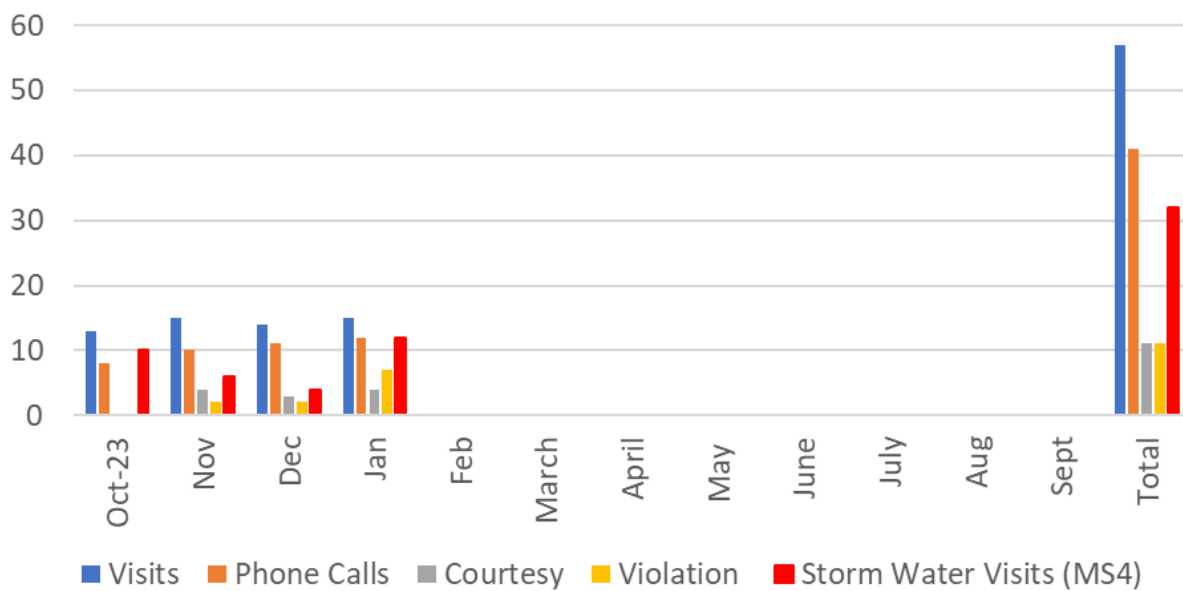
Community Development

PERMITS

of Permits Permit Amount

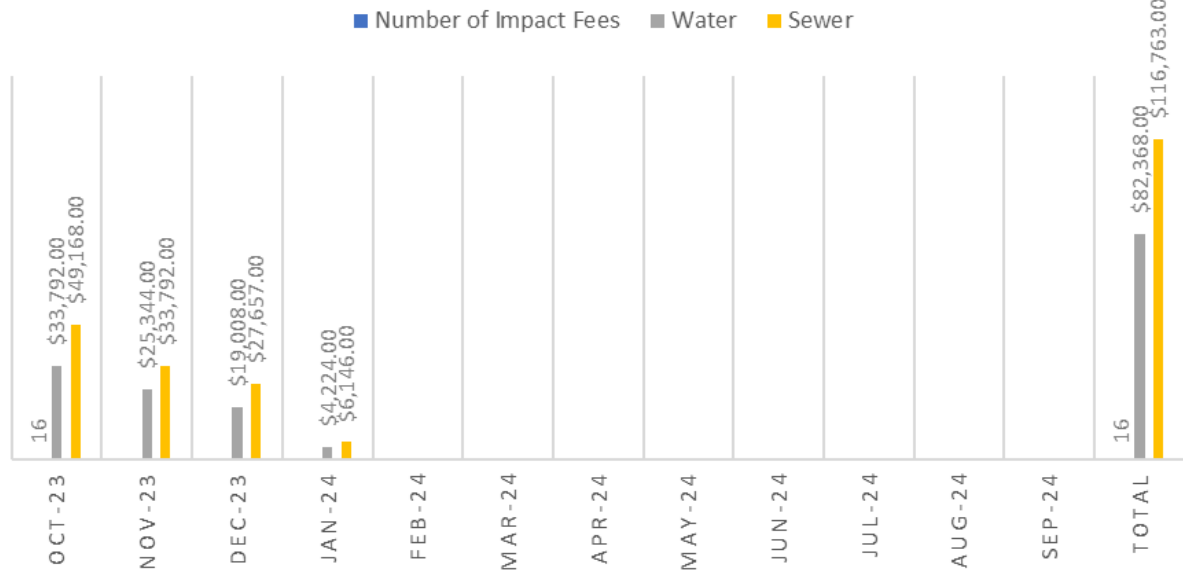


Code Enforcement

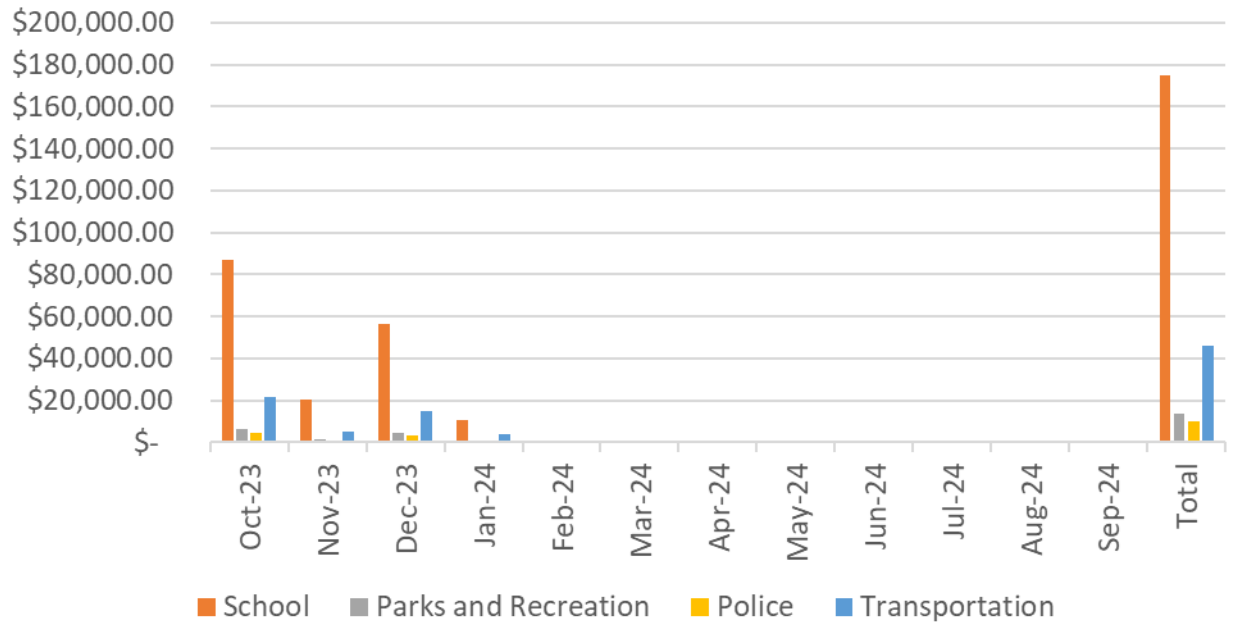


Community Development

IMPACT FEES WATER/SEWER



Impact Fees General Fund



Projects

Grant Projects:	Expense	Grant Amt
Community Development Block Grant (CDBG) - Hymon:	\$ 19,250	\$ 700,000
This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project would be the clearing and widening of the main drainage canal running from E. Short St. and Hymon Circle south along US1 to our MS4 outfall. This will increase drainage capacity for the entire southeastern quadrant of the city. Finally, a dirt service road would be constructed to access the canal for future maintenance by the city.		
The Environmental Review is complete. The City received the release of funds from Florida Commerce in August 2023.		
SJRWMD has requested revisions to the City's plans and specifications. The City anticipates submitting those revisions back to SJRWMD in the early part of January 2024. The City anticipates receiving the permit from SJRWMD in February and submitting the plans and specifications to Florida Commerce in early March 2023.		
The City has submitted a request for a twelve (12) month time extension in order to allow for construction of the project.		
HMGP Permanent Generator:		\$ 300,000
Purchase and installation of a 150kw backup generator with 500-amp ATS and docking station. When the new Administration/PD building is constructed, this will ensure the City of Bunnell's Police Department and essential staff are able to conduct operations in the event of loss of power during natural emergencies.		
Application submitted on 08/29/2023 via the FDEM portal.		
Master Plan Projects / Capital Projects:	Expense	Funding Amt
Wastewater Treatment Plant Rehab/Expansion Construction:	\$448,208	\$ 33,820,022
The project entails design, permitting, funding assistance, and construction administration services to rehabilitate the existing plant and expand the treatment capacity to 1.20 MGD.		
75% Estimate received and under review. 90% to be delivered mid-February 2024		
GRP/GIS Mapping (MP)		\$100,000
Ground Penetrating Radar (GPR) and Geographic Information System (GIS). Accurately map underground water and sewer lines.		
Maps and As-Builts submitted. Accounts set up.		

Projects (Cont)

Master Plan Projects / Capital Projects:

Expense

Funding Amt

MP Brackish Water RO

\$4,500,000

Design and construct a reverse osmosis (RO) system to treat brackish water and conduct a pilot study to determine the most effective treatment for the RO system. The City of Bunnell operates two brackish potable water wells (#7 and #8) that provide groundwater from the Upper Floridian Aquifer to blend with source water from the confined surficial aquifer. This Project will address brackish water by utilizing RO to treat and distribute finished water. By implementing an RO system, the levels of Total Dissolved Solids (TDS) and Chlorides (Cl) will be reduced, improving finished water quality, and allowing full use of Wells 7 and 8. The City has requested assistance under this authorization to design and construct an RO system and its associated components including: raw water main installation; RO skid installation and associated piping; and valves and controls. Construction will also cover structural additions/modifications to house the RO skid.

RFQ documents published 01.30.2024.

Lift Station SCADA (MP):

\$140,000

Provide SCADA to existing city-maintained lift stations. Supervisory Control and Data Acquisition system to interface with existing City-maintained lift stations and allow automatic notification of component failures.

Agreement approved by Commission 01/22/2024.

Capacities WTP/WWTP

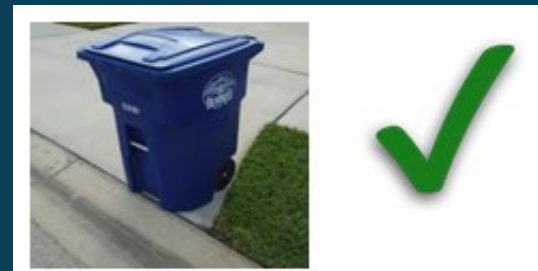
- Capacity for the WWTP for January 2024 was 79% with a total of 2.73" of rainfall. Total influent flow for the month was 14.701MG, with a Daily Average flow of 0.474MGD. Maximum daily flow was 01/12/2024 at 0.6788MGD, 113% capacity for the day.
- Total Reclaim Flows January 2024= 9.907MG with Daily Average flow of 0.320MGD.
- The WTP produced 11.600MG of drinking water, with a daily production average of 0.376MGD in January 2024. Maximum daily flow was 0.587MGD
- Billed meters January 2024- 2219

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	140.25 Tons	10.78
Residential Recycle	38.44 Tons	2.95
Yard Waste	48 Yards	2.4
Commercial Garbage	214.80 Tons	16.5
Commercial Cardboard	20.35 Tons	1.56
Scrap Metal	0 Tons	0
Construction & Demolition and Bulk debris	32.55 Tons	9.3
Waste Tires	0 Tons	0

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 to 3 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck has passed your location
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)

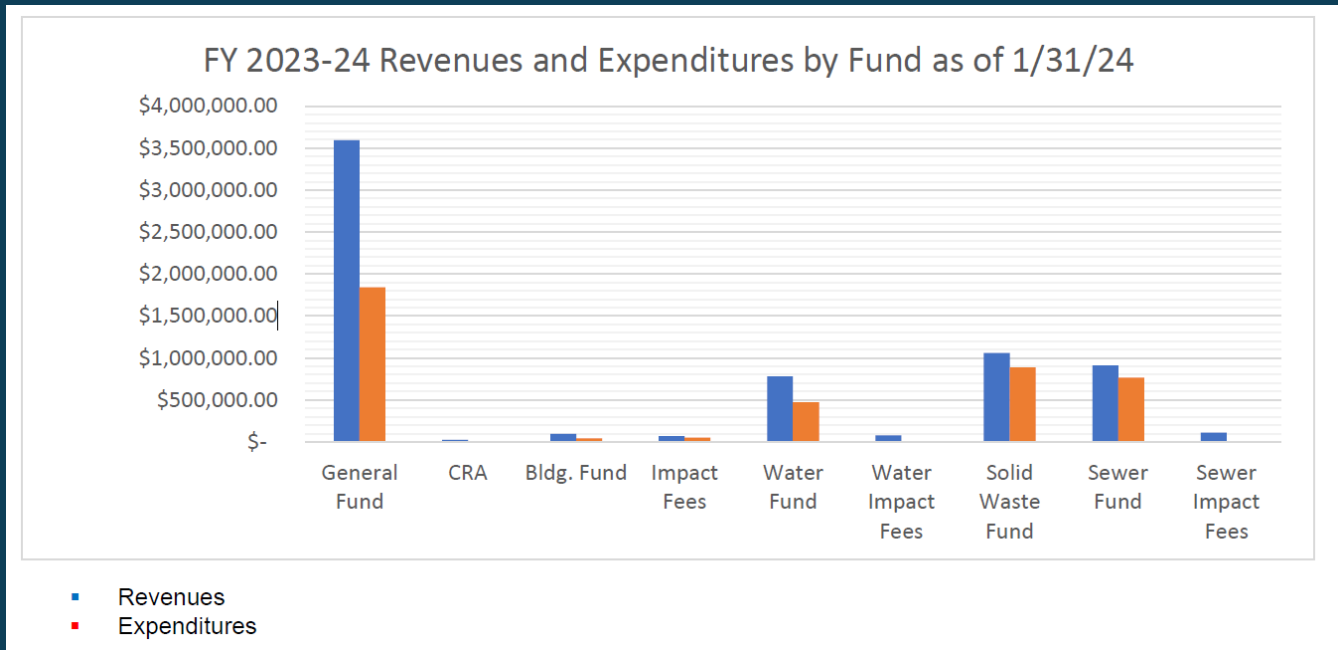
Solid Waste Fiscal Year Comparisons

	FY 20/21	FY 21/22	FY 22/23	FY 23/24 (as of 1/31/24)
Commercial Solid Waste	1995.58 Tons	2374.65 Tons	2622.54 Tons	878.8 Tons
Residential Solid Waste	1546.61 Tons	1446.87 Tons	1527.89 Tons	515.75 Tons
Cardboard & Recycle	623.3 Tons	582.61 Tons	594.12 Tons	209.07 Tons
Yard Waste	1153 Yards	1203 Yards	3333 Yards	260 Yards
Construction & Debris (C&D)	574.58 Tons	319 Tons	346.56 Tons	95.47 Tons
Scrap/Misc.	4.27 Tons	16.44 Tons	29.26 Tons	4.57 Tons
Yearly Total	5897.34	5942.57	8453.37	950.41

Finance Department

BUDGET PERFORMANCE FY 2023/2024

January was the fourth month of Fiscal Year 2023/2024. The approved 2023/2024 budget, including amendments, totals \$41,598,323 and includes all anticipated revenues, expenditures and reserves of the city from October 1, 2023 through September 30, 2024. The chart shows year to date revenues and expenditures by fund.



General Fund – The General Fund has total revenue of \$3,594,341 while expenditures currently total \$1,844,635. The General Fund's primary source of revenue is Ad Valorem (Property Taxes) and receipts generally occur at the end of November or beginning of December which allow for cashflow to fund expenditures for the rest of the fiscal year.

CRA Fund – The CRA Fund has total revenue of \$26,779. There are no current expenditures.

Building Fund - The Building Fund has total revenue of \$96,720. The expenditures total \$44,456.

Impact Fees – This fund accounts for Law Enforcement, Parks and Recreation and Transportation impact fees. Current revenue totals \$71,618 and expenditures are \$53,168.

Water Fund – The Water Fund has total revenue of \$781,916. The expenditures total \$473,417.

Water Impact Fees – The Water Impact Fee Fund has total revenue of \$80,820. The expenditures total \$0.

Solid Waste Fund – The Solid Waste Fund has revenues of \$1,059,605 and expenditures of \$889,974.

Sewer Fund – The Sewer Fund has total revenue of \$912,168. The expenditures total \$768,007.

Sewer Impact Fees - The Sewer Impact Fee Fund has total revenue of \$114,787. The expenditures total \$0.