CATHERINE D ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B JACKSON JR
CITY MANAGER

Crossroads of Flagler County

COMMISSIONERS:

PETE YOUNG
DAVID ATKINSON
DEAN SECHRIST

CITY COMMISSION MEETING

AMENDED 9/16/2025 Items Amended are marked with *
Monday, September 22, 2025 at 7:00 PM
2400 Commerce Pkwy
Chambers Meeting Room,
Bunnell, FL 32110

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1 Presentation: Introduction to the City of Bunnell Visioning Plan process by the Northeast Florida Regional Planning Council.

B.2 * Presentation: Capital Improvement Project Updates

C. Consent Agenda:

C.1 Approval of the September 22, 2025 Warrant

C.2 Approval of the August 25, 2025 City Commission Minutes

C.3 Request Approval to Piggyback Palm Coast Municipal Agreement #UT-25-54 with Hawkins for Bulk Chemicals

C.4 Approval of Second Amendment to Agreement #2024-08 with PC Construction dba PECO, Inc. for Professional Design - Build Services - Bunnell WTP Brackish Water Reverse Osmosis Project - Guaranteed Maximum Price (GMP) Acceptance and Notice to Proceed Authorization (NTP)

C.5 Request to Approve Grant Agreement #QG017 (COB #2025-16) with the State of Florida Department of Environmental Protection (FDEP).

C.6 Request Approval of Engineered Spray Solutions (ESS) 2025 Manhole Rehab Project Proposal and Purchase Order

C.7 Approval of Business Incentive Development Agreement for Project (Pizza Ninjas) - 3245 Holding LLC/Pizza Escape LLC

D. Resolutions: (Legislative):

D.1 Resolution 2025-11 Adopting Fiscal year 2025-2026 Final Millage Rate

D.2 Resolution 2025-12 Adopting Fiscal Year 2025/2026 Budget

E. Ordinances: (Legislative):

E.1 * Ordinance 2025-09 Requesting to amend the Official Zoning Map of the City of Bunnell for 1.36+/- acres of land from the R-1, Single Family Residential District" to the "L-1, Light Industrial District". - First Reading

E.2 * Ordinance 2025-05 Requesting to amend the Future Land Use Map of the Future Land Use Element in the 2035 Comprehensive Plan for 1,259+/- acres of land from "Agricultural and Silviculture" designation to the "Industrial" designation. - First Reading

E.3 * Ordinance 2025-06 Requesting to amend the Official Zoning Map of the City of Bunnell for 1,259+/- acres from the "AG&S, Agricultural and Silviculture District" to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District". - First Reading

F. Old Business: None

G. New Business:

G.1 Approval to submit a Community Development Block Grant â€“ Disaster Recovery (CDBG-DR) Mitigation application for utility infrastructure resiliency projects

H. Public Comments:

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

I. Reports:

City Clerk

Police Chief

City Attorney

City Manager

City Manager Report- August 2025

Mayor and City Commissioners:

J. Call for Adjournment

This agenda is subject to change without notice. Please check website www.bunnellcity.us for any changes to the agenda.

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.

City of Bunnell, Florida

Agenda Item No. B.1.

Document Date: 09/02/2025
Department: Community Development
Subject: Presentation: Introduction to the City of Bunnell Visioning Plan process by the Northeast Florida Regional Planning Council.
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

ATTACHMENTS:
Description
Visioning Plan City Commission Presentation.pdf

Summary/Highlights:

Northeast Florida Regional Planning Council will be presenting an introduction to the process of creating the City's Vision Plan and Statement that will take place over the next 5-6 months.

Background:

The City of Bunnell is partnering with the Northeast Florida Regional Planning Council (NEFRC) to develop and adopt a vision plan and statement through their community visioning program funded by the Federal Government.

The visioning process is community led and will involve multiple public meetings and community workshops with the final adoption of the plan expected to be in January 2026.

The NEFRC will be presenting to the Board of what to expect in the coming months and how the Board will be involved in this process. Once this plan is approved and adopted by the City Commission, it will serve as a foundational document towards the creation of the City's 2050 Comprehensive Plan.

There are 2 Community Meetings being scheduled for this visioning process. The first community meeting (not considered a public meeting) is scheduled for September 30, 2025 and will involve public involvement, surveys, and interactive working groups to garner feedback to start drafting the plan. The second community meeting (not considered a public meeting) is scheduled for October 28, 2025 and will involve reviewing the draft of the vision plan and statement to ensure it was drafted to the community's input. Notice will be sent out through the City's Facebook page and through the City's website prior to the community meetings.

Staff Recommendation:

None. This is an introduction for the creation of the City's Vision Plan and statement.

City Attorney Review:

Approved for agenda

City of Bunnell Vision Plan



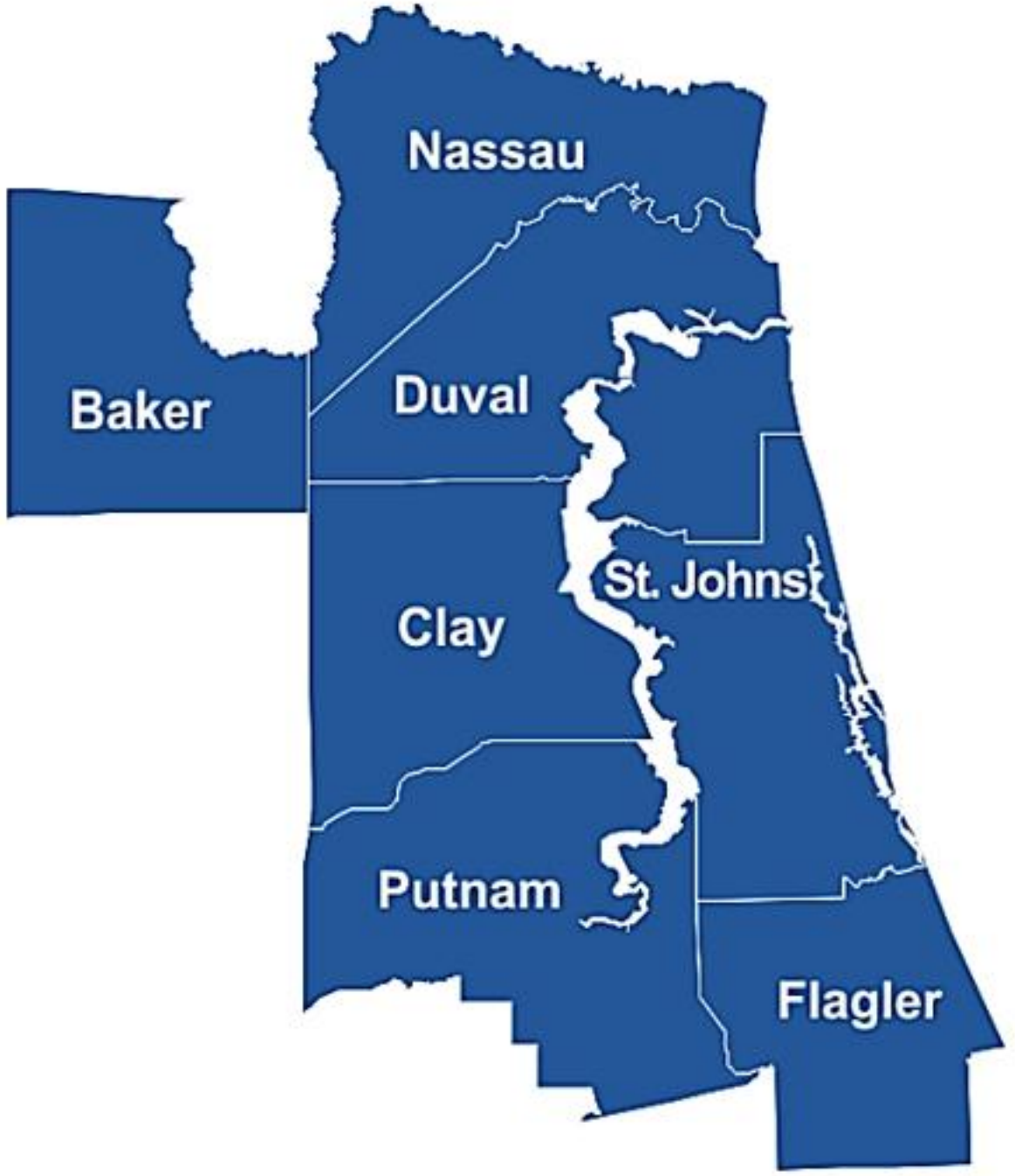
Presentation to the City Commission

September 8, 2025

Northeast Florida Regional Council

Our Mission

To celebrate the unique assets of Northeast Florida and to engage its people, businesses, governments, and organizations



Northeast Florida Regional Council Team

Cassidy Taylor, Economic Recovery Coordinator

Monica Dominguez, Economic Development Program Manager

Eleonore Burns, Economic Development Intern

Robert Jordan, Senior Regional Planner

Eric Anderson, Deputy CEO

Community Visioning Program



- NEFRC developed the Community Visioning Program through an Economic Development Administration Grant
- This program aims to elevate the prosperity of our region by inspiring smaller communities to envision and plan for a vibrant, resilient, and community-driven future
- The Community Visioning Program builds upon past community visioning projects, and provides a robust 6-month program that prioritizes community engagement

What is Community Visioning?



Community visioning is a process where community members collaborate to identify a shared vision for the future.

Purpose of Community Visioning

- Visioning provides a clear and shared direction for a community's future
- Communities can strategically plan and implement initiatives that align with their values and aspirations, ultimately driving sustainable economic development and comprehensive planning
- Community visioning is a powerful tool for fostering collaboration, building trust, and ensuring that future development aligns with residents' values

Community Visioning Process



- 5-Step Process
- Final Vision Plan will include:
  - Vision Statement
  - Public Engagement Results
  - Recommendations

Meeting Schedule

The Online Visual Preference Survey will be open **Sep 30th– Oct 28th, 2025**

- September 2nd, 2025
  - Presentation to Planning, Zoning, and Appeals Board for the City of Bunnell's Vision Plan
- September 8th, 2025
  - Presentation to City Commission for the City of Bunnell's Vision Plan
- September 30th, 2025
  - Workshop #1 for the City of Bunnell's Vision Plan
- October 28th, 2025
  - Workshop #2 for the City of Bunnell's Vision Plan

How to Participate

The Online Visual Preference Survey will be open Sep 30th – Oct 28th, 2025

NEFRC will conduct an online survey to gain insight into the communities' preferences to inform the City of Bunnell Vision Plan

Community Workshop #1

- September 30th at 6 pm
- NEFRC will introduce the project and conduct a Visual Preference Survey to determine how the City of Bunnell should look, feel, and function in the future

Community Workshop #2

- October 28th at 6pm
- NEFRC will present the results from Community Workshop #1 and Online Survey to ask the question – Did we get it right?

Questions?

Thank You

- Cassidy Taylor, Economic Recovery Coordinator
- (904) 637-9739
- CTaylor@nefrc.org
- www.nefrc.org

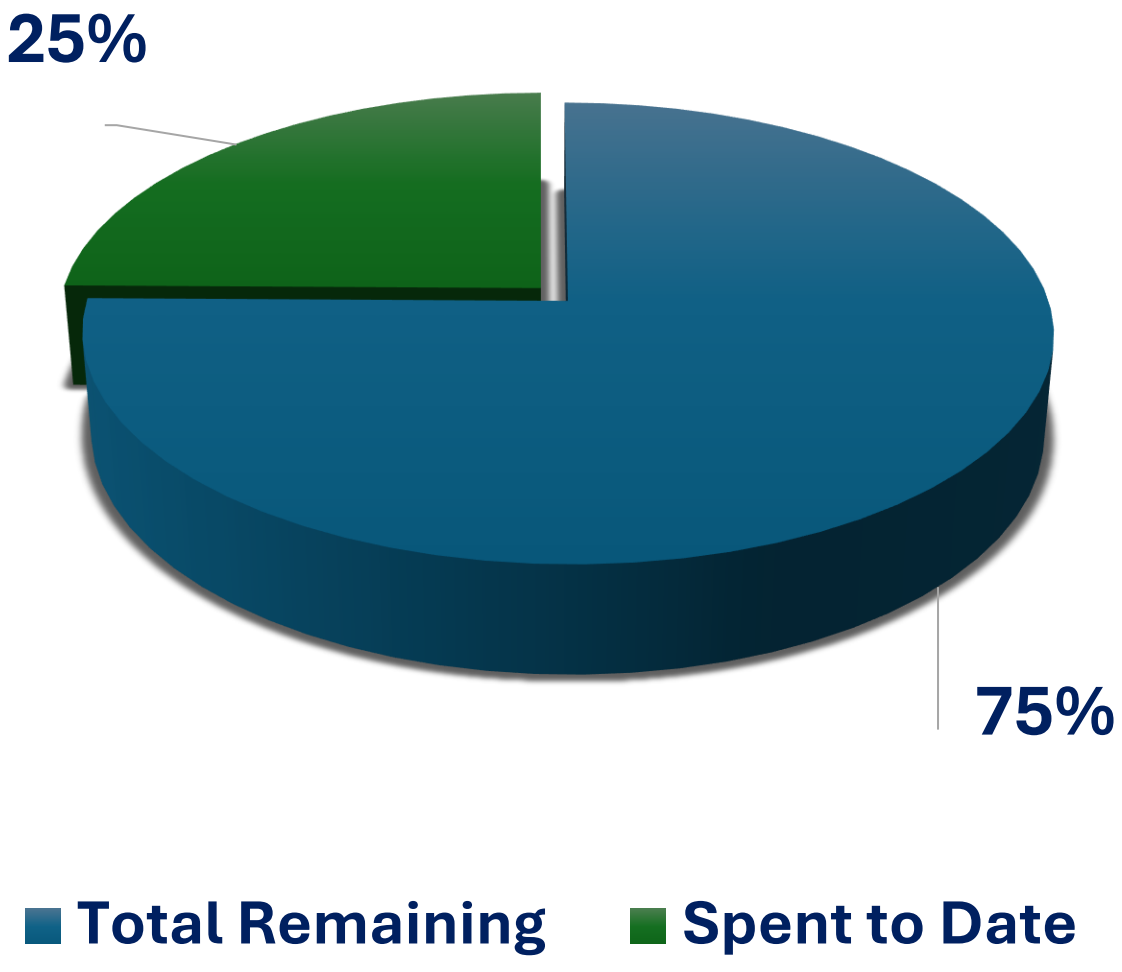


City Capital Projects Updates

#beinthebunnellknow

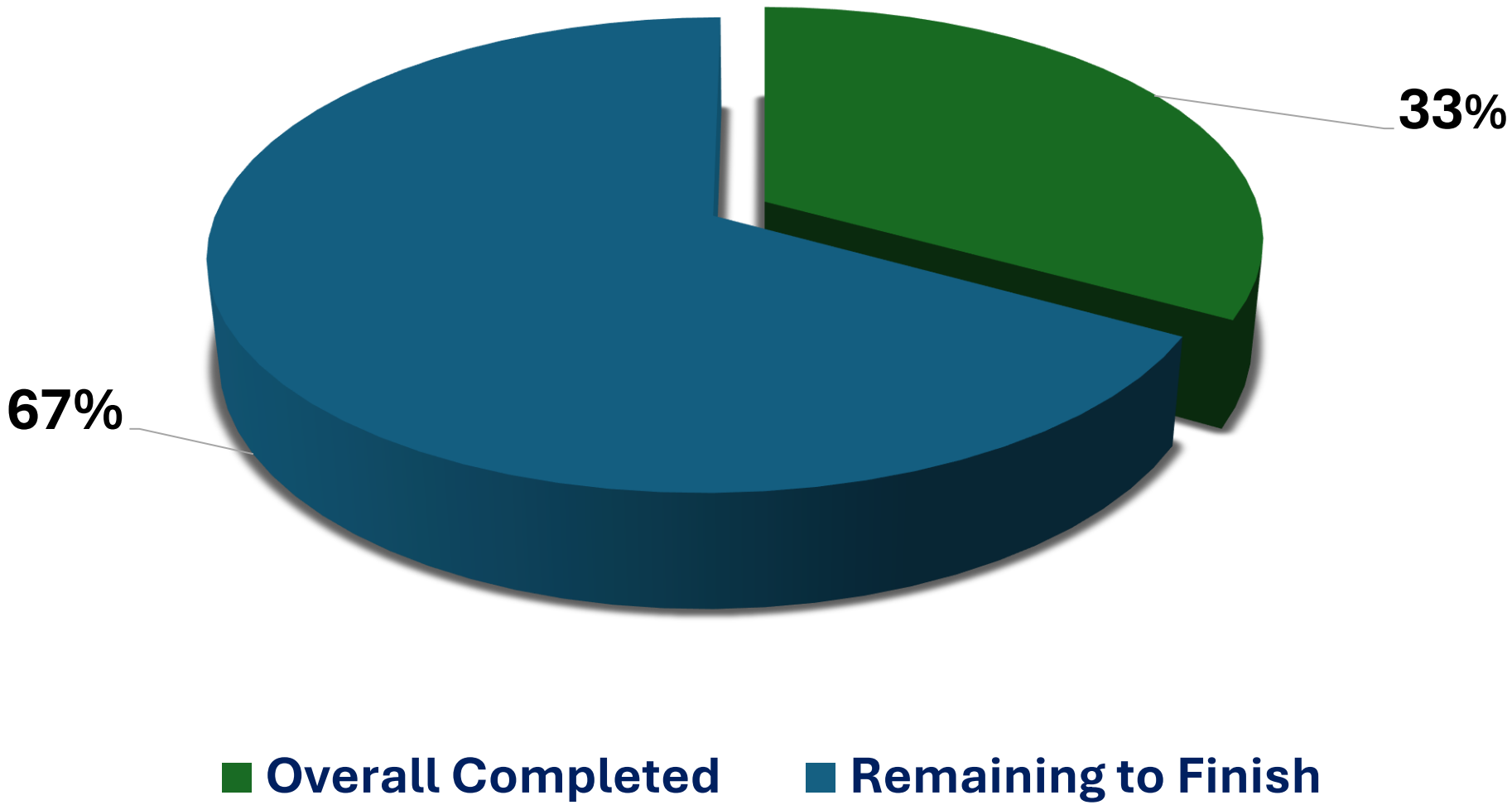
As of September 8, 2025

Wastewater Treatment Plant Rehab/Expansion



- Target Completion Date: April 2027
- Funding: $44,799,303

Percent Complete









BNR Rebar & Wall Forms in Progress | Concrete Pours to Continue

Splitter Box & Secondary Clarifier Coatings

Hymon Circle Drainage and Outfall Rehab

- **Primary Department:** Infrastructure/Stormwater
- **Award Amount:** $700,000
- **Funding Source:** Small Cities Community Development Block Grant (CDBG)
- **Amount Spent to date:** $639,451
- **Percent Complete:** 95%
- **Milestone Completed:** Construction Complete
- **Next Milestone/Step:** Final Pay Application & Finalization for Grant Completion
- **Target Completion Date:** September 30, 2025



Design-Build Brackish Water RO

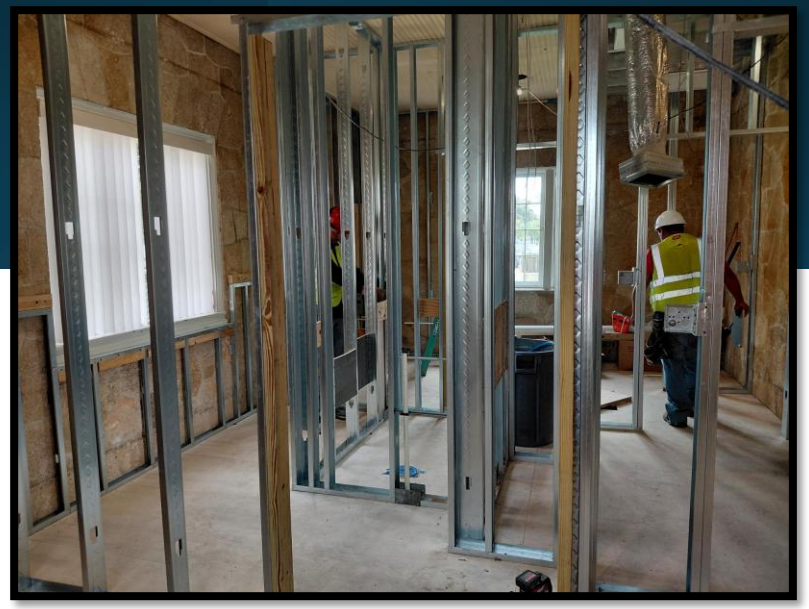
- **Primary Department:** Infrastructure/ Distribution Utility
- **Award/Budgeted Amount:** $4,500,000
- **Funding Source:** State of Florida Department of Environmental Protection Legislative Grant
- **Amount Spent to date:** $294,275
- **Percent Complete:** 6.5%
- **Milestone Completed:** Guaranteed Maximum Price (GMP) Delivered
- **Next Milestone/Step:** Commission Approval of GMP and Notice to Proceed | Consumptive use Permit Additional Allocation In Progress; Ground Water Modeling
- **Target Completion Date**: September 2026





Phase 2 Coquina Hall Restoration

- **Primary Department:** City Clerk
- **Award/Budgeted Amount:** $870,000.00
- **Funding Source:** Legislative Appropriation
- **Amount Spent to date**: $82,688.27
- **Percent Complete**: 10%
- **Milestone Completed:** Kick-off meeting and commencement of construction August 11th, Demolition, and Underfloor plumbing rough-in.
- **Next Milestone/Step:** Underfloor electrical rough-in, wall framing, in-wall plumbing and electrical rough-in, floor joist shoring, and ramp layout and foundations.
- **Target Completion Date**: 12/19/2025

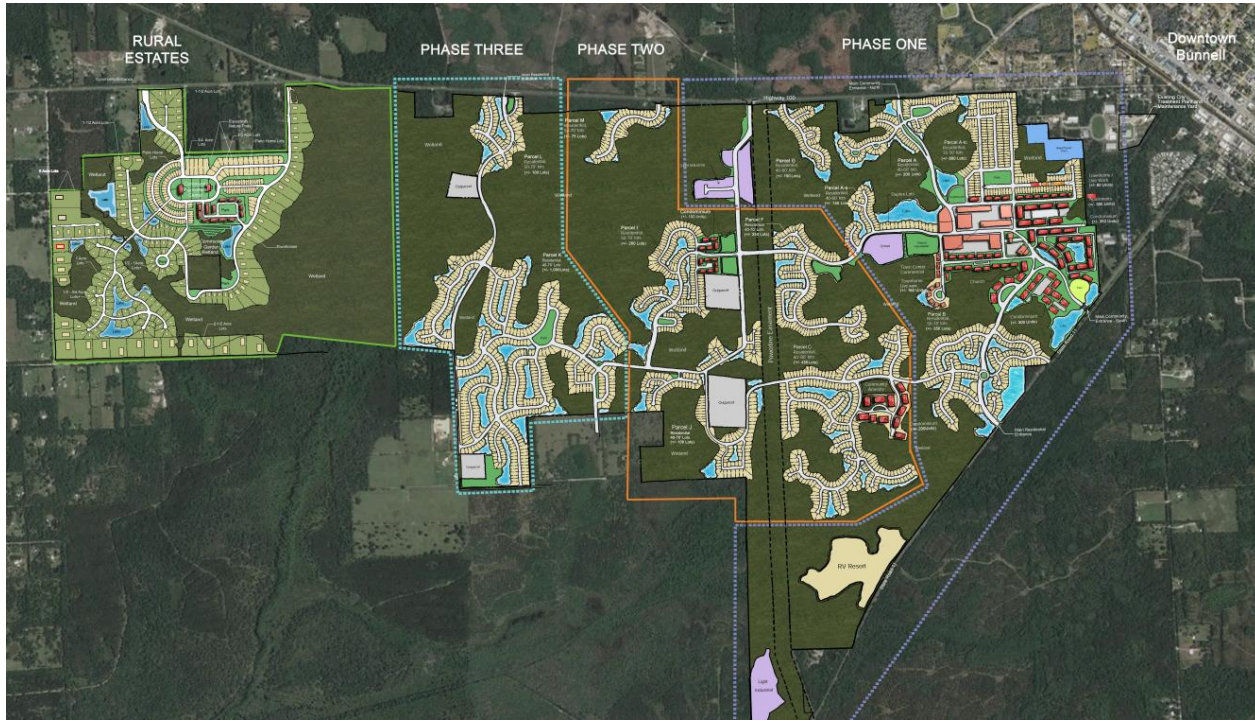




Phase 2 Coquina Hall Restoration will focus on additional structural issues and ADA access and compliance

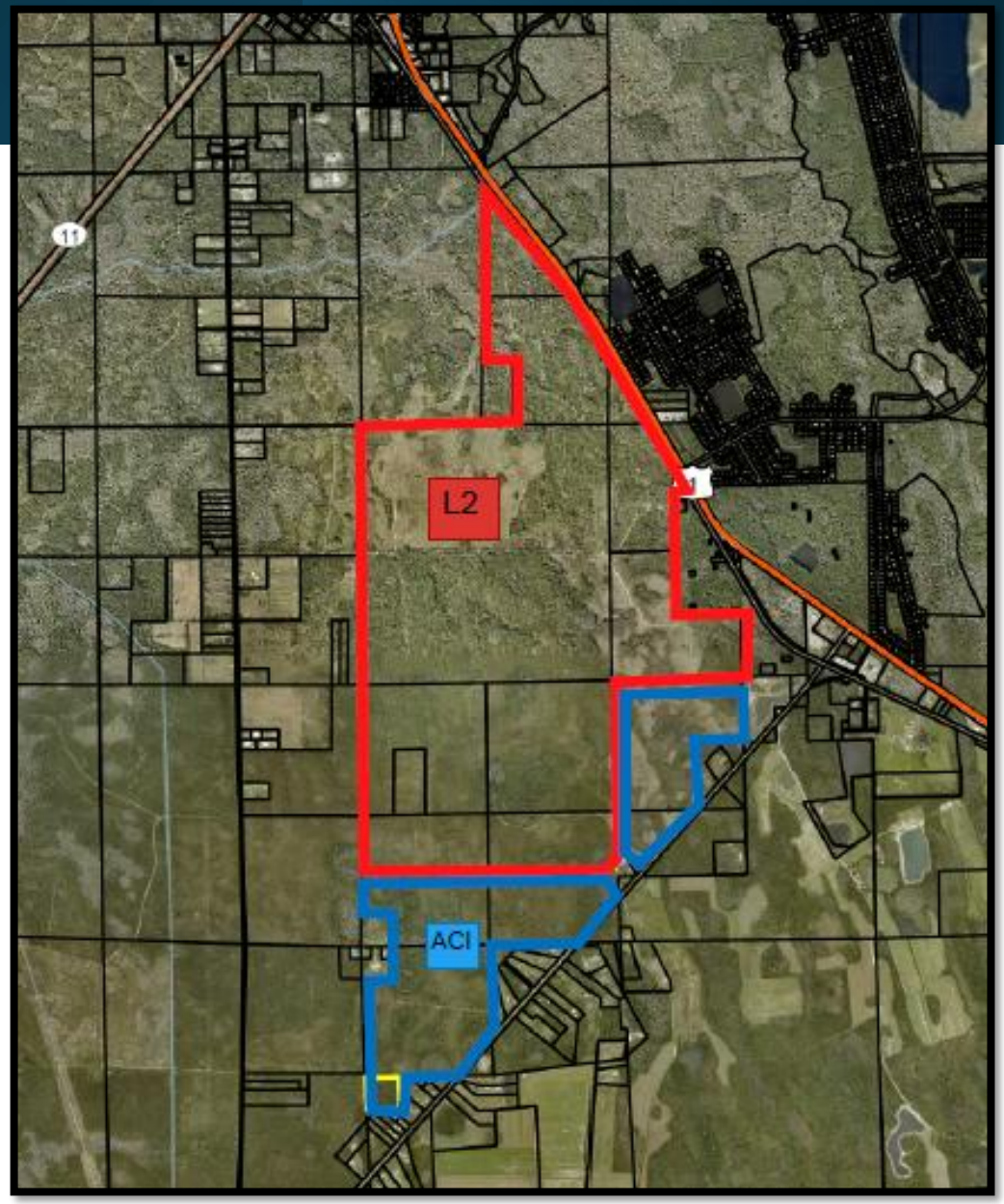
Proposed Development Update: Reserve at Haw Creek Update

- **Primary Department-** Community Development
- **Large-scale Future Land Use Map (FLUM) Amendment-** Adoption hearing to be scheduled
- **Planned Unit Development (PUD)/Zoning-**
  - The City Commission voted to reconsider the PUD and Developer's Agreement applications. Revised documents are expected from the applicant. Upon staff review and approval, the items will be re-advertised for a potential August hearing.



Proposed Development Update: US 1 Park

- **Primary Department-** Community Development
- **Project Summary-** Proposed FLUM amendment and rezoning for ±1,842 acres to allow Industrial and Agricultural Community Industrial uses. No specific development plans submitted to date.
- **Project Update-** The item was pulled from the June 23, 2025 agenda at the applicant's request. Staff is awaiting a revised application that will include self-imposed development restrictions. A new hearing date will be scheduled once submitted and reviewed.



City of Bunnell, FL

Expense Approval Register

cket: APPKT09241 - 2025-0922 Payment Process

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
Advance Stores Company, In...	8483524038756	09/04/2025	Repair & Maintenance Vehicl...	401-0533-533.4620	16.42
Advance Stores Company, In...	8483524038756	09/04/2025	Repair & Maintenance Vehicl...	404-0535-535.4620	16.41
			Vendor Advance Stores Company, Incorporated Total:		**32.83**
Vendor: Alliant Engineering Inc					
Alliant Engineering Inc	80834R	09/08/2025	Professional Services through..	001-0524-524.3400	917.50
Alliant Engineering Inc	82308	09/04/2025	Professional Services through..	001-0524-524.3400	1,905.00
			Vendor Alliant Engineering Inc Total:		**2,822.50**
Vendor: American Janitorial, Inc.					
American Janitorial, Inc.	30523	09/04/2025	August 2025 Services	001-0519-519.3401	2,692.30
American Janitorial, Inc.	30588	09/04/2025	Deep Cleaning Admin Building	001-0519-519.3401	90.00
			Vendor American Janitorial, Inc. Total:		**2,782.30**
Vendor: Boulevard Tire Center					
Boulevard Tire Center	27-116146	09/04/2025	Sensor/Light Veh 2005	001-0521-521.4620	209.90
			Vendor Boulevard Tire Center Total:		**209.90**
Vendor: Branson Allen					
Branson Allen	INV0014466	09/04/2025	Boot Reimbursement 2025	404-0535-535.5220	150.00
			Vendor Branson Allen Total:		**150.00**
Vendor: Bridgitte Gunnells					
Bridgitte Gunnells	04-253893955	09/04/2025	Notary Renewal Reimburse...	001-0524-524.5400	115.35
			Vendor Bridgitte Gunnells Total:		**115.35**
Vendor: Bunnell Auto Supply, Inc.					
Bunnell Auto Supply, Inc.	711043	09/04/2025	MIsc Supplies	404-0535-535.5200	91.53
Bunnell Auto Supply, Inc.	711261	08/27/2025	PW BPO	001-0541-541.4640	100.89
Bunnell Auto Supply, Inc.	711352	09/04/2025	Repair & Maintenace Vehicles	404-0535-535.4620	49.98
Bunnell Auto Supply, Inc.	711355	08/28/2025	PW BPO	001-0541-541.4640	33.25
Bunnell Auto Supply, Inc.	711674	09/03/2025	PW BPO	001-0541-541.4640	20.76
			Vendor Bunnell Auto Supply, Inc. Total:		**296.41**
Vendor: C.A.P. Government, Inc.					
C.A.P. Government, Inc.	0171378	09/04/2025	Professional Services from 7/...	118-0524-524.3401	2,794.50
			Vendor C.A.P. Government, Inc. Total:		**2,794.50**
Vendor: Calvin, Giordano & Associates, Inc.					
Calvin, Giordano & Associates..	2415444	09/09/2025	MJSP-2025-06 Fire Station #...	001-0524-524.3400	785.00
			Vendor Calvin, Giordano & Associates, Inc. Total:		**785.00**
Vendor: Charter Communications					
Charter Communications	126330201090125	09/12/2025	100 Utility St 9/01-9/30/25	401-0533-533.4100	390.00
Charter Communications	168540101090725	09/12/2025	405 E Drain St 9/13-10/12/25	001-0572-572.4100	150.00
Charter Communications	169444401090725	09/12/2025	1769 E Moody 9/09-10/08/25	001-0521-521.4100	169.99
			Vendor Charter Communications Total:		**709.99**
Vendor: Cintas Corporation NO 2					
Cintas Corporation NO 2	4234659674	09/04/2025	Uniform Rental/Maint	001-0541-541.5220	54.98
Cintas Corporation NO 2	4234659674	09/04/2025	Uniform Rental/Maint	001-0549-549.5220	54.98
Cintas Corporation NO 2	4234659674	09/04/2025	Uniform Rental/Maint	001-0572-572.5220	54.98
Cintas Corporation NO 2	4234659674	09/04/2025	Uniform Rental/Maint	402-0534-534.5220	54.98
Cintas Corporation NO 2	4235426498	09/08/2025	UniformRental/Maint	001-0541-541.5220	64.00
Cintas Corporation NO 2	4235426498	09/08/2025	UniformRental/Maint	001-0549-549.5220	23.94
Cintas Corporation NO 2	4235426498	09/08/2025	UniformRental/Maint	001-0572-572.5220	66.37
Cintas Corporation NO 2	4235426498	09/08/2025	UniformRental/Maint	402-0534-534.5220	47.13
Cintas Corporation NO 2	4236708988	09/08/2025	UniformRental/Maint	001-0541-541.5220	65.00
Cintas Corporation NO 2	4236708988	09/08/2025	UniformRental/Maint	001-0549-549.5220	34.31
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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Cintas Corporation NO 2	4238158950	09/08/2025	UniformRental/Maint	001-0549-549.5220	37.06
Cintas Corporation NO 2	4238158950	09/08/2025	UniformRental/Maint	001-0572-572.5220	80.43
Cintas Corporation NO 2	4238158950	09/08/2025	UniformRental/Maint	402-0534-534.5220	36.35
Cintas Corporation NO 2	4236242447	09/08/2025	UniformRental/Maint	001-0541-541.5220	65.00
Cintas Corporation NO 2	4236242447	09/08/2025	UniformRental/Maint	001-0549-549.5220	34.31
Cintas Corporation NO 2	4236242447	09/08/2025	UniformRental/Maint	001-0572-572.5220	77.68
Cintas Corporation NO 2	4236242447	09/08/2025	UniformRental/Maint	402-0534-534.5220	49.99
Cintas Corporation NO 2	4239625278	09/08/2025	UniformRental/Maint	001-0541-541.5220	67.75
Cintas Corporation NO 2	4239625278	09/08/2025	UniformRental/Maint	001-0549-549.5220	37.06
Cintas Corporation NO 2	4239625278	09/08/2025	UniformRental/Maint	001-0572-572.5220	80.43
Cintas Corporation NO 2	4239625278	09/08/2025	UniformRental/Maint	402-0534-534.5220	75.49
Cintas Corporation NO 2	4241092388	09/04/2025	Uniform Rental/Maint	401-0533-533.5220	83.95
Cintas Corporation NO 2	4241092388	09/04/2025	Uniform Rental/Maint	404-0535-535.5220	12.58
Cintas Corporation NO 2	4241092855	09/04/2025	Uniform Rental/Maint	404-0535-535.5220	54.83
Cintas Corporation NO 2	4238887496	09/08/2025	UniformRental/Maint	001-0541-541.5220	62.65
Cintas Corporation NO 2	4238887496	09/08/2025	UniformRental/Maint	001-0549-549.5220	37.06
Cintas Corporation NO 2	4238887496	09/08/2025	UniformRental/Maint	001-0572-572.5220	80.43
Cintas Corporation NO 2	4238887496	09/08/2025	UniformRental/Maint	402-0534-534.5220	36.35
Cintas Corporation NO 2	4241854638	09/08/2025	UniformRental/Maint	401-0533-533.5220	83.95
Cintas Corporation NO 2	4241854638	09/08/2025	UniformRental/Maint	404-0535-535.5220	12.58
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Vendor: City of Bunnell - WS O&M					
City of Bunnell - WS O&M	INV0014594	09/12/2025	01-5271-01 July 2025	001-0519-519.4300	928.35
City of Bunnell - WS O&M	INV0014467	09/04/2025	01-0040-01 August 2025	001-0572-572.4300	497.06
City of Bunnell - WS O&M	INV0014468	09/04/2025	01-5270-01 August 2025	401-0533-533.4300	187.76
City of Bunnell - WS O&M	INV0014469	09/04/2025	02-2050-09 August 2025	001-0519-519.4300	165.61
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City of Bunnell - WS O&M	INV0014478	09/04/2025	03-0320-01 August 2025	001-0572-572.4300	430.85
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City of Bunnell - WS O&M	INV0014482	09/08/2025	03-1541-00 August 2025	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014483	09/08/2025	03-4991-00 August 2025	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014484	09/08/2025	03-5151-00 August 2025	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014485	09/08/2025	03-5191-00 August 2025	001-0572-572.4300	89.92
City of Bunnell - WS O&M	INV0014486	09/08/2025	03-5240-01 August 2025	404-0535-535.4300	411.69
City of Bunnell - WS O&M	INV0014487	09/08/2025	03-5260-01 August 2025	001-0541-541.4300	669.01
City of Bunnell - WS O&M	INV0014488	09/08/2025	04-0085-00 August 2025	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014489	09/08/2025	04-0170-02 August 2025	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014490	09/08/2025	04-1140-01 August 2025	001-0572-572.4300	321.58
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City of Bunnell - WS O&M	INV0014493	09/08/2025	04-3032-00 August 2025	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014494	09/08/2025	04-3360-01 August 2025	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014495	09/08/2025	03-0545-00 August 2025	404-0535-535.4300	90.07
City of Bunnell - WS O&M	INV0014496	09/08/2025	06-0327-01 August 2025	404-0535-535.4300	89.92
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Vendor: Collage Design and Construction Group, Inc.					
Collage Design and Construct...	PAYAPP1	09/15/2025	Phase 2 Coquina Hall Restora...	001-0572-572.6200	78,534.86
				Vendor Collage Design and Construction Group, Inc. Total:	**78,534.86**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Computers at Work, Inc					
Computers at Work, Inc	CAWI37414	09/11/2025	Ready Rails	001-0516-516.5264	88.56
				Vendor Computers at Work, Inc Total:	**88.56**
Vendor: Culligan Water Products					
Culligan Water Products	202505-7400235251	09/09/2025	Inv#'s 454337, 484097, 5206...	001-0521-521.5100	38.00
Culligan Water Products	625127	09/10/2025	Water/service/return	001-0521-521.5100	44.75
				Vendor Culligan Water Products Total:	**82.75**
Vendor: DG Hardware, Inc.					
DG Hardware, Inc.	123366	09/09/2025	Misc Supplies	001-0572-572.5200	135.22
DG Hardware, Inc.	123367	09/09/2025	Misc Supplies	001-0572-572.5200	52.71
DG Hardware, Inc.	123373	09/09/2025	Misc Supplies	001-0572-572.5200	27.29
DG Hardware, Inc.	123384	09/09/2025	Misc Supplies	001-0572-572.5200	60.45
DG Hardware, Inc.	123445	09/10/2025	Concrete	401-0533-533.5205	100.40
				Vendor DG Hardware, Inc. Total:	**376.07**
Vendor: Enterprise FM Trust - Enterprise Fleet Management Customer Billing					
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	PD-Lease	001-0521-521.4400	15,610.66
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	PD Maint-Repair	001-0521-521.4620	48.00
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Community Development Le...	001-0524-524.4400	195.94
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Community Development Ma..	001-0524-524.4620	32.07
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Public Works Lease	001-0541-541.4400	1,675.95
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Public WorksMaint-Repair	001-0541-541.4620	189.52
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Fleet Lease	001-0549-549.4400	3,153.63
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Fleet Maint-Repair	001-0549-549.4620	65.87
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Park and Rec Lease	001-0572-572.4400	1,185.11
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Park and Rec Maint-Repair	001-0572-572.4620	192.01
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Building Department Lease	118-0524-524.4400	195.94
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Building Department Maint-...	118-0524-524.4620	32.07
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Water - Lease	401-0533-533.4400	1,300.08
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Water (Split) Lease	401-0533-533.4400	1,678.18
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Water (Split)Maint-Repair	401-0533-533.4620	163.28
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Water -Maint-Repair	401-0533-533.4620	100.25
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Solid Waste Lease	402-0534-534.4400	916.95
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Solid Waste Maint-Repair	402-0534-534.4620	86.74
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Waster Water (Split) Lease	404-0535-535.4400	1,678.18
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Waste Water Lease	404-0535-535.4400	1,265.92
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Waster Water (Split) Mainte...	404-0535-535.4620	163.28
Enterprise FM Trust - Enterpr...	FBN5438712	09/15/2025	Waste WaterMaint-Repair	404-0535-535.4620	90.03
				Vendor Enterprise FM Trust - Enterprise Fleet Management Customer Billing Total:	**30,019.66**
Vendor: Erik Lee Beall					
Erik Lee Beall	2546	09/10/2025	Misc Expenses	401-0533-533.4900	950.00
				Vendor Erik Lee Beall Total:	**950.00**
Vendor: EXP U.S. Services Inc.					
EXP U.S. Services Inc.	156340	09/10/2025	Professional Services Through..	001-0524-524.3400	2,198.54
				Vendor EXP U.S. Services Inc. Total:	**2,198.54**
Vendor: Flagler County Clerk of Courts					
Flagler County Clerk of Courts	4914202509	09/09/2025	Recording Fees August 2025	001-0512-512.3300	89.50
Flagler County Clerk of Courts	4914202509	09/09/2025	Recording Fees August 2025	001-0524-524.3300	50.00
				Vendor Flagler County Clerk of Courts Total:	**139.50**
Vendor: Flagler Humane Society					
Flagler Humane Society	1183AB	09/10/2025	Services for August 2025	001-0562-562.3402	2,352.74
				Vendor Flagler Humane Society Total:	**2,352.74**
Vendor: Flagler Inspections LLC					
Flagler Inspections LLC	0209D	09/10/2025	Services 8/13-8/26/25	118-0524-524.3401	1,020.00
				Vendor Flagler Inspections LLC Total:	**1,020.00**
Vendor: Florida Health Care Plans, Inc.					
Florida Health Care Plans, Inc.	338238	09/12/2025	T-66 September 2025 Group...	001-2184000	35,448.74
Florida Health Care Plans, Inc.	338239	09/12/2025	T-23 September 2025 Group...	001-2184500	1,949.44

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Florida Health Care Plans, Inc.	338240	09/12/2025	T-23 September 2025 Group...	001-2184000	2,009.72
				Vendor Florida Health Care Plans, Inc. Total:	**39,407.90**
Vendor: Florida Natural Gas					
Florida Natural Gas	1302879ES	09/15/2025	Services Charges August 2025	001-0519-519.4300	49.23
				Vendor Florida Natural Gas Total:	**49.23**
Vendor: Fortiline Inc					
Fortiline Inc	7050424	09/10/2025	Misc Supplies	401-0533-533.5205	545.00
				Vendor Fortiline Inc Total:	**545.00**
Vendor: Freese and Nichols, Inc.					
Freese and Nichols, Inc.	0001390083	08/26/2025	Stormwater Utility Fee Study	001-0538-538.3100	10,000.00
				Vendor Freese and Nichols, Inc. Total:	**10,000.00**
Vendor: Gannett Media Corp					
Gannett Media Corp	0007301605	09/11/2025	Ord 2024-09/2025-10	001-0512-512.4800	1,326.50
				Vendor Gannett Media Corp Total:	**1,326.50**
Vendor: Hawkins Inc					
Hawkins Inc	7175999	08/21/2025	WWTP CHEMICALS	404-0535-535.5200	1,210.00
Hawkins Inc	7183631	08/28/2025	WWTP CHEMICALS	404-0535-535.5200	1,210.00
Hawkins Inc	7188678	09/04/2025	WTP CHEMICALS	401-0533-533.5205	2,268.75
Hawkins Inc	7188679	09/04/2025	WWTP CHEMICALS	404-0535-535.5200	1,815.00
				Vendor Hawkins Inc Total:	**6,503.75**
Vendor: InfoSend, Inc.					
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	401-0533-533.4200	81.32
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	401-0533-533.4200	304.40
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	401-0533-533.4700	115.16
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	401-0533-533.4700	27.83
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	402-0534-534.4200	81.32
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	402-0534-534.4200	304.40
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	402-0534-534.4700	27.82
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	402-0534-534.4700	115.16
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	404-0535-535.4200	304.40
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	404-0535-535.4200	81.32
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	404-0535-535.4700	115.16
InfoSend, Inc.	293850	09/10/2025	Printing/Binding Expense	404-0535-535.4700	27.82
				Vendor InfoSend, Inc. Total:	**1,586.11**
Vendor: Katrina Ellison					
Katrina Ellison	Refund 7/12/25	09/15/2025	Joanne B King Refund	001-2200000	75.00
Katrina Ellison	Refund 7/12/25	09/15/2025	Joanne B King Refund	001-3475400	-25.00
				Vendor Katrina Ellison Total:	**50.00**
Vendor: Kerri A Uebel					
Kerri A Uebel	159645	09/10/2025	Repair & Maintenance	001-0572-572.4640	119.98
Kerri A Uebel	159731	09/10/2025	Misc Equipment Repair	001-0541-541.4640	74.40
				Vendor Kerri A Uebel Total:	**194.38**
Vendor: Kimball Midwest					
Kimball Midwest	103552526	09/10/2025	Gloves/Hand cleaner	001-0549-549.5200	222.38
				Vendor Kimball Midwest Total:	**222.38**
Vendor: Lynch Oil Company					
Lynch Oil Company	16762180	09/11/2025	Dyed Diesel- 200 Tolman St	404-0535-535.5210	356.14
				Vendor Lynch Oil Company Total:	**356.14**
Vendor: Medi-Quick Urgent Care					
Medi-Quick Urgent Care	Plan OCCU0B 9/05/25	09/12/2025	Chandler & Nelson	402-0534-534.4900	115.00
Medi-Quick Urgent Care	Plan OCCU0B 9/05/25	09/12/2025	Chandler & Nelson	404-0535-535.4900	130.00
				Vendor Medi-Quick Urgent Care Total:	**245.00**
Vendor: Nicholson A/C & Heating, Inc.					
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	001-0541-541.4400	29.16
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	001-0549-549.4400	29.17
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	001-0572-572.4400	29.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	401-0533-533.4400	29.17
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	402-0534-534.4400	29.17
Nicholson A/C & Heating, Inc.	86186	09/11/2025	Ice Machine Rental	404-0535-535.4400	29.17
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	001-0541-541.4400	29.16
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	001-0549-549.4400	29.17
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	001-0572-572.4400	29.16
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	401-0533-533.4400	29.17
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	402-0534-534.4400	29.17
Nicholson A/C & Heating, Inc.	86884	09/11/2025	Ice Machine Rental	404-0535-535.4400	29.17
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	001-0541-541.4400	29.16
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	001-0549-549.4400	29.17
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	001-0572-572.4400	29.16
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	401-0533-533.4400	29.17
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	402-0534-534.4400	29.17
Nicholson A/C & Heating, Inc.	87494	09/11/2025	Ice Machine Rental	404-0535-535.4400	29.17
				Vendor Nicholson A/C & Heating, Inc. Total:	**525.00**
Vendor: ODYSSEY MANUFACTURING COMPANY					
ODYSSEY MANUFACTURING ...	092879	08/20/2025	Bulk Salt	401-0533-533.5205	4,664.30
				Vendor ODYSSEY MANUFACTURING COMPANY Total:	**4,664.30**
Vendor: Pace Analytical Services, LLC					
Pace Analytical Services, LLC	2535685892	09/09/2025	Lab Testing per FDEP WTP	401-0533-533.3401	525.00
				Vendor Pace Analytical Services, LLC Total:	**525.00**
Vendor: Palm Coast Observer, LLC					
Palm Coast Observer, LLC	25-00297F	09/11/2025	2025-02 Reserve at Haw Cre...	001-0512-512.4800	67.50
Palm Coast Observer, LLC	25-00313F	09/11/2025	2025-02 Reserve at Haw Cre...	001-0512-512.4800	120.00
				Vendor Palm Coast Observer, LLC Total:	**187.50**
Vendor: PC Construction Company					
PC Construction Company	PAYAPP12 WSD-2302	09/04/2025	GMP 1 WWTF BNR Improve...	404-0535-535.6200	1,985,270.92
PC Construction Company	PAYAPP12 WSD-2302	09/04/2025	Retainage	404-2050000	-99,263.55
PC Construction Company	PAYAPP10 WSD-2401	09/09/2025	Phase 1 BW Reverse Osmosis...	401-0533-533.6300	172,876.00
				Vendor PC Construction Company Total:	**2,058,883.37**
Vendor: R.W. Aire Conditioning & Heating Inc					
R.W. Aire Conditioning & Hea...	i3912	09/11/2025	General Building Maint	001-0541-541.5220	53.75
R.W. Aire Conditioning & Hea...	i3912	09/11/2025	General Building Maint	001-0549-549.5220	53.75
R.W. Aire Conditioning & Hea...	i3912	09/11/2025	General Building Maint	001-0572-572.5220	53.75
R.W. Aire Conditioning & Hea...	i3912	09/11/2025	General Building Maint	402-0534-534.5220	53.75
				Vendor R.W. Aire Conditioning & Heating Inc Total:	**215.00**
Vendor: Raftelis Financial Cosultants, Inc.					
Raftelis Financial Cosultants, ...	41363	08/15/2025	Anuual Utility Rate Study FY2...	401-0533-533.3200	410.00
Raftelis Financial Cosultants, ...	41363	08/15/2025	Anuual Utility Rate Study FY2...	404-0535-535.3200	410.00
				Vendor Raftelis Financial Cosultants, Inc. Total:	**820.00**
Vendor: Rayco Funding & Development, Inc					
Rayco Funding & Developme...	28263	09/09/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
Rayco Funding & Developme...	28266	09/09/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
Rayco Funding & Developme...	28272	09/09/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
				Vendor Rayco Funding & Development, Inc Total:	**5,625.00**
Vendor: Rush Truck Centers of Florida Inc					
Rush Truck Centers of Florida...	3043048215	09/11/2025	Repair parts Unit 941	402-0534-534.4620	327.42
Rush Truck Centers of Florida...	3043048215	09/11/2025	Repair parts Unit 941	402-0534-534.4620	38.90
				Vendor Rush Truck Centers of Florida Inc Total:	**366.32**
Vendor: Saundra Boatwright					
Saundra Boatwright	Refund 9/06/25	09/15/2025	Versie Lee Refund	001-2201000	150.00
Saundra Boatwright	Refund 9/06/25	09/15/2025	Versie Lee Refund	001-3475300	-25.00
				Vendor Saundra Boatwright Total:	**125.00**
Vendor: Scott A Schalk					
Scott A Schalk	INV0014590	09/11/2025	Shoe Reimbursement 2025	402-0534-534.5220	149.99
				Vendor Scott A Schalk Total:	**149.99**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SHI International Corp					
SHI International Corp	B20183386	08/27/2025	25 TB Cloud Storage	001-0516-516.5230	2,092.28
				Vendor SHI International Corp Total:	**2,092.28**
Vendor: SMA Healthcare Inc					
SMA Healthcare Inc	25917	09/11/2025	Training Luncheon	001-0512-512.4900	462.22
				Vendor SMA Healthcare Inc Total:	**462.22**
Vendor: Staples Inc					
Staples Inc	AR13933830	09/10/2025	Period 9/13-10/12/25 HP 42...	001-0513-513.4400	96.67
				Vendor Staples Inc Total:	**96.67**
Vendor: Sun Country Termite & Pest Control					
Sun Country Termite & Pest ...	65093	09/12/2025	1769 E Moody Bld 14	001-0519-519.3401	50.00
Sun Country Termite & Pest ...	65119	09/12/2025	2400 Commerce	001-0519-519.3401	185.00
Sun Country Termite & Pest ...	65608	09/02/2025	Pest Control - WWTP	404-0535-535.3400	30.00
Sun Country Termite & Pest ...	65612	09/12/2025	2400 Commerce	001-0519-519.3401	185.00
Sun Country Termite & Pest ...	65601	09/09/2025	Pest Control - WTP	401-0533-533.3401	30.00
				Vendor Sun Country Termite & Pest Control Total:	**480.00**
Vendor: Sunshine State One Call of Florida, Inc					
Sunshine State One Call of Fl...	PS-INV1051805	08/31/2025	Monthly Assessment Billing L...	401-0533-533.3401	42.04
Sunshine State One Call of Fl...	PS-INV1051805	08/31/2025	Monthly Assessment Billing L...	404-0535-535.3400	42.04
				Vendor Sunshine State One Call of Florida, Inc Total:	**84.08**
Vendor: Teco Peoples Gas					
Teco Peoples Gas	690890365388	09/11/2025	Service Period 7/30-8/27/25	001-0519-519.4300	126.78
				Vendor Teco Peoples Gas Total:	**126.78**
Vendor: Terry Taylor Ford Company					
Terry Taylor Ford Company	FOCP503602	09/10/2025	Oil Change Veh 2004	001-0521-521.4620	49.00
Terry Taylor Ford Company	FOCP503606	09/10/2025	Oil Change Veh 2301	001-0521-521.4620	49.00
				Vendor Terry Taylor Ford Company Total:	**98.00**
Vendor: The Gaboton Group, LLC					
The Gaboton Group, LLC	10-631	09/11/2025	Retainer- September 2025	001-0511-511.3100	2,000.00
				Vendor The Gaboton Group, LLC Total:	**2,000.00**
Vendor: The Mower Depot, Inc.					
The Mower Depot, Inc.	474292	09/11/2025	Misc Equipment Repair	001-0572-572.4640	672.20
				Vendor The Mower Depot, Inc. Total:	**672.20**
Vendor: U Name It					
U Name It	S 120478	09/11/2025	Desk Name Plate	001-0524-524.5100	28.00
				Vendor U Name It Total:	**28.00**
Vendor: UniFirst Corporation					
UniFirst Corporation	3231125177	09/11/2025	PD Uniforms	001-0521-521.3400	15.15
UniFirst Corporation	3231126149	09/11/2025	PD Uniforms	001-0521-521.3400	15.15
UniFirst Corporation	3231127092	09/11/2025	PD Uniforms	001-0521-521.3400	15.15
UniFirst Corporation	3231124140	09/11/2025	PD Uniforms	001-0521-521.3400	15.15
				Vendor UniFirst Corporation Total:	**60.60**
Vendor: USA Services of Florida Inc					
USA Services of Florida Inc	FL1227164	09/11/2025	STREET SWEEPING SERVICE	001-0538-538.3400	1,300.00
				Vendor USA Services of Florida Inc Total:	**1,300.00**
Vendor: Ver-E-Safe Solutions, LLC					
Ver-E-Safe Solutions, LLC	130930	09/11/2025	PPE	401-0533-533.5205	79.75
Ver-E-Safe Solutions, LLC	130930	09/11/2025	PPE	404-0535-535.5200	79.75
				Vendor Ver-E-Safe Solutions, LLC Total:	**159.50**
Vendor: Vose Law Firm, LLP					
Vose Law Firm, LLP	3154	09/11/2025	Legal Fees August 2025	001-0514-514.3102	7,000.00
Vose Law Firm, LLP	3154	09/11/2025	Legal Fees August 2025	001-0524-524.3102	500.00
				Vendor Vose Law Firm, LLP Total:	**7,500.00**
Vendor: W.W. Grainger, Inc.					
W.W. Grainger, Inc.	9613030163	09/10/2025	PPE	404-0535-535.5200	44.97
W.W. Grainger, Inc.	9613143446	09/10/2025	PPE	404-0535-535.5200	115.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
W.W. Grainger, Inc.	9616168762	09/10/2025	Misc Supplies	404-0535-535.5200	45.89
W.W. Grainger, Inc.	9622406982	09/10/2025	Misc Supplies	404-0535-535.5200	97.74
				Vendor W.W. Grainger, Inc. Total:	**304.10**
Vendor: Waste Management Inc. of Flagler Transfer Station					
Waste Management Inc. of F...	00001452-4636-9	09/11/2025	Service Period 8/01-8/31/25	001-0521-521.4900	56.68
Waste Management Inc. of F...	00001452-4636-9	09/11/2025	Service Period 8/01-8/31/25	402-0534-534.3400	19,937.20
Waste Management Inc. of F...	0000525-4636-3	09/11/2025	Service Period 8/01-8/31/25	402-0534-534.3400	762.54
				Vendor Waste Management Inc. of Flagler Transfer Station Total:	**20,756.42**
Vendor: Wilma Brown					
Wilma Brown	Refund 8/30/25	09/15/2025	Versie Lee Refund	001-2201000	150.00
Wilma Brown	Refund 8/30/25	09/15/2025	Versie Lee Refund	001-3475300	-25.00
				Vendor Wilma Brown Total:	**125.00**
				Grand Total:	**2,305,685.84**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	188,056.50
118 - BUILDING DEPT FUND	4,042.51
401 - WATER	187,233.23
402 - SOLID WASTE	23,354.98
404 - SEWER	1,902,998.62
Grand Total:	**2,305,685.84**

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Ex...	2,000.00
001-0512-512.3300	Recording Fees	89.50
001-0512-512.4800	Advertising	1,514.00
001-0512-512.4900	Other Current Chgs & Ob...	462.22
001-0513-513.4400	Rental / Lease Expense	96.67
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.5230	Software	2,092.28
001-0516-516.5264	Small Equipment	88.56
001-0519-519.3401	Other Contractual Servic...	3,202.30
001-0519-519.4300	Utilities	3,559.37
001-0521-521.3400	Other Contract Services	60.60
001-0521-521.4100	Communications Expense	169.99
001-0521-521.4400	Rental / Lease Expense	15,610.66
001-0521-521.4620	Repair / Maint - Vehicles	355.90
001-0521-521.4900	Other Current Chgs & Ob...	56.68
001-0521-521.5100	Office Supplies Expenses	82.75
001-0524-524.3102	Legal Services	500.00
001-0524-524.3300	Recording Fees	50.00
001-0524-524.3400	Other Contract Services	5,806.04
001-0524-524.4400	Rental / Lease Expense	195.94
001-0524-524.4620	Repair / Maint - Vehicles	32.07
001-0524-524.5100	Office Supplies Expenses	28.00
001-0524-524.5400	Memberships, Publicati...	115.35
001-0538-538.3100	Professional Services	10,000.00
001-0538-538.3400	Other Contract Services	1,300.00
001-0541-541.4300	Utility - Public Services	1,028.69
001-0541-541.4400	Rental / Lease Expense	1,763.43
001-0541-541.4620	Repair / Maint - Vehicles	189.52
001-0541-541.4640	Equipment Repair & Mai...	229.30
001-0541-541.5220	Uniforms Exp	500.88
001-0549-549.4400	Rentals & Leases	3,241.14
001-0549-549.4620	Repair/Maint - Vehicles	65.87
001-0549-549.5200	Operating Supplies	222.38
001-0549-549.5220	Uniforms	312.47
001-0562-562.3402	Humane Society Contract	2,352.74
001-0572-572.4100	Communications Expense	150.00
001-0572-572.4300	Utility - Public Services	2,184.24
001-0572-572.4400	Rental / Lease Expense	1,272.59
001-0572-572.4620	Repair / Maint - Vehicles	192.01
001-0572-572.4640	Repair/Maint - Equipme...	792.18
001-0572-572.5200	Operating Supplies	275.67
001-0572-572.5220	Uniforms Exp	571.75
001-0572-572.6200	Building & improvements	78,534.86
001-2184000	Med/Health Employee Li...	37,458.46
001-2184500	Retiree Medical	1,949.44
001-2200000	Deposits Paybl - Park Re...	75.00
001-2201000	Deposits Paybl - Facility ...	300.00
001-3475300	Facility Rental Service Fee	-50.00
001-3475400	Park Rental Service Fee	-25.00
118-0524-524.3401	Bldg/Fire Inspection Exp...	3,814.50

Account Summary

Account Number	Account Name	Expense Amount
118-0524-524.4400	Rental/Lease Expense	195.94
118-0524-524.4620	Repair/Maint - Vehicles	32.07
401-0533-533.3200	Accounting & Auditing E...	410.00
401-0533-533.3401	Other Contract Services	597.04
401-0533-533.4100	Communications Expense	390.00
401-0533-533.4200	Postage	385.72
401-0533-533.4300	Utility - Public Services	309.66
401-0533-533.4400	Rental / Lease Expense	3,065.77
401-0533-533.4620	Repair / Maint - Vehicles	279.95
401-0533-533.4700	Printing / Binding Expen...	142.99
401-0533-533.4900	Other Current Chgs & Ob...	950.00
401-0533-533.5205	Operating Supplies Exp -...	7,658.20
401-0533-533.5220	Uniforms Exp	167.90
401-0533-533.6300	Improvements - Other T...	172,876.00
402-0534-534.3400	Other Contract Services -...	20,699.74
402-0534-534.4200	Postage - Solid Waste	385.72
402-0534-534.4400	Rental/Lease - Solid Was...	1,004.46
402-0534-534.4620	Repair/Maint Vehicles - ...	453.06
402-0534-534.4700	Printing & Binding - Solid...	142.98
402-0534-534.4900	Other Current Charges - ...	115.00
402-0534-534.5220	Uniforms - Solid Waste	554.02
404-0535-535.3200	Accounting and Auditing	410.00
404-0535-535.3400	Other Contractual Servic...	5,697.04
404-0535-535.4200	Postage	385.72
404-0535-535.4300	Utilities	1,522.86
404-0535-535.4400	Rentals/Leases	3,031.61
404-0535-535.4620	Repairs & Maint. - Vehicl...	319.70
404-0535-535.4700	Printing & Binding	142.98
404-0535-535.4900	Other Current Charges &...	130.00
404-0535-535.5200	Operating Supplies	4,710.38
404-0535-535.5210	Fuel	356.14
404-0535-535.5220	Uniforms	284.82
404-0535-535.6200	Buildings	1,985,270.92
404-2050000	Retainage Payable	-99,263.55
	Grand Total:	**2,305,685.84**

Project Account Summary

Project Account Key	Expense Amount
None	136,753.92
MJSP 2025-06 EXP	785.00
STWAT2025-01	10,000.00
WSD-2401 Brackish EXP	172,876.00
WWTP Construction	1,985,270.92
Grand Total:	**2,305,685.84**

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER

COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

Crossroads of Flagler County

BUNNELL CITY COMMISSION MEETING MINUTES

Monday, August 25, 2025
7:00 PM
1769 East Moody Boulevard (GSB),
Board Chambers
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag
Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

Roll Call: Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Pete Young; Commissioner David Atkinson; Commissioner Dean Sechrist; City Attorney Paul Waters; City Manager Alvin Jackson, Jr.; Community Development Director Joe Parsons; City Engineer Marcus DePasquale; Chief David Brannon; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Donnie Wines

Invocation for our Military Troops and National Leaders
Reverend Frank Giddens led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:
B.1. Proclamation: Reverend Frank Giddens Sr.
Mayor Robinson read the proclamation into the record and presented it to Reverend Giddens and his family.

B.2 Presentation: Capital Improvements Project Updates
City Manager Jackson asked the various Directors to provide an update on the Capital Projects being completed in the City. Updates were provided for the following projects: New Bunnell Administration Complex (complete); Flagler Central Commerce Parkway (complete); Wastewater Treatment Plant Expansion; Hymon Circle Drainage Project; Design-Build Brackish Water RO; Phase 2 Coquina Hall Restoration; Proposed Reserve at Haw Creek Development; and Proposed Development US 1 Park ReZoning.

C. Consent Agenda:
C.1. August 25, 2025 Warrant
C.2. August 11, 2025 City Commission Meeting Minutes
C.3. Request approval of Utility Easement to Florida Power & Light Company (FPL) for Installation of Electric Facilities at 200 Tolman Street as part of the ongoing WWTF Upgrades and Expansion Project
C.4. Ferguson Mutual Consent Agreement Renewal
C.5. Request Approval of the City of Palm Coast Interlocal Agreement #2025-14
C.6 Request Approval of Data Sharing and Usage Agreement with the Flagler County Property Appraiser Office

Motion: Approve the Consent Agenda.
Motion by: Vice Mayor Rogers
Second by: Commissioner Atkinson
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously.

Mayor Robinson obtained consensus from the Board to move item E.3. up to this point in the meeting.

E.3 Requesting approval for the acceptance of the potable water, sanitary sewer, and storm sewer collection piping and collection structure within Grand Reserve Phase 3.
Engineer DePasquale presented the item to the Board and responded to questions.

Motion: Approve the acceptance of the potable water, sanitary sewer, and storm sewer collection piping and collection structure within Grand Reserve Phase 3.
Motion by: Vice Mayor Rogers
Second by: Commissioner Young
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously.

Attorney Waters spoke to the Agenda Items D1 and E1. They involve the same project and will be presented together. Once all testimony is provided, the Commission will vote separately on each item. The order of presentation was set as: 1. City Staff; 2. Applicant; 3. Flagler County; 4. Public Comment; 5. Board Deliberation and Voting.

D. Ordinances: (Legislative):

D.1 Ordinance 2025-10: Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement - First Reading
Attorney Waters read the short title into the record and indicated this was a Quasi-Judicial hearing.

Disclosure of Exparte Communications: Mayor Robinson indicated she had a conversation with Larry Rogers; quite a number of emails from a variety of different people; a brief conversation with Jim Brown, and city staff; texting with Ms. Susie Worley. Vice Mayor Rogers indicated conversations with Larry Rogers, Chelsea Barney, the Worley; numerous conversations with several other folks; conversations with the developer, Mr. Hanson; emails from quite a few folks. Commissioner Young indicated conversation with Mr. Hansen; a lot of emails from various people; contact with Ms. Worley, Larry Rogers, and City Staff. Commissioner Atkinson indicated receiving emails from concerned citizens and face-to-face conversations with concerned citizens. Commissioner Sechrist reported conversations with the developer, Mr. Hanson, contact with City Staff, emails from concerned citizens, conversations with citizens of Bunnell and citizens of Flagler County,.

Attorney Waters reminded members of the Commission decisions must be based on competent and substantial evidence and noted public testimony is generally not considered competent substantial evidence by Courts; examples of competent substantial evidence include staff reports and expert testimony such as that from engineers, architects, planners, usually people who hold licenses in their profession.

Clerk Bates swore in everyone in the audience who planned to testify.

Director Parsons went through a presentation regarding the project and explained changes to the item made since the Commission heard the matter in June.

Emily Pierce esq. with Rogers Towers in Jacksonville, representing the applicant, introduced herself and the team of experts working with the applicant- Chad Grrimm, Adam Hoyles, Kady Dearing and David Bolum. Each of the professionals provided a brief overview regarding their portion of the proposed project. The Commission was asked to accept the resumes of developer's consultants into the record.

Motion: Accept the presented resumes into the official record.
Motion by: Commissioner Young
Second by: Commissioner Atkinson
Vote: Motion approved unanimously.

Adam Mengle representing Flagler County indicated all of the concerns brought up in June have been satisfactorily addressed.

There was a request to place the petition of support presented by the applicant into the record.

Motion: Accept the petition of support into the official record.
Motion by: Commissioner Young
Second by: Commissioner Sechrist
Vote: Motion approved unanimously.

Public Comments:
Jerelyn Daly (Eight Street, City of Bunnell) expressed her concern about Solid Waste services; she stated more thought is needed about the size of the project.

Amy Galvin (S. Forsyth St, City of Bunnell) expressed her concern about a number of issues including traffic, drinking water, and existing street conditions; she doesn't mind growth but the City needs to make it easier for small businesses to locate in Bunnell.

Bonita Robinson (Hymon Circle (City of Bunnell) stated she is concerned with the City's infrastructure and roads, but she is looking forward to the City being able to give back to the residents that live here and that maybe this Reserve at Haw Creek is an option the City needs to be able to address these other issues.

Allison Nobles (County Rd 90 E, Unincorporated Flagler County) stated she feels the City has not done a sufficient financial analysis on the impact of this project to address the concerns of the citizens of Bunnell. With a population of only 3,000 people right now, there will be other costs to provide services to residents.

Kellie Worley (W. Black Point Rd, Unincorporated Flagler County) summarized his experiences with stormwater on his 5-acre parcel over his 38 years of living in Flagler County. He advised the Commission they need to slow this project down and require more due diligence efforts from the developer.

Susie Worley (Black Point Rd., Unincorporated Flagler County) summarized the existing conditions of roads from the traffic impact study.

Gail Walton (E. Black Point Rd., Unincorporated Flagler County) thanked the Commission and developer for moving the apartments away from her property. She expressed concerns about flooding, the industrial park and the noise and traffic it will generate within ¼ mile of her house.

Joyce Wallace (Black Point Rd., Unincorporated Flagler County) spoke to concerns about Jimmy Bratcher's property in or near the project.

Merrill Sandler (Beech Blvd., Unincorporated Flagler County) expressed concerns with the displacement of wildlife as a result of the project and traffic concerns.

Savannah Brinkworth (County Rd 140, Unincorporated Flagler County) presented a petition opposing the project and a letter from the Florida Fish & Wildlife Conservation Commission. She pointed out her analysis of how the project violates some of the Comprehensive Plan FLUM policies.

Matthew Riden (County Rd 80, Unincorporated Flagler County) state the Commission should not approve the subdivision. He spoke about the Websters Dictionary definition of urban sprawl and his call to Tallahassee regarding SB180. He advised the City pause the entire project while recognizing that property owners have rights to use their property only so long as what they do on their own property will not affect those around them.

Debbie Ringhaver (Relay Rd., Unincorporated Flagler County) spoke briefly about sensible stewardship and the responsibility as citizens and representatives to see to it that we take our most precious resource and husband it as wisely as we possibly can. She also spoke of the existing conditions in the housing market, and what happens if the project fails.

Cheryl Trujillo (County Rd 302, Unincorporated Flagler County) spoke briefly about SB180 taking away home rule and limiting what can be done. She pointed out how Palm Coast made the decision to slow down development of a concrete plant and told the Commission to do the same for this project.

Shelly Elebash (S. Salisberry Ave., Deland - Volusia County) spoke about legacy, and leaving a mark on the community. She thinks the project needs to start over and urged the Commission to vote 5-0 to deny the project. If they have a proposal it needs to be right, and we are not country bumpkins.

Therese Costanza (Bareback Trail, Unincorporated Flagler County) provided examples of traffic issues in other developed areas, and how developers do not have to deal with the backups created by their projects. She also expressed concern with the stormwater drainage as it will eventually wind up in her neighborhood.

Roth Britton (Aldo Dr., Unincorporated Flagler County) stated he was glad to hear some of the subject matter experts, but he said promises will be made in all the legal language and the City will only be harmed by it.

Brandon (didn't state his full name or address, Putnam County) expressed concerns with the traffic and the displacement of the wildlife that lives on the property now.

Melanie Bryant (State Rd 11, Unincorporated Flagler County) expressed concerns with stormwater, citing the amounts of rain dropped by Hurricane Milton, and stated this project is going to flood her house. She is opposed to any proposed RV Park being near her.

Larry Rodgers (County Rd 65, City of Bunnell) state to his recollection there has been 1 individual to stand before the Board to support the project. He stated the constituents the in

Bunnell are opposed to the project. He conceded that there have been some improvements in the proposed development, but that the Commission needs to continue to "tap the breaks" and slow down this project even more.

Dan Wilcox (City of Bunnell) stated as a professional engineer, and a professional land surveyor who has been in this community for over 40 years, advised the audience they need to trust the process; the development proposes 60% green (open) space which is huge from any developer and more than any other jurisdiction would require. He supports the project.

Imani Cline (Putnam County) expressed concerns with the proposed RV park, and the traffic associated with that.

Tom Meinzenbach (Birdie Way, City of Bunnell) wondered if when Grand Reserve was starting up if the public was as involved in the process then as they are now. He has lived there for a couple years, and the storm that he experienced had no flooding in the subdivision; everything flowed to the retention ponds, and into the wetlands. He says they have plenty of wildlife; he sees turkeys, gopher tortoise, turkeys, deer, etc. in the subdivision.

Michael Hansen (Columbus Ct. Palm Coast and part of the development team) stated he has been in the area since the 1970's; he went to school here. When this opportunity arose, he thought there was nothing better to do for the County than this project. This has not been a "quick" proposal and lots o due diligence has been going in the planning. HE pointed out most of those speaking tonight do not even live within the City and do not pay taxes in the City of Bunnell. This development is proposed to be in phases so that roads and infrastructure to handle the growth and so they can be built correctly. Bunnell needs development or it will "die." He stressed this project is going to decades to come to completion.

Rebuttal:
Emily Pierce , representing the applicant, stated there had been a lot of passionate testimony here tonight; everybody should care about their community. She reiterated what Attorney Waters said in the beginning, the decision needs to be based on substantial and competent evidence as it relates to the City Land Development Code and Comprehensive Plan. Competent substantial evidence is fact testimony and expert testimony and evidence again related to applicable criteria. Certain matters such as traffic, property values, wetland impacts, engineering related items such as the effectiveness of design of stormwater systems actually require expert testimony. So, a resident can talk about existing conditions, they can tell you about the concerns they have now, but somebody trying to explain to you that the stormwater system isn't going to work, or that the traffic design isn't going to work, that information has to come from an expert to be considered competent substantial evidence. She stressed it is important that the Commission as the judges understand what burden has been put on them by Florida courts in making a quasi-judicial decision. The reports prepared by our experts and their testimony constitute competent substantial evidence. Staff's testimony and the County's testimony are deemed by courts to be competent substantial evidence. That's information to be considered in making the decision tonight. Fears, concerns, speculations and general objections do not constitute competent substantial evidence. Therefore, it cannot be considered in the decision required by the Commission. It cannot be a popularity contest. The Commission was voted in to make decisions for the best interest of the entire City. Additionally, handouts have been provided tonight, or other "facts;" however, the qualifications of those providing that information is unknown. Those cannot be considered as part of competent substantial evidence.
There is sufficient competent substantial evidence in the record to demonstrate that this PUD and this development agreement meet all of the applicable criteria.

Motion: Approve Ordinance 2025-10: Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement - First Reading
Motion by: Commissioner Young
Second by: Commissioner Sechrist

Board discussion: Commissioner Atkinson read a statement into the record; he stated not enough has changed. There are no specific improvements named to State Road 100 or US 1. They improved buffers and other things, but no specific improvements to roads have been spelled out or named.

Vice Mayor Rogers stated he has spoken to a lot of people. This project is dividing the County and City. He indicated there is no comparable project in the County.

Commissioner Young stated Plantation Bay could be considered a comparable project as at maximum build out it will include up to 5,000 homes. He pointed out that FDOT is not fixing the roads now; they are slow to move but is we grow then that would change things to make the changes needed occur. The changes that have been made are significant and it is clear the developer has been listening. He further pointed out that Flagler County is not fixing the issues its citizens are discussing with the City.

Commissioner Sechrist pointed out that unemployment is at an all-time high right now, and this will bring jobs in the construction industry and ongoing services that come with growth like lawn maintenance and such

Mayor Robinson pointed out the next steps in the project will bring specifics on the design of State Road 100 and US 1. The $75 million they have is just an estimate of the funds that could be needed to expand and fix the roads outside the project; the developer would be responsible for the construction and improvement to the roads regardless of the cost.

Vote: Motion approved 3 to 2
Yea: Mayor Robinson; Commissioner Young; Commissioner Sechrist
Nay: Vice Mayor Rogers; Commission Atkinson

E. New Business:

E.1 Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading

**All evidence and testimony was provided in the previous item presentation*

Motion: Approve Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading
Motion by: Commissioner Young
Second by: Commissioner Sechrist
Vote: Motion approved 3 to 2
Yea: Mayor Robinson; Commissioner Young; Commissioner Sechrist
Nay: Vice Mayor Rogers; Commission Atkinson

E.2 Admin Order 2025-03: Requesting approval of the Haw Creek Country Estates Rural Subdivision, located on County Road 140.

Director Parsons presented the item to the Commission.
Motion: Approve Admin Order 2025-03: Requesting approval of the Haw Creek Country Estates Rural Subdivision, located on County Road 140.
Motion by: Vice Mayor Rogers
Second by: Commissioner Atkinson
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously.

F. Old Business: None

G. Resolutions: (Legislative):

G.1 Resolution 2025-08 Renewal of Florida Department of Transportation MOA for Agreement AST40-R1

Attorney Waters read the short title into the record.
Motion: Approve Resolution 2025-08 Renewal of Florida Department of Transportation MOA for Agreement AST40-R1
Motion by: Vice Mayor Rogers
Second by: Commissioner Atkinson
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously

H. Public Comments:

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

Allison Nobles (County Rd 90 E, Unincorporated Flagler County) wanted to take a moment to thank the staff for all of the help, all of the questions answered, and fielding the annoying calls and emails for all of the developments or proposals or whatever that are going on. She thanked the Commission for reading her emails and listening to us come up here and speak but my main thank you was going to be to the large group of people who were behind me. It is really defeating to have this kind of outcome. But it's really important for us to understand that you guys are listening.

Joyce Wallace (Black Point Rd., Unincorporated Flagler County) reiterated what she stated earlier about the Bratcher property.

Kellie Worley (W. Black Point Rd., Unincorporated Flagler County) pointed out the developers got their vote and left. He stated hopefully they do not do that to the City during the project.

Susie Worley (Black Point Rd., Unincorporated Flagler County) thanked the Commission for listening to their concerns. Relocating the apartments from behind Gail's house makes a huge impact. As does making sure they have safe passage to and from their properties that are engulfed by this community. She thanked City staff who have put up with a lot of "crap" from us and done it nicely.

Savannah Brinkworth (County Rd 140., Unincorporated Flagler County) thanked everyone for being out so late. She is worried about growth not just in the County, but the entire State of Florida. She is concerned there are not enough jobs in the area to sustain the project after build out.

Madison Worley (W. Black Point Rd., Unincorporated Flagler County) stated with this project moving forward, we need to try and get another hospital in this area. We have 2 in the County, and they are already overwhelmed. Schools are another concern for her.

Shelly Elebash (S. Salisberry, Deland - Volusia County) stated earlier there was a comparison between this project and Plantation Bay. She pointed out that Plantation Bay had major problems with their water plant. She thinks there has to be a way to answer some of the questions about this project without giving them the keys to the City.

I. Reports:

- **City Clerk –** Reminded all of the Building Dedication Ceremony on Wednesday August 27th at 8:30 am. The first Commission meeting in September will be in the new building.
- **Police Chief –** Reported October 7th is National Night out.
- **City Attorney –** None
- **City Manager –** Reminded everyone of the City Manager's Report on the website. Let the Board know of a $120K grant opportunity with a short turnaround and asked for consensus to apply; the ratification of the application would be brought before the Commission at a future date.
- **Mayor and City Commissioners:**
  - **Commissioner Sechrist –** Has scheduled a Town Hall meeting on September 5th at 6:00 PM at the Carver Gym.
  - **Commissioner Atkinson –** Thanked everyone in attendance. He remined all of the Family Life Center Italian Festival on October 11th at the Fairgrounds.
  - **Commissioner Young –** Thanked residents, guests and staff for all the work in putting on the meetings. He stressed the City needs to grow. He expressed concern to City Clerk Bates regarding the loss of her father.
  - **Vice Mayor Rogers –** Staff does a great job. At the end of the day, we are all friends and neighbors. We will hold developers accountable.
  - **Mayor Robinson –** It was a difficult night. We know people are disappointed, but we are going to work through this process. We are going to hold their feet to the fire. Joe, Marcus, Dustin, Kristi, Kristen, the City Manager, and the City Attorney have put untold hours into this project; they are so respectful to the public and so kind to help out the public. We have excellent staff and I know some of you do know that, but I just wanted to say it straight up. We're very blessed with who we have that work for the City of Bunnell.

J. Call for Adjournment.
Motion: Adjourn
Motion by: Vice Mayor Rogers
Second by: Commissioner Atkinson
Vote: Motion approved unanimously 10:37 PM.

_____ _____
Catherine D. Robinson, Mayor Kristen Bates, MMC, 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*****

EXHIBIT A Accepted by motion
(D1 and E1)

Chad Grimm, RLA



QUALIFICATIONS:

Landscape Architect, Florida, Formerly Iowa and Nebraska.

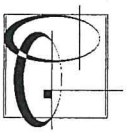
- Bachelor of Landscape Architecture, Iowa State University, December 1989
- American Society of Landscape Architects.
- Former UNL Horticultural Advisory Board Member
- Urban Retailing Workshop, Harvard
- Form Based Codes Training Certification, Form Based Codes Institute.
- Over 33 years professional experience in:
  - Environmental planning and design.
  - Park and recreational planning, design and construction administration.
  - Urban planning, design and construction administration.
  - Botanical garden and arboreta, design and construction management.
  - Site planning and landscape architectural design.
  - Landscape planting design and construction.
  - Land Development
  - Marketing graphics and illustrations.

REPRESENTATIVE PROJECTS:

Urban Planning and Site Design

- Nocatee Roadway Infrastructure, Ponte Vedra, FL
- Palencia, Amenities, St Augustine, FL
- Sweetgrass, St. Mary's Georgia
- St. Isles Golf and Yacht Club, Woodbine Georgia
- Dye Plantation, Darian, Georgia
- Enclave at Gateway Center, Brunswick, Georgia
- Kingsland Royal Estates, Kingsland Georgia
- Stolen Hours, Ocala, Florida
- Ekhorn Parks System Master Plan, Elkhorn, Nebraska
- Council Bluffs Streetscape Improvements, Phases 1 and 2, Council Bluffs, Iowa
- Pearl and Main Entry Feature, Council Bluffs, Iowa
- Cherokee Streetscape Improvements, Cherokee Iowa
- Windsor Heights Facade Design Guidelines. Windsor Heights, Iowa
- Glenwood Streetscape Improvements, Glenwood, Iowa
- NP Dodge Park Marina Improvements, Omaha, Nebraska
- Expedition Business Park Design Covenants, Sioux City, Iowa
- Clinton Gateway Entry Sign, Clinton, Iowa
- The Greens Apartments, Jacksonville, Florida
- Woodhollow Apartments, Jacksonville, Florida
- Pacific Ridge Apartments, Omaha, Nebraska
- Uta Halee Girls Village, Omaha, Nebraska
- St. Johns County Schools Site Selection Studies, St. Johns County, Florida
- McCarther Elementary School, Fort Leavenworth, Kansas
- Perry Creek Underpass, Sioux City, Iowa

Chad Grimm, RLA



Parks and Recreation

- Childrens Haven, Council Bluffs, IA
- Nocatee Aquatics Center Programming and Concepts, Nocatee,, FL
- Payasada, Ponte Vedra Florida
- Adams Park Improvements, Omaha, Nebraska
- Somerset Park, Omaha, Nebraska
- Walnut Ridge Park, Omaha, Nebraska
- Eagle Ridge Park, Phase 2, Papillion, Nebraska
- Ralston Park Improvements, Ralston Nebraska
- Chapel Hill Park Improvements, Elkhorn, Nebraska
- Antler Park, Elkhorn, Nebraska
- Hillsborough Park, Omaha, Nebraska
- Roberts Park Improvements and Skate park, Omaha, Nebraska
- Council Bluffs Playground Improvements Phases 2 & 3, Council Bluffs, Iowa
- Fort Leavenworth Track and Field Facility, Fort Leavenworth, Kansas
- Mission Park Improvements, Omaha, Nebraska
- Bahnsen Park Ballfield Improvements, Council Bluffs, Iowa
- Mandarin Park, Jacksonville, Florida
- McClenny Neighborhood Park, McClenny, Florida
- Physical Education Facilities for Three Schools, Jacksonville, Florida

Landscape

- Town of Nocatee Roadway Landscape, Nocatee, FL
- Coastal Creek Condominium, Jacksonville, FL
- University of North Florida, Kernan Entry Landscape, Jacksonville, FL
- Flemming Island Commerce Center, Jacksonville, FL
- WatersEdge, Ponte Vedra Florida
- Starbucks, Orange Park, FL
- Lauritzen Gardens, Omaha's Botanical Center, Omaha, Nebraska
- Stonecrop Botanical Gardens, Cold Spring, New York
- Kimmel Education and Research Center, Phase-1, Nebraska City, Nebraska
- Drake Court Apartments, Omaha, Nebraska
- Jacksonville International Airport, Jacksonville, Florida
- Glenwood Tree Board, Glenwood, Iowa
- Landscape and Site Amenity Plan – Expedition Business Park, Sioux City, Iowa
- Historic General Dodge House Landscape Package, Council Bluffs, Iowa
- Happy Hollow Boulevard Plantings, Omaha, Nebraska

Chad Grimm, RLA



Environmental

- **St. Isles Golf and Yacht Club**, Woodbine Georgia – Environmental regulation development setting standards for 1,500 AC mixed use community. Bridged communication between private development and Satilla River keeper, DNR and other regulatory agencies.
- **Dye Plantation**, Darian Georgia – Wetland re-creation for 990 AC, low density golf course community.
- **Elkton DRI**, St. Johns County, FL – Low impact design for 2,800 AC master planned mixed use community. Developed program and training for in-house engineers and designers for low impact design criteria. Wetland attenuation of treated stormwater, cluster development.
- **Cedar Creek, DRI**, Baker County, FL – Low impact design for 3,000 AC master planned mixed use community. Proposed to State of FL intermodal transportation system and clustered development.
- **Lauritzen Gardens**, Omaha's Botanical Center, Omaha, Nebraska – Native habitat creation and parking garden design containing storm water through natural methods and engineered by-pass. Natural garden development. Native plant material interpretive education.
- **Zorinsky Lake Watershed Management Plan**, Omaha, Nebraska – Grant writing, Watershed monitoring management and analysis with state agencies, best management practice (BMP) guideline development addressing direct contributors to siltation and phosphorus loading of the lake. BMP's replicated for other community watershed reservoirs.
- **Zorinsky Lake Tree Mitigation Inventory**, Omaha, Nebraska
- **Standing Bear Lake Tree Mitigation Inventory**, Omaha, Nebraska
- **Plattsmouth Lake**, Plattsmouth, NE – Storm water management, dredging and habitat creation.
- **Adams Park Improvements**, Omaha, Nebraska - Storm water/sewer separation through wetland (biological) treatment. Amenity development as a regional park.
- **Towl Park**, Omaha, Nebraska – Storm water/flood management through lake development. Amenity development as a community park.
- **Vegetative Habitat Network**, Fort Meade, Florida – First phase implementation for a long range master planning of a mine reclamation (phosphate) project for Cargill.

DAVID J. BOLAM, P.E.
President / Senior Environmental Engineer

SALTUS ENGINEERING, INC.

YEARS OF PROFESSIONAL EXPERIENCE:

Total: 40

Saltus:10

AREAS OF SPECIALIZATION

- Civil and Environmental Engineering
- Water and Wastewater Treatment
- Environmental Permitting/Compliance
- Water Quality Evaluations
- Contracts, Bidding & Construction Phase Services

EDUCATION

B.S., Environmental Engineering, University of Florida, 1984

PROFESSIONAL REGISTRATIONS

- Professional Engineer, Florida, No. 42480, 1990

AFFILIATIONS

- Associate Member, Florida Rural Water Association

SUMMARY OF QUALIFICATIONS

Mr. Bolam has over 40 years of experience in project management and engineering design in the areas of environmental engineering of domestic and industrial water and wastewater systems; reclaimed water systems; stormwater design and MS4 permitting; solid waste treatment, storage, and disposal facilities; environmental permitting, auditing and compliance investigations. He is experienced in project management from conceptual planning stages through preliminary investigations and report writing, presentations, environmental permitting, final design, bidding and award, and construction phase services. Mr. Bolam has worked for the State of Florida Department of Environmental Protection as a senior permitting engineer and for a 40,000-customer utility authority as the Chief Engineer.

Mr. Bolam founded Saltus Engineering, Inc. in April 2015 to offer Civil and Environmental Engineering Services to municipal, commercial and industrial clients throughout Florida and the Southeastern United States.

PROJECT EXPERIENCE

Cypress Creek Farm Reclaimed Water System, Starke, FL – Design engineer for 300,000-gallon reclaimed water treatment system to serve the Cypress Creek Alligator Farm including modifications to the treatment facility to enhance nitrogen removal, install a pressure filter, and dual disinfection system using ultraviolet light and liquid sodium hypochlorite.

City of Altantic Beach Forcemain Replacement along A1A, Atlantic Beach, FL – Project Manager for replacing and existing asbestos cement forcemain along a section of SR A1A. The project involved three directional borings and FDOT permitting.

Neptune Beach WWTF, Neptune Beach, FL – Design engineer for dual 150,000-gallon flow equalization basins and modification of existing 0.6-mgd Contact Stabilization wastewater treatment facility to allow it to operate in either the extended aeration mode or the modified Ludzick-Ettinger mode of the activated sludge process.

Ancient Oaks Condominium Association WWTF Expansion, Okeechobee, FL – Project Engineer for wastewater treatment facility expansion project. Project involved engineering design and permitting of a 30,000 gpd package plant expansion and expansion of the existing rapid rate infiltration basins.

River Grove Mobile Home Village Water Main Extension, Brevard County, FL – SRF Program manager for a watermain extension to connect River Grove Mobile Home Village to the Barefoot Bay Water System owned by Brevard County. This work included preparing both Planning and Construction loan applications, SRF Facilities and Business Plans, and coordinating public involvement in the planning process.

Orange County Utility District - Eastern Water Reclamation Facility Centrifuge Dewatering O&M Manual, Orange County, FL – Project Engineer for the preparation of the operation and maintenance manual for the new waste sludge thickeners, sludge transfer pumps, centrifuges, chemical feed equipment and ancillary equipment.

Cypress Landing Improvement Association Wastewater System Upgrade, St. Johns County, FL – Project Engineer for a project to replace an aging WWTF that discharged to the Lower St. Johns River with a new performance-based treatment system and drip irrigation system. This project serves a 16-lot subdivision and involved switching from regulation by FDEP to regulation under DOH.

City of Madison Sanitary Sewer Extension, Madison, FL – Project Engineer for CDGB funded gravity sewer extension along SW Arnold Street and County Road 360-A to eliminate an existing lift station at the old Middle School.

Postmaster's Village Water Treatment Plant, Clay County Utility Authority, Clay County, FL – Program manager/engineer for water plant expansions including initial package water plant followed by installation of permanent plant consisting of two deep lower Floridan wells with vertical turbine well pumps, free standing aerator, one 500,000-gallon glass fused-to-steel ground storage tank, high service pumping station with split case pumps and hydropneumatic tank.

Mid-Clay (Meadowlakes) Water Plant Expansion, Clay County Utility Authority, Clay County, FL – Program manager/engineer for new off-site deep well and vertical turbine pump, new free-standing aerator, and 500,000-gallon glass fused-to-steel ground storage tank.

Florida Power & Light Martin County Water Plant Improvements, Martin County, FL – Project Engineer for the upgrade of an existing Reverse Osmosis facility to add sodium hydroxide and ortho-polyphosphate systems to raise alkalinity and reduce lead and copper issues.

Oakleaf Water and Reclaimed Water Plant, Clay County Utility Authority, Clay County, FL – Program manager for new water and reclaimed water facility along with one expansion of the facility which are both located on the same site. Work included two deep wells and vertical turbine pumps, free standing aerator, two 500,000-gallon glass fused-to-steel water ground storage tanks, two 750,000-gallon glass fused-to-steel reclaimed water ground storage tanks and high service pumping stations for both water and reclaimed water systems.

Old Jennings Water Plant Improvements, Clay County Utility Authority, Clay County, FL – Program manager/engineer for installation of new deep well and vertical turbine pump, new 500,000-gallon glass fused-to-steel ground storage tank, new high service pump, and electrical upgrades.

Ridaught Landing Reclaimed Water Storage and High Service Pumping Station, Clay County Utility Authority, Clay County, FL – Program manager for new high service pumping station with split case pumps, hydropneumatic tank, meters and instrumentation, and one 750,000-gallon glass fused-to-steel reclaimed water storage tank.

Miller Street 20-inch Reclaimed Water Main Extension, Part A, Clay County Utility Authority, Clay County, FL – Program Manager for new 5.6- mile, 20-inch reclaimed water main extension from the Advent Luther Church to SR 23 Brannon Field Road.

Heritage Hills 18-inch Sanitary Sewer Forcemain Extension, Clay County Utility Authority, Clay County, FL - Program Manager for new 4.8-mile, 18-inch sewer forcemain from Heritage Hills Pumping Station to Spencer's Crossing WWTF.

Ravines to Mid-Clay 12-inch and 18-inch Sanitary Sewer Forcemain Extension, Clay County Utility Authority, Clay County, FL – Program Manager/engineer for new 3.6-mile, 12-inch and 2.4-mile, 18-inch sewer forcemain from the Ravines WWTF to Mid-Clay WWTF.

LTG Engineering & Planning

KADY L. DEARING, PE
Asst. Director of Traffic Operations



Ms. Kady Dearing, PE demonstrates a thorough knowledge of the principles and practices of transportation engineering and planning as applied to operations, geometrics, research and safety. Ms. Dearing's technical background includes traffic impact studies, traffic signal warrant studies, intersection analyses, corridor studies, bicycle and pedestrian feasibility studies, and Americans with Disabilities Act (ADA) transition planning. Her software experience includes practice in Highway Capacity Software, Synrcho 10, Trends Analysis, Atlas, and the Central Florida Regional Planning Model in CUBE. Her design experience includes preparation of conceptual corridors and roadway design improvements using Microstation and FDOT plans preparation procedures.

EDUCATION

University of North Florida
B.S. Civil Engineering
(2011)

REGISTRATIONS

Registered Professional Engineer, Florida
P.E. No. 84234

AFFILIATIONS

Volusia County Association for Responsible Development (VCARD)

YEARS EXPERIENCE

13

YEARS WITH LTG

13

CONTACT INFO

kdearing@ltg-inc.us
386-257-2571

OFFICE LOCATION

Ormond Beach, FL
Melbourne, FL

RELEVANT EXPERIENCE

Project Engineer, Town Center Development of Regional Impact (DRI) Traffic Operations & Internal Network Evaluations, Palm Coast, FL: Ms. Dearing was responsible for evaluating traffic operations along the internal roadway network (segments and intersections) under full build-out of the DRI under 2040 future conditions. Her tasks included developing a subarea model to the level of detail required to model the internal roadway network, editing the Socio-economic data for existing area and future development zones, and determining resulting model internal capture between project zones. Roadway segments were evaluated under daily and peak hour conditions based on trip assignments and traffic patterns from the model. Peak hour conditions were evaluated using Synchro analysis software.

City of Port Orange Sidewalk Feasibility Studies, R2CTPO, Port Orange, FL: Ms. Dearing was responsible for the data collection and organization, stakeholder coordination, conceptual design, evaluation of existing and potential ADA barriers, and prioritization and cost estimating for improvements for a sidewalk feasibility study in the City of Port Orange.

Project Engineer, Florida Park Drive Traffic Calming Feasibility Study & Design Concepts, Palm Coast, FL: Ms. Dearing was responsible for developing a feasibility study for three alternative roadway streetscaping, traffic calming modifications at two separate locations along Florida Park Drive. The alternatives evaluated include choke/pinch point, narrow median island, and large median island. Ms. Dearing evaluated the existing conditions (functional classification, apparent right-of-way, drainage system, and utilities within the study area at both locations. She developed the concept plans and cost estimates for each alternative in accordance with FDOT 2020-2021 standard plans, FDOT Design Manual (FDM), the Florida Greenbook, FDOT Historical Cost & Basis of estimates, and the MUTCD. Design concepts included signing and pavement markings, roadway transitions for lane shifts, and horizontal separation for pedestrian safety.

Project Manager, Tomoka Village South Traffic Impact Analysis, Proportionate Share Contributions & Traffic Signal Warrant Study, Daytona Beach, FL (2021-2023): Ms. Dearing was responsible for preparing a Traffic Impact Analysis (TIA), site access recommendations, proportionate share calculations, and Traffic Signal Warrant Study in accordance with County and City requirements. Tasks included internal capture and pass-by deductions and total trip assignments at multiple project access points internal to the site. She also assisted with permitting coordination with Volusia County in access management related to future signal installation and median modifications associated with the project.

Project Engineer, Ridgewood Lakes, DRI (Phase 2) Bi-Annual Traffic Monitoring Report, Polk County, FL: Ms. Dearing was responsible for providing a traffic assessment for proposed development within the Phase 2 boundary of the Ridgewood Lakes DRI located in Polk County, Florida. Her tasks included methodology negotiations and evaluation of the surrounding transportation network as it relates to development conditions outlined in the Development Order (DO). The assessment included an evaluation of the previously determined improvement plan, trip generation and assignment for three separate Planned Unit Development (PUD) projects, application of COVID-19 factors for adjustments to existing traffic volumes, background traffic determination due to future planned projects in the study area, and recommendations for improvement in level-of-service.

Gale Lemerand Drive, University of Florida (UF) Pedestrian Safety Study and Public Involvement, Gainesville, FL: Ms. Dearing assisted in the development of a complete safety study along a busy corridor on the UF campus that stretched approximately 1.1 miles and contained 11 perpendicular crosswalks and more than 10 parallel crosswalks.

Project Engineer, Mara Loma Boulevard at Babcock Street Traffic Signal Warrant Study, Palm Bay, FL: Ms. Dearing was responsible for the assessment and evaluation of the Mara Loma Boulevard at Babcock Street intersection for implementation of future traffic signal control based on industry standards outlined in the Manual on Uniform Traffic Control Devices (MUTCD). The assessment included assignment of vested projects recently approved by the local agencies, as well as redistribution of background traffic due to the newly constructed I-95 Interchange at St. Johns Heritage Parkway. A timing analysis, based on planned future development in the immediate study area, was also completed to assist in the marketability/economic influence for future development years.

Project Manager, Central Florida Regional Planning Model (CFRPM), Various Locations, Florida: Ms. Dearing has managed multiple projects that have used the CFRPM to obtain project trip distribution for a number of planned and/or proposed developments within the CFRPM project area. The models were developed using existing model networks and socio-economic data sets as a basis. Ms. Dearing is also responsible for oversight of the research and implementation of site-specific adjustments often needed for accurate model development. Ms. Dearing has completed the FDOT FSUTMS Comprehensive Modeling Workshops. The courses included an overview of the model transportation planning process, travel demand forecasting, methodologies, and FSUTMS modules, data requirements.

Project Manager, Northeast Regional Planning Model Activity Based (NERPM-AB), Various Locations, Florida: Ms. Dearing has managed multiple projects that have used the NERPM to obtain project trip distribution for a number of planned and/or proposed developments within the NERPM project area. The models were developed using existing model networks and socio-economic data sets as a basis. Ms. Dearing is also responsible for the oversight of research and implementation of site-specific adjustments often needed for accurate model development. Ms. Dearing has recently completed the FDOT North East Region Planning Model (NERPM) District 2 training for the PTV Visum Series.

Adam Hoyles, PWS
4355 Beverly Ave
Jacksonville, FL 32210

wetlandguy.adam@gmail.com
904.859.7263 (cell)

Adam Hoyles is a Professional Wetland Scientist and Subject Matter Expert with more than 30 years of experience specializing in project management, siting, environmental permitting, National Environmental Policy Act (NEPA) compliance, and construction compliance for a variety of municipal, private, federal, aerospace, and regional clients and development projects. He has managed and contributed to providing environmental services for proposed natural gas pipelines, liquefied natural gas terminals, solar energy facilities, water infrastructure, and private development as well as provided resiliency design, listed species consultation, wetlands, botany, mitigation assessments, NEPA, and environmental permitting-related tasks with state and federal regulatory agencies, as well as all Phase I ESAs (ASTM 1527-21 Environmental Site Assessments) in the southeastern United States.

Mr. Hoyles also serves on the City of Jacksonville Environmental Protection Board as the vice-chair and is chair of the Water Committee. He also serves as an ex-officio member of the Waterways Commission and is a member of their Artificial Reef Subcommittee and the Shoaling Subcommittee. He participates in the Northeast Florida Regional Council's Regional Resiliency Collaborative and participates as an expert on their Environmental Subcommittee.

YEARS OF EXPERIENCE

30

EXPERTISE

Expert witness

Subject Matter Expert: wetlands, wildlife, policy & environmental permitting

Resiliency design

CCCL permitting

Wetland delineation

Prescribed burn support

Uniform Wetland Assessment Method (UMAM)

Wetland Rapid Assessment Procedure (WRAP)

Mitigation monitoring and design

Listed species studies

Stormwater Pollution Prevention Plan (SWPPP)

EDUCATION

B.S., Wildlife Ecology; University of Florida, Gainesville, Florida; 1995

REGISTRATIONS / CERTIFICATIONS

PWS - Professional Wetland Scientist

Florida Certified Prescribed Burner

OSHA 40 Hour HAZWOPER

FFWCC Authorized Gopher Tortoise Agent

NPDES Certified Inspector and Qualified Instructor

Qualified Airport Wildlife Hazard Biologist

CSSO/Competent Person Certified

SELECTED PROJECT EXPERIENCE

City of Jacksonville Metro Park; Duval County, Florida. Permitting for Florida Department of Environmental Protection (FDEP) including Sovereign Submerged Lands (SSL) authorization, US Army Corps of Engineers (USACE) Section 404, and Section 10 of the Rivers and Harbors Act of 1899. Adam provided permitting and ecological concept design for floodplain restoration, living shoreline / wetland restoration as part of re-development of the park and waterfront. He advised the engineering and park design teams on strategies for sampling and addressing existing historic contamination that is present at the site. *Role: Permitting expert, advisor on sovereign submerged lands, provided design concepts for ecological restoration for a mixed-hardwood upland forest, intertidal marsh, and periodically flooded freshwater wetlands. Project in design stages as of August 2025. Expected construction in 2026.*

Reserve at Haw Creek, Flagler County, Florida. Reserve at Haw Creek is a proposed 2800-acre mixed use development west of the City of Bunnell. The current site plan will include residential, commercial, and industrial development. The site will include compensatory wetland mitigation integrated into the development. Role: Client advisor, senior project manager, wetland delineator, permitting consultant, coordinated surveyor, listed species investigations, formal wetland review. Project is in design stages. Formal wetland review is in progress. Expected construction start 2026.

Toogoodoo Camp Mitigation Bank; Meggett, Charleston County, South Carolina. Baseline biological and prospectus information for a proposed 209.6-acre mitigation bank in South Carolina. *Role: Subject Matter Expert. Provided wetland delineation, botany evaluation, and site evaluation for conversion of a historic farm back to native saltmarsh, mixed pine forest, and mixed hardwood forest.*

Highlands Ranch Mitigation Bank; Middleburg, Clay County, Florida. 1,575-acre site in Middleburg, Florida. Botanical monitoring activities included plant species identification in the canopy, subcanopy, and understory. Coordinated mitigation credit releases, site contractors for construction activities, permit modifications, regulatory inspections, and meetings. Designed, installed, and managed on-site weather station and automated hydrological monitoring devices. All success criteria met for final release. *Role: Senior Project Manager. Trained and led teams that compiled qualitative and quantitative vegetation data and compared to the vegetation success criteria specified by the permit conditions identified by the USACE and the SJRWMD.*

Confidential Client; South Texas Coast, Texas. Biological opinion of impact relating to a species of flea beetle and three species of sea turtles along the south Texas coast. *Role: Subject Matter Expert. Provided biological information in response to NEPA and USFWS comments and an opinion of impact on client's proposed development.*

USACE Integrated Natural Resources Plan, Marine Corps Support Facility: Blount Island; USACE Prime Contractor TRINITY Analysis & Development Corporation; Duval County, Florida. Conducted two consecutive year-long field studies of listed and non-listed species mammal, amphibian, and bird species at MCSFBI, as well as exotic species eradication of cogongrass and control of Chinese tallow. Tasks included daytime and nocturnal site visits for gopher tortoises, alligators, shorebirds, songbirds, raptors, and reptiles via herp arrays. Wetland delineation. Converted collected data to technical reports for each species category. Project complete. *Role: Principal-In-Charge – led all project components.*

SELECTED PERMITTING EXPERIENCE

Duke / Crawford Residence, St Johns County, Florida. Performed preliminary listed species surveys for two single-family lots totaling approximately 5 acres facing the Atlantic Ocean. Starting in 2016, conducted and coordinated dune erosion stability assessments resulting from recent erosional storm events including Hurricanes Matthew in 2016, Irma in 2017, Ian in 2022, Nicole in 2022, and Idalia in 2023. Field survey techniques included coordination of traditional field surveying and drone aerial photography and topographic assessment of a dynamically changing dune system. Responded to the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (FWS) regarding protection and re-creation of suitable nesting habitat for sea turtles including: loggerhead (*Caretta caretta*), green (*Chelonia mydas*), leatherback (*Dermochelys coriacea*), Kemp's Ridley (*Lepidochelys kempii*), and hawksbill (*Eretmochelys imbricata*) sea turtles. Worked with closely with legal counsel, clients, consulting engineer, landscape architect to provide authorizations for temporary protection for the residences during permitting, evaluations and coordination during construction, and post-construction as part of obtaining an emergency Coastal Construction Control Line (CCCL) permit from the Florida Department of Environmental Protection (FDEP) to support a permanent wall for protection of the residences. Provided species guidance on restored primary dune vegetation. Loggerhead sea turtles have been documented successfully nesting at the toe of the restored dune face in subsequent years.

WalMart at Collins Crossing, Gatlin Development, Duval County, Florida. Performed wetland delineation and conducted preliminary listed species surveys for 43.73-acre commercial parcel. Field collection of wetland data points as basis for GIS maps. Conducted and coordinated formal jurisdictional determination (JD) with St Johns River Water Management District (SJRWMD) and approved jurisdictional determination (AJD) with the US Army Corps of Engineers (USACE). Worked with Gatlin Development, CPH Engineers and owner to complete environmental resource permit (ERP) with SJRWMD and individual 404 permit with USACE. Responded to comments from City of Jacksonville planning department. Wrote 12-point USACE mitigation justification document, performed and evaluated Uniform Mitigation Assessment Method (UMAM), completed alternate sites analysis, avoidance and minimization coordinated on-site mitigation, coordinated surveying, conservation easement drafting, drafted supplemental GIS exhibits, as well as regional mitigation bank credit purchases for 7.04 acres of direct fill impacts, 0.04 acres of dredge impacts, and 2.83 acres of secondary impacts on remaining wetlands at the project site and on adjacent parcels. On-site wetland preservation and enhancement included 9.79 acres of remaining wetlands and included provision for a community garden on a portion of the parcel remaining.

General RV, On-Target Sports, Wells Road, Clay County, Florida: Conducted wetland delineation and listed species surveys for a 12.82-acre commercial site. Collected wetland data for GIS mapping and coordinated jurisdictional determinations with SJRWMD and USACE. Managed three project phases for two owners, addressing stormwater engineering challenges. Collaborated with developers and consultants to secure environmental resource and individual 404 permits. Performed mitigation assessments, alternate site and economic analyses, coordinated surveying, prepared GIS exhibits, and facilitated regional mitigation bank credit purchases for 6.19 acres of impacts.

EXHIBIT B: Accepted into Record by Motion (D1 & E1)

Reserve at Haw Creek

By signing this Petition, you support the City of Bunnell to approve the proposed development called the Reserve at Haw Creek.

I understand the Reserve at Haw Creek is proposing a mixed use development with residential, commercial and industrial land uses on approximately 2,800 acres within the corporate limits of Bunnell, Florida. Instead of attending upcoming commission meetings, I am providing my signature to show my public support. I have been given the opportunity to learn about the development and ask any questions prior to my signature.

Name (Please Print)	Address (Please Print)	City	State	Signature
Janelle Pomboy	279 Cumberland Dr	Bu	FL	
Michael R Mallon	1523 S. DAYTONA Ave #13	FL	FL	Michael R Mallon
LILLY HANSEN	2 Evansville Lane	P.C.	FL	
Rock. Wells	11 Biscay Lane	PC	FL	
Jeff ohst	71 Pine Forest Cir	Bunn	FL	
LORRI Benson	1 Belleaire	PC	FL	
Lena Reeder	3 Edgewater Dr	PC	FL	
PAT Kosmoski	2982 N. OCEANSHORE	FB	FL	
NOillys Lynch	13 white Horse Lane	P.C	FL	
Thomas Blake	74 WEBSTER LANE	P.C	FL	
DENISE GEARHARDT	19 REINDEER LN	P.C	FL	
MICHAEL POPLAWSKI	76 WINDWARD DR.	F.B.	FL	
VIRGINIA BOLZAK	39 Bassett Ln	PC	FL	
JASON KNOX	123 Secretary Trail	P.C.	FL	
DIANE COOK	9450 N. Ocean Shore Flagler		FL	
Melsa Fulling	12 Sleigh Bell Place	PC	FL	
DAN FULLING	12 Sleigh Bell PL	P.C	FL	
Kim Hale	223 Deermuteed BN		FL	
LYNN KNOX	15 JINC PLACE	PC	FL	
Christine Grant	20 Burning Bush Dr	PC	FL	
SHELBY MOSES	40 Seaside Drive	OB	FL	
Mary Daly Murphy	24 Ethan Allen Dr	Mt.	FL	
PATRICIA BALLWAY	81 PILGRIM DR.	POR	FL	
Joan Correll	49 Habersham Dr	F.B.	FL	
Suzanne Gray	7 RUSSMAN LN.	PC	FL	
MARGE LANGLOIS	32 River Bend	PC	FL	
Charles McCreery	45 Westmill Cir	PC	FL	
ED ASHWORTH	201 N. Flagler Ave	FB	FL	
Debra McCreery	45 Westmill Ln	PC	FL	
JANE Smith	1 EDISON	PC	FL	
PAT Ballway	81 Pilgrim	PC	FL	
Kat Vazquez	222 Seaside Landing	F.B.	FL	
Barbara A. Strickland	13264 Shark Rd W.	Jax	FL	
Jane Smith	1 EDISON	PC	FL	
Kenneth Hansen	2 Evansville Lane PC	PC	FL	

City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 09/02/2025
Department: Infrastructure
Subject: Request Approval to Piggyback Palm Coast Municipal Agreement #UT-25-54 with Hawkins for Bulk Chemicals
Agenda Section: Consent Agenda:

ATTACHMENTS:
Description
ADA Hawkins Mutual Consent Agreement 2025-15 signed.pdf
1.) ADA PALM COAST WTP ITB UT-25-54 MASTER AGREEMENT 2025.pdf
2.) ADA PALM COAST ITB-UT-25-54 PRICE SCHEDULE HAWKINS.pdf
3.) ADA PALM COAST ITB-UT-25-54 Project Manual, Forms, Specifications, Contract Template. HAWKINS INC.pdf
4.) ADA PALM COAST WTP ITB UT-25-54 Resolution 2025-104.pdf

Summary/Highlights:

The Infrastructure Department is seeking approval to piggyback Palm Coast Municipal Agreement #UT-25-54 with Hawkins for bulk chemical purchases
Approving this contract locks in pricing for a specific products and amount of time. This will help simplify our staff time and overhead cost of purchasing chemicals which we use on a daily basis at the Wastewater & Drinking Water facilities on a daily basis.

Background:

The City of Bunnell currently uses and needs to update our chemical service agreement for the drinking water and wastewater treatment plant facilities. Our previous piggyback with Hawkins will expire and we are looking to renew to continue services

Staff Recommendation:

Approve to Piggyback Palm Coast Municipal Agreement #UT-25-54 with Hawkins for bulk chemicals.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Approve to Piggyback Palm Coast Municipal Agreement #UT-25-54 with Hawkins for bulk chemicals.

City Manager Review/Recommendation:

Approved.

MUTUAL CONSENT AGREEMENT #2025-15 FOR
BULK WATER TREATMENT CHEMICALS
BETWEEN HAWKINS, INC. AND
CITY OF BUNNELL, FLORIDA

THIS AGREEMENT is made and entered into by and between Hawkins, Inc., a Minnesota Corporation authorized to do business in the State of Florida, ("Contractor"), 2381 Rosegate, Roseville, MN 55113, 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 2400 Commerce Parkway, Bunnell, Florida 32110.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract No. ITB-UT-25-54 ("Contract") with the City of Palm Coast, Florida effective on 7/21/2025; 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 bulk chemicals similar to the services Contractor is providing to the City of Palm Coast, which would allow the water treatment plants to safely and effectively treat water; 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 master agreement, resolution, and required forms has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. ITB-UT-25-54 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. ITB-UT-25-54; 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. ITB-UT-25-54; 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 ITB-UT-25-54, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

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. **Standard Terms.** The terms and conditions of Contract No. ITB-UT-25-54, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. ITB-UT-25-54 and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.

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

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by the City of Bunnell specified in the Agreement shall not be construed as a waiver of the City of Bunnell's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City of Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

6. Insurance. The City of Bunnell shall be substituted for the City of Palm Coast in all insurance matters contained in Section 5 of Contract No. ITB-UT-25-54 and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
2400 Commerce Parkway
Bunnell, FL 32110

7. Notice. Notice, as addressed in Section 18 of Contract No. ITB-UT-25-54, when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. Payment. The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No ITB-UT-25-54.

9. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

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

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be:

Dustin Vost, Infrastructure Director
dvost@bunnellcity.us
386-437-7515

12. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found

to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

HAWKINS, INC.

Print Name: Bret Moyer

Title: Regional Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of September, 2025, by Bret Moyer of Hawkins Inc, 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

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

FELICIA LASHLEY
MY COMMISSION # HH 612302
EXPIRES: November 13, 2028

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: September 22nd, 2025

Approved as to Legal Form

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates MMC, City Clerk
Seal:

Bunnell Piggyback
Hawkins 2025-15

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 21 day of July, 2025 ("Effective Date"), between Hawkins, Inc. whose primary place of business is 2381 Rosegate, Roseville, MN 55113 ("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").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Invitation to Bid for Chemicals For Water Treatment Plants #ITB-UT-25-54 (ITB)requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agremeent conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to
ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

D. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

4. TERM AND TERMINATION.

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

B. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. 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.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, 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.

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 the 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.

9. 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.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee

participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. **CONTRACT DOCUMENTS.** The ITB and all submissions prepared by SUPPLIER in response to the ITB 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.

14. **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 Puchase Order.

15. **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. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

16. **E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
   B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

17. **INDEPENDENT CONTRACTOR**. The relationship of the parties established by this Agreement and all Purchase 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 the 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.

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:

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

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

FOR SUPPLIER:
Douglas Lange
Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

19. PUBLIC RECORDS LAW. 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 makes 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:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. 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
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the 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.

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, the 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 the SUPPLIER'S failure to comply with these requirements.

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 CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. 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 Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. UCC. In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. WARRANTY. SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with

the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

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: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Jul 21, 2025 | 10:48 AM EDT

HAWKINS, INC.

Signed by:
By: [signature]
379832D4125C437...
Authorized Signatory

Print: Douglas Lange

Title: VP of Hawkins Water Treatment Group

Date: Jul 17, 2025 | 2:12 PM PDT

Exhibits:
A: Product/Price List
B: Insurance Requirements

Docusign Envelope ID: 2487 32D7-61F8-4B47-92EA-E0209F128700

Exhibit A
PRODUCT/PRICE LIST

(See attached)

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

PRICE SCHEDULE

Hawkins Inc

Company Name of Bidder

2381 Rosegate

Mailing Address

Roseville, MN 55113

City, State, ZIP

bids@hawkinsinc.com 612-331-6910

Email Phone Number

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
LIQUID SULFURIC ACID	7,100	Wet Ton $4.00/gallon	$28,400.00
LIQUID CORROSION INHIBITOR	7,000	Gallons $14.00/gallon	$98,000.00
AMMONIUM SULFATE SOLUTION	36,000	Gallons $5.60/gallon	$201,600.00
LIQUID SODIUM HYPOCHLORITE	4,500	Gallons $2.85/gallon	$12,825.00
SUM OF FOUR (4) ITEMS			$340,825.00

Price in US Dollars: SUM FROM ABOVE $ 340,825.00

Price written out: three hunderd fourty thousand eight hundred twenty-five dollars

Prices shall include all applicable taxes.

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

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 by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The 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. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the 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 the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the 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.

1.2. 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.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the 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 the 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 by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the 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.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. 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. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. 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, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the 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 the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the 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:

3.1.1. 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 the 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)

3.1.2. 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)	$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.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the 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 the 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, the 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 the 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

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FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Hawkins Inc

Name of Bidder

Douglas Lange, Vice President, Water Treatment Group

Name and Titles of Authorized Representative(s)

Signature(s)

06/04/2025

Printed Date

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

June 4, 2025

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify Hawkins Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

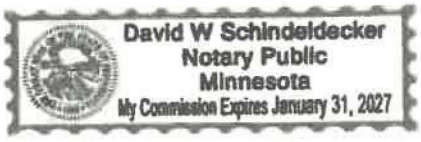
A true and correct copy of Hawkins Inc.] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Douglas Lange
Title: Vice President, Water Treatment Group
Date: 6/4/2025

STATE OF Minnesota
COUNTY OF Ramsey
The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 4th day of June, 2025 by Douglas Lange, Vice President, Water Treatment Group of Hawkins Inc. acknowledging, a Minnesota corporation, on behalf of the corporation. He is **personally known to me**.

Notary Public

seal



David Schindeldecker
Name typed, printed or stamped
My Commission Expires: January 31, 2027

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Hawkins Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Douglas Lange

Title: Vice President, Water Treatment Group

Signature: 

Date: 06/04/2025

Docusign Envelope ID: 248732D7-61F8-4B47-92EA-E0209F128700

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Minnesota

County of Ramsey

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Hawkins Inc (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 06/04/2025

Signed: _____

Entity: Hawkins Inc

Name: Douglas Lange

Title: Vice President, Water Treatment Group

Sworn to (or affirmed) and subscribed before me this 4th day of June 2025 ~~2024~~, by Douglas Lange.

David W Schindeldecker
Notary Public
Minnesota
My Commission Expires January 31, 2027

_____
Notary Signature

David Schindeldecker

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

PRICE SCHEDULE

Hawkins Inc

Company Name of Bidder

2381 Rosegate

Mailing Address

Roseville, MN 55113

City, State, ZIP

bids@hawkinsinc.com 612-331-6910

Email Phone Number

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
LIQUID SULFURIC ACID	7,100	Wet Ton $4.00/gallon	$28,400.00
LIQUID CORROSION INHIBITOR	7,000	Gallons $14.00/gallon	$98,000.00
AMMONIUM SULFATE SOLUTION	36,000	Gallons $5.60/gallon	$201,600.00
LIQUID SODIUM HYPOCHLORITE	4,500	Gallons $2.85/gallon	$12,825.00
SUM OF FOUR (4) ITEMS			$340,825.00

Price in US Dollars: SUM FROM ABOVE $ 340,825.00

Price written out: three hunderd fourty thousand eight hundred twenty-five dollars

Prices shall include all applicable taxes.

Template Version date May-25

INVITATION TO BID: CHEMICALS FOR WATER TREATMENT PLANTS

ITB #: ITB-UT-25-54

BID MANUAL

Finance Department

Budget & Procurement Office

160 Lake Avenue

Palm Coast, FL 32164

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OVERVIEW

CITY OF PALM COAST

INVITATION TO BID (ITB)

TITLE	REFERENCE
CHEMICALS FOR WATER TREATMENT PLANTS	**ITB-UT-25-54**
ISSUED	**DUE**
May 21, 2025	June 5, 2025 at 2 p.m.
PROCUREMENT COORDINATOR	**PROJECT MANAGER**
SHANNON KEOUGH-NOLAN (386) 986-2339 SKNolan@palmcoastgov.com	DONALD HOLCOMB (386) 986-2344 DHolcomb@palmcoastgov.com

BRIEF DESCRIPTION

This Invitation to Bid is issued for the purpose of securing a Master Pricing Agreement Contract for the purchase of various chemicals to be used at the City's Water Treatment Plants.

OTHER KEY DATES AND MEETINGS

Question Deadline: **May 29, 2025** at 2 p.m.
Bid Deadline: **June 5, 2025** at 2 p.m.

The above outlines the deadlines applicable to this ITB. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Bidders of any such change(s).

DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION

Bid solicitation documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Bids shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).

The City of Palm Coast uses its best efforts to divide total requirements, when economically feasible, into smaller tasks or quantities and to establish delivery schedules, where the requirement permits, in order to encourage participation by minority businesses, women's business enterprises, and labor surplus area firms in compliance with CFR 200.321. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourage further participation by minority businesses, women's business enterprises, and labor surplus area firms.

Review requests should be submitted on the portal, **https://palmcoastgov.bonfirehub.com/portal**, on the Messages Tab under Opportunity and Q&A, upon Project Opening and prior to the posted Questions Deadline.

ABOUT PALM COAST

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan areas. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 97 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing over 100,000 residents. It offers a comprehensive list of services including Water/Wastewater Management, Stormwater Management, Public Works, Administration, Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Water/Wastewater Management, Stormwater Management, the Public Works yard, the Palm Coast Community Center, the Southern Recreation Center and five fire stations.

Palm Coast also provides its residents with over a dozen City parks, a tennis center, a golf course, an aquatics center, and more than 125 miles of connecting multiuse pathways for walking, running, and bicycling. Parks and other recreational amenities are open seven days a week, usually from sunrise to sunset.

GOODS/SERVICES GENERAL REQUIREMENTS

INTRODUCTION – OVERVIEW AND OBJECTIVES

This Invitation to Bid is issued for the purpose of securing a Master Pricing Agreement Contract for the purchase of various chemicals to be used at the City's Water Treatment Plants (WTP). The objective of the bid will be a Master Price Agreement Contract with annual firm pricing (Delivered, F.O.B. Destination). This will be a one (1) year contract with the option for two (2) annual renewals. Estimated usage is provided on the attached Product Detail and Specification Sheets.

The City operates three (3) Water Treatment Plants (as noted below) in addition to an **Elevated Tank Booster Chlorination Station** located at 5636 N. Ocean Shore Blvd., Palm Coast, FL 32137**.**

1. **Water Treatment Plant #1** 4 Corporate Drive North, Palm Coast, FL 32137 Lime Softening
2. **Water Treatment Plant #2** 50 Citation Blvd., Palm Coast, FL 32164 Membrane Softening & Lime
3. **Water Treatment Plant #3** 400 Peavy Grade, Palm Coast, FL 32137 Membrane Softening.

SCOPE OF SERVICES

The Chemicals included for this bid are noted below:

- Liquid Sulfuric Acid 50%, NSF Certified Estimated annual usage 7,100 gallons WTP #1
- Liquid Corrosion Inhibitor (30% polyphosphate and 70% orthophosphate), minimum 35% active ingredients (Total PO4), NSF Certified Estimated annual usage 7,000 gallons WTP #1, #2 & #3
- Ammonium Sulfate Solution Estimated annual usage 36,000 Gallons WTP #1, #2 & #3. Elevated tank booster station, located at 5636 Ocean Shore Blvd.
- Liquid Sodium Hypochlorite Elevated Water Storage Tank, A1A, Palm Coast, FL 32137. Purchaser owns one (1) 500 gallon bulk tank. Approximate delivery requirement: Roughly 4,500 gallons.

For EACH item where a bid is submitted, bidder must provide three (3) references (OTHER THAN THE City of Palm Coast) with the bid documents that are specifically from Water/Wastewater Industries, and those references must be for the specific product(s) being bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will provide a representative to visit the plants a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous

performance in awarding the contract for the product. **If product is to be supplied by a 3rd party, this information must be disclosed at the time of bid.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Please see the separate, individual Product Detail and Specification Sheets for each listed Chemical that are attached to this document. Each sheet has specific information, requirements and instructions as you prepare your bids for any of the specified items.

SAMPLES: When requested, samples should be furnished free of expense to the City of Palm Coast.

PRODUCT RESPONSIBILITY: The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available, such as financial, technical, and other qualifications and abilities of the Bidder, including past performance with the City. This information will be used to determine the Bidder's responsibility.

DELIVERY: Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the City, Monday through Friday, unless otherwise specified, and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. F.O.B. POINT: The F.O.B. point shall be F.O.B. destination. Bid responses showing anything other than F.O.B. Destination will not be accepted. The bid prices shall include all costs of loading, transporting and delivery to designated point(s) within the City.

PACKING SLIPS: Packing slips, ruck tickets, or other suitable shipping documents shall accompany each special-order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Palm Coast Purchase Order number, and (d) descriptive information of the equipment delivered including serial number, quantity, number of containers, etc. Packing slips and truck tickets shall be produced upon request by the City.

BID PROCESS

PURCHASING PROCEDURES: The Procurement and Contracting Procedures and Processes apply to this Invitation to Bid. These procedures can be found at: http://www.palmcoast.gov/procurement under Procurement Policy.

INQUIRIES/INTERPRETATIONS: All Bidders shall carefully examine the Invitation to Bid (ITB) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City prior to the due date in writing through the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal); failure to do so, will constitute an acceptance by the Bidder of any subsequent award decision. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourages further participation by minority businesses, women's business enterprises, and labor surplus area firms. Any questions concerning the intent, meaning and interpretations of the ITB documents, including the attached draft agreement, or suggestions for addenda to the ITB documents, shall be posed through the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal) during the Q&A period. Bidder should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this ITB. Any oral statements or instructions given before the bid submittal due date will not be binding on the City.

ADDENDA: Should revisions to the ITB documents become necessary, the City shall post addenda n on the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal). All Bidders should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the bid as unresponsive. **Bidder must sign, date, and return all addenda with their bid for the submission to be deemed Responsive.** It is the sole responsibility of the Bidder to obtain information related to addenda and to ensure that the bid considers all changes to the ITB documents.

ANTI-LOBBYING/CITY CONTACT: Bidders are hereby notified that all communications regarding this ITB, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Bidder, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this ITB for formal presentations (if any), any indirect or direct communications and lobbying regarding this ITB made to members of the City Council, members of the Evaluation Committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited, and may constitute grounds for immediate disqualification of the Bidder's bid.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this ITB.

LICENSES/PERMITS: Unless expressly stated in the ITB, all permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc.; are the responsibility of the Bidder.

CONTRACT/TERMS AND CONDITIONS: The length of the contract term will be one (1) year and allows for two (2) optional 1-year renewals. A draft contract template is attached to this ITB. Bidders should review the draft contract template prior to submitting a bid. If Bidder wants to negotiate modifications or additional terms and conditions to the contract, then Bidder shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. **UNLESS EXPRESSLY ACCEPTED BY THE CITY AND ISSUED BY ADDENDA, OR UNLESS THE CITY REQUIRES MODIFICATIONS, ONLY THE TERMS AND CONDITIONS IN THIS ITB DOCUMENT SHALL APPLY. NO ADDITIONAL TERMS AND CONDITIONS INCLUDED WITH THE BID SHALL BE CONSIDERED. ANY AND ALL SUCH ADDITIONAL TERMS AND CONDITIONS, ARE INAPPLICABLE TO THIS ITB,**

WHETHER SUBMITTED PURPOSEFULLY, OR INADVERTENTLY, OR APPEARING SEPARATELY IN TRANSMITTAL LETTERS, SPECIFICATIONS, LITERATURE, PRICE LISTS OR WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS IN THESE ITB DOCUMENTS AND SUBSEQUENT ADDENDA ARE THE ONLY CONDITIONS APPLICABLE TO THE BIDDER'S SUBMITTAL, AND THE BIDDER'S SIGNATURE ON THE RESPONSE FORM ATTESTS TO THIS STATEMENT. EXCEPTIONS TO THE TERMS AND CONDITIONS WILL NOT BE ACCEPTED.

SUBMISSIONS: Refer to Instructions to Bidders Instructions for instructions on preparation of the bid.

TIME TO RESPOND: Bids shall be submitted electronically through the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal) for receipt by the specified time and date. No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered). Any emailed, mailed, or hand delivered submittals will be returned to the sender and not be considered. It is strongly recommended that Bidders begin the uploading process at least ONE (1) day before Bid Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Budget and Procurement Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at **Support@GoBonfire.com** or visit their help forum at **https://bonfirehub.zendesk.com/hc.**

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Bidder after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this ITB. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal).**

BID WITHDRAWAL: Bidders may withdraw their bids through the City's Procurement Portal prior to the time and date set for the bid submission deadline. Once opened, bids become the property of the City and will not be returned to the Bidders. Bidders may not assign or otherwise transfer their bid proposals prior to or after the bid opening time.

INCOMPLETE BID/MISTAKES IN BID: **Failure to sign and return any or all issued addenda, failure to return a signed and completed pricing schedule and/or failure to sign and return a completed Form 4 Compliance Certification shall be absolute disqualification of the bid as nonresponsive.** Other than the pricing schedule, issued addenda, and **Form 4**, the City reserves the right, at City's discretion, to reject the bid, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Bidder shall have one (1) business day to supply this information to the City for the bid to be considered valid. Bidders are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension or addition error(s), the unit price and extension will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder.

PUBLIC OPENING: The bids shall be opened publicly, and the names of the Bidders shall be read aloud at that time, I, along with the total price. Persons with disabilities needing assistance to participate in the public opening

should contact the City Human Resource Office ADA Coordinator at 386-986-2570 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE / REJECTION / GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all bids, or any part of a bid submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Bidder. City will make the award to those Bidders, who in the opinion of the City, will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to decide as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Bidder. Any of the following causes may also be considered as sufficient grounds for disqualification of a Bidder or the rejection of a bid:

a) Submission of more than one bid for the same work by any entity under the same or different names.
b) Evidence of collusion among Bidders.
c) Submission of an unbalanced bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same bid.
d) Lack of responsibility as shown by past work including, but not limited to, life, safety, performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress, scheduling and financial irresponsibility. The City may also consider past litigation and claim history of the Bidder as evidenced by prior frivolous claims made by Bidder in connection with other projects.
e) Delayed, incomplete or nonperformance to which the Bidder is committed under another contract which may raise concerns about the timely performance under this ITB.
f) Any Bidder that submits a bid containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the bid shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Bidder or rejection of the bid.
g) Bidders, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the bid for the type of goods/services to be provided. Should Bidder not be fully licensed and certified, its bid shall be rejected.
h) Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.
i) Non-compliance with the submittal requirements of these Instructions to Bidders.
j) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and Award Criteria herein. The City reserves the right to accept any bid or combination of bid alternates which, in the City's judgment, will best serve the City's interest. Pursuant to Florida Statutes § 287.05701, the City will not give preference to or request documentation of or consider a vendor's social, political, or ideological interests when determining the vendor's qualifications. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bidder understands that submission of its bid constitutes Bidder's acceptance of the terms and conditions of this ITB, including the contract template attached. However, Bidder also understands that its bid does not constitute an agreement or a contract with the City. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

a) AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

1. The ability, capacity, and skill of the Bidder.
2. Whether the Bidder can perform/deliver promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, and efficiency of the Bidder.
4. The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
5. The previous and existing compliance by the Bidder with Budget and Procurement Division procedures, the life safety requirements of the City and other laws, ordinances, and regulations.
6. The sufficiency of the financial resources and ability of the Bidder to perform/deliver.
7. The quantity, availability, and adaptability of the Bidder to perform the Agreement or service to the particular needs of the City.
8. The ability of the Bidder to retain employees for the purpose of this ITB.
9. The experience of the Bidder performing in a similar manner as required by this Agreement. Bidder must have a minimum of three (3) consistent satisfactory years and the Bidder's Owner, Officer, or Share Holder must have the necessary required experience to submit a bid.
10. The type, structure, and experience of the local or branch management proposed.
11. Quality Control Program.
12. Contract disputes, Claims and Litigation filed by or against Bidder in the past five years that are related to the services Bidder provides in the regular course of business.
13. Reprimand of any nature or suspension by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years.
14. Bidder's response to City's request to submit required form within twenty-four (24) hours from the City's request.

b) LOCAL BUSINESS PREFERENCE IN SELECTION AND AWARD: The City has a Local Business Preference Policy, see Section 2-30 of the City of Palm Coast Code of Ordinance, designed to aid Local Vendors. The Policy allows Local Vendors (defined below) to be awarded a solicitation if their cost to the City is within 3% - 5% (depending on amount) up to total of $20,000 (see calculation below). The City's Local Business Preference is not applicable to any Invitations to Bid where funding will be in whole or part from any federal or state agency, or a local agency with differing or no local preference.

1. Local Vendor – For purposes of application of the Local Business Preference, a Local Vendor is a business that has its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to this ITB. If the local business preference does not result in the Palm Coast business being awarded the ITB, then the local business preference shall be given to businesses having its headquarters, manufacturing facility, or locally owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the ITB. Post office boxes do not qualify as a verifiable business address.

2. Calculation of Amount of Preference - Five percent (5%) of the total quoted price up to $200,000.00 as referenced on the price schedule. Three percent (3%) of the total quoted price above $200,000.00 as referenced on the price schedule. Total local business preference shall be limited to $20,000.00 for each project.

POSTING OF AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal)** prior to City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures (https://library.municode.com/fl/palm_coast).

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. To seek exemptions from public records disclosure, Bidders must i) invoke exemptions provided by law in their submittals, ii) identify the data or other materials to be protected, and iii) state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

BIDS TO REMAIN FIRM: All bids shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Bidder and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidder is believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this ITB, the City shall have the unqualified right to terminate the purchase or work Order(s) or contract upon written notice to the Bidder, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any bidder(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Budget and Procurement Division at once in writing, indicating the specific regulation which requires an alteration, including any price adjustments. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Bidder shall indemnify and save harmless the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article, on request, to the Bidder, and receive reimbursement. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid includes all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Bidder to extend the pricing, terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Bidder. Each governmental agency desiring to accept the successful bid, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Bidders are approved to use the City logo in their submission materials and presentations in response to this ITB. No other use of the City Logo by Bidders is authorized.

DEBARMENT: Following award, where the successful Bidder's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Bidder from submitting bids on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

INSTRUCTIONS TO BIDDERS

BID SUBMITTAL

The Bidder must submit a bid that substantially complies with this ITB document in all material aspects. All bid submittals must contain direct responses to the requested information which can be found on the Required Forms attached and as otherwise outlined in this ITB. The response should be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Bidders are advised to carefully follow these Instructions to Bidders in order to be considered fully responsive to this ITB. Compliance with all requirements will be solely the responsibility of the Bidder. Bid prices must be submitted on the required forms. Bidders shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Bidder warrants that its bid is correct.

INSURANCE

Bidders shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this ITB. Proof of insurance shall be furnished to the City prior to final execution of the contract.

BID SECURITY

A security is ☐ required, or ☒ not required for this ITB. If a security is required, a bond shall accompany each bid if the bid amount is one-hundred thousand dollars ($100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the bid price/cost and shall be made payable to the City as a guarantee that the bidder will not withdraw its bid for a period of one hundred twenty (120) days after the bid closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Bidder claims qualify as "trade secrets" under the Public Records Act shall be segregated, clearly labeled "trade secrets", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a bid in response to this ITB, the Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this business and the resulting contract, and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the bid and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a bid, Bidder affirms that its bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this ITB and the resulting contract.

REQUIRED FORMS

The bid submittal response shall include the required forms which are available at the end of this Bid Manual.

PREPARING AND UPLOADING SUBMISSION

1. PREPARE YOUR SUBMISSION MATERIALS:

Requested Information:

Name	Type	# Files	Requirement
Required Forms, Price Schedule, References	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. UPLOAD YOUR SUBMISSION AT: https://palmcoastgov.bonfirehub.com/opportunities/185820

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

CLAIMING LOCAL PREFERENCE

Are you claiming **Local Preference** with your solicitation submission?

NO ☑

YES ☐

If YES is marked above, provide proof with your submittal that you are meeting the local business preference requirements in Section 2-30 of the City of Palm Coast Code of Ordinances as follows:

(1) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one year immediately prior to the request for a quote or formal bid solicitation (post office boxes do not qualify as a verifiable business address).

(2) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

The foregoing requirements can be met by providing a utility bill, lease agreement, Florida Division of Corporations registration of the company's principal address, or some other similar documentation with the required timeframe. **FAILING TO PROVIDE THE REQUIRED DOCUMENTATION WILL RESULT IN THE CITY NOT APPLYING THE LOCAL BUSINESS PREFERENCE TO YOUR SUBMISSION.**

PRICE SCHEDULE

Hawkins Inc

Company Name of Bidder

2381 Rosegate

Mailing Address

Roseville, MN 55113

City, State, ZIP

bids@hawkinsinc.com 612-331-6910

Email Phone Number

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
LIQUID SULFURIC ACID	7,100	Wet Ton $4.00/gallon	$28,400.00
LIQUID CORROSION INHIBITOR	7,000	Gallons $14.00/gallon	$98,000.00
AMMONIUM SULFATE SOLUTION	36,000	Gallons $5.60/gallon	$201,600.00
LIQUID SODIUM HYPOCHLORITE	4,500	Gallons $2.85/gallon	$12,825.00
SUM OF FOUR (4) ITEMS			$340,825.00

Price in US Dollars: SUM FROM ABOVE $ 340,825.00

Price written out: three hunderd fourty thousand eight hundred twenty-five dollars

Prices shall include all applicable taxes.

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above.

_____	6/4/2025 _____
Authorized Signatory	Date
Douglas Lange _____	
Name	
Vice President, Water Treatment Group _____	
Title	

REFERENCES OTHER THAN THE CITY OF PALM COAST

Bidder shall provide a minimum of three (3) references for which they are currently providing, or have provided, this type of service/commodity.

REFERENCES CANNOT INCLUDE CURRENT CITY EMPLOYEES. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION AND YOUR SUBMISSION DEEMED NON-RESPONSIVE.

REFERENCE 1

City of Deltona
Company Name

Shane Churney
Contact Name and Title

386-871-7432
Phone Number

schurney@deltonafl.gov
Email Address

Duration of Contract or Business Relationship:
2015-PRESENT

Mini bulk delivery of various water treatment chemicals to multiple facilities

REFERENCE 2

Coral Springs Improvement District
Company Name

Joe Stephens
Contact Name and Title

984-796-6667
Phone Number

joes@csidfl.org
Email Address

Duration of Contract or Business Relationship:

2015-PRESENT

Deliver various water treatment chemicals to multiple facilities

REFERENCE 3

Polk County Utilities

Company Name

Edward Clark

Contact Name and Title

863-815-6595

Phone Number

edwardclark@polk-county.net

Email Address

Duration of Contract or Business Relationship:

2007-PRESENT

Deliver various water treatment chemicals to multiple facilities

3

FORM 1 CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared Douglas Lange, who was duly sworn, deposes, and states:

1. I am the Vice President - WTG of Hawkins Inc (the "entity") with a local office in Brooker, FL and principal office in Roseville, MN.
2. The above named entity is submitting a bid to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one bid for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

PROPOSER

Hawkins Inc
Printed Name of Proposer

Signature

Douglas Lange
Printed Name

Vice President, Water Treatment Group
Printed Title

06/04/2025
Printed Date

bids@hawkinsinc.com
Contact Email

2381 Rosegate
Street Address /Suite #

Roseville, MN 55113
City, State Zip

612-331-6910
Phone

STATE OF Minnesota)

) ss

COUNTY OF Ramsey)

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization

This 4th day of

June 20 25 .

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of Minnesota

My commission expires January 31, 2027

Personally Known X

-OR-

Produced Identification _____

Type: _____

FORM 2 DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

[FOR FEDERAL PROJECTS]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The prospective Bidder certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this bid.

Hawkins Inc

Name of Bidder

Douglas Lange, Vice President, Water Treatment Group

Name and Titles of Authorized Representative(s)

Signature(s)

06/04/2025

Printed Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", ineligible, "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

FORM 3 CERTIFICATION OF AUTHORIZED SIGNATORY

Hawkins Inc | 41-0771293

Print/Type Legal Business Name *(same as name on W-9 form)* | Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

____ • Sole Proprietorship – Complete Section A
____ • General or Limited Partnership – Complete Section B
X • **C**orporation (Inc. , LLC) Complete Section C

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of Hawkins Inc
Legal business name

a corporation /LLC under the laws of the State of Minnesota, was held on _____ 2025. The following resolution was duly passed and adopted:

"RESOLVED, that Douglas Lange is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this 4th day of June, 2025.

Provide copy of Resolution

_____
Corporate Secretary/Managing Member
Richard Erstad Vice President, General Counsel and Secretary

FORM 4 – COMPLIANCE CERTIFICATION FORM

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars ($1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** _____

2. **Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a bid under Fla. Stat. §287.133(2)(a). **Initials** _____

3. **Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials**_____

4. **Drug-Free Work Place -** As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a bid authorizes release of Bidder's credit data to City of Palm Coast. If the Bidder submits information exempt from public disclosure, Bidder must identify with specificity which pages/paragraphs of its bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Bidder agrees to defend the City in the event City is forced to litigate the public records status of Bidder's documents. **Initials** _____

6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.** ☐ **Applicable** ☑ **Not Applicable. Initials** _____

7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:** ☐ **Applicable** ☑ **Not Applicable Initials** _____

8. **Vendor Registration** - All bidders awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☑ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____

9. **Bid Submission Acknowledgement -** The Bidder has carefully examined the ITB, including the Instructions to Bidders, Contract Template, addenda, and any other accompanying documents for this project. The Bidder has completely analyzed the information contained in this ITB as guidance for the preparation its submittal. The Bidder's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Bidder's understanding of the proposed work and/or product requirements. The Bidder agrees and understands that, if awarded, all portions of the submitted bid shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the submitted bid and the ITB, the ITB shall prevail. **Initials** _____

Type text here

I certify that all information contained in this bid is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this bid on behalf of the Bidder as its act and deed and that the Bidder is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested bidder; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Bidder swears that none of the information supplied was for the purpose of defrauding the City.

PROPOSER

Hawkins Inc
Printed Name of Proposer

_____
Signature

Douglas Lange
Printed Name

Vice President, Water Treatment Group
Printed Title

06/04/2025
Printed Date

bids@hawkinsinc.com
Contact Email

2381 Rosegate
Street Address /Suite #

Roseville, MN 55113
City, State Zip

612-331-6910
Phone

STATE OF Minnesota)
) ss
COUNTY OF Ramsey)

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization

This 4th day of

June 20 25 .

_____
Signature of Notary

_____
Printed, Typed, or Stamped Name of Notary

Notary Public, State of Minnesota

My commission expires January 31, 2027

Personally Known X

-OR-

Produced Identification _____

Type: _____

FORM 5 E VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Hawkins Inc

Name of Bidder

Douglas Lange, Vice President, Water Treatment Group

Name and Titles of Authorized Representative(s)

Signature(s)

06/04/2025

Printed Date

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hawkins Inc *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hawkins Inc [*insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Douglas Lange
Title: Vice President, Water Treatment Group
Date: 06/04/2025

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 4th day of June, 2025 by Douglas Lange [name of officer or agent, title of officer or agent] of Hawkins Inc [name of contractor company acknowledging], a Minnesota [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A [type of identification] as identification.

Notary Public

[NOTARY SEAL]

David Schindeldecker
Name typed, printed or stamped

My Commission Expires: January 31, 2027

FORM 6 2 CFR 200.321 AFFIRMATIVE STEP REQUIREMENTS

Code of Federal Register ("CFR") 200.321 provides six (6) affirmative steps required to engage small, minority owned, and women's business enterprises ("business enterprises") for federally funded projects. In accordance with the CFR requirements, the following six (6) affirmative steps must be taken by Bidder, if Bidder will be engaging subcontractors to perform services for the project:

1. Place qualified business enterprises on solicitation lists;
2. Assure that business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority owned, and women's business enterprises;
5. Use the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (contact information for these agencies can be obtained from the City); and
6. Ensure that all agreements with contractors and any subcontractors include steps 1-5 above.

By submission of its bid, Bidder certifies that it will comply with the requirements of CFR 200.321.

Hawkins Inc

Name of Bidder

Douglas Lange, Vice President, Water Treatment Group

Name and Titles of Authorized Representative(s)

_____

Signature(s)

06/04/2025

Printed Date

FORM 7 PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Hawkins Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Douglas Lange

Title: Vice President, Water Treatment Group

Signature: _____ Date: 06/04/2025

FORM 8 AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Minnesota

County of Ramsey

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Hawkins Inc (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 06/04/2025 Signed: _____

Entity: Hawkins Inc Name: Douglas Lange

Title: Vice President, Water Treatment Group

Sworn to (or affirmed) and subscribed before me this 4th day of June, 2025 ~~2024~~, by Douglas Lange.

_____
Notary Signature

David Schindeldecker

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification_____

Type of Identification Produced_____

SPECIFICATIONS

City of Palm Coast
Sulfuric Acid (50%)
Quantity: approximately 7100 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per wet ton (delivered) for the purchase of 50% Sulfuric Acid to be used at the Lime Softening Water Treatment Plant #1, located at 4 Corporate Drive North, Palm Coast, Florida 32137.

- Acceptable Standard: 50% Grade Sulfuric Acid (must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60). NSF certification must be in place at the time of bid.
- Sulfuric Acid will be shipped as Liquid Sulfuric Acid
- Delivery will be a five hundred gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 7100 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid. Bidder must supply three (3) references with the bid that are from Water/Wastewater industries, and those references must be for the product the bidder is bidding on.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- The term shall be one (1) year with two one year renewal periods.
- Deliveries will be between the business hours of 7:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Wtp1, 4 Corporate Drive North, Palm Coast, Florida 32137.

Sulfuric Acid
50% Grade NSF

Chemical Analysis	**Specification**
H_2SO_4	50.00 Min.
Specific gravity, in g/cc @ 25 degrees C	1.84
Color	Water White

Trace Elements	
Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM

Trace Elements	
Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB
Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Location

Bulk Delivery Locations by Tanker shall be made to:
Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast, FL 32137. Purchaser owns three (3) 500-gallon storage tanks. Approximate delivery requirement: 500 gallon minimum orders.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. If product is supplied by a 3rd party, this information must be disclosed at the time of bid.

Per DEP requirements, if additional water quality sampling is triggered, the product may be rejected

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Corrosion Inhibitor (Poly-orthophosphate 30/70 blend) Specification
Quantity: Approximately 7,000 gallons
General Description of Services

Section 1 –

The City of Palm Coast Public Works / Utility Division is seeking a firm price per gallon (delivered) for the purchase of Corrosion Inhibitor to be used at the Lime Softening Facility Water Treatment Plant #1, located at: 4 Corporate Dr., Palm Coast, FL 32137, Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 400 Peavy Grade Palm Coast FL 32137.

- Acceptable Standard: 30% polyphosphate and 70% orthophosphate or equal. The solution shall have a minimum of **36% active ingredients (Total PO4)** the delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-94 or latest revision. NSF certification must be in place at the time of bid.

- Physical Properties: The polyphosphate blend shall be a clear, slightly hazy liquid. The final product shall be double filtered through a 1 micron filter to assure that there is no contamination. The pH shall be in the range of 4-7 and the specific gravity (SPG) shall be in the range of 1.29-1.41

- Total anticipated Annual Volume (not guaranteed) is 7,000 gallons.

- The Bidder must be able to supply each facility with a maximum of - 1000 gallons (Wtp1), 600 gallons (Wtp2) 800 gallons (Wtp3), and also be willing to deliver as little as 100 gallons when required.

- The successful bidder must conduct 3 separate coupon analysis at each treatment facility (POE) point of entry for 120 days per plant during the initial startup of the selected corrosion inhibitor. Each coupon rack will need to consist of 4 coupons (mild steel, copper, brass, and lead). The bidder must also provide a detailed report with both analytical results and the recommended dosage rate needed for each treatment facility. This will be done at no additional cost to the city.

- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid. Bidder must supply three (3) references with the bid that are from Water/Wastewater industries, and those references must be for the product the bidder is bidding on.

- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system. If the product is delivered in 55 gal drums it is the bidder's responsibility to offload the product from the 55 gallon drums into the bulk storage tanks.

- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.

- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

- Deliveries will be between the business hours of 7:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within 3-5 days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Corrosion Inhibitor in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The contractor shall fill the tanks at all three facilities in such a way as to make sure that the chain of custody is not broken and the NSF 60 certification shall remain valid. An identifying label with the mark of the certifying agency shall be placed on the tank as evidence of the valid certification.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Corrosion Inhibitor.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Corrosion Inhibitor shall be supplied by the Contractor and shall be

clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Corrosion Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker or 55 gal drums shall be made to:

A. Water Treatment Plant No.1, 4 Corporate dr., Palm Coast, FL 32137. Purchaser owns (1) 1000 gallon tank.
B. Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164. Purchaser owns two (2) 300-gallon storage tanks.
C. Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137 Purchaser owns two (2) 500-gallon storage tanks.

Bid Evaluation

Per DEP requirements, if additional water quality sampling is triggered by changing from the current product, the product bidded may be rejected

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year

renewal periods. If product is supplied by a 3rd party, this information must be disclosed at the time of bid.

City of Palm Coast
Ammonium Sulfate Solution
Quantity: approximately 36,000 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of Ammonium Sulfate Solution to be used at the Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137, the Elevated Tank Booster Chloramination Station located at 5636 N. Ocean Shore Blvd., Palm Coast, FL 32137, Water Treatment Plant No. 2, 50 Citation Blvd. Palm Coast, FL 32164, and Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137.

- Acceptable Standard: The ammonium Sulfate must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. It shall be non-toxic, non-volatile, odor free and must have a stable strength indefinitely. NSF certification must be in place at the time of bid.

- Acceptable Standard: The ammonium sulfate shall have a clear, pale yellow appearance and in liquid form. It must be a non-hazardous substance and the bidder is responsible for providing a product specification sheet or certificate of analysis, and a material safety data sheet with the bid form.

- Bidder must supply three (3) references with the bid that are from Water/Wastewater industries, and those references must be for the product the bidder is bidding on.

- Acceptable Standard: This product shall contain no impurities or substance that would be deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonium sulfate provided shall be in accordance with the following general list of properties:
  % (NH4)2SO4 40%
  % NH3 10.3%
  % N 8.5 %
  Specific Gravity 1.20 – 1.23
  pH 4.0 – 7.0

- Total anticipated Annual Volume (not guaranteed) is 30,000 gallons.

- The Bidder must be able to supply each facility with a maximum of – 2000 gallons (Wtp1), 2000 gallons (Wtp2), 1600 gallons (WTP 3) and 55 gallon drum (A1A Elevated Tank Booster Chloramination Sta.), and also be willing to deliver as little as 110 gallons when required, or 1 drum (55 gallon) at the A1A ET.

- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

- The successful bidder will provide S.D.S. (Safety Data Sheets) on the product and a representative to visit the plant once per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system. The representative will conduct an annual one (1) hour safety seminar on site for staff that handles this material.

- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the Chemical Feed system.

- Deliveries will be between the business hours of 7:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements
Contractor shall make "normal" deliveries within 3-5 days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ammonium sulfate in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Ammonium Sulfate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Ammonium Sulfate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Ammonium Sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations
Bulk Delivery Location shall be made to:

- **Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137**
  Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 11,800 gallons.

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast FL 32164**
  Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 13,000 gallons.

- **Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137**
- Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 11,800 gallons

Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 1, Elevated Tank Chloramination Booster Station 5636 North Ocean Shore Blvd., Palm Coast, FL 32137**
  Bidder must ship in Mini-Bulk service. Past deliveries have been in 55 gallon drums. Anticipated Annual Volume (not guaranteed) is 165 gallons.

Bid Evaluation
The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year renewal periods. If product is supplied by a 3rd party, this information must be disclosed at the time of bid.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF PALM COAST
Specification for Liquid Sodium Hypochlorite
Quantity 4500 gallons more or less
Small bulk tank – 500 gallons

Description of Proposal

The purpose of this Request for Proposals is to solicit proposals to deliver sodium hypochlorite to the City of Palm Coast's Water Elevated Tank. The City of Palm Coast is soliciting separate proposals for small truck deliveries since the Elevated Tank does not have tanker access.

Bidder Qualification/Submittals

For purposes of this Bid, the term "Bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

Each prospective Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past sixty (60) days. *The laboratory analysis shall state the manufacturing location of the sample.* The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

Further, Purchaser reserves the right to take samples from Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality. In such event, Purchaser shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Bidder being disqualified from bidding on this Product.

Each prospective Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years *from the manufacturing location* that will supply the product. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years for all of its locations. The Bidder

shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years for all of its locations. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

Per DEP requirements, if additional water quality sampling is triggered, the product may be rejected

Commercial Conditions (Pricing, Term and Payments)

The price of the sodium hypochlorite shall be fixed for the term of this Purchase Order and shall not be subject to any price escalation or fuel surcharges during the term of the Purchase Order. The term shall be one (1) year with two one year renewal periods. All payments shall be NET 30 days.

General Requirement

Under this schedule, the Contractor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300.10 for hypochlorite, except as modified or supplemented herein. NSF certification must be in place at the time of bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

Delivery Requirements

No deliveries accepted during the time of 11:30am – 1:30pm

Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchader.

This bid is for the facilities that do not have tanker access. The bid must state what size delivery vehicle will be used to deliver the product.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

Delivery Locations

Bulk Delivery Locations by Small 26' long delivery truck (no tanker access at either site) shall be made to:

A. Elevated Water Storage Tank, A1A, Palm Coast, FL 32137.
Purchaser owns one (1) 500 gallon bulk tank. Approximate delivery requirement: 250 - 300 gallons every month.

Sodium Hypochlorite consumption at each location is estimates only and Purchaser shall not be bound by these amounts in any subsequent Purchase Order or Contract.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300.10 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration",* distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com. The approved laboratories are listed below. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior To Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall be provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the Purchaser. The Purchaser will supply the sample container and the driver shall collect the sample from the tank

truck and turn it over to the Purchaser. The sample shall be considered representative of the lot.

The Purchaser reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the Purchaser that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing can not be completed within the 45-minute period, the Purchaser shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Purchaser has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the Purchaser.

Sampling and Test of Shipment after Unloading

The Purchaser reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specifications of Material

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the supplier to inform the Purchaser that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Purchaser and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method developed by Novatek and previously referenced in this Specification.

Manufacturer's Laboratory Reports

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
  - Sodium Hypochlorite
  - Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the Purchaser unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports:

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the Purchaser and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the Purchaser. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the Purchaser at the time of the sample and the Purchaser forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between Purchaser and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to Purchaser, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any Purchaser emergency.

CONTRACT TEMPLATE

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20 __ ("Effective Date"), between _____ whose primary place of business is _____ ("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").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal _____( ) requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

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1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Orders and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to
ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

4. TERM AND TERMINATION.

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

B. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. 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.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, 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.

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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.

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 the 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.

9. 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.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration, and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S. as amended.

12. CONTRACTOR PREFERANCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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13. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB 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.

14. 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 Puchase Order.

15. 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. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

16. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

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17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase 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 the 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.

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:

_____
_____
_____
_____

19. PUBLIC RECORDS LAW. 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 makes 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:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. 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
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the 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.

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, the 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 the SUPPLIER'S failure to comply with these requirements.

DRAFT TEMPLATE

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 CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. 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 Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. UCC. In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. WARRANTY. SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

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

By:_____

Print: Lauren Johnston

Title: Acting City Manager

Date:_____

VENDOR

By:_____
Authorized Signatory

Print: _____

Title:_____

Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

DRAFT TEMPLATE

Exhibit A
PRODUCT/PRICE LIST

(See attached)

DRAFT
TEMPLATE

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 by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The 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. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the 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 the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the 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.

1.2. 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.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the 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 the 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 by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the 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 the 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.

DRAFT TEMPLATE

2. INSURANCE COMPANY REQUIREMENTS.

2.1. 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. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. 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, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the 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 the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the 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:

3.1.1. 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 the 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)

3.1.2. 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)	$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.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the 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 the 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, the 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 the 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

DRAFT TEMPLATE

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RESOLUTION 2025- 104
MASTER PRICE AGREEMENTS FOR VARIOUS CHEMICALS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH ALLIED HAWKINS, INC., AND BRENNTAG MID-SOUTH, INC., FOR VARIOUS CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hawkins, Inc., and Brenntag Mid-South, Inc., desires to provide various chemicals to the City of Palm Coast on an as-needed basis; and

WHEREAS, the City Council of the City of Palm Coast desires to approve Master Price Agreements to purchase various chemicals on an as-needed basis.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreements with Hawkins, Inc., and Brenntag Mid-South, Inc., for the purchase of various chemicals, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than $50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

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amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 15th day of July 2025.

ATTEST:

KALEY COOK, CITY CLERK

CITY OF PALM COAST

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

CITY OF PALM COAST, FLORIDA
PALM COAST
CITY CLERK
INCORPORATED 1999

Attachments: Exhibit "A" – MPAs with Hawkins Inc., and Brenntag Mid-South, Inc.

City of Bunnell, Florida

Agenda Item No. C.4.

Department:	Infrastructure
Subject:	Approval of Second Amendment to Agreement #2024-08 with PC Construction dba PECO, Inc. for Professional Design - Build Services - Bunnell WTP Brackish Water Reverse Osmosis Project - Guaranteed Maximum Price (GMP) Acceptance and Notice to Proceed Authorization (NTP)
Agenda Section:	Consent Agenda:

ATTACHMENTS:

Description

ADA PC 2024-08 Agreement Amendment 02 - signed

EXHIBIT A- Bunnell WTP Brackish Water RO Project_GMP Submission Rev 1 ADA.pdf

ADA 2024-08 Design-Build BWRO Agreement.pdf

BWRO NTP.pdf

Summary/Highlights:

Amendment 02 incorporates the Guaranteed Maximum Price (GMP 01) of $4,500,000 into the City's Agreement with PC Construction for the Brackish Water Reverse Osmosis (RO) Project. Acceptance of the GMP authorizes Phase 2 Final Design, Permitting, and Construction of the new 200,000 gallons-per-day Brackish Water RO system. The GMP proposal includes supporting scope clarifications, schedule, and bid package summaries. Phase 2 Work is anticipated to begin upon Notice to Proceed in September 2025 with substantial completion in October 2026. Approval of this item also authorizes Notice to Proceed (NTP) on September 23, 2025.

Due to file size, Bid Packages & Design are available upon request

Background:

The City entered into Agreement #2024-08 with PC Construction on **July 22, 2024**, to provide progressive design-build services for the Brackish Water RO Project. The Agreement established a **two-phase approach**: Phase 1 (design and GMP development) and Phase 2 (final design and construction). On **May 12, 2025**, the Commission approved **Amendment 01**, which incorporated required state and federal grant compliance provisions (DEP Agreement LPA0481). PC Construction submitted the GMP 01 proposal on **September 2, 2025 (Rev.1)**, establishing the total project cost at **$4,500,000**. Amendment 02 formally accepts the GMP, authorizes Phase 2 work, incorporates the GMP submission into the Agreement, and sets the official NTP issuance date of September 23, 2025.

Staff Recommendation:

Staff recommends Commission approval of Amendment 02 to Agreement #2024-08 with PC Construction dba PECO, Inc. in the amount of **$4,500,000**, incorporating the Guaranteed Maximum Price (GMP 01) for the Bunnell WTP Brackish Water RO Project, and authorize issuance of the Notice to Proceed (NTP) on September 23, 2025.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Staff recommends Commission approval of Amendment 02 to Agreement #2024-08 with PC Construction dba PECO, Inc. in the amount of $4,500,000, incorporating the Guaranteed Maximum Price (GMP 01) for the Bunnell WTP Brackish Water RO Project, and authorize issuance of the Notice to Proceed (NTP) on September 23, 2025.

City Manager Review/Recommendation:

Approved.

SECOND AMENDMENT TO AGREEMENT #2024-08 FOR PROFESSIONAL DESIGN–BUILD SERVICES – BRACKISH WATER REVERSE OSMOSIS PROJECT

THIS SECOND AMENDMENT OF INDEPENDENT DESIGN-BUILD AGREEMENT (hereinafter "AMENDMENT") is made and entered into effective the 22nd day of September 2025, by and between the **City of Bunnell, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "CITY") and **PC Construction Company dba PECO Inc.** (hereinafter the "DESIGN-BUILDER").

WITNESSETH

WHEREAS, the CITY and DESIGN-BUILDER entered into Independent Design-Build Agreement #2024-08 dated July 22, 2024 (hereinafter the "AGREEMENT"), as amended on May 12, 2025 (Amendment 01); and

WHEREAS, the AGREEMENT provided for a two-phase delivery of the Brackish Water Reverse Osmosis Project (hereinafter the "PROJECT"), with Phase 1 consisting of preconstruction and design services culminating in a Guaranteed Maximum Price (hereinafter the "GMP") proposal; and

WHEREAS, the DESIGN-BUILDER has submitted to the CITY its GMP proposal dated September 2, 2025 (Rev.1), Exhibit A, for Phase 2 final design, permitting, and construction services for the PROJECT; and

WHEREAS, the CITY has reviewed the GMP and desires to accept it and amend the AGREEMENT accordingly to authorize Phase 2 work;

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this AMENDMENT. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Amendment.** The AGREEMENT is hereby amended to include Exhibit A Guaranteed Maximum Price, Rev 1 in the amount of $4,500,000.
3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the AGREEMENT dated July 22, 2024, remain in full force and effect.

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

PC CONSTRUCTION DBA PECO, INC.

John Westlemid

Print Name: John Vescalonga

Title: Construction Executive

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of Sept, 2025, by John Vescalonga of PC Construction, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Sharon Gallagher

Signature of Notary Public - State of Florida

Sharon Gallagher

Printed/Typed/Stamped Name of Notary

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
SHARON GALLAGHER
MY COMMISSION # HH 412115
EXPIRES: June 18, 2027

CITY OF BUNNELL

_____

Catherine D. Robinson, Mayor

Date: September 22, 2025

ATTEST:

_____

Kristen Bates, MMC, City Clerk

Approved as to Legal Form

_____

Vose Law Firm, City Attorney



PC Virtual Construction Rendering of Bunnell WTP

City of Bunnell
Bunnell Water Treatment Plant
Brackish Water RO Project

Guaranteed Maximum Price 1 (GMP 01)

September 2, 2025 (Rev.1)

BUILDING STRONGER, TOGETHER

193 Tilley Drive
South Burlington, VT 05403
802.658.4100
pcconstruction.com

100% EMPLOYEE OWNED

September 2, 2025 (Rev.1)

Mr. Dustin Vost
Infrastructure Director
City of Bunnell
604 E Moody Blvd., Unit 6
Bunnell, FL 32110

Re: Progressive Design-Build Services for the Bunnell WTP Brackish Water RO Project – Guaranteed Maximum Price
PC Project Number 18119

Dear Dustin:

Thank you for the opportunity to work with the City of Bunnell. Enclosed is our Guaranteed Maximum Price proposal and its supporting documents. This proposal is based on information provided by the City of Bunnell and the 100% design deliverable by Carollo. This proposal was developed to achieve Board Approval in September 2025, enabling PC to engage vendors and meet the funding schedule deadlines.

We are fully committed to collaborating with you and the greater team to deliver the best value for this project. Recognizing the importance of the overall budget, we will ensure you have all the relevant information needed for informed decision-making.

Our shared goals and open communication are at the heart of this collaboration. We look forward to working together seamlessly and are available at your convenience to review this proposal and answer any questions that you may have.

Sincerely,

Jason Surowiec
Preconstruction Project Director

cc: John Yesalonia PE, PC
Alex Hango PE, PC
Mary Anne Atwood, City of Bunnell
Jessica Sheeler, City of Bunnell

SEPTEMBER 2, 2025

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SECTION 2 Scope of Work Clarifications

SECTION 3 Bid Package Summary

SECTION 4 List of Documents

SECTION 5 Schedule

SECTION 1

GMP 01

Bunnell Brackish Water RO - 100% GMP

Cost of Work	**$3,390,856**
Builders Risk	$9,876
Liability Insurance	$43,456
Payment & Peformance Bond	$23,703
Design Builder Contingency	$156,485
INDIRECT SUBTOTAL	**$233,521**
Subtotal	**$3,624,377**
Design-Builder Fee	$326,194
TOTAL PROJECT COST	**$3,950,571**
Phase 1 Services	$621,386
Value Engineering & Pricing Deducts	
Anticipated Owner Direct Purchase	$(71,957)
GRAND TOTAL	**$4,500,000**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

DESCRIPTION	TOTAL HOURS	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL COST
01.01 - Design Builder	2,638	345,497	36,540	62,500	65,000	511,729
01.02 - Engineering Services During Construction					102,300	102,300
11.01 - Process Mechanical			2,832		774,553	777,555
11.17 - RO System					1,068,204	1,068,204
11.18 - Air Stripping Tower System					228,165	228,165
16.01 - Electrical					490,272	490,272
17.01 - Instrumentation & Control					212,631	212,631
DIRECT SUBTOTAL	2,638	345,497	39,372	62,500	2,941,125	3,390,856

TOTAL PROJECT COST **$3,390,856**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
01.01 - Design Builder																					
01 - General Conditions																					
00100.000	Mobilization	1.00	LS	PCCAR	1.00	DAY	9.20	9	568.80	1,500.00			DAY	1,500.00	2,500.00	569	1,500	1,500	2,500	6,159	6,159
00100.010	Demobilization	1.00	LS	PCCAR	1.00	DAY	9.20	9	568.80	500.00			DAY	1,000.00	1,500.00	569	500	1,000	1,500	3,599	3,599
00100.090	IT Infrastructure	1.00	LS												12,000.00				12,000	12,000	12,000
00100.130	Water - Trailer drinking water	6.00	MO							150.00							900			159	954
00100.150	Telephone / Communications (monthly Internet bill)	6.00	MO							600.00							3,600			636	3,816
00100.170	Sanitary Facilities - Jobsite	6.00	MO							900.00							5,400			954	5,724
00100.200	Documents & Reproductions	1.00	LS							2,500.00							2,500			2,650	2,650
00100.200	Pre/Post Construction Photography	1.00	LS												2,500.00				2,500	2,500	2,500
00110.030	Project Manager	10.00	MW	PROJE	40.00	HOUR	40.00	400	6,240.00				HOUR			62,400				6,240	62,400
00110.050	Project Superintendent	26.00	MW	PROJE	40.00	HOUR	40.00	1,040	6,200.00				HOUR			161,200				6,200	161,200
00110.090	Senior Project Engineer	16.00	MW	SENIO	40.00	HOUR	40.00	640	4,880.00				HOUR			78,080				4,880	78,080
00110.150	Senior Field Engineer	2.00	MW	CHIEF	40.00	HOUR	40.00	80	4,000.00	320.00			HOUR			8,000	640			4,339	8,678
00110.170	Field Office Manager	5.00	MW	FIELD	40.00	HOUR	40.00	200	3,120.00				HOUR			15,600				3,120	15,600
00110.190	Safety Specialist	2.00	MW	SAFET	40.00	HOUR	40.00	80	4,000.00				HOUR			8,000				4,000	8,000
00130.090	Licensed Land Surveyor	1.00	LS												7,500.00				7,500	7,500	7,500
00130.120	Video Tape Training Sessions	1.00	LS												5,000.00				5,000	5,000	5,000
00130.140	Equipment Trucking	1.00	LS												2,500.00				2,500	2,500	2,500
00130.190	Storage Trailers	12.00	MO											200.00				2,400		200	2,400
00130.280	Sales Tax - 1% on first 5K	1.00	LS							3,200.00							3,200			3,392	3,392
Subtotal 01 - General Conditions								**2,458**								**334,418**	**18,240**	**4,900**	**33,500**		**392,152**
01 - General Requirements																					
00200.010	Testing - Construction Material Testing	1.00	LS												5,000.00				5,000	5,000	5,000
00200.030	Storm Prep	1.00	LS	PCLAB	1.00	HOUR	27.60	28	1,706.40	1,500.00			HOUR			1,706	1,500			3,296	3,296
00200.060	OSHA/First Aid	26.00	WK	PCCAR	2.00	HOUR	2.30	60	142.20	100.00			HOUR			3,697	2,600			248	6,453
00200.070	Material Handling	24.00	WK											2,400.00				57,600		2,400	57,600
00200.125	Project Signage Package	1.00	LS	CARP	2.88	HOUR	16.00	16	989.22	3,500.00			HOUR			989	3,500			4,699	4,699
00210.110	Construction Equipment Repair Parts	1.00	LS							500.00							500			530	530
00220.000	Progress Cleanup - Labor	26.00	WK	PCLAB	2.00	HOUR	2.30	60	142.20				HOUR			3,697				142	3,697

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
00220.005	Progress Cleanup - Material	26.00	WK							200.00							5,200			212	5,512
00220.010	Final Cleaning	1.00	LS												1,500.00				1,500	1,500	1,500
00220.045	Temporary Protection	1.00	LS	PCLAB	0.58	DAY	16.00	16	989.22	2,000.00			DAY			989	2,000			3,109	3,109
00220.060	Fuel, Oil, Lube	1.00	LS							3,000.00							3,000			3,180	3,180
Subtotal 01 - General Requirements								**179**								**11,079**	**18,300**	**57,600**	**6,500**		**94,577**
02 - Sitework																					
02390.111	*** MOPO-0034 - Wet Tap RW Main for Start-Up	1.00	LS*												25,000.00				25,000	25,000	25,000
Subtotal 02 - Sitework																			**25,000**		**25,000**
Subtotal 01.01 - Design Builder								2,638								345,497	36,540	62,500	65,000		**511,729**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
01.02 - Engineering Services During Construction																					
01 - Design																					
00080.102	Engineering Services During Construction	1.00	LS												102,300.00				102,300	102,300	102,300
Subtotal 01 - Design																			**102,300**		**102,300**
Subtotal 01.02 - Engineering Services During Construction								0								0	0	0	102,300		**102,300**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
11.01 - Process Mechanical																					
11 - Equipment																					
11200.000	Sitework & Site Utilities	1.00	LS												210,000.00				210,000	210,000	210,000
11200.001	Concrete	1.00	LS												80,000.00				80,000	80,000	80,000
11200.002	Process Mechanical	1.00	LS												442,500.00				442,500	442,500	442,500
11200.003	Start-up & Commissioning	1.00	LS												24,553.00				24,553	24,553	24,553
11200.004	Sales Tax	1.00	LS												17,500.00				17,500	17,500	17,500
11200.006	GAC System	1.00	LS							2,000.00							2,000			2,120	2,120
11200.006	RO Analyzer Sample Pump	1.00	LS							832.00							832			882	882
Subtotal 11 - Equipment																	**2,832**		**774,553**		**777,555**
Subtotal 11.01 - Process Mechanical								0								0	2,832	0	774,553		**777,555**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
11.17 - RO System																					
11 - Equipment																					
11200.000	RO System	1.00	LS												1,053,302.00				1,053,302	1,053,302	1,053,302
11200.005	2 Year Warranty	1.00	LS												14,902.00				14,902	14,902	14,902
Subtotal 11 - Equipment																			**1,068,204**		**1,068,204**
Subtotal 11.17 - RO System								0								0	0	0	1,068,204		**1,068,204**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
11.18 - Air Stripping Tower System																					
11 - Equipment																					
11200.000	Air Stripping Tower System	1.00	LS												190,000.00				190,000	190,000	190,000
11200.001	Horizontal Magnetic Drive Centrifugal Pumps	1.00	LS												15,000.00				15,000	15,000	15,000
11200.002	Sales Tax	1.00	LS												12,300.00				12,300	12,300	12,300
11200.003	Supply Bond	1.00	LS												10,865.00				10,865	10,865	10,865
Subtotal 11 - Equipment																			**228,165**		**228,165**
Subtotal 11.18 - Air Stripping Tower System								0								0	0	0	228,165		**228,165**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
16.01 - Electrical																					
16 - Electrical																					
16000.100	Electrical	1.00	LS												485,418.00				485,418	485,418	485,418
16000.101	P&P Bond	1.00	LS												4,854.18				4,854	4,854	4,854
Subtotal 16 - Electrical																			**490,272**		**490,272**
Subtotal 16.01 - Electrical								0								0	0	0	490,272		**490,272**

Bunnell Brackish Water RO Project

Group 1: Bid Package
Group 2: Major

ITEM CODE	DESCRIPTION	QUANTITY	UM	LABOR RG	LABOR PROD	PROD UM	MH / UNIT	TOTAL HOURS	LABOR UNIT	MATL UNIT	EQUIP RG	EQUIP PROD	PROD UM	EQUIP UNIT	SUB UNIT	LABOR TOTAL	MATL TOTAL	EQUIP TOTAL	SUB TOTAL	TOTAL UNIT	TOTAL COST
17.01 - Instrumentation & Control																					
17 - Instrumentation																					
17000.000	Instrumentation & Control Work	1.00	LS												212,631.00				212,631	212,631	212,631
Subtotal 17 - Instrumentation																			**212,631**		**212,631**
Subtotal 17.01 - Instrumentation & Control								0								0	0	0	212,631		**212,631**

DIRECT SUBTOTAL	**3,390,856**

SECTION 2

Scope of Work Clarifications

SECTION 2

Scope of Work Clarifications

DIVISION 01 – GENERAL REQUIREMENTS

The Bunnell Water Treatment Plant (WTP) Brackish Water Reverse Osmosis (RO) project located in Bunnell, Florida provides the installation of a new 200,000 gallon-per-day RO system and associated components for the treatment of brackish water from wells #7 and #8. The associated components include the installation of the RO skid and associated piping, making structural additions and modifications to accommodate the RO skid, and valves and controls.

1.01 The Guaranteed Maximum Price 01 (GMP 01) is based on a Notice to Proceed in September 2025 with substantial completion in October 2026. It is anticipated that the onsite work will be approximately six months in duration and the start date will be based on the equipment lead times.

1.02 The scope of the GMP is based on the construction for the scope of work outlined in LP, GAA LI 1705A, FY 23-24 GR. This GMP does not include any piping outside the existing plant property and excludes the design and construction of the pipelines connecting to the wells.

1.03 Clarifications are provided to support the GMP and are based on the 100% drawings and specs dated August 2025, as well as the team's working knowledge of the project.

1.04 Builder's risk insurance is included but does not include loss of use.

1.05 Payment and Performance Bond is included.

1.06 General Liability Insurance is included.

1.07 Chemicals for first tank fills and startup are provided by the Owner.

1.08 Water testing and disinfection are included. Water is to be provided by the Owner.

1.09 Engineering services during construction are included.

1.10 PC staff will have use of the City of Bunnell's office space for onsite location and will not have a temporary field office complex.

1.11 A 6% sales tax has been included, along with a 0.5% Flagler County tax on the first $5,000 of sales amount. A breakout credit of the sales tax value for potential Owner Direct Purchase (ODP) of process equipment is included on the GMP 01's cover sheet.

1.12 Management personnel and supporting general requirement costs are included.

1.13 FDEP, CUP and Building permits are included.

1.14 Dumpsters and appropriate labor for progress clean up at the construction area.

1.15 One hard copy of O&M manuals.

1.16 Monthly progress and drone photographs for the period of construction.

1.17 Minor storm damage, prep or clean-up for storm events.

1.18 All special inspections to satisfy relevant building codes are to be provided by the Owner. An allowance is provided for funds related to construction material testing costs that are required but not covered under special inspections.

1.19 No work is included outside of the Bunnell WTP fence. Connection to the future well pipeline is not included.

1.20 The new RO system will be started up and operated for seven days utilizing a wet tap connection and temporary piping.

1.21 Final startup and commissioning of this project is contingent upon the completion of the separately designed and constructed project for the pipeline to Wells #7, 8 and 9. PC has no control over that project and therefore cannot be held liable for delays resulting from that project.

1.22 GMP is based on billing from a schedule of values.

1.23 **Exclusions:**

a. Work associated with wells outside of the plant including the pipeline.
b. Hazardous materials testing, handling, monitoring or abatement.
c. Davis-Bacon or state prevailing rates.
d. American Iron & Steel (AIS), Buy American Act (BAA) or Build American, Buy American (BABA) requirements.
e. Owner's protective insurance.
f. Site security.
g. Employee badging.
h. Spare parts unless outlined in equipment scope of supply.
i. Restoration or special design for penetrations through existing pre-engineered metal building.
j. Utility consumption costs for construction and start-up.
k. No work at the existing transformer is included.

CLARIFICATIONS BY BID PACKAGE

11.01 **Process Mechanical:**

a. Furnish and Install of new 6" BW water line (to edge of fence) and new 2" ROC line.
b. Site restoration for areas disturbed by yard pipe installation
c. Demolition of existing pipe and brine tank.
d. Furnish and install of new concrete slab for the Air Stripping Tower.
e. Installation of the skid mounted RO system, automatic strainers, bag filters, cartridge filters, RO pumps, sample pump and clean in place skid, and air stripping tower.
f. Furnish and installation of the GAC system.

Process Mechanical Exclusions:

i. Chemical totes/drums and/or chemicals for initial fill and startup.
ii. Chemical drum scale.
iii. Third party noise and vibration monitoring.
iv. Heat trace or insulation.
v. Subsurface utility engineering.
vi. Re-habilitation of any existing building finishes.
vii. Coatings of existing floors that are not disturbed as part of this scope of work.

11.17 RO System, Bag Filters, Automatic Strainers:

a. Furnish of the skid mounted RO system, automatic strainers, bag filters, cartridge filters, RO pumps and clean in place skid, and associated control panels.
b. 2-year warranty on RO System (excluding membranes).
c. Anchor bolt design.
d. Coordination of SCADA integration with selected integrator.

RO System, Bag Filters, Automatic Strainers Exclusions:

i. 2-year warranty on RO membranes.
ii. Chemicals required for start-up.
iii. Any costs associated with factory witness testing.

11.18 Air Stripping Tower System:

a. Furnish of air stripping tower, self-cleaning pump, starting control panel, blower, blower control panel and interconnecting ductwork.

Air Stripping Tower System Exclusions:

i. Any costs associated with factory witness testing.

DIVISION 16 – ELECTRICAL

16.01 Electrical:

a. Power and controls to support operation of the new equipment.
b. New 200A breaker in the existing MCC-302.
c. Sealing and firestopping.
d. Electrical trade permits as required.
e. Electrical testing and commissioning as required.

Electrical Exclusions:

ii. VFD's for well #7 and #8 pumps.
iii. Primary and secondary electrical service.
iv. Backup power for the RO system.
v. Site lighting.

vi. EV chargers.
vii. Security, telephone-data, CCTV, access control equipment or wiring.
viii. Third party testing.
ix. Arc flash study.
x. Lightning protection.
xi. Fire alarm system.
xii. Communication system.
xiii. Interior lighting and controls.
xiv. Emergency lighting.
xv. New generator or modifications to the existing generator.

DIVISION 17 – PROCESS CONTROLS

17.01 Instrumentation and Controls (I&C):

a. Instrumentation and controls to support operation of the new equipment.
b. Start-up and testing.
c. Operator training.
d. Integration of new equipment into the existing SCADA system.
e. It is assumed that the existing network and SCADA system has enough open capacity to support the new equipment being installed.

I&C Exclusions:

i. Fiber optic cabling.
ii. Wells #7 and #8 VFD controls and integration into the existing SCADA control system.
iii. Factory witness testing.
iv. Modifications to the existing network infrastructure.
v. Annual maintenance cost for software licenses.
vi. Cost of any additional licenses.
vii. Cost of any new workstations or furniture.
viii. Scales or load cells.
ix. New/additional IO cards.

SECTION 3

Bid Package Summary

SECTION 3

BID PACKAGE SUMMARY

SUMMARY OF BIDS

The following is a summary of the bids received and recommended award for GMP #1. Further detail can be found in the scope and bid leveling sheets in this section:

Recommended Bidder	Bidder #1	Bidder #2	Notes
11.01 Process Mechanical			
PCEO, Inc.			
11.17 RO System, Bag Filters, Automatic Strainers			
BW Water Americas	Nijhuis-Aqua Chem		
11.18 Air Stripping Tower System			
ECS Environmental Solutions	MTS-BioAir		
16.01 Electrical			
Cogburn Electric			
17.01 I&C			
Southern Flow	CC Control Corp		

AGREEMENT BETWEEN THE
CITY OF BUNNELL
AND PC CONSTRUCTION dba PCEO, INC. FOR
PROFESSIONAL DESIGN–BUILD SERVICES – BRACKISH WATER REVERSE OSMOSIS PROJECT
(CITY CONTRACT NO. 2024-08)

THIS AGREEMENT is entered into by and between the CITY OF BUNNELL (the "City"), whose address is 604 E Moody Blvd. Unit 6, Bunnell, FL 32110, and PC Construction dba PCEO, Inc. ("Design-Builder"), whose address is 193 Tilley Drive, South Burlington, VT 05403. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the City intends to design and construct a project known as the Design-Build Brackish Water Reverse Osmosis ("Project"),

WHEREAS, If the City does not accept the GMP proposal, then Design-Builder's Designer shall complete the Project design and permitting work. The City will use the completed design documents to solicit bids from the other Design-Builders selected through the RFQ process, starting with the next highest scoring Design-Builder.

WHEREAS, the City determined that its goals for the Project would be best-served by using a process whereby the City and Design-Builder will implement the Project through two phases. Under Phase I, Design-Builder will perform programmatic, design and pre-construction services to help the City determine the scope, price and schedule of the Project. Under Phase 2, Design-Builder will complete the design and construct the Brackish Water Reverse Osmosis System; and

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

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

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

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their Design-Builders and subDesign-Builders; and

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

The parties hereby agree to the following terms and conditions.

1. **THE WORK**

(a) The Work will be performed under two phases, and shall consist of the following:

1. Phase 1 Work. Design-Builder is responsible to perform the Phase 1 Work (90% Design and GMP Proposal) as set forth in Attachment A - Statement of Work and Attachment B - DESIGN-BUILDER'S PHASE 1 WORK.

2. Phase 1 Work includes Design-Builder providing the City with a Proposal that will establish the terms for Phase 2 Work (Final Design and Construction Phase), including but not limited to the GMP and Guaranteed Maximum Delivery Date ("GMD" and also referred to herein as the "Certificate of Occupancy & Move-In Date)". Design-Builder acknowledges that the City is under no obligation to accept the GMP Proposal or authorize Phase 2, and that the City shall have, among other things, the right to terminate this Agreement in accordance with Paragraph I7(b)-Termination for Convenience.

3. As part of the Phase 1 Work, Design-Builder will also prepare and submit to the City a GMP Proposal, which will define, among other things, the Final Design and Construction Phase and which, if accepted by the City, will be incorporated into this Agreement by amendment.

4. No Construction at the Site is included as part of the Phase 1 Work.

(b) Phase 2 Work- Final Design and Construction. If the City accepts the GMP Proposal, then Design-Builder is responsible to perform the Phase 2 Work (Final Design, Permitting and Construction Phase), as set forth in Attachment A - Statement of Work.

2. **TERM**

(a) The term of this Agreement shall include the Phase 1 Effective Date to the Phase 1 Completion Date [subparagraph (d) below] and the Phase 2 Effective Date to the Phase 2 Completion Date [subparagraph (e) below], as applicable. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Phase 1 or Phase 2 Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the applicable Completion Date survive termination or expiration hereof.

(b) **Effective Date**. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

(c) **Commencement of Work**

1. Design-Builder shall commence the Phase 1 Work upon the issuance of a fully executed copy of this Agreement by the City. This date shall be known as the '"Phase 1 Commencement Date."

2. If accepted by the City, Design-Builder shall commence the Phase 2 Work upon the issuance of a written NTP by the City. This date shall be known as the "Phase 2 Commencement Date." The City's acceptance of the GMP Proposal and GMD Date will be incorporated into the Agreement through an Amendment. The City will issue the written NTP within seven days of the Effective Date of the Amendment, unless the Parties mutually agree otherwise in writing.

3. Design-Builder shall prosecute all Work regularly, diligently, and uninterruptedly so as to complete all Work ready for use in accordance with the Statement of Work and the time for completion stated therein.

(d) **Phase 1 Completion Date**: Completion Date of Phase 1 of this Agreement is 250 days from Notice to Proceed, unless extended by mutual written agreement of the parties. Phase 1 of the Work shall be completed for use no later than said date.

(e) **Phase 2 Completion Date (if the GMP Proposal is accepted by the City):** Completion Date of Phase 2 of this Agreement will be established at time of GMP, unless extended by mutual written agreement of the parties. Design-Builder shall not commence work on Phase 2 of the Agreement until approved by the City and a written Notice to Proceed has been issued for same. Phase 2 of the Work shall be completed for use no later than said date.

3. **LIQUIDATED DAMAGES**

(a) If Design-Builder neglects, fails, or refuses to satisfactorily complete the Work by the GMD, Design-Builder shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Design-Builder is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The number of liquidated damages shall be $450.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Design-Builder for completion of the Work if this Agreement is terminated by the City for non-performance.

(b) Design-Builder shall not be charged with liquidated damages or any excess cost when the City determines that Design-Builder's reasons for the time extension are acceptable in accordance with FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

(c) The City and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall not exceed the value of this Agreement.

4. **DELIVERABLES**

(a) The Work is specified in the Attachment A - Statement of Work and Attachment B - Phase 1 Work Requirements (referred to as “Statement of Work" hereinafter unless noted otherwise). Design-Builder shall deliver all products and deliverables as stated therein and shall correct errors or omissions without additional compensation. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the City's standard software products, which include the Microsoft Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if approved by the City's representative. AutoCad shall be a software deliverable. If the Statement of Work does not include assistance in litigation undertaken or defended by the City, Design-Builder agrees to testify and assist the City in any such litigation that is dependent upon or related to the Work, except suits or claims between the parties, at the hourly rate provided in the Statement of Work. This obligation shall survive termination or expiration of this Agreement.

(b) Design-Builder is responsible for the professional quality, technical accuracy, and timely completion of the Work. Design services will be performed in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida. Both workmanship and materials shall be of good quality. Design- Builder shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Design-Builder shall provide and pay for all materials, labor, and other facilities and equipment

necessary for performance of the Work. The City's representative shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

(c) If not otherwise addressed in the Statement of Work, upon written request, Design-Builder shall submit written progress reports to the City's representative at the frequency requested in a form approved by the representative at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. **OWNERSHIP OF DELIVERABLES**

(a) All deliverables, including Work not accepted by the City, are City property when Design-Builder has received compensation therefor, in whole or in part. For any Work subject to patent, copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Design-Builder shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

(b) The City shall have the unrestricted right to use and disseminate all the above-referenced completed documents without payment of further compensation to Design-Builder, provided that any future use for other than the purpose intended by this Agreement shall be at the City's sole risk and without liability to Design-Builder. Design-Builder shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the City, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books and plans that result from the Work shall become the sole property of the City. Design-Builder shall submit all such work products to the City, if requested. Design-Builder may retain copies of all work products created pursuant to this Agreement. Notwithstanding the foregoing, use of partially completed documents without written verification or concurrence by Design-Builder will be at the City's sole risk and without liability or legal exposure to Design-Builder.

6. **FUNDING OF AGREEMENT**

(a) For satisfactory performance of the Phase 1 Work, the City agrees to pay Design-Builder an amount not to exceed the sum of $621,386.00.

7. **PAYMENT OF INVOICES**

(a) Design-Builder shall submit itemized monthly invoices by one of the following two methods: (1) by email to matwood@bunnellcity.us (preferred) or (2) by mail to the 604 E. Moody Blvd. Unit 6, Bunnell, FL 32110. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Design-Builder shall provide additional supporting information as required to document invoices.

(b) All invoices shall include at a minimum the following information: (1) City contract number; (2) Design-Builder's name and address (include remit address, if necessary); (3) Design-Builder's invoice number and date of invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 40 calendar

days of receipt of the invoice, or otherwise in accordance with Section 215.422, Florida Statutes (State of Florida's Prompt Payment Statute). Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

(c) **Payments withheld**. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Design-Builder to make payments when due to subDesign-Builders or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Design-Builder; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(d) **Payments**

1. Payments for Phase 1 Work. The City will make progress payments for the Phase I Work after the City's receipt of each properly submitted and approved invoice.

2. Payments for Phase 2 Work Engineering/Architectural Services. For Phase 2 professional services performed after issuance of the Phase 2 NTP, the City will make progress payments for the Work after the City's receipt of each properly submitted and approved invoice. The City will pay Design-Builder 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of Phase 2 Work.

3. Payments for Phase 2 Work: Construction Services. For Phase 2 construction services performed after issuance of the Phase 2 NTP, the City will make progress payments after the City's receipt of each properly submitted and approved invoice. Payments for items defined as General Conditions (GC) costs within the Guaranteed Maximum Price (GMP) shall be paid as a lump sum (fixed) amounts; payments for non-GC Cost of the Work (COW) shall be paid as a lump sum; payments for overhead and profit (8.5% of the total of GC and COW) shall be in an amount proportionate to the completed work. The City will pay Design-Builder 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work. Design-Builder may present the City with a payment request for part or all the retainage as provided by §218.735(7)(e), Fla. Stat.

8. **PAYMENT AND RELEASE**. Upon satisfactory completion of Phase 1 and 2 Work, the City will provide Design-Builder written statements accepting all deliverables. Design-Builder's acceptance of final payment for each phase shall constitute a release in full of all Design-Builder claims against the City arising from the performance of this Agreement for that phase, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

9. **INSURANCE**

(a) Design-Builder shall acquire and maintain all insurance required by Attachment C - Insurance Requirements and shall not commence Work until it has provided Certificates of Insurance to the City as per Attachment C. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Design-Builder waives its right of recovery against the City to the extent permitted by its insurance policies. Design- Builder's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Design-Builder's obligation to provide insurance.

(b) Design-Builder shall list the City as additional insureds on insurance policies as required in Attachment C, Insurance Requirements

10. **CONTRACTUAL LIMITATION OF LIABILITY PURSUANT TO §558.0035 FLA. STAT.** PURSUANT TO §558.0035, FLA. STAT., AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

11. **PROJECT MANAGEMENT PERSONNEL**

(a) The representatives listed below shall be responsible for overall coordination and management of the Work. Either party may change its representative upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the representatives at the addresses below and shall be sent by one of the following methods: (1) U.S. certified mail, return receipt requested; or (2) national overnight courier; with a courtesy copy provided by email. Notices via certified mail and national overnight carrier are deemed delivered upon receipt.

CITY
Dustin Vost, Infrastructure Director
City of Bunnell
604 E Moody Blvd., Unit 6
Bunnell, FL 32110
Email: dvost@bunnellcity.us

DESIGN-BUILDER
PC Construction Company d/b/a PCEO, Inc.
18 Market Avenue
Palm Coast, FL 32164

Send Payment Applications to:
Mary Anne Atwood, Project Manager
City of Bunnell
604 E Moody Blvd., Unit 6
Bunnell, FL 32110
Email: matwood@bunnellcity.us

(b) Design-Builder shall maintain an adequate and competent professional staff. Design-Builder's employees. subDesign-Builders. or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Design-Builder shall furnish proof thereof.

12. **SCHEDULING AND WORK PLANNING; PROGRESS REPORTING**

(a) **Pre-work Conference**. Within ten days after execution of this Agreement, Design-Builder shall schedule a pre-work conference with the City's representative to discuss scheduling and other matters. Design-Builder shall provide a work plan for the City's approval not less than five days prior to the pre-work conference. The City shall have ten days to review the work plan.

(b) **Progress Reports.** Design-Builder shall provide monthly progress-report updates/status reports to the City. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's representative and Design-Builder, and may include emails, memos, and letters.

(c) **Critical Path Management.** The City may require Design-Builder to provide a separate Critical Path Management (CPM) network for Phase I and Phase 2 Work, which shall be provided within I5 days of request or when the work plan is submitted, whichever occurs last.

(d) **Progress Meetings**. The City may conduct progress meetings with Design-Builder on a frequency to be determined by the City. In such event, Design-Builder shall make available its representative and other appropriate personnel to discuss matters pertinent to the Work.

13. **FORCE MAJEURE; DELAYS**

(a) **Force Majeure**. Design-Builder shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Design-Builder: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, City, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (I) freight embargoes, (m) sabotage (n) delayed or denied governmental approvals, or (o) any other reason beyond Design-Builder's reasonable control. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

(b) **Delay.** Design-Builder shall not be compensated for delays caused by Design-Builder's inefficiency, rework made necessary by Design-Builder's error, failure to perform the Work as scheduled due to reasons within Design-Builder's reasonable control, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten business days after the onset of a delay, Design- Builder shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the tenday period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary.

14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

(a) **Modification of Specifications**. No verbal agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.

(b) **Change Orders**

1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Design-Builder, except for the reasonable cost of any additional Work. All such Work within Design-Builder's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Design-Builder shall implement the Change Order and shall maintain and present in such form as the City

representative may direct the correct amount of the net cost of labor and materials, together with vouchers.

2. For any Change Order requests submitted by Design-Builder, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Design-Builder, do not warrant an increase in the Total Phase 1 or Phase 2 Compensation or extension of the Completion Date. If Design-Builder disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

(c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Design-Builder an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Design-Builder shall provide the City with a written estimate of any increased costs or delays as a result thereof. Failure to do so notify the City constitutes a waiver of any right to an extension of time or increase in compensation. Within 15 days after receipt of Design-Builder's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Design-Builder decline to perform the emergency change in the Work.

15. **TERMINATION AND SUSPENSION**

(a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Design-Builder's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subDesign-Builders, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Design- Builder with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Design-Builder an opportunity to cure said deficiency within a reasonable time, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Design-Builder shall not receive any further payment until the Work is completed by the City. Design-Builder shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Design-Builder.

(b) **City Termination for Convenience**. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Design-Builder. In such event, Design-Builder shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Design-Builder shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Design-Builder shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Design- Builder may not claim any compensation not

specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subDesign-Builders and vendors.

(c) **City Suspension for Cause**. The City may issue a written partial or full Stop Work Notice in the event Design-Builder fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Design-Builder fails or refuses to comply with a Stop Work Notice.

(d) **City Suspension for Convenience**. Upon reasonable notice, the City may direct Design-Builder to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Design-Builder not less than five days' written notice, except in emergency circumstances. Design-Builder shall immediately comply with such notice. Should such stoppage increase Design-Builder's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) Design-Builder's Right to Stop Work or Terminate Agreement

1. **Stop Work.** Upon reasonable notice Design-Builder may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Design-Builder or third persons; or (3) the City fails to pay Design-Builder when due any undisputed and adequately documented sum certified for payment by the City representative. In such event, Design-Builder shall provide the City not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

2. **Termination**. Upon reasonable notice, Design-Builder may terminate this Agreement under only the following circumstances: (I) the Work is ordered discontinued by a court or other public authority, through no act or fault of Design-Builder, for a period of not less than three months; (2) the City fails to pay Design-Builder when due any undisputed and adequately documented sum certified for payment by the City representative. In such event, Design-Builder shall provide not less than 20 days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

3. **Duty to Perform**. Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Design-Builder shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

ADDITIONAL PROVISIONS
(In Alphabetical Order)

16. In consideration of the payments hereinafter specified, Design-Builder agrees to furnish and deliver all materials and perform all labor required for, Brackish Water Reverse Osmosis Design-Build Project (the "Work"). In accordance with RFQ 2024-02, Design-Builder shall complete the Work in conformity with this Agreement, which consists of and incorporates all the following documents: (1) advertisement or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) qualifications submittals; (5) Design-Builders proposal; (6) Agreement, including the Statement of Work,

and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 5).

17. **DEFINITIONS**

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT (DESIGN-BUILD CONTRACT): The written contract between the City and Design-Builder covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "Contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the City - New Year's Day, Martin Luther King, Jr. Birthday, Good Friday, Memorial Day, Employee Appreciation Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (and Friday), and Christmas Eve and Day.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Phase 1 or Phase 2 Compensation or provide for an extension of time.

DESIGN-BUILDER'S REPRESENTATIVE: The individual designated by Design-Builder to be responsible for overall coordination, oversight, and management of the Work for Design-Builder.

DESIGN-BUILDER'S ON-SITE SUPERINTENDENT: Design-Builder's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from Design- Builder's representative or the City.

DESIGN-BUILDER'S AFFIDAVIT AND FINAL RELEASE OF LIENS: The instrument that is to be signed by Design-Builder and submitted to the City upon completion of the Work showing that all bills from subDesign-Builders have been paid.

INSPECTOR: The City's representative defined in this agreement or another authorized representative of the City who is assigned to inspect the Work.

JOINT VENTURE: An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

KEY PERSONNEL: The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in delivery of the Project and related services by Design-Builder, including the following positions: Project Manager, Engineering Design Manager, Project Architect, Permitting Manager, Construction Manager, and On-site Superintendent.

LEAD/PROJECT ARCHITECT: The member of the Project Team having primary responsibility for all architectural services for the Project.

LEAD/PROJECT CONSTRUCTOR: The member of the Project Team having primary responsibility for building/installation services for the Project.

LEAD/PROJECT DESIGNER: The member of the Project Team having primary responsibility for design services for the Project.

PAYMENT BOND: The payment security furnished by Design-Builder and surety in the form provided by the City as guarantee that Design-Builder will pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERFORMANCE BOND: The performance security furnished by Design-Builder and surety in the form provided by the City as guarantee that Design-Builder will complete the demobilization and site restoration work required in the statement of work and in accordance with the terms of the Agreement.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a bid, proposal, submittal, or Performance and Payment Bond, the word "principal" means the same as the word "Design-Builder."

PROJECT TEAM: Respondent's key personnel (and their firm affiliations), are Lead Project Manager, Lead/Project Architect, Lead/Project Engineer, Lead/Project Engineering Design Manager, Permitting Manager, Construction Manager, and Project On-Site Superintendent. Provide the names and phone numbers of all such members. The Project On-Site Superintendent must be an employee of Lead Constructor.

REQUEST FOR QUALIFICATIONS: An advertised solicitation for sealed Submittals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of the response, and all contractual terms and conditions.

RESPONDENT: Any corporation, partnership, joint-venture, sole proprietor, or not-for-profit who submits a response to a solicitation.

RESPONSE: The documents and files submitted by Respondent to the Request for Qualifications solicitation. The words '"Submittal" and '"Response" are synonymous in these documents.

STATEMENT OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBDESIGN-BUILDERS: Those persons having a direct contract with Design-Builder relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material. The words "SubDesign-Builders" and '"Subconsultants" are synonymous in these documents.

SURETY: The person bound by the Agreement bond with and for Design-Builder, and who is primarily liable and engages to be responsible for Design-Builder's satisfactory performance of the Work and for its payment of all debts pertaining thereto.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

18. **ACCESS; WORK AREA**

(a) **Access**. The City will provide sufficient access to accomplish Work performed on City property. Design-Builder shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the City. Design- Builder is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Design-Builder shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.

(b) **Work Area**. All Work shall be confined to the designated work area(s). Design-Builder shall obtain written approval from the City before making any adjustments.

19. **ASSIGNMENT AND SUBCONTRACTS**

(a) Design-Builder shall not sublet, assign, or transfer any Work involving more than ten percent of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent.

20. **AUDIT; ACCESS TO RECORDS.** Design-Builder must preserve its books and other records involving transactions related to this Agreement and provide the City, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Design-Builder must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Design-Builder shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

21. **BONDS**

(a) **Payment Bond**. A payment bond equal to the Total for Phase 2 Compensation amount is required when the fixed price contract amount is greater than $200,000. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts of $200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.

(b) **Performance Bond**. A performance bond equal to the Total for Phase 2 Compensation amount is required when the fixed price contract amount is greater than $200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts of $200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.

(c) **Recording**. Bonds shall be recorded in the public records of the City where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Design- Builder. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

(d) **Qualification-Management and Strength**. The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site. The total amount bonded shall not exceed Surety's underwriting limitation as defined in U.S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Reinsurance Companies. Surety must be licensed to write bonds in the state of Florida.

(e) Attorneys-in-fact who sign performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

22. **CIVIL RIGHTS**. Pursuant to chapter 760, Fla. Stat., Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

23. **CLEANUP; EQUIPMENT REMOVAL**. Upon expiration or termination of this Agreement, Design-Builder shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Design-Builder shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Design-Builder. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Design-Builder.

24. **CONFLICTING EMPLOYMENT**. By entering into this Agreement, Design-Builder represents and warrants that, as of the effective date of the Agreement, Design-Builder has no conflicting employment. 44 Conflicting employment" means instances in which Design-Builder's representative or professional Design-Builder employee assigned to the project team involved in performance of this Agreement, or the professional employee of any subDesign-Builder of Design-Builder involved in performance of this Agreement, provides services to any person or entity whose interests are adverse to those of the City, including, but not limited to, representing or providing consulting services to parties involved in permit applications that are pending before the City. In the event such conflicting employment exists or develops during the performance of this Agreement, Design-Builder shall eliminate the conflict by terminating or modifying its business relationship with the non-City person or entity from which the conflict arises or making changes in personnel to eliminate the conflict; provided, however, that changes in key personnel involved in performance of this Agreement must be approved by the City. Design-Builder further represents that, until the Work has been completed in accordance with the terms hereof, Design-Builder shall have no undisclosed conflict of interest between the services to be provided under this Agreement and services being provided by Design-Builder to any other clients. Should Design-Builder or the City become aware of any such conflict, that party will promptly notify the other party thereof, which shall include timely notice from Design-Builder's representative to the City's representative of all permit applications submitted to the City where the applicant is being represented or assisted by a Design- Builder professional employee involved in the performance of this Agreement. Design-Builder and the City shall negotiate in good faith to resolve any conflict. Notwithstanding the foregoing, Design-Builder may accept retainers from or be employed by third parties whose interest may conflict or appear to conflict or be inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines, in its sole discretion and judgment, that such actual or apparent conflict shall not interfere with the performance of the Work by Design-Builder or otherwise be significantly adverse to the interests of the City. No Design-Builder Employee who, through this Agreement or its renewals, receives training or experience in the regulatory operations of the City by acting in the capacity of a permit reviewer may, during the term of this Agreement, including renewals, perform any work or provide any assistance, either directly or indirectly, to any applicant or anticipated applicant for a City permit.

25. **CONTINGENCY FEES**. Pursuant to §287.055(6)(a), Fla. Stat., Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design-Builder or Design-Builder’s Subconsultants, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Design-Builder or Design-Builder’s Subconsultants, any fee, commission,

percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the City may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

26. **COORDINATION WITH THE CITY AND OTHER CITY DESIGN-BUILDERS**

(a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City Design-Builder is contiguous to Design-Builder's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Design-Builder shall arrange its Work so as not to interfere with the City or other City Design-Builders and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Design-Builder shall perform its Work in the proper sequence in relation to that of other City Design-Builders, as may be directed by the City. Design-Builder shall afford other City Design-Builders' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its work with theirs. Design-Builder shall take into account all contingent work to be done by others and shall not plead it's want of knowledge of such contingent work as a basis for delay or non-performance. Design-Builder shall be liable for any damage it causes to the work performed by other City Design-Builders.

(b) If any part of the Work depends for proper execution or results upon the work of other City Design-Builders, Design-Builder shall inspect and promptly report any defects in the other Design-Builders' work that render it unsuitable for Design-Builder's Work. Failure to so inspect and report shall constitute an acceptance of the other Design-Builders' work as fit and proper for the reception of its Work, except as to defects which may develop in the other Design-Builders' work after execution of the Work.

27. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

(a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

(b) It is the City's intention to fully assist Design-Builder in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Design-Builder should discuss any questions or issues with the City's representative and communicate such questions or issues in writing when required by this Agreement or as otherwise determined by Design-Builder to be in its best interest. Within a reasonable time, the City shall respond through its representative.

28. **DISPUTE RESOLUTION**

(a) During the course of work. Design-Builder has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement by the parties. Unless otherwise specified, any formal request by Design-Builder for additional compensation, schedule adjustment, or other dispute resolution shall be submitted by Design-Builder to the City's representative no later than ten days after the occurrence of the event causing the dispute. The City's representative shall forward the formal request to the City's Manager for consideration. Design-Builder may request non-binding mediation in the formal request. The City shall, at its sole discretion, determine whether the formal

request will be addressed through mediation. If the City chooses to submit to nonbinding mediation, the parties shall share equally in all associated costs. FAILURE TO PROVIDE SUCH FORMAL REQUEST SHALL CONSTITUTE A WAIVER OF ANY CLAIM ARISING OUT OF EVENTS OCCURRING MORE THAN TEN DAYS PRIOR TO THE DATE THE FORMAL REQUEST IS PROVIDED TO THE CITY, UNLESS EXTENDED BY THE CITY.

No later than 20 days after the receipt of such request, the City's representative will inform Design-Builder of its decision to submit to non-binding mediation or it will issue a written decision upon the request; provided, however, that the City may extend this period for an additional 20 days in complex matters requiring detailed investigation. If the City chooses to consider the matter in-house, a determination will be provided to Design-Builder's authorized representative. At all times, Design-Builder shall proceed with the Work in accordance with said determination, instruction, or clarification. The determination of the City shall be deemed final and accepted by Design-Builder unless Design-Builder, within ten days after receipt thereof, files with the City's Executive Director, copying the City's representative, a written statement that clearly describes the basis for Design-Builder's disagreement with said determination. FAILURE TO SUBMIT A WRITTEN STATEMENT AS PROVIDED FOR HEREIN SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO FURTHER DISPUTE THE CITY'S DETERMINATION, INSTRUCTION, OR CLARIFICATION.

No later than ten days after receipt of such written statement, the City shall issue its decision as to whether the prior determination of the City will be modified. The City's decision shall constitute final action of the City and shall thereafter be subject to judicial review.

(b) **Invoices**. In the event the City rejects an invoice as improper, and Design-Builder declines to modify the invoice, Design-Builder must notify the City in writing within ten days of receipt of notice of rejection that Design-Builder will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the City representative, the representative shall forward the disputed invoice and Design-Builder's written response to the City's Assistant Executive Director. The matter shall then proceed as described in subsection (a), above.

29. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS.** For any Work that is dependent upon conditions at the worksite, Design-Builder's acceptance of contract award represents and warrants that Design-Builder has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (I) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Design-Builder's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Notwithstanding the foregoing, the City shall furnish Design-Builder available studies, reports and other data pertinent to Design-Builder's services and Design-Builder shall be entitled to use and reasonably rely upon all such information provided by the City or others in performing Design-Builder's services under this Agreement.

29(A) HAZARDOUS MATERIALS AND SUBSTANCES:

(1) Design-Builder is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If Design-Builder encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance,

including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Design-Builder, Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City of the condition.

(2) Upon receipt of Desing-Builder's notice, the City shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. Design-Builder will promptly reply to the City in writing stating whether or not it has reasonable objection to the persons or entities proposed by the City. IF Design-Builder has an objection to a person or entity proposed by the City, the City shall propose another to whom Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

(3) To the fullest extent permitted by law, the City shall indemnify and hold harmless Design-Builder and its SubDesign-Builders, consultants, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described above and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

(4) The City shall not be responsible under this Section 29(A) for hazardous material or substances Design-Builder brings to the site unless such materials or substances are required by the Contract Documents. The City shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of Design-Builder's fault or negligence in the use and handling of such materials or substances.

(5) Design-Builder shall reimburse the City for the cost and expense the City incurs (i) for remediation of hazardous materials or substances Design-Builder brings to the site and negligently handles, or (ii) where Design-Builder fails to perform its obligations under 29(A)(1), except to the extent that the cost and expense are due to the City's fault or negligence.

(6) If, without negligence on the part of Design-Builder, Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the City shall reimburse Design-Builder for all cost and expense thereby incurred.

29(B) DIFFERING SITE CONDITIONS. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 30 days after first observance of the conditions. The Parties will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Design-Builder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect

determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the City and Design-Builder in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 30 days after the Architect has given notice of the decision. If the City and Design-Builder cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings.

30. **GOVERNING LAW, VENUE, ATTORNEY's FEES, WAIVER OF RIGHT TO JURY TRIAL**. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any l egal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in the Seventh Judicial Circuit of the State of Florida; (2) each party shall bear its own attorney’s fees. including appeals: (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

31. **INTEREST IN THE BUSINESS OF DESIGN-BUILDER; NON-LOBBYING**. Design-Build er certifies that no officer, agent, or employee of the City has any material interest, as defined in chapter 11 2, Fla. Stat, either directly or indirectly, in the business of Desi g n-Builder to be conducted under this Agreement, and that no such person shall have any such interest a t any time during the term of this Agreement. Pursuant to §21 6.347, Fla. Stat., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

32. **INDEPENDENT DESIGN-BUILDER**. Design-Builder is an independent Design-Builder. Neither Design-Builder nor Design-Builder's employees are employees or agents of the City. Design-Builder controls and directs the means and methods by which the Work is accomplished. Design-Builder is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Design-Builder's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subDesign-Builders necessary to perform the Work: (3) providing any and all employment benefits. including, but not limited to, annual leave. sick leave. paid holidays. health insurance, retirement benefits, and disability insurance: (4) payment of all federal , state and local taxes, income or employment taxes, and, if Design-Builder is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C.§ 10 l, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 1 8001 . et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Design-Builder's duties hereunder or alters status as an independent Design-Builder. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

33. **INSPECTION AND TESTING OF WORK·REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**

    (a) **Standards for Quality and Workmanship**. All materials, equipment, and supplies furnished by Design-Builder for permanent incorporation into the Work shall be new and of the quality standards specified. Un less otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-

accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

(b) **Materials and Equipment Schedules**. The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Design-Builder shall submit to the City's representative a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.

(c) **Inspection**. The Work and all materials or equipment used therefore are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Design-Builder shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's representative and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Design-Builder shall provide proper facilities for such access and inspection. Construction Design-Builders shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.

(d) **Re-examination of Work**. The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Design-Builder. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications Design-Builder will pay such cost.

(e) **Testing**. If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Design-Builder shall give the City's representative timely notice of its readiness for inspection. If inspection is by an authority other than the City's representative, Design-Builder's representative shall supply the City's representative with 72-hours prior notice of such inspection. Inspections by the City's representative will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's representative, it shall, if required by the City, be uncovered for examination at Design-Builder's expense.

(f) **Tools, Plant, and Equipment**. If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Design-Builder to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Design-Builder shall conform to such order. If Design-Builder maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Design-Builder to incur excessive costs or delays, Design- Builder may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Design-Builder of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

34. **LAND AND WATER RESOURCES**. Design-Builder shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Design-Builder shall investigate and comply with all applicable federal, state, City, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any

waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Design-Builder shall notify the City thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Design-Builder.

35. **LIENS**. Neither final payment nor payment of any part of the retainage shall become due until Design-Builder delivers to the City releases of all labor and material cost liens arising from Design-Builder's performance of the Work, including Design-Builder and any subDesign-Builder(s), and an affidavit by Design-Builder stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subDesign-Builder refuses to furnish Design-Builder a release or a receipt in full, Design-Builder may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Design-Builder. In the event Design-Builder has been fully paid or the amount of such lien exceeds the amount due to Design-Builder, Design-Builder shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims of defenses that Design-Builder may have against the lienor.

36. **NUISANCE**. Design-Builder shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, (3) excessive soil buildup on roadway at property access point, and (3) the uncontrolled flow of surface waters.

37. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Design-Builder shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Design-Builder shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and City and municipal ordinances. Design-Builder represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the City or municipality in which the Work is to be performed. For out-of-state Design-Builders, Design-Builder warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State.

38. **REMEDIES FOR NON-PERFORMANCE.** Any breach not timely cured by the Design-Builder or that Design-Builder fails to timely commence to cure and thereafter continues to diligently pursue cure at all times in a reasonable time specified by the City shall be deemed a substantial breach of this Agreement and cause for termination. Delay or failure by the City to enforce any right or remedy hereunder shall not impair or be deemed a waiver of. any such right or remedy or impair the City’s rights or remedies for any subsequent breach of this Agreement.

    (a) City Remedies. The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City shall allow Design-Builder to correct the deficiency or may take such act ion as is necessary to correct such deficiency through City action or that of a third party.

    (b) Design-Builder Correction of Deficiencies. The City shall provide Design-Builder with written notice of deficiency. The City shall afford an opportunity to correct said deficiency, in which event the notice shall specify a reasonable amount of time allowed to cure. If Design-Builder disputes that a failure of performance has occurred, Design-Builder shall, nevertheless, perform the corrective

action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Design-Builder shall bear the cost of correcting all work of other Design-Builders that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies as provided herein.

(c) Alternative Remedies to Correct Deficiency. If the City determines that it is not in its best interest for Design-Bui l der to correct incomplete or damaged Work caused by Design-Builder's failure of performance, the City may pursue any or all the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Phase 1 or Phase 2 Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Phase I or Phase 2 Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Phase 1 or Phase 2 Compensation.

(d) City Technical Assistance. The City may elect to provide technical assistance to Design- Builder in order to complete satisfactory performance of the Work. If the City is performing a function that Design-Builder is required to perform, the City may deduct the cost of providing such technical assistance from the Total Phase 1 or Phase 2 Compensation. Prior to providing any such technical assistance, the City shall notify Design-Builder that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Phase I or Phase 2 Compensation. Design-Builder shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

39. **ROYALTIES AND PATENTS**. Design-Builder certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Design- Builder shall: (I) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Design-Builder obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

40. **SAFETY**. For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Design-Builder has the sole and exclusive duty for the safety of the premises. Design-Builder shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Design-Builder shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Design-Builder nor its subDesign-Builders shall allow or cause to be allowed any hunting, animals, alcohol, or drugs, on or from the Premises or adjacent property. Design-Builder employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Design-Builder shall ensure that only authorized personnel are allowed on the worksite.

41. **TRENCH SAFETY**. In the performance of this contract, Design-Builder may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Design-Builder shall separately estimate the cost of compliance

with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.

42. **TRUTH IN NEGOTIATIONS**. This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of $195,000 (see §287.055(5)(a), Fla. Stat.). Design-Builder certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.

43. **USE OF COMPLETED PORTIONS OF THE WORK**. The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Design-Builder shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

44. **WARRANTY**

    (a) Design-Builder warrants that the Work, workmanship and material furnished by Design-Builder shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of Phase 2 Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty periods shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

    (b) In the event of breach of this warranty, Design-Builder shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Design-Builder's responsibility. Upon written notification of a breach, Design-Builder shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Design-Builder shall be afforded necessary and reasonable access to perform warranty work. If Design-Builder fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Design-Builder shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

45. **Cooperation with Lender**. The Design-Builder will cooperate with the City and its lender if required during the due diligence period of applying for a loan and during the course of work on all phases of the Project.

46. **Component Delay**. The parties acknowledge that late delivery of electrical components is extending project completion dates nationwide. Such delays may be impossible to predict in advance or to fully avoid. In developing the Guaranteed Maximum Price proposal, Owner, Engineer and Construction Manager shall confer regarding components that are known to have been subject to such delays on other projects, and possible strategies intended to avoid or mitigate such delays (including but not limited to specification of items that can be obtained from outside the United States, early issuance of electrical subcontracts, advance payment for and scheduled delivery of components, permitting the use

of temporary components to achieve Substantial Completion with re-testing of systems once permanent components are received, and other possible measures). However, notwithstanding any other provision of the Contract Documents, unless the Guaranteed Maximum Price Amendment provides otherwise, and provided that late delivery is not due to the failure of Construction Manager to exercise reasonable care and prudence, the Contract Time shall be extended and the Guaranteed Maximum Price shall be adjusted to account for any delay in delivery of electrical components that impacts the critical path of the Work and/or Construction Manager's cost of performing the Work.

Design-Builder

47. **Indemnification.**

i. DESIGN-BUILDER must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising caused by DESIGN-BUILDER's performance under this Agreement or by any person on DESIGN-BUILDER's behalf, provided those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arise out of any accident, casualty, or other occurrence causing injury to any person (including death) or property other than the Work, to the extent caused by DESIGN-BUILDER'S negligence or intentional misconduct. This includes persons employed or utilized by DESIGN-BUILDER (including DESIGN-BUILDER's agents, employees, and sub contractor). DESIGN-BUILDER must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from DESIGN-BUILDER under this Agreement infringes a United States patent, trademark, or copyright. DESIGN-BUILDER acknowledges that DESIGN-BUILDER has received consideration for this indemnification, and any other indemnification of the CITY by DESIGN-BUILDER provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by DESIGN-BUILDER, by DESIGN-BUILDER's execution of this Agreement. DESIGN-BUILDER's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise.

ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to DESIGN-BUILDER, which notice must be accompanied by a copy of statement of the claim. Following the notice, DESIGN-BUILDER has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If DESIGN-BUILDER does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to DESIGN-BUILDER, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

48. **Limitation of Liability**. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Project Designer, and Subcontractors, surety (if any) and their respective officers, directors, employees and agents, and any of them, to the City and anyone claiming by, through or under the City, for any and all claims, losses, liabilities, costs or damages, including liquidated damages, whatsoever arising out of, resulting from or

in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall not exceed one hundred percent (100%) of the Design-Builder's fee for Phase 1 and Phase 2 work. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

49. **Sovereign Immunity**. Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

50. **Consequential Damages**.

    (a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 48(b) BELOW), NEITHER DESIGN-BUILDER NOR THE CITY SHALL BE LIABLE TO THE OTHER FOR ANY ECONOMIC, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

    (b) The consequential damages limitation set forth in Section 48(a) above is not intended to affect the payment of liquidated damages set forth in Section 3 of the Agreement, which both parties recognize has been established, in part, to reimburse the City for some damages that might otherwise be deemed to be consequential.

51. **Public Records Compliance.** Design-Builder agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

    (a) Keep and maintain public records required by the public agency to perform the service.

    (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design-Builder does not transfer the records to the public agency.

    (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design-Builder or keep and maintain public records required by the public agency to perform the service. If the Design-Builder transfers all public records to the public agency upon completion of the contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the contract, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF BUNNELL
CITY CLERK
604 E MOODY BOULEVARD, SUITE 6
BUNNELL FL 32110
386-437-7500 EXT. 5

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

51. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

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

53. **E-Verify Compliance.** Design-Builder affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Design-Builder is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Design-Builder requires from each of its subDesign-Builders an affidavit stating that the subDesign-Builder does not employ, contract with, or subcontract with an unauthorized alien, and that Design-Builder is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

54. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section

215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Design-Builder hereby certifies that Design-Builder is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Design-Builder further hereby certifies that Design-Builder is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Design-Builder understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Design-Builder to civil penalties, attorney's fees, and/or costs. Design-Builder further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Design-Builder (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

56. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

Attachments:
Attachment A - Statement of Work
Attachment B - Phase I Work Requirements
Attachment C - Insurance Requirements
Attachment D - City's Supplemental Instructions (sample)
Attachment E - Request for Information (sample)
Attachment F - Submittal (sample)
Attachment G - Design-Builder's Affidavit and Final Release (sample)
Attachment H - Consent of Surety to Final Payment (sample)
Attachment I - Phase 1 Services Proposal
Exhibit 1 - Professional Design-Build Services – Brackish Water Reverse Osmosis RFQ No: 2024-02

IN WITNESS WHEREOF, the CITY OF BUNNELL has caused this Agreement to be executed on the day and year written below in its name by its duly authorized designee, and Design-Builder has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and. if appropriate. has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts; electronic copies and emailed copies of signatures of this Agreement shall be treated as original, all of which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements. or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Witness

BRANDON LOUELETTE
Print Name

Witness

Ben Stevens
Print Name

DESIGN-BUILDER

PC Construction Company d/b/a PCEO, Inc.
18 Market Avenue
Palm Coast, FL 32164

Print Name: Jason A. Surowiec
Print Title: Preconstruction Project Director
Date: 7/2/24

CITY OF BUNNELL

Catherine D. Robinson, Mayor
Date: July 22, 2024

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form:

Vose Law Firm, City Attorney

ATTACHMENT A – STATEMENT OF WORK

1. **SCOPE**

Exhibit 1 – Professional Design-Build Services – Brackish Water Reverse Osmosis Project RFQ No: 2024-02.

2. **TASKS AND DELIVERABLES**

Phase 1: Prepare design and necessary permits to the levels established in Attachment B – Phase 1 Work Requirements; and develop a Guaranteed Maximum Price (GMP) Proposal.

Phase 2: If the City accepts the GMP proposal, then Design-Builder shall complete the Project design, permitting, construction and post-construction tasks, including testing, commissioning,

[Remainder of page left intentionally blank]

ATTACHMENT B - PHASE 1 WORK REQUIREMENTS

The Design-Builder is responsible to complete the following work in accordance with the Agreement:

A. Project Planning & Kickoff

1. Prepare a draft Project Work Plan summarizing the Phase I Work project goals; project approach; project organization defining resources/staffing plan, responsibilities, contacts, and communication plan; quality assurance/quality control (QA/QC) plan; schedule and work breakdown structure; financial tracking procedures; and scope change management process. Submit one electronic copy of the Project Work Plan to the City within 14 calendar days following receipt of the fully executed Agreement.

2. Schedule and facilitate a Project Kickoff Meeting and Pre-Work Conference with the City to review, among other topics, the contents of the proposed Project Work Plan and to discuss Project goals, objectives, and critical success factors. Prepare agenda and submit to the City no later than five days before meeting.

3. Update the draft Project Work Plan based on comments received from the City and submit the final Project Work Plan to the City within ten days after receipt of the City's comments.

4. Consult with the City to define and clarify the City's requirements for the Project including the City's budgetary limitations, and reference documents.

5. Obtain from the City any and all documents relating to investigations and analyses from previous work efforts performed by others for the City or otherwise, such as surveys, as-builts, topographic surveys, geotechnical, investigations, design plans and construction specifications.

6. Perform necessary field surveys, topographic and utility mapping, and geotechnical investigations for the purpose of preparing the Preliminary Design Report ("PDR").

7. Conduct meetings as required with facility user group representatives to validate the building program requirements.

8. Conduct a one-day charrette meeting with City representatives and appointed stakeholders to share all gathered information and stakeholder input, memorialize the program requirements, and begin to develop a conceptual design.

B. Conceptual Design

1. Prepare a PDR including:

   a. Introduction and purpose.
   b. Design criteria including:
      - Process mechanical design criteria.
      - Structural design criteria.
      - Electrical design criteria.
      - Instrumentation and control design criteria.
      - Hydraulics and hydraulic design criteria (including a hydraulic profile).
   c. A written description of the materials and equipment to be incorporated into the project.
   d. List of required permits including options for RO concentrate disposal.

e. Preliminary drawings, including:
- Hydraulic profile.
- Process flow diagram.
- Mechanical plan view drawings for new RO equipment.
- Structural plan view drawings.
- Electrical single-line diagrams.
- Process and instrumentation diagrams.

f. A list of the proposed design specifications.

2. Schedule and facilitate a review meeting with the City to present and summarize the PDR Concept Design.

3. The City will provide a formal review of the PDR Concept Design with comments within 10 working days.

4. Revise the Concept Design Report in response to the City's comments, as appropriate, within 5 working days of the City's review.

B. Design Development

1. After City's acceptance of the PDR Concept Design, Initial Cost Model and Schedule, Design-Builder shall commence work on the 30%, 60% and 90% Design Documents consisting of the following activities:

2. Based on the PDR Concept Design, prepare the following Technical Exhibits:

   a. Drawings
   b. Specifications
   c. Supplemental information required for execution of the Project

3. The Technical Exhibits will show or describe the character, scope, and intent of, or relate to, the Work to be performed or furnished by or for Design-Builder and shall be consistent with the PDR Concept Design as such supplemental information may be modified throughout the development of the design. Design-Builder shall provide in writing to the City descriptions of any deviations in the Technical Exhibits from the PDR Concept Design.

4. The Technical Exhibits will first be taken to a point of 30% of the final design. The 30% Schematic Design will, as appropriate, contain supplemental site investigations; identification of construction phases if applicable; project layout and features; preliminary design of project features; design calculations; preparation of documents to support permitting; and preparation of preliminary plans and specification outline. This 30% Design shall include descriptions of any deviations from the PDR Concept Design.

5. Concurrent with the submission of each technical exhibit's submittal (i.e., 30%, 60%, and 90%), Design-Builder shall submit an updated cost model.

6. Furnish to the City one electronic copy of each Technical Exhibits submittal. On or about the time of the scheduled submissions, Design-Builder and the City shall meet and confer about the evolution of the design, and any changes made.

7. The City will provide formal review of each technical exhibit's submittal with comments. Design-Builder shall allow ten (10) business days for each review. Design-Builder shall revise the Technical Exhibits (and any other deliverables) in response to the City's comments by incorporating said

responses into the subsequent technical exhibit submittal (i.e., 60%, 90%).

8. Any subsequent modifications or development of the final design beyond the 90% point will be determined by the City. If the City directs Design-Builder to modify/advance the final design beyond the 90% level, Design-Builder shall be compensated for such modification/ advancement as an additional service.

D. Quality Assurance/Control

1. Design-Builder shall prepare and follow its Quality Assurance/Quality Control Plan (QA/QC) for the Project. All work performed by Design-Builder's design team members, including subconsultants, shall be in accordance with the QA/QC Plan.

2. All architectural/engineering submittals, including memoranda, reports, and studies, shall undergo quality management reviews in accordance with Design-Builder's documented QA/QC Plan. The purpose of the QC review is to verify that the resulting work meets acceptable practice and that the documents have been properly coordinated to the satisfaction of the City. The QC reviewer shall inform the Project team (in writing) of any exception or proposed improvement that may be noted. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.

3. Design-Builder shall confirm that each deliverable meets its QA/QC requirements.

G. Permitting Assistance

Design-Builder shall:

1. Consult with the City relative to applicable project permits.

2. Design-Builder will hold many of the permits and shall develop permit applications and supporting documentation in accordance with the applicable regulations. Design-Builder shall provide a list of necessary Design-Builder-held permits that are Design-Builder-led, in which Design-Builder will obtain the permit from the respective permitting agency. Permitting assistance shall cover activities occurring within both technical and proposal phases, including a schedule for permit development, submittal, and anticipated approval. Design-Builder shall also identify the City-held permits and designate if the permits are the City-led or Design-Builder-led. Permits that are influential to critical path elements for the delivery of the design or construction should be identified.

3. Have primary responsibility for the preparation, coordination, agency approval, compliance with permit requirements, renewals, transfers and/or closeout of Design-Builder-held, Design-Builder-led permits.

If required during the Phase 1 Work, Design-Builder shall pay all agency permitting fees for Design-Builder-held permits, including application, review, inspections, renewals, bonding and insurance, transfers, and closeout.

H. GMP Proposal

1. Following review & acceptance of the 90% design submittal, Design-Builder shall commence with the development of the Guaranteed Maximum Price (GMP) Proposal for submission to the City in

accordance with the Agreement and establishing the terms for Phase 2 Work (Final Design and Construction Phase).

2. In order to develop a GMP Proposal that accurately reflects current construction costs, the Design-Builder shall conduct a procurement process for obtaining competitive pricing for all cost components of the project construction:

    a. Provide one digital copy of procurement documents including procurement language, technical specifications, and drawings used to solicit price proposals for the City's review and comment, if any.

    b. Solicit competitive bids from subDesign-Builders and suppliers for all major components of the project construction.

    c. Distribute solicitations for work to be procured to respective vendors, respond to their questions, and prepare addendums as necessary. One digital copy of all solicitations, addendums and other relevant correspondence shall be provided to the City.

    d. Allow the City to participate in the analysis of proposals, allowing the City's preferences to be shared, and reaching agreement between the City and Design-Builder on the final supplier selections based on best value, after considering price and other factors.

    e. For selecting subDesign-Builders, a prequalification process shall be utilized by Design-Builder by first identifying and evaluating potential subDesign-Builders. Prequalification of subDesign-Builders is important for obtaining a cost competitive and competent subDesign-Builder for Design/Build construction.

    f. Design-Builder shall not employ any subDesign-Builder or supplier against whom the City may have reasonable objection. Design-Builder shall not be required to employ any subDesign-Builder, supplier, or other individual or entity to furnish or perform any work against whom Design- Builder has reasonable objection.

3. Design-Builder's Phase I Work will be considered complete on the date when final copies of the 90% design documents, associated technical exhibits, and Guaranteed Maximum Price Proposal have been delivered to the City for review and approval.

ATTACHMENT C – INSURANCE REQUIREMENTS

Design-Builder shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Design-Builder shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage.

Design-Builder's General Liability policy must include Endorsement CG 20 10 04 13, or equivalent, naming the CITY OF BUNNELL (the "City") as Additional Insured.

All required policies shall include:

- An endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the City for any policy of insurance, except for the professional liability insurance, provided under this requirement or under any state or federal worker's compensation or employer's liability act;

- Endorsement to give the City no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Appraiser is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) Workers' Compensation Insurance. Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Design-Builder claims an exemption from workers' compensation coverage, Design-Builder must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Design-Builder must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts.

(b) General Liability. Commercial General Liability Insurance on an “Occurrence Basis," with limits of liability for each occurrence of not less than $2,000,000 for personal injury, bodily injury, and property damage, with an aggregate of $4,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Appraiser. Extensions shall be added, or exclusions deleted, to provide the necessary coverage.

(c) Automobile Liability. Minimum limits of $2,000,000.

(d) "Builder's Risk" Property Insurance. Coverage amount shall be sufficient to insure the completed value of new project construction.

(e) Umbrella Policy. Minimum limits of$2,000,000 per occurrence.

(f) Professional Liability. (Per claim) $1,000,000 single limit and $2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.

(g) Pollution/Environmental Impairment Liability Coverage

(i) Design-Builder is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.

(ii) Design-Builder is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than $1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT D – CITY'S SUPPLEMENTAL INSTRUCTIONS (sample)

CITY'S SUPLEMENTAL INSTRUCTIONS #_____

DATE:

TO: _____
_____
_____

FROM: Dustin Vost, City Infrastructure Director

Contract Number: _____

Contract Title: Brackish Water Reverse Osmosis Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the City's Project Manager.

1. DESIGN-BUILDER'S SUPPLEMENTAL INSTRUCTIONS;
2. DESCRIPTION OF WORK TO BE CHANGED;
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS;

Design-Builder's approval: (Choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall note result in a change in the Total Phase I or Phase 2 Compensation or the Completion Date.)

Approved: _____ Date: _____

(Design Builder agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Dustin Vost, City Infrastructure Director

PC Construction
18 Market Avenue
Suite 135
Palm Coast, Florida 32164

Project: 18119 Bunnell WTP Brackish Water RO Project
100 Utility Drive
Bunnell, Florida 32110

ATTACHMENT E – REQUEST FOR INFORMATION (sample)

RFI #1: SAMPLE

Status	Open		
To	Jason Surowiec (PC Construction Company)	**From**	Jason Surowiec (PC Construction Company) 193 Tilley Drive South Burlington, Vermont 05403
Date Initiated	Jun 24, 2024	**Due Date**	Jun 27, 2024
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To			
Priority			

Activity

Question

Question from Jason Surowiec PC Construction Company *on Monday, Jun 24, 2024 at 02:39 PM EDT*
SAMPLE

Awaiting an Official Response

PC Construction
18 Market Avenue
Suite 135
Palm Coast, Florida 32164

Project: 18119 Bunnell WTP Brackish Water RO Project
100 Utility Drive
Bunnell, Florida 32110

ATTACHMENT F – SUBMITTAL (sample)

Submittal #1.0 - SAMPLE

Revision	0	**Submittal Manager**	Jason Surowiec (PC Construction Company)
Status	Open	**Date Created**	Jun 24, 2024
Issue Date	Jun 24, 2024	**Spec Section**	
Responsible Contractor		**Received From**	
Received Date		**Submit By**	
Final Due Date		**Lead Time**	
		Cost Code	
Location		**Type**	
Approvers			
Ball in Court	Jason Surowiec (PC Construction Company)		
Distribution			
Description	SAMPLE		
Priority		**Submittals Included in Another Submittal**	

MATERIAL TRACKING

Material Delivery	No	**Field Measurement Required**	No
Material Release for Fabrication (Date)			

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					

ATTACHMENT G - DESIGN-BUILDER'S AFFIDAVIT AND FINAL RELEASE (sample)

STATE OF FLORIDA
COUNTY OF _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

BEFORE ME, the undersigned authority, personally appeared _____ first duly sworn and says that:

1. He / She is _____ of _____ authorized to do business in
(title) (company)
the State of Florida, (“Design-Builder”)

2. Design-Builder, pursuant to the Contract dated _____ _, (hereinafter referred to as "Contract") with the St. Johns River Water Management District, (the "District"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the Contract.

3. Design-Builder represents that all work to be performed under the Contract has been fully completed; that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full; and that there are no suits pending against the undersigned Design-Builder or anyone in connection with the work done and materials furnished or otherwise under said Contract.

4. Design-Builder, for and in consideration of final contract price in the amount of $ _____ , does hereby waive, release, remise and relinquish Design-Builder's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by the District on which improvements have been completed in connection with the Contract. Further, Design-Builder does hereby and for its heirs, executors, administrators, successors and assigns release, acquit and forever discharge and hold harmless the District, and its employees, agents, servants, successors, heirs, executors, and administrators, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way relating to the Contract.

5. The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

6. Design-Builder herein makes this Affidavit and Final Release for the express purpose of inducing the District to make final disbursement and payment to Design-Builder in the amount of $ ___

7. This Affidavit and Final Release is made by Design-Builder with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under said applicable laws, Design-Builder expressly agrees to indemnify and save the District harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through Design-Builder in connection with the work performed under the Contract.

8. To the best of Design-Builder's knowledge and belief, the following is a list of all employed under this Contract who have filed a Notice to Owner with the District:

NAME	ADDRESS	AMOUNT DUE (if known)
1		
2		
3		
4		

(Attach a separate sheet if necessary)

Design-Builder herein does hereby represent that he/she has the authority to execute a full and final release for and in behalf of Design-Builder as set forth above.

(Corporate Seal) By: _____

Title: _____

SWORN TO and subscribed before me this _____ day of,

_____, 20 _____.

Personally Known ____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: _____

ATTACHMENT H - CONSENT OF SURETY TO FINAL PAYMENT (sample)

We, the _____ ("Surety"), having heretofore executed the Performance and Payment Bonds for _____ ("Design-Builder") covering the Project known BUNNELL BRACKISH WATER REVERSE OSMOSIS DESIGN – BUILD, Bunnell, Florida, in the sum of $ _____ hereby agree that the District may make full payment of the outstanding contract balance, including the retained percentage, to said Design-Builder. Surety concurs that full payment to Design-Builder is appropriate and the Surety expressly releases the City from all liability to Surety resulting from full payment to Design-Builder.

It is fully understood that the acknowledging of the right of the City to make payment of the final estimate to said Design-Builder and/or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Project.

This Surety company further hereby agrees to the following:

1. The City is under no obligation, as to Surety, to conserve any additional funds on the project;

2. The City has not made any improper payments on the Project to Design-Builder;

3. Surety hereby releases the City of any potential claim that Owner's final payment, including retainage, to Design-Builder is premature or in any way improper;

4. Surety has satisfied for itself that Design-Builder has performed all conditions precedent entitling it to final payment on the Project, including but not limited to the securing of all necessary releases, affidavits, and sworn statements of accounts that Surety may require from Design-Builder on the Project;

5. Surety has satisfied for itself that Design-Builder has performed all Work that would thus entitle it to final payment on the Project; and

6. Surety's representations in this Consent Agreement are in no way based upon the representations of the City, including but not limited to, any representations of payments Design-Builder allegedly made to subcontractors, suppliers, laborers, or any other lower-tiered persons or entities on the Project.

In no way do the representations and agreements made in this Consent Agreement affect Design-Builder's obligations to the District or Surety on the Project. Design-Builder is not an intended third-party beneficiary to this Consent Agreement.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf of its _____ and on its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____, 20____.

_____ _____
Surety Company Attorney-in-Fact

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____day of _____ , 20_____, by _____ , who is personally known to me or who has produced _____ as identification.

_____
Signature

Print Name:
Notary Public in and for the County and State Aforementioned
My commission expires: _____-

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER

COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

Crossroads of Flagler County

September 22, 2025

PC Construction
18 Market Ave, Suite 140
Palm Coast, FL 32164

RE: Construction of Bunnell BWRO
Design Build Project
City Contract No. 2024-08

Dear PC Construction:

This correspondence will serve as the City's Notice to Proceed for the commencement of work date beginning on Tuesday September 23, 2025, for the above-referenced project.

We look forward to working with you and your firm on this project. If you have any questions, please feel free to contact Dustin Vost, Infrastructure Director (dvost@bunnellcity.us or 386-283-6072).

Best Regards,

Catherine D. Robinson, Mayor

cc: John Yesalonia, PC Construction
Dustin Vost, Infrastructure Director
Mary Anne Atwood, Project Manager

City of Bunnell, Florida

Agenda Item No. C.5.

Document Date:	09/08/2025	Amount:	$3,000,000
Department:	Infrastructure	Account #:	404-0535-535.6200
Subject:	Request to Approve Grant Agreement #QG017 (COB #2025-16) with the State of Florida Department of Environmental Protection (FDEP).		
Agenda Section:	Consent Agenda:		

ATTACHMENTS:
Description
ADA QG017 Original Agreement 2025-16.pdf

Summary/Highlights:

The City of Bunnell requested additional funding to construct improvements to the Wastewater Treatment Facility through the FDEP Water Quality Improvements grant program . This is a state funded grant in the amount of $3,000,000 with no matching funds required.

The project includes the addition of two BNR treatment trains, biological and chemical nutrient removal systems, secondary clarifiers, Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pump station, filtration system, disinfection and dechlorination structure, and a pumping system.

Background:

The project will add flow equalization and upgrade the treatment system to advanced standards. This will improve water quality by reducing the need for emergency discharges and lowering nutrient levels when they do occur. The improvements will provide cleaner water, more treatment capacity, and stronger infrastructure.

Staff Recommendation:

Approve and sign Grant Agreement #QG017 (COB #2025-16) with FDEP in the amount of $3,000,000 for construction of the Wastewater Treatment Facility Improvements project.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Request to Approve Grant Agreement #QG017 (COB #2025-16) with the State of Florida

Department of Environmental Protection (FDEP).

City Manager Review/Recommendation:

Approved.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Wastewater Treatment Facility Advanced Wastewater Treatment Project**

Agreement Number: **QG017**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bunnell** Entity Type: **Local Government**

Grantee Address: **P.O. Box 756, City of Bunnell, FL 32110** FEID: **59-6000285** (Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **November 30, 2028**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **Lat/Long: (29.4644, -81.2642)**

Project Description: **The Grantee will construct improvements to the wastewater treatment plant. The project includes the addition of two BNR treatment trains, biological and chemical nutrient removal systems, secondary clarifiers, and a pumping system.**

5. Total Amount of Funding: **$ 3,000,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**WQIG, GAA LI 1741, FY 24-25, WPSPTF**	$ **3,000,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **3,000,000.00**

6. Department's Grant Manager

Name: **Crystal Crowell** or successor

Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**

Phone: **850-245-2930**

Email: **Crystal.Crowell@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Dustin Vost** or successor

Address: **City of Bunnell, P.O. Box 756, City of Bunnell, FL 32110**

Phone: **386-263-6072**

Email: **dvost@bunnellcity.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ■N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bunnell **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Catherine D. Robinson, Mayor, City of Bunnell

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Crystal Crowell, DEP Grant Manager

Kayla Brunson, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG017

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wastewater Treatment Facility Advanced Wastewater Treatment Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according

to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Wastewater Treatment Facility Advanced Wastewater Treatment Project

PROJECT LOCATION: The Project will be located in the City of Bunnell within Flagler County; Lat/Long (29.4644, -81.2642). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Bunnell (Grantee) has an existing 0.30 Million Gallons per Day (MGD) Annual Average Daily Flow (AADF) surface water discharge to Haw Creek and Black Branch, Class III fresh waters (Water Body Identification Number # 2610). The surface water discharge is used as a backup discharge to the reuse system, with mass loading limits placed on Total Nitrogen (TN) and Total Phosphorus (TP). The City has struggled with TN and TP exceedances over the years, as exhibited by the Consent Order issued. It is anticipated that the addition of flow equalization and an upgraded biological nutrient removal (BNR) system capable of advanced wastewater treatment (AWT) effluent standards will significantly improve the environment/surface water quality by reducing the need for using their permitted back up surface discharges by providing additional storage capacity and also reducing the effluent nutrient concentration during rare emergency discharges. The project benefits include nutrient reductions, improved effluent quality, increased treatment capacity, and infrastructure improvements.

PROJECT DESCRIPTION: The Grantee will construct improvements to the wastewater treatment plant. The project includes the addition of two BNR treatment trains, biological and chemical nutrient removal systems, secondary clarifiers, Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pump station, filtration system, disinfection and dechlorination structure, and a pumping system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $3,000,000 from the City of Bunnell. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct improvements to the wastewater treatment plant in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

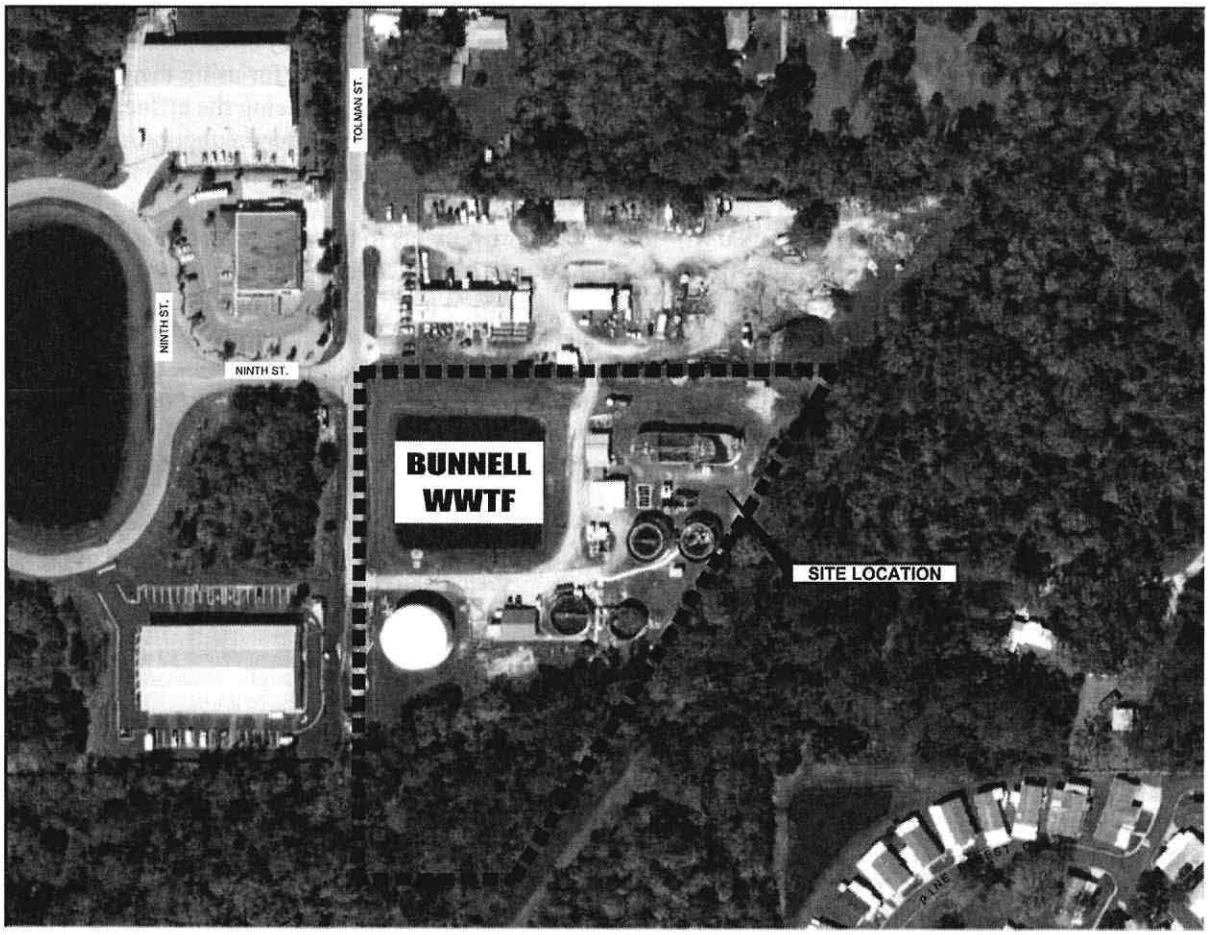
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$3,000,000	07/01/2024	05/31/2028
		Total:	$3,000,000		

Figure 1. Location Map:



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1741	$3,000,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

City of Bunnell, Florida

Agenda Item No. C.6.

Document Date:	09/03/2025	Amount:	$61,056
Department:	Infrastructure	Account #:	404-0535-535.6300
Subject:	Request Approval of Engineered Spray Solutions (ESS) 2025 Manhole Rehab Project Proposal and Purchase Order		
Agenda Section:	Consent Agenda:		

ATTACHMENTS:
Description
ADA City of Bunnell 9MH Proposal.pdf
ADA City of Bunnell 9MH Work Up.pdf

Summary/Highlights:

The City is currently piggybacking ESS's agreement with the City of Saint Augustine for manhole rehab and would like approval of the submitted proposal for a purchase order for the 2025 Manhole Rehab Project.

Background:

After the Commission adoption of the Asset Management Plan (AMP) provided by Florida Rural Water Association in FY2021, the Infrastructure Department has implemented an annual manhole rehabilitation program. Staff would like to continue this maintenance as suggested in both the Asset Management and the Utility Master Plans.

The City along with ESS began this annual rehabilitation program in 2021. Staff would like to continue using their services for the 2025 Manhole Rehab Project. By approving ESS's proposal and a purchase order in the amount of $61,056, it will serve as the City's notice for them to proceed with the project.

Scope of project: prepare and line nine manholes with a protective lining system and inspect to ensure 100% pinhole-free coating.

This project falls under the Master Plan's annual Gravity Sewer Rehab & Renewal which was

included in the FY2025 approved budget.

Staff Recommendation:

Approve the ESS proposal and purchase order for the Manhole Rehab Project in the amount of $61,056.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Approve the ESS proposal and purchase order for the Manhole Rehab Project in the amount of $61,056.

City Manager Review/Recommendation:

Approval

1306 Banana Road, Lakeland, Florida 33810
Office • 863-577-4821

ENGINEERED SPRAY SOLUTIONS
AN ALLCLEAR COMPANY

August 20, 2025

To: Dustin Voss
City of Bunnell
604 E Moody Blvd
Bunnell, FL 32110

Project: City of Bunnell Nine (9) Manholes to be lined with SprayWall Polyurethane Protective Lining System

- Mobilization of competent crew of four (4) and capable equipment to the City of Bunnell, FL project sites.
- Manholes measured a total of 47.5 vertical feet to be lined.
- 5,000 psi high pressure water cleaning of the surface within host structure station.
- Make suitable preparation to surface areas to prepare surface for the Euclid V100 has been estimated for proper surface preparation.
- Stop leaks with MasterRoq 355-1K chemical grout.
- Liner Removal is accounted for Manhole A-7-22
- Spray-apply up to 250 mils of SprayWall Polyurethane Protective Lining system to chimney, walls, and bench area of manholes. A termination groove will be cut at the flow line to ensure proper adhesion.
- Repair Manholes as Needed.
- Visually inspect and electronic holiday inspection on SprayWall Polyurethane Protective Lining to ensure a 100% pinhole free monolithic coating.
- No bypassing has been accounted for in this proposal. Flow to be controlled by city for the manhole on 200 Toleman Rd.
- Provide Maintenance of Traffic as needed.
- Three to five (3-5) days of work estimated to complete this project.

Included: ESS professional crew and equipment, MOT

Exclusions: Dewatering, bonding, Bypassing of any Wastewater

Notes: Up to fifty-four (54) gallons of 355 1k chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond fifty-two gallons, will be invoiced at $125.00/gallon, at a minimum of 6 gallons, with approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

City of Bunnell Nine Manholes Project

MH A 6.66-	$3,272.00
MH A-7-	$7,355.00
MH A-7-22-	$10,893.00
MH C-2-13D-	$6,303.00
MH D 8.9-	$3,272.00
MH E 3.28-	$6,823.00
MH E 3.34-	$9,199.00
MH E 8.8-	$2,896.00
WWTP MH-	$11,043.00
Total -	**$61,056.00**

Respectfully Submitted,

Shane Castro

Shane Castro
Business Development
(863) 308-0110
scastro@acus-us.com

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.

FINAL BID FORM 1 - COATING METHOD - POLYURETHANE

UNIT PRICE SCHEDULE FOR SANITARY AND STORM MANHOLE & STRUCTURES REHABILITATION BID RFP#PW2020-05

Bidders must provide prices for each line item for their bid to be considered responsive. City of Bunnell 11MH

Item No.	Description	Unit	Qty	Unit Price($)	Amount ($)
A - MANHOLE & STRUCTURES COATING - POLYURETHANE					
1	Manhole Protective Resin Based Lining 48" Diameter 1/8" Minimum Thickness	VF	0	$ 328.00	$ -
2	Manhole Structural Resin Based Lining 48" Diameter 1/4" Minimum Thickness	VF	48	$ 376.00	$ 17,860.00
3	Manhole Structural Resin Based Lining 48" Diameter 1/2" Minimum Thickness	VF	0	$ 521.00	$ -
4	Manhole Structural Resin Based Lining 48" Diameter 1" Minimum Thickness	VF	0	$ 811.00	$ -
5	Manhole Proctective Resin Based Lining 60" Diameter 1/8" Minimum Thickness	VF	0	$ 410.00	$ -
6	Manhole Structural Resin Based Lining 60" Diameter 1/4" Minimum Thickness	VF	0	$ 470.00	$ -
7	Manhole Structural Resin Based Lining 60" Diameter 1/2" Minimum Thickness	VF	0	$ 651.25	$ -
8	Manhole Structural Resin Based Lining 60" Diameter 1" Minimum Thickness	VF	0	$ 1,013.75	$ -
9	Structure / Manhole Protective Resin Based Lining 1/8" Minimum Thickness	SF	0	$ 26.50	$ -
10	Structure / Manhole Structural Resin Based Lining 1/4" Minimum Thickness	SF	78	$ 31.00	$ 2,418.00
11	Structure / Manhole Structural Resin Based Lining 1/2" Minimum Thickness	SF	0	$ 42.00	$ -
12	Structure / Manhole Structural Resin Based Lining 1" Minimum Thickness	SF	0	$ 65.00	$ -
SUBTOTAL A - MANHOLE & STRUCTURES LINING - POLYURETHANE					**$ 20,278.00**
B - MANHOLE & STRUCTURES REPAIR					
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock Epoxy or Polyurea Liners)	SF	0	$ 9.00	$ -
14	Removal of Existing Manhole or Wetwell T-Lock, Epoxy or Polyurea Liners	SF	113	$ 22.00	$ 2,486.00
15	Patching & Profiling - Cementitious Grout Only	SF	686	$ 12.00	$ 8,232.00
16	Infiltration Control - Chemical Grout	GAL	54	$ 125.00	$ 6,750.00
17	Surface Preparation - Sand Blasting	SF	0	$ 10.00	$ -
18	Bench and Invert Channel Repair	LF	24	$ 225.00	$ 5,400.00
19	Chimney Repairs	VF	0	$ 225.00	$ -
20	Chimney Replacement	VF	0	$ 675.00	$ -
21	Chimney sealing (Construction Joint at Ring and Cover)	EA	0	$ 285.00	$ -
22	Manhole Rim & Cover Replacement (STD 24" Diameter) - Paved Areas	EA	0	$ 1,150.00	$ -
23	Manhole Rim & Cover Replacement (STD 24" Diameter) - Grassed Areas	EA	0	$ 950.00	$ -
24	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Paved Areas	EA	0	$ 1,550.00	$ -
25	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Grassed Areas	EA	0	$ 1,250.00	$ -
26	Raise / Re-Level Existing Frame and Cover for Street Adjustment (up to 4")	EA	0	$ 600.00	$ -
27	Provide and Install Manhole Cover lid & Pick Hole seals	EA	0	$ 275.00	$ -
28	Install Rain Water Protector STD 24" Stainless	EA	0	$ 365.00	$ -
29	Install Rain Water Protector Large 31.5" Stainless	EA	0	$ 485.00	$ -
30	Install Rain Water Protector STD 24" HDPE	EA	0	$ 135.00	$ -
31	Install Rain Water Protector Large 31.5" HDPE	EA	0	$ 190.00	$ -
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					**$ 22,868.00**

C - CLEANING, TELEVISING AND ASSESSMENT					
32	Cleaning Manholes for Rehabilitation	EA	9	$ 150.00	$ 1,350.00
33	Cleaning Structures for Rehabilitatioin	EA	0	$ 1,000.00	$ -
34	Pre and Post Photographs(USB) Manholes for Rehabilitation	EA	9	$ 150.00	$ 1,350.00
35	Pre and Post Photographs(USB) Structures for Rehabilitation	EA	0	$ 300.00	$ -
36	Mobilization (Inspection only)	WK	0	$ 1,500.00	$ -
37	Manhole Inspection Level 1	EA	0	$ 125.00	$ -
38	Manhole Inspection Level 2	EA	0	$ 185.00	$ -
39	Structure (Wet Well) Inspection Level 1	EA	0	$ 1,300.00	$ -
40	Structure (Wet Well) Inspection Level 2 (Includes scan)	EA	0	$ 1,750.00	$ -
41	Cleaning Sewer Manholes (CCTV purposes only)	EA	0	$ 45.00	$ -
42	Cleaning Stormwater Structures (CCTV purposes only)	EA	0	$ 65.00	$ -
43	Cleaning Wetwells (CCTV / Inspection purposes only)	EA	0	$ 600.00	$ -
44	Light Storm Drain Cleaning From ROW (Right of way) 8"-10"	LF	0	$ 4.75	$ -
45	Light Storm Drain Cleaning From ROW (Right of way) 12"-15"	LF	0	$ 8.25	$ -
46	Light Storm Drain Cleaning From ROW (Right of way) 16"-24"	LF	0	$ 12.25	$ -
47	Light Storm Drain Cleaning From ROW (Right of way) 30"-36"	LF	0	$ 29.00	$ -
48	Light Storm Drain Cleaning From Side and Rear Easements 8"-10"	LF	0	$ 9.40	$ -
49	Light Storm Drain Cleaning From Side and Rear Easements 12"-15"	LF	0	$ 16.40	$ -
50	Light Storm Drain Cleaning From Side and Rear Easements 16"-24"	LF	0	$ 24.75	$ -
51	Light Storm Drain Cleaning From Side and Rear Easements 30"-36"	LF	0	$ 58.50	$ -
52	Increase for "Medium" cleaning of storm drain to above line items 44-51	LF	0	$ 1.75	$ -
53	Increase for "Heavy" cleaning of storm drain to above line items 44-51	LF	0	$ 3.50	$ -
54	Storm Drain CCTV 8" - 10"	LF	0	$ 3.75	$ -
55	Storm Drain CCTV 12" - 18"	LF	0	$ 3.75	$ -
56	Storm Drain CCTV 18 - 24"	LF	0	$ 3.75	$ -
57	Storm Drain CCTV 24" - 30""	LF	0	$ 3.75	$ -
58	Storm Drain CCTV 30" - 42"	LF	0	$ 3.75	$ -
59	Storm Drain CCTV 42" - 54"	LF	0	$ 3.75	$ -
60	Storm Drain CCTV 54" - 66"	LF	0	$ 3.75	$ -
61	Box Culvert Top Scan	LF	0	$ 10.50	$ -
62	Box Culvert Bottom Debris Mapping scan	LF	0	$ 5.50	$ -
63	CCTV Sanitary pipe inspection - includes light cleaning 8”-10” Diameter	LF	0	$ 3.00	$ -
64	CCTV Sanitary pipe inspection - includes light cleaning 12”-15” Diameter	LF	0	$ 3.25	$ -
65	CCTV Sanitary pipe inspection - includes light cleaning 16”-24” Diameter	LF	0	$ 6.50	$ -
66	Dye Testing of Sewer	EA	0.00	$ 850.00	$ -
67	Dye Flooding of Sewer	EA	0.00	$ 1,250.00	$ -
68	Wastewater Flow Monitoring Equipment Rental and Installation in existing Structures	EA	0.00	$ 2,750.00	$ -
69	Wastewater Flow Monitoring Monitoring and Maintenance	EA / Month	0.00	$ 650.00	$ -
70	Rainfall Monitoring Equipment Rental and Installation in existing Structures	EA	0.00	$ 850.00	$ -
71	Rainfall Monitoring Monitoring and Maintenance	EA / Month	0.00	$ 300.00	$ -
72	Line cleaning / Jetting for Sanitary	LF	0	$ 3.25	$ -
73	Increase for "Medium" cleaning of sanitary sewer line, ADD to above line item 72	LF	0	$ 1.25	$ -
74	Increase for "Heavy" cleaning of sanitary sewer line, ADD to above line item 72	LF	0	$ 2.50	$ -
75	GPS Mapping of Requested Manholes	EA	0	$ 150.00	$ -
SUBTOTAL C - CLEANING, TELEVISING AND ASSESSMENT					**$ 2,700.00**

D - ANCILLARY SERVICES					
76	Plug Rental 6" - 10"	DAY	0	$ 125.00	$ -
77	Plug Rental 10" - 16"	DAY	0	$ 150.00	$ -
78	Plug Rental 16" - 24"	DAY	0	$ 200.00	$ -
79	Plug Rental 24" - 36"	DAY	0	$ 250.00	$ -
80	Bypass Pumper Truck	HOUR	0	$ 325.00	$ -
81	Bypass Vac-Truck	HOUR	0	$ 325.00	$ -
82	Maintenance of Traffic (MOT) -Arterial (single lane closure)	EA	0	$ 1,250.00	$ -
83	Maintenance of Traffic (MOT) - FDOT (single lane closure)	EA	0	$ 1,500.00	$ -
84	Maintenance of Traffic (MOT) - Neighborhood (Simple MOT including Flagmen)	EA	9	$ 600.00	$ 5,400.00
85	Mobilization Standard (per Crew)	WK	1.80	$ 2,450.00	$ 4,410.00
86	Mobilization Emergency (per crew)	EA	0	$ 3,750.00	$ -
87	Meals/Hotel/Lodging (per crew)	DAY	9	$ 600.00	$ 5,400.00
SUBTOTAL D - ANCILLARY SERVICES					**$ 15,210.00**
E - COST of INVOICE PLUS OH/P ON MISCELLANEOUS SERVICES			**BUDGET**		
88	Bypass Pumping Services		**$ -**	**15% OH/P**	**$ -**
89	Maintenance of Traffic CUSTOM INDEX		**$ -**	**15% OH/P**	**$ -**
90	Bypassing Plug (HAVE TO ORDER)		**$ -**	**15% OH/P**	**$ -**
91	Miscellaneous / Unexpected Materials or Services		**$ -**	**15% OH/P**	**$ -**
92	Extra / Miscellaneous		**$ -**	**15% OH/P**	**$ -**
93	Extra / Miscellaneous		**$ -**	**15% OH/P**	**$ -**
SUBTOTAL E - COST PLUS ON MISCELLANEOUS SERVICES					**$ -**
SUMMARY OF BID FORM 1 - LINING METHOD - POLYURETHANE					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - POLYURETHANE (SUM ITEMS 1 -12)					**$ 20,278.00**
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 13 - 31)					**$ 22,868.00**
SUBTOTAL BID PRICE (C) CLEANING, TELEVISING AND ASSESSMENT (SUM ITEMS 32-75)					**$ 2,700.00**
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 76-87)					**$ 15,210.00**
SUBTOTAL BID PRICE (E) COST PLUS ON MISCELLANEOUS SERVICES (SUM ITEMS 88-93)					**$ -**
TOTAL BID PRICE 1-LINING METHOD - POLYURETHANE					**$61,056.00**
Bond amount calculated at 3% of total bid Price 1		**3%**			
Bond Amount	**Multiplier 3% (for use on projects over $100,000.00**			**Total project**	**$ 61,056.00**

City of Bunnell, Florida

Agenda Item No. C.7.

Document Date:	08/21/2025	Amount:	56,358.51
Department:	City Commission		
Subject:	Approval of Business Incentive Development Agreement for Project (Pizza Ninjas) - 3245 Holding LLC/Pizza Escape LLC		
Agenda Section:	Consent Agenda:		

ATTACHMENTS:
Description
Economic Development Grant Agreement.pdf
Business Incentive Application for Pizza Ninjas.pdf

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 3245 Holding LLC/Pizza Escape LLC previously approved as Pizza Ninjas has submitted an application requesting a Business Incentive Grand for a new business.

At the November 25, 2024, City Commission Metting, The City Commission voted to approve the Business Incentive Application for Project 3245 Holding LLC/Pizza Escape LLC previously approved as Pizza Ninjas. This is the actual agreement for the business incentive award

The estimated capital investment is $2,369,000.00. The applicant scored 16 points under the existing business category. This category is eligible 75% of four years incentives in the amount of $8,051.22.

Staff Recommendation:

Approval of Business Incentive Development Agreement for Project (Pizza Ninjas) - 3245 Holding LLC/Pizza Escape LLC

City Attorney Review:

Approved for agenda

City Manager Review/Recommendation:

Approved.

ECONOMIC DEVELOPMENT GRANT AGREEMENT
(Project Pizza Ninjas - 3245 Holding LLC/Pizza Escape LLC)

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 2400 Commerce Pkwy., Bunnell, FL 32110, and., Project Pizza Ninjas Inc. - 3245 Holding LLC/Pizza Escape LLC whose primary place of business is 3245 Steel Rail Dr 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 9,936 Sq Ft square feet on property located at Steel Rail Dr, within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will create 9 new jobs at an average wage of $31,000: 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 November 25, 2024; 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 December 1, 2024.

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 2025 until the 30th day of April 2031 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 9 full-time equivalent jobs 9 in the City of Bunnell in 2025. 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 $31,000 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, 2026.

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) 2026
(2) 2027
(3) 2028
(4) 2029
(5) 2030
(6) 2031
(7) 2032

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 $8,051.22 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 $245,030.00 Real Estate PID 3411305736000000060/$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 $56,358.51. 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:

3245 Holding LLC/Pizza Escape LLC
1224 Palm Coast Pkwy
Palm Coast, FL 32137

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.

Jeffrey Kriesen
Pizza Ninjas Inc. –
3245 Holding LLC/Pizza Escape LLC

Eric Miller
Signature of Witness # 1
Print Name: Eric Miller

By: _____
Print Name: Jeffrey Kriesen
Title: Owner
Date: 8/26/2025

_____
Signature of Witness #2
Print Name: Wilkley Senolus

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ on line notarization this 26 day of August 2025, by Jeffrey Kriesen, who is the Owner of Pizza Ninjas Inc, - 3245 Holding LLC/Pizza Escape LLC and personally known to me or who has produced driver license as identification and who ___ did not (✓ did) take an oath.

BETSY C. BRACKEN
Notary Public, State of Florida
Commission# HH 590418
My comm. expires Oct. 4, 2028

(NOTARY SEAL)

Betsy C Bracken
Signature of Notary
Betsy C Bracken
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

9 New Jobs - 2026

EXHIBIT C

Grant Calculations

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION

Project Pizza Ninja's

Calculations based on City

Category: New Business

POINTS AWARDED	
Target Industry: Inground Playground	2
Capital Investment: $ 2,369,000	4
Facility Size: 9,936 (9,936 new)	2
Job Creation: 9 New Jobs	2
Wages: Average wage $31,000	1
CRA	0
City Resident:	
Proximity to Utilities:	5
Total Points	16

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	$2,369,000.00
Multiplied by City Millage rate	0.00793
Annual Ad Valorem Tax (general city portion)	$18,786.17
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	$14,089.63
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	$56,358.51

Total Estimated Value of New Tangible Assets	
Multiplied by City Millage rate	0.00793
Annual new tangible business personal property tax (general city portion)	$0.00
50% Annual new tangible business personal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	0
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	$0.00

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	$56,358.51
Rebate will consist of **7 annual** installments of:	$8,051.22

APPLICATION
Business Incentive Program

1. BUSINESS INFORMATION

A. Legal name of the Applicant:

B. Name of Ultimate Parent Company (if applicable):
City State/Province Country

C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

Name	Title or Position[1]	Percent of Ownership
Jeffrey Kriesen	Owner	50%
Denis Gotlib	Owner	50%

D. Applicant's Federal Employer Identification Number:
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

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

F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis). 9-10

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

Yes ☐ No ☒

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Pizza Escape LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
57 Seattle trail

Requester's name and address (optional)

6 City, state, and ZIP code
Palm Coast, FL 32164

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
92 - 3859628

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 11/05/2024

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
3245 Holding LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1224 Palm Coast pkwy SW

6 City, state, and ZIP code
Palm Coast, FL 32137

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
92-3859872

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 11/05/2024

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Pizza Ninjas Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1224 Palm Coast pkwy SW

Requester's name and address (optional)

6 City, state, and ZIP code
Palm Coast, FL 32137

7 List account number(s) here (optional)

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
45 - 5634560

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 11/05/2024

General Instructions

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

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Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

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

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? 0

C. Please describe the Project, including the specific business activity(ies) of the Project:
Indoor playground with limited pizza restaurant w/2 party rooms

D. What is the anticipated commencement date of the Project?
November 2025

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

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage ($)
Indoor playground	713120	100 %	$280,000
		%	$
		%	$

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

Street Address 3245 Steel Rail dr

City Bunnell State FL Zip Code 32110

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

Yes ☐ No ☒

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

- [ ] Regional headquarters
- [ ] National headquarters
- [ ] International headquarters
- [x] Not applicable

If it is a regional headquarters, what region?

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: 25 %

3. JOB AND WAGE OVERVIEW

A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? 9-10

B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?[2] $ 280,000

C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? $ 600

D. Please indicate the benefits that are included in the above calculation (*e.g.*, health insurance, 401(k) contributions, paid vacation and sick leave, etc.)? paid vacation

4. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):

B. Identify whether the Project be located in a/an:

- ☐ Leased space with renovations or build out
- ☐ Newly constructed building(s) on newly acquired land
- ☒ Newly constructed building(s) on previously acquired land
- ☐ Newly acquired existing building(s) with renovations
- ☐ Addition to previously acquired existing building(s)
- ☐ Other (please describe in 4A above)

C. List the projected capital investment to be made **in** Bunnell in connection with this Project (by type and year):

Calendar Year :	2022	2024	2025			Total
Land or Building Purchase	$289,000	$	$	$	$	$289,000
Construction / Renovations	$	$80,000	$2,000,000	$	$	$2,080,000
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$	$	$	$
Total Capital Investment	$289,000	$80,000	$2,000,000	$	$	$2,369,000

D. What is the estimated square footage of the new or expanded facility? 9,936 sq ft

[2] All cash payments to the employees (other than reimbursements of business expenses) should be included.

6. DISCLOSURE

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

Yes ☐ No ☒ If yes, explain?

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

Yes ☐ No ☒ If yes, explain?

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

Yes ☐ No ☒ If yes, explain?

7. CONFIDENTIALITY

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

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

☐ Yes ☒ No

8. SIGNATURES

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

[signature]		11/05/2024
Signature		Date
Jeffrey Kriesen		
Name		
Owner		
Title		
Pizza Ninjas / 3245 Holdings LLC/ Pizza Escape LLC		
Company		

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2024 Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2024	3411305736000000060	9541	015	

PIZZA NINJAS INC
1224 PALM COAST PKWY
PALM COAST, FL 32137

3245 STEEL RAIL DR
BUNNELL 32110

STEEL RAIL INDUSTRIAL PARK REPLAT MB 37 PG 55 PART LOT 6 2.36 ACRES OR 1901/623 2077/890 (L/E 2395/1890) OR 2854/1164-CD

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	245,030	7.8695	0	245,030	1,928.26
ESL	386-313-4008	245,030	0.1250	0	245,030	30.63
2015 G O BONDS	386-313-4008	245,030	0.1148	0	245,030	28.13
2009/2016 ESL BONDS	386-313-4008	245,030	0.1250	0	245,030	30.63
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	245,030	3.1170	0	245,030	763.76
DISCRETIONARY	386-437-7526	245,030	0.7480	0	245,030	183.28
CAP. OUTLAY	386-437-7526	245,030	1.5000	0	245,030	367.55
CITY OF BUNNELL	386-437-7500	245,030	7.9300	0	245,030	1,943.09
EAST FLAGLER MOSQUITO CTRL	386-437-0002	245,030	0.3250	0	245,030	79.63
ST. JOHNS RIVER WATER MGMT	386-329-4500	245,030	0.1793	0	245,030	43.93
FL INLAND NAVIGATION DISTRICT	561-627-3386	245,030	0.0288	0	245,030	7.06

TOTAL MILLAGE 22.0624 TOTAL AD VALOREM TAXES $5,405.95

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT

TOTAL NON-AD VALOREM TAXES $0.00

TOTAL COMBINED TAXES AND ASSESSMENTS $5,405.95

If Paid By	Nov 30, 2024	Dec 31, 2024	Jan 31, 2025	Feb 28, 2025	Mar 31, 2025
Please Pay	$5,189.71	$5,243.77	$5,297.83	$5,351.89	$5,405.95

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2024 Real Estate

ACCOUNT NUMBER	ALT KEY
3411305736000000060	9541

PROPERTY ADDRESS
3245 STEEL RAIL DR
BUNNELL 32110

PIZZA NINJAS INC
1224 PALM COAST PKWY
PALM COAST, FL 32137

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Pay online at www.Flaglertax.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

- If Paid By Nov 30, 2024 ☐ $5,189.71
- If Paid By Dec 31, 2024 ☐ $5,243.77
- If Paid By Jan 31, 2025 ☐ $5,297.83
- If Paid By Feb 28, 2025 ☐ $5,351.89
- If Paid By Mar 31, 2025 ☐ $5,405.95

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

0000000000 0000540595 0000000000009541 0001 5

City of Bunnell, Florida

Agenda Item No. D.1.

Department: Finance
Subject: Resolution 2025-11 Adopting Fiscal year 2025-2026 Final Millage Rate
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:
Description
RESOLUTION_2025-11_Final_Millage_Rate.docx

Summary/Highlights:

As required by Florida Statutes, this is the final Public Hearing to consider the tentative milage rate for FY 2025/2026. The millage rate being proposed is 7.9300 mils which is the same rate as the current year's millage rate.

Background:

The Truth In Millage (TRIM) law requires that the following be announced at the public hearing: "The Tentative Millage Rate of 7.9300 mills is 39% greater than the computed rolled-back rate of 5.6994 mills. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction. The increase is being proposed in order to fund the required debt service for the new City Hall/PD Administration Building and maintain operating expenditures.

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

Staff Recommendation:

Adopt Resolution 2025-11 Adopting Fiscal year 2025-2026 Final Millage Rate

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Adopt Resolution 2025-11 Adopting Fiscal year 2025-2026 Final Millage Rate

City Manager Review/Recommendation:

Approved.

RESOLUTION 2025-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2025-2026 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2025-2026; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2025; and

WHEREAS, the City Manager has delivered the Recommended Annual Operating Budget for FY 2025-2026 in accordance with Article IV, Section 4.04 of the City Charter; and

WHEREAS, the City Commission of the City of Bunnell, Flagler County, Florida, on September 8, 2025 adopted a tentative millage rate of 7.9300 following a public hearing as required by Florida Statute 200.065;

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

Section 1:

That the City Commission hereby adopts and imposes a final millage rate of 7.9300 for ad valorem taxation within the City of Bunnell, Florida for the 2025-2026 fiscal year. This final ad valorem tax shall be levied upon the 2025 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2025 and ending September 30, 2026.

Section 2:

The ad valorem millage rate to be levied upon all taxable property located within the City of Bunnell is 39% greater than the computed rolled-back rate of 5.6994.

Section 3:

This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 22nd day of September 2025.

CITY OF BUNNELL, FLORIDA

_____

Catherine D. Robinson, Mayor

Approved as to Form:

_____

Vose Law Firm, City Attorney

ATTEST:

_____

Kristen Bates, CMC, City Clerk

Seal:

City of Bunnell, Florida

Agenda Item No. D.2.

Department: Finance
Subject: Resolution 2025-12 Adopting Fiscal Year 2025/2026 Budget
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:
Description
RESOLUTION_2025-12_Final_Budget.docx
RESOLUTION 2025-12 EXHIBIT A Final FY2026 budget.xlsx

Summary/Highlights:

As required by Florida Statute, this is the final Public Hearing to consider Resolution 2025-12 adopting the operating budget for FY2025/2026.

Background:

Staff prepared the tentative budget in June and July. There was a budget workshop held on August 21st to review and discuss the proposed budget. The first budget public hearing was held on September 8, 2025. All discussed changes have been made and the final budget is being submitted for public comment and final approval.

Staff Recommendation:

Approve Resolution 2025-12 Adopting Fiscal Year 2025/2026 Budget

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Approve Resolution 2025-12 Adopting Fiscal Year 2025/2026 Budget

City Manager Review/Recommendation:

Approved.

RESOLUTION 2025-12

A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA; ADOPTING A FINAL ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Bunnell, Florida, on September 8, 2025 adopted a tentative operating budget following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City Manager of the City of Bunnell, Florida, has submitted to the City Commission of the City of Bunnell, the Recommended Annual Operating Budget for FY 2025-2026 in the amount of $55,076,259 (Fifty-Five Million Seventy-Six Thousand Two Hundred Fifty-Nine Dollars and 00/100), of which $50,625,977 (Fifty Million Six Hundred Twenty-Five Thousand Nine Hundred Seventy-Seven Dollars and 00/100) is budgeted for expenditures and $4,450,282 (Four Million Four Hundred Fifty Thousand Two Hundred Eighty-Two Dollars and 00/100) is budgeted reserves; and

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

Section 1: The above "WHEREAS" clauses are incorporated by reference.

Section 2: The City Commission hereby adopts the Final Annual Operating Budget, attached hereto and by reference made a part hereof as "Exhibit A" for the City of Bunnell, Florida for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

Section 3: This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 22nd day of September 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____

Vose Law Firm, City Attorney

ATTEST:

_____
Kristen Bates, CMC, City Clerk

Seal:

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 General Fund 001
PREPARED: 8/30/2025
FINANCE: Kristi Moss

		APPROVED BUDGET
REVENUES:		
AD VALOREM TAXES (7.93 MILLS + DELINQUENT)		3,310,301
LOCAL OPTION TAXES		481,000
UTILITY SERVICE TAXES		692,000
COMMUNICATION SERVICES TAX		240,010
LOCAL BUSINESS TAXES		100,000
PERMITS & FEES		183,000
FRANCHISE FEES		400,000
FEDERAL GRANTS		870,000
STATE GRANTS		-
STATE SHARED REVENUES		149,000
CHARGES FOR SERVICES		761,440
FINES		42,572
OTHER		324,950
INTERFUND TRANSFERS IN		354,057
TOTAL REVENUES:	$	7,908,330
CASH FORWARD:	$	2,551,668
TOTAL REVENUES PLUS CASH FORWARD:	**$**	**10,459,998**
EXPENDITURES:		
LEGISLATIVE		256,883
EXECUTIVE		677,727
FINANCIAL & ADMINISTRATIVE		561,999
LEGAL		123,982
IT		179,502
MUNICIPAL COMPLEX		115,860
POLICE		2,655,044
COMMUNITY DEVELOPMENT		737,406
SPECIAL EVENTS		26,340
DEBT SERVICE		1,045,750
STORMWATER MANAGEMENT		278,311
PUBLIC WORKS		937,397
FLEET MAINTENANCE		137,591
ECONOMIC ENVIRONMENT		-
HEALTH SERVICES		34,056
PARKS & RECREATION		1,354,799
TOTAL EXPENDITURES:	$	9,122,647
RESERVES:	$	1,337,351
TOTAL EXPENDITURES PLUS RESERVES:		10,459,998

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 CRA Fund 101
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
AD VALOREM TAXES	103,237
INTEREST	1000
TOTAL REVENUES:	$ 104,237
CASH FORWARD:	$ -
TOTAL REVENUES PLUS CASH FORWARD:	**$ 104,237**
EXPENDITURES:	
TOTAL EXPENDITURES:	$ -
RESERVES:	$ 104,237
TOTAL EXPENDITURES PLUS RESERVES:	**$ 104,237**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Building Fund 118
PREPARED: 8/30/2025
FINANCE: Kristi Moss

		APPROVED BUDGET
REVENUES:		
BUILDING PERMIT FEES		295,000
BUILDING TECH FEES		4,100
INTEREST REVENUE		6,000
TOTAL REVENUES:		$ 305,100
CASH FORWARD:		$ -
	TOTAL REVENUES PLUS CASH FORWARD:	**$ 305,100**
EXPENDITURES:		
COMM DEV/BUILDING		282,540
TOTAL EXPENDITURES:		$ 282,540
RESERVES:		$ 22,560
	TOTAL EXPENDITURES PLUS RESERVES:	**$ 305,100**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Impact Fee Fund 303
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
IMPACT FEES	126,000
INTEREST	10,000
TOTAL REVENUES:	$ 136,000
CASH FORWARD:	$ -
TOTAL REVENUES PLUS CASH FORWARD:	**$ 136,000**
EXPENDITURES:	
LAW ENFORCEMENT	21,000
PUBLIC WORKS/TRANSPORTATION	95,000
PARKS & RECREATION	20,000
TOTAL EXPENDITURES:	$ 136,000
RESERVES:	$ -
TOTAL EXPENDITURES PLUS RESERVES:	**$ 136,000**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Water Fund 401
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
CHARGES FOR SERVICES	2,192,000
PROPRIETARY NON-OPERATING SOURCES	6,688,558
TOTAL REVENUES:	$ 8,880,558
CASH FORWARD:	
TOTAL REVENUES PLUS CASH FORWARD:	**$ 8,880,558**
EXPENDITURES:	
WATER DEPARTMENT	7,449,381
INTERFUND TRANSFERS OUT	84,809
TOTAL EXPENDITURES:	$ 7,534,190
RESERVES:	$ 1,346,368
TOTAL EXPENDITURES PLUS RESERVES:	**$ 8,880,558**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Water Impact Fee Fund 401IF
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
WATER IMPACT FEES	56,000
INTEREST REVENUE	40,000
TOTAL REVENUES:	$ 96,000
CASH FORWARD:	$ 870,285
TOTAL REVENUES PLUS CASH FORWARD:	**$ 966,285**
EXPENDITURES:	
WATER DEPARTMENT	727,728
TOTAL EXPENDITURES:	$ 727,728
RESERVES:	$ 238,557
TOTAL EXPENDITURES PLUS RESERVES:	**$ 966,285**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Solid Waste Fund 402
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
PERMITS AND FEES	25,000
CHARGES FOR SERVICES	1,300,000
INTEREST & MISC. INCOME	15,000
TOTAL REVENUES:	$ 1,340,000
CASH FORWARD:	$ 418,837
TOTAL REVENUES PLUS CASH FORWARD:	**$ 1,758,837**
EXPENDITURES:	
SOLID WASTE	1,234,501
INTERFUND TRANSFERS OUT	52,000
TOTAL EXPENDITURES:	$ 1,286,501
RESERVES:	$ 472,336
TOTAL EXPENDITURES PLUS RESERVES:	**$ 1,758,837**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Sewer Fund 404
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
CHARGES FOR SERVICES	2,542,000
PROPRIETARY NON-OPERATING SOURCES	28,001,698
TOTAL REVENUES:	$ 30,543,698
CASH FORWARD:	$ 955,261
TOTAL REVENUES PLUS CASH FORWARD:	**$ 31,498,959**
EXPENDITURES:	
SEWER DEPARTMENT	30,691,476
INTERFUND TRANSFERS OUT	117,167
TOTAL EXPENDITURES:	$ 30,808,643
RESERVES:	$ 690,316
TOTAL EXPENDITURES PLUS RESERVES:	**$ 31,498,959**

COMPOSITE EXHIBIT A Resolution Number: 2025-10

FY2023/24 Sewer Impact Fee Fund 404IF
PREPARED: 8/30/2025
FINANCE: Kristi Moss

	APPROVED BUDGET
REVENUES:	
IMPACT FEES	56,000
INTEREST	40,000
TOTAL REVENUES:	96,000
CASH FORWARD:	$ 870,285
TOTAL REVENUES PLUS CASH FORWARD:	**$ 966,285**
EXPENDITURES:	
SEWER DEPARTMENT	727,728
TOTAL EXPENDITURES:	$ 727,728
RESERVES:	$ 238,557
TOTAL EXPENDITURES PLUS RESERVES:	**$ 966,285**

City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 08/22/2025
Department: Community Development
Subject: * Ordinance 2025-09 Requesting to amend the Official Zoning Map of the City of Bunnell for 1.36+/- acres of land from the R-1, Single Family Residential District" to the "L-1, Light Industrial District". - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:
Description
Ordinance 2025-09 Hard Rock Materials Zoning.docx
Existing Zoning Map
* Letter of Approval Hard Rock Materials Inc. Special Exception Modification (08-12-2025).pdf
Business_Impact_Statement_Ord_2025-09.pdf

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONY, AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING.

This is a request to amend the Official Zoning Map of the City of Bunnell for 1.36+/- acres from the "R-1, Single Family Residential District" to the "L-1, Light Industrial District".

In accordance with LDC Section 2-87 for notification requirements, notices detailing the date, time, and location of the meeting were mailed to owners of property, in the City limits, within 300 feet of the subject property on August 26, 2025. A sign was posted in front of the subject property within the right-of-way on August 26, 2025.

This matter was pulled from the September 8, 2025 City Commission Agenda.

Background:

The applicant, Hard Rock Materials, Inc. has applied to rezone the subject property located at the end of Hibiscus Avenue from the R-1 Single Family Residential District to the L-1, Light Industrial District. This request is a result of a condition of approval for a special exception that was approved by the Planning, Zoning and Appeals Board on September 3, 2024. This rezoning request was previously heard on January 7, 2025 by the City Commission where the

City Commission did not approve the First Reading of the ordinance, thus meaning the ordinance failed. On August 5, 2025, the Planning, Zoning and Appeals Board approved a modification to the special exception permit on the property that incorporated additional conditions requiring the applicant to make improvements to Hibiscus Avenue and submitting an improvement plan during site plan review to ensure all impacts from the concrete batch plant use are properly mitigated.

The R-1 zoning district is currently not compatible with the underlying Future Land Use Map (FLUM) designation according to Section 34-81 in the City's Land Development Code; however, the proposed L-1 zoning district is compatible with the Current FLUM. Pursuant to Section 163.3194(1)(b), Florida Statutes, all land development regulations must be compatible with the adopted comprehensive plan.

The L-1 Light Industrial District will remove any allowable density for the property and increase the allowable building coverage, impervious coverage, and allowable Floor Area Ratio (FAR) while also opening up the opportunity for light industrial uses to be permittable on the site. As there are and will be adjacent land uses to the site, the L-1 zoning district does contain performance standards in place as to avoid adversely impacting neighboring properties.

This is a reapplication to satisfy the conditions that were placed on the approved special exception for a concrete batch plant.

PZA Board Recommendation
The PZA Board at their August 5, 2025 regular meeting, unanimously recommended approval of this rezoning Ordinance. There was no public comment made during that hearing.

Staff Recommendation:

Approve Ordinance 2025-09 Requesting to amend the Official Zoning Map of the City of Bunnell for 1.36+/- acres of land from the R-1, Single Family Residential District" to the "L-1, Light Industrial District". - First Reading

City Attorney Review:

Approved for agenda

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 1.36± ACRES, BEARING PARCEL ID: 14-12-30-3750-000Q0-0011 LOCATED DIRECTLY AT THE END OF HIBISCUS AVENUE IN THE CITY OF BUNNELL LIMITS FROM "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT" TO "L-1, LIGHT INDUSTRIAL DISTRICT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, §166.041, *Florida Statutes*, provides for procedures for the adoption of ordinances by municipalities; and

WHEREAS, Louis Patane, the owner of certain real property, which land totals 1.36± acres in size and is assigned Tax Parcel Identification Number 14-12-30-3750-000Q0-0011 by the Property Appraiser of Flagler County; and

WHEREAS, Louis Patane has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *City of Bunnell Land Development Code*, to have the subject property, totaling 1.36± acres located directly at the end of Hibiscus Avenue, rezoned to the "L-1, Light Industrial District" zoning classification from the existing "R-1, Single Family Residential" zoning classification; and

WHEREAS, the subject property is currently vacant and wooded; and

WHEREAS, the subject property is currently assigned a Future Land Use designation of "Industrial" as depicted on the Future Land Use Map in the *City of Bunnell 2035 Comprehensive Plan*; and

WHEREAS, §163.3194(1)(b), *Florida Statutes*, states that all land development regulations enacted or amended shall be consisted with the adopted comprehensive plan, or element or portion thereof; and

WHEREAS, the "L-1, Light Industrial" zoning district is appropriate and compatible with the "Industrial" Future Land Use designation pursuant to §34-81 in the *City of Bunnell Land Development Code*; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *2035 Comprehensive Plan*; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, acting as the City's local planning agency, held a public meeting on August 5, 2025 to consider amending the Official Zoning Map of the City of Bunnell and unanimously recommended approval of the proposed rezoning for the subject property as requested by the property owner; 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 *City of Bunnell 2035 Comprehensive Plan*, the *City of Bunnell Land Development Code*, 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 local and State law.

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

Section 1. Legislative Findings and Intent.

(a) The foregoing recitals (whereas clauses), along with the City staff report and City Commission agenda memorandum relating to the application of the proposed rezoning of the subject properties, are hereby adopted and incorporated into this Ordinance as the legislative and administrative findings of the City Commission

(b) 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 certain real property, as described herein and depicted in Exhibit "A" attached to this Ordinance, and totaling 1.36± acres in

size, shall be rezoned to the “L-1, Light Industrial” zoning district from the existing “R-1, Single Family Residential” zoning district.
(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. Property Information.
The property which is the subject of this Ordinance is described as follows:

TAX PARCEL IDENTIFICATION NUMBER: 14-12-30-3750-000Q0-0011

LEGAL DESCRIPTION: Being a portion of that tract of land described in Official Records Book 352, Page 34, lying in Section 14, Township 12 South, Range 30 East, Flagler County, Florida, more particularly being a portion of Block “C” Bunnell Development Company’s Subdivision of said section as recorded in Map Book 1, Page 1, said parcel also being a portion of Lake Terrace Subdivision, both recorded in Public Records of Flagler County, Florida, being more specifically described as follows:
A point of reference being the southeast corner of said Section 14; thence run South 88°27’11” West along the South line of Section 14, a distance of 2426.97 feet; thence departing said South line run North 28°52’17” West, a distance of 1480.70 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, also being the Point of Beginning of this description:
Thence Northerly along the Westerly line of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14, North 02°46’04” West, a distance of 759.59 feet to a point of 557.50 feet South of the North line of the Southwest 1/4 of said Section 14; thence parallel with aforesaid North line North 88°22’40” East, a distance of 575.41 feet; thence south 02”46’04” East, a distance of 759.59 feet; thence South 88°22’40” West, a distance of 575.41 feet to the Point of Beginning.

Section 4. 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 5. Conflicts.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. 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 7. Non-codificaiton.
This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 8. Effective Date.
This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this 22nd day of Septmeber 2025.

Second Reading/Final Reading: adopted on this _____ day of _____ 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

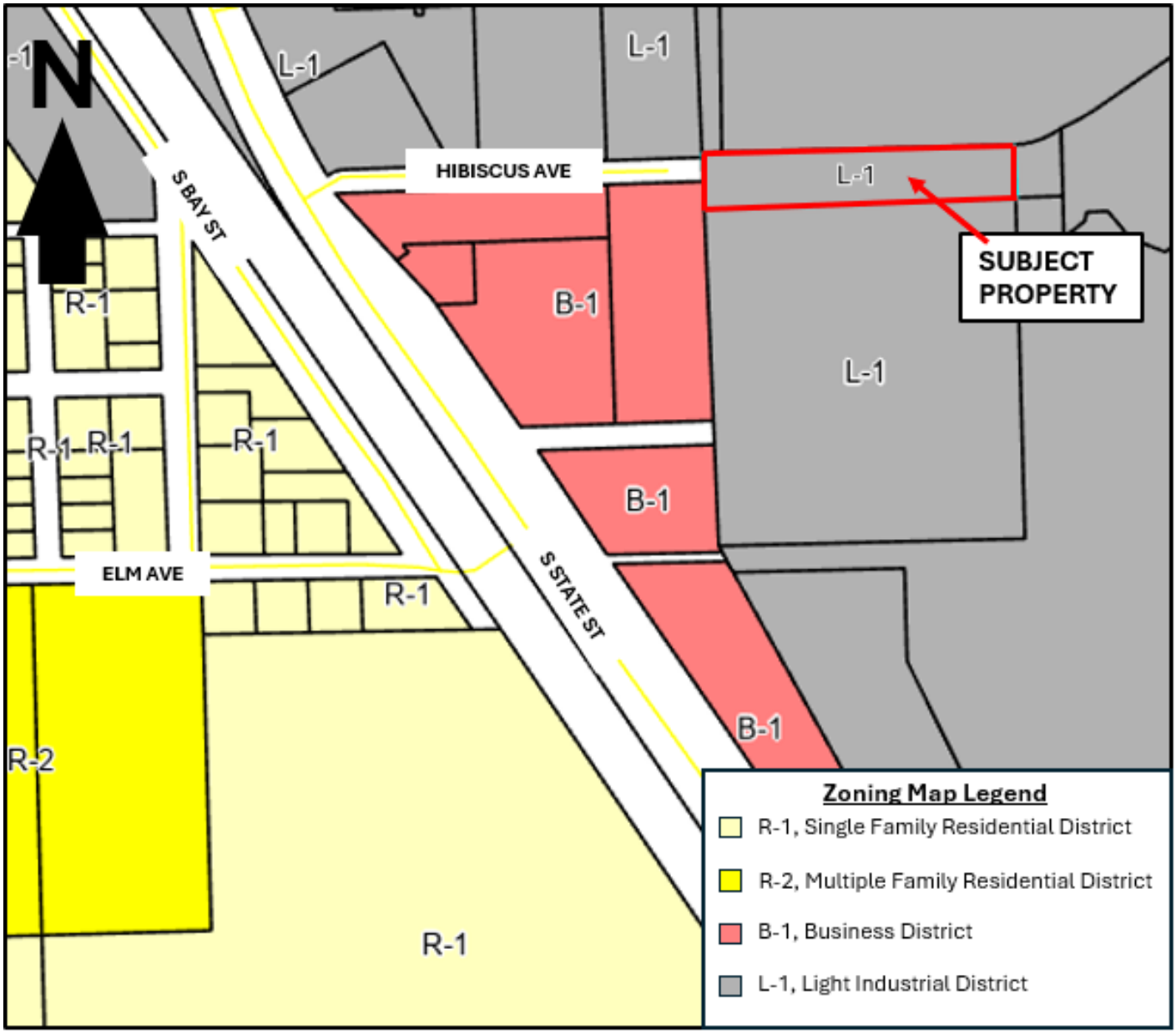
Approved as to Form:

_____
Kristen Bates, MMC, City Clerk

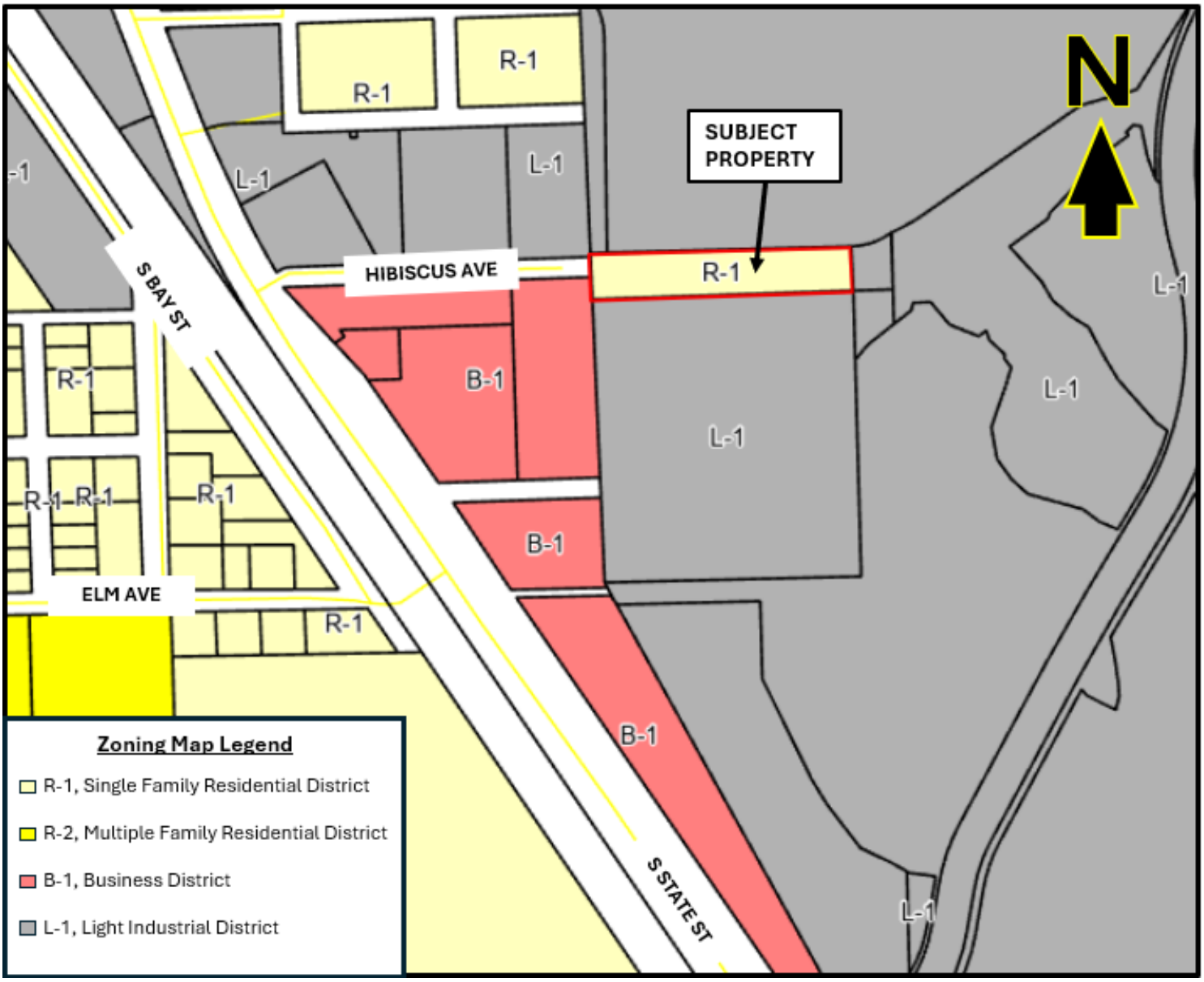
_____
Vose Law Firm, City Attorney

Seal:

Exhibit "A"
Amended Zoning Map



Existing Zoning Map



CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER

COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

Crossroads of Flagler County

August 12, 2025

George Petty
Hard Rock Materials, Inc.
4410 Industrial Park Rd.
Green Cove Springs, FL 32043

RE: Special Exception Modification Approval
Parcel IDs: 14-12-30-0650-000C0-0010 & 14-12-30-3750-000Q0-0011
Application No. SE 2025-03

Dear Mr. Petty,

The City's Planning, Zoning and Appeals Board has **approved** the modification to the special exception application SE 2024-05 for a concrete batch plant to add additional conditions of approval, located on vacant parcels identified by Parcel IDs: 14-12-30-0650-000C0-0010 & 14-12-30-3750-000Q0-0011, on **August 5, 2025**. The following are the complete set of conditions of approval for this special exception based on what was originally approved and what was added from this approved modification:

1. Considering the close proximity of the residences abutting the subject property to the west and the intensity of this use will bring to the area, the development must have at least a 100-foot undisturbed natural buffer from the west property line.
2. Prior to site plan approval, Parcel 14-12-30-3750-000Q0-0011 must be rezoned to the L-1, Light Industrial District to be compatible with the current Industrial Future Land Use Map designation.
3. For the purpose of developing the subject parcel and the abutting northern parcel identified by Parcel ID: 14-12-30-3750-000Q0-0011, the two parcels must be combined prior to site plan approval.
4. All operations of the proposed use must be disclosed prior to site plan approval for determining the need for a City Facility Operating Permit as regulated in Chapter 50 of the Code of Ordinances.
5. Connections to City potable water services shall not be allowed for any industrial operations requiring water for production of materials such as, but not limited to, concrete. All production operations must utilize an industrial well as an appropriate water source and receive a permit from the Florida Department of Health prior to issuance of any building permits.
6. All operations conducted on this site must adhere to the performance standards listed within Section 34-120(d) in the Land Development Code.

7. Prior to the issuance of any development permit or building permit associated with this special exception, the applicant shall submit a roadway improvement plan for Hibiscus Avenue with the submittal of a major site plan, prepared by a licensed professional engineer. The plan may be included within the major site plan and must detail the scope, design, and phasing, if any, of all required improvements and shall be reviewed and approved by the City Engineer or their designee.
8. All off-site improvements shall conform to City and FDOT design standards, including but not limited to, minimum pavement width, shoulder stabilization, drainage, signage, striping, and ADA compliance.
9. All required improvements shall be completed prior to issuance of a Business Tax Receipt. Alternatively, a performance bond may be posted in an amount approved by the City to ensure completion of the improvements.
10. If necessary for the improvements, the applicant shall dedicate any required right-of-way or access easements to the City at no cost, prior to final development approval.
11. The applicant shall provide the City with certified as-built drawings of the completed improvements and shall schedule inspections during construction as required by the City Engineer.
12. The applicant shall provide a maintenance bond or other acceptable guarantee to cover defects in materials or workmanship for a minimum of one year following acceptance of the roadway improvements by the City.
13. All roadway work shall include appropriate erosion and sediment control measures and be constructed in a manner that minimizes environmental disturbance in compliance with all applicable permitting agencies. This shall be accomplished through the review and approval of an Erosion and Sedimentation Control plan submitted simultaneously with the major site plan.
14. This special exception use shall run with the land and may be transferable should the ownership of the property ever change so long as the new owner continues the use of the property as allowed under this special exception. If under any circumstances the use of the property changes beyond what is allowed within this special exception, this special exception shall become null and void. If conditions one through thirteen are ever violated and/or not fulfilled, then at that point it shall be considered ground for removal of the special exception at the discretion of the Planning, Zoning and Appeals Board.

[CONTINUE TO NEXT PAGE]

Prior to any development of the site, you will be required to obtain major site plan approval pursuant to Section 22-4(a)(1)d. in the Land Development Code. Please submit copies of the major site plan with the required supporting documentation to begin the review process. Before making a formal submittal, it is highly recommended that you schedule a pre-application meeting with the City to discuss what processes this development will be required to adhere to as it will be beneficial to you as the applicant.

The City of Bunnell welcomes you and looks forward to your success!

If you have any questions, please feel free to contact me via email at acalderin@bunnellcity.us or by phone at (386) 263-8809.

Sincerely,



Adrian Calderin
Community Development Coordinator
Planning & Zoning Division

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 2025-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 1.36± ACRES, BEARING PARCEL ID: 14-12-30-3750-000Q0-0011 LOCATED DIRECTLY AT THE END OF HIBISCUS AVENUE IN THE CITY OF BUNNELL LIMITS FROM "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT" TO "L-1, LIGHT INDUSTRIAL DISTRICT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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:
  - ☐ Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - ☒ Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ 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 as requested by the applicant/owner.

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

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

N/a

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

N/a

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

N/a

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

N/a

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

N/a

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

City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 09/05/2025
Department: Community Development
Subject: * Ordinance 2025-05 Requesting to amend the Future Land Use Map of the Future Land Use Element in the 2035 Comprehensive Plan for 1,259+/- acres of land from "Agricultural and Silviculture" designation to the "Industrial" designation. - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:
Description
* Ordinance 2025-05 US-1 Park FLUM Amendment.docx
* Ordinance 2025-05 Data and Analysis Report (09-12-2025).pdf
Business Impact Statement

Summary/Highlights:

This is a request to amend the City's Future Land Use Map for 1,259+/- acres of land from the "Agricultural and Silviculture" designation to the "Industrial" designation.

There is a companion item (Ordinance 2025-06) to rezone the property from "AG&S, Agricultural and Silviculture District" to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District".

In accordance with Florida Statute, this matter was advertised in the September 14, 2025 edition of the Daytona Beach News Journal.

Background:

The applicant, Tara Tedrow with Lowndes Law Firm on behalf of the owners Brown & Johnston & Joly & Durshimer, has applied for a large-scale Future Land Use Map amendment for 1,259+/- acres of land. There are currently no plans at this time or submitted to develop the land in conjunction with this request.

The surrounding area is predominantly vacant, undeveloped timberland and partially rural residential. Adjacent land uses include vacant and rural residential with suburban residential east of the site (Palm Coast K Section). The surrounding area is mostly designated Agricultural and Silviculture (Bunnell) and Agriculture and Timberlands (Unincorporated Flagler County). This amendment is consistent with the City's 2035 Comprehensive Plan and the City's 2019 adopted strategic plan for increasing the economic base to promote sustainable commercial and industrial growth.

A data and analysis has been performed for this amendment and is included in this staff report which showcases the impacts on public facilities. The applicant has also provided a justification report with this amendment and is included in the data and analysis report.

This amendment is considered to be a large-scale comprehensive plan amendment that is subject to and regulated by Section 163.3184, Florida Statutes. This will be required to undergo the expedited state review process which is outlined under Section 163.3184(3), Florida Statutes.

Staff Recommendation:

Approve Ordinance 2025-05 Requesting to amend the Future Land Use Map of the Future Land Use Element in the 2035 Comprehensive Plan for 1,259+/- acres of land from "Agricultural and Silviculture" designation to the "Industrial" designation. - First Reading

City Attorney Review:

Approved for agenda

City Manager Review/Recommendation:

Approved.

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR THE LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL 2035 COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY TOTALING 1,259± ACRES IN THE CITY OF BUNNELL LIMITS FROM "AGRICULTURE & SILVICULTURE (AG&S)" TO "INDUSTRIAL (IND)"; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE ELEMENT TO ESTABLISH SITE-SPECIFIC LIMITING POLICIES APPLICABLE TO CERTAIN PROPERTY SUBJECT TO THE LARGE-SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATIONS FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, §166.041, *Florida Statutes*, provides for procedures and requirements for the adoption of ordinances by municipalities; and

WHEREAS, Brown & Johnston & Joly & Durshimer owns the certain real properties which land totals 1,259± acres in size, are assigned Tax Parcel Identification Numbers by the Flagler County Property Appraiser's Office listed under Sections 3 & 4, and are the subject of this Ordinance; and

WHEREAS, Tara Tedrow, Esq. with Lowndes Law Firm, on behalf of the property owners, has applied to the City of Bunnell pursuant to the controlling provisions of state law, the *City of Bunnell Land Development Code*, and the *City of Bunnell 2035 Comprehensive Plan*, to amend the Future Land Use Map (FLUM) in the *City of Bunnell 2035 Comprehensive Plan* for the subject properties, generally located between Old Haw Creek Road, US Highway 1, and County Road 304, to the "Industrial" Future Land Use Map designation from the existing "Agricultural & Silviculture" designation; and

WHEREAS, the subject properties are currently vacant, undeveloped land primarily used for timbering; and

WHEREAS, the purpose of the "Industrial" Future Land Use designation is to provide sufficient land for existing and anticipated future industrial needs and requisite support services as described in FLU Policy 10.1 in the City's *2035 Comprehensive Plan*; and

WHEREAS, this is a large-scale FLUM amendment subject to the controlling provisions in Section 163.3184, *Florida Statutes*, which outlines the process for adopting comprehensive plan amendments; and

WHEREAS, this amendment is not submitted in accordance with a proposed development that is subject to the state coordinated review process pursuant to §380.06, *Florida Statutes*, and is otherwise subject to the expedited state review process pursuant to §163.3184(2)(a) and §163.3184(3), *Florida Statutes*; and

WHEREAS, Section 163.3184, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements for large-scale Future Land Use Map amendments not within an area of critical state concern; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject FLUM amendment application be approved pursuant to §163.3177(6)(a), *Florida Statutes*, and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives, and policies set forth in the City's *2035 Comprehensive Plan*, and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, acting as the City's local planning agency, held a public meeting on May 6, 2025, to consider amending the Future Land Use Map of the Future Land Use Element of the City's *2035 Comprehensive Plan* and recommended approval, by a 3-1 vote, of the proposed large-scale Future Land Use Map amendment to the *Comprehensive Plan* for the subject properties as requested by the applicant; and

WHEREAS, professional city planning staff, the City's Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed large-scale Future Land Use Map amendment for the subject properties as set forth in this Ordinance is consistent with the goals, objectives, and policies in the City's *2035 Comprehensive Plan*, the City's *Land Development Code*, and the controlling provisions of state law; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this large-scale amendment to the City's *2035 Comprehensive Plan* including, but not limited to, Section 163.3184, *Florida Statutes*; and

WHEREAS, for purposes of this Ordinance, highlighted text shall constitute additions to the original text, ~~Strikethrough~~ text shall constitute deletions to the original text, and asterisks (* * *) shall constitute ellipses to the original text and remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Legislative Findings and Intent.
(a) The foregoing recitals (whereas clauses), along with the City staff report and City Commission agenda memorandum relating to the application of the proposed amendment to the City of Bunnell *2035 Comprehensive Plan* pertaining to the subject properties, are hereby adopted and incorporated into this Ordinance as the legislative and administrative findings of the City Commission.

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

Section 2. Amendment to Future Land Use Map.
Upon enactment of this Ordinance, the Future Land Use Map in the Future Land Use Element of the City of Bunnell *2035 Comprehensive Plan* is hereby amended, as described herein and depicted in Exhibit "A" attached to this Ordinance, and totaling 1,259± acres in size, by assigning the "Industrial" Future Land Use Map designation to the real properties, which are the subject of this Ordinance as set forth herein, from the existing "Agricultural & Silviculture" Future Land Use Map designation.

Section 3. Text Amendments to the Future Land Use Element.
The Future Land Use Element of the City of Bunnell 2035 Comprehensive Plan is hereby amended to add new site-specific limiting policies:

* * *

FLU Policy 20.1.2

The US-1 Park development *(Flagler County 2025 Tax Parcel Numbers 26-12-30-0650-00000-0000**;** 35-12-30-0650-000A0-0000**;** 35-12-30-0650-000B0-0010**;** 23-12-30-0650-000D0-0040; 24-12-30-0650-000C0-0070; 25-12-30-0650-000B0-0070; 25-12-30-0650-000C0-0010)*, associated with FLUM application FLUMA 2025-01 and Ordinance 2025-05, and is approximately 1,259 acres designated as Industrial shall be subject to the following conditions to ensure compatibility with surrounding land uses:

1. The following land use limitations shall apply:
    a. The primary use of processing and large quantity bulk storage of hazardous chemicals (vinyl chloride, benzene, 13-butadiene chromium, and mercury) shall be prohibited;
    b. Landfills shall be prohibited;
    c. A fuel distribution terminal (known publicly as the “fuel farm”) shall be prohibited; and
    d. The property shall not utilize the Live Local Act for the provision of any affordable housing on the Property.
2. Dark sky lighting shall be used for any development on the Property. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000K. All new fixtures must either carry the International Dark-Sky Association’s Fixture Seal of Approval or meet equivalent dark sky standards.
3. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 35-12-30-0650-000B0-0010 and 26-12-30-0650-00000-0000*, located on the western property lines of the parcels listed herein this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the western property line, concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.
4. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 23-12-30-0650-000D0-0040; 24-12-30-0650-000C0-0070; and 25-12-30-0650-000B0-0070*, located along the eastern property lines that are directly abutting the western side of the FEC Railway for the parcels listed within this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access and rail spurs/crossings pursuant to approved development plans.
5. For the parcel identified by *Flagler County 2025 Tax Parcel Number 25-12-30-0650-000C0-0010*, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the eastern property line of the southern half of the parcel, concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.
6. Any development within the parcels subject to FLUM application FLUMA 2025-01 that encroach into the five hundred (500) foot wellhead protection buffer,

established by Florida Administrative Code (FAC) Rule 62-521.200(7) for the potable water well located on *Flagler County 2025 Tax Parcel Number 25-12-30-1500-00130-0000*, shall be subject to the regulations within FAC Rule 62-521.400.

In conjunction to the limitations correlated to the property designated as Industrial, the following limitations shall ensure compatibility with the adjacent City of Bunnell and Unincorporated Flagler County parcels that are currently designated with an agricultural-related land use category in their respective jurisdictions:

1. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 02-13-30-0650-000B0-0010; 35-12-30-0650-000D0-0000; and 36-12-30-0650-000B0-0020; 25-12-30-0650-000C0-0010*, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the southern and eastern property lines, concurrently with any vertical construction on this paragraph's above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.
2. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 02-13-30-0650-000B0-0010 and 35-12-30-0650-000C0-0000*, located on the western property lines of the parcels listed herein this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the property line, concurrently with any vertical construction on this paragraph's above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.

* * *

Section 4. Industrial Future Land Use Designation Property Information.

The legal descriptions for the "Industrial" Future Land Use designation being assigned to the properties that are the subject of this Ordinance are described as follows:

Tax Parcel Identification Numbers:

26-12-30-0650-00000-0000

Legal Description:

Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Tax Parcel Identification Numbers:

35-12-30-0650-000A0-0000
35-12-30-0650-000B0-0010

Legal Description:

The N 1/2 of Section 35, Township 12 South, Range 30 East, in Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida; LESS Tract 9, Block B of said Section 35.

Tax Parcel Identification Numbers:

23-12-30-0650-000D0-0040

Legal Description:

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Tax Parcel Identification Numbers:

24-12-30-0650-000C0-0070

Legal Description:

That part of Tracts 7, 8 and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Tax Parcel Identification Numbers:

25-12-30-0650-000B0-0070
25-12-30-0650-000C0-0010

Legal Description:

That part of Tracts 6, 11 and 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10 and all of Tracts 16 through 23, inclusive of Block

B; Tracts 1 through 16, inclusive of Block C; SE ¼ of SW ¼, all in Section 25, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Section 5. 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 6. Implementing Administrative Actions.
The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 7. 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 8. Scrivener's Errors.
In the event that a scrivener's error, typographical error, legal description error, or cartographic error is identified in this Ordinance or in the exhibit(s) attached hereto, the error may be corrected administratively by the City Manager or designee, in consultation with and approval by the City Attorney, without further action by the City Commission. Such corrections shall be limited to non-substantive errors that do not alter the intent, meaning, or effect of this Ordinance or the Future Land Use Map amendment approved herein. Any corrected exhibit or description shall be maintained in the official records of the City.

Section 9. 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 10. Conflicts.
All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. 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, the *City of Bunnell Code of Ordinances*, and/or the *City of Bunnell Land Development Code*, in terms of amending the Future Land Use Map of the City.

Section 12. Effective Date.

The large-scale Comprehensive Plan map amendment set forth herein shall not become effective, in accordance with Section 163.3184(3)(c)4., *Florida Statutes*, until 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If challenged within 30 days after adoption, the large-scale amendment set forth in this Ordinance shall not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the subject large-scale Comprehensive Plan map amendment is in compliance with the controlling state law.

First Reading: approved on this _____ day of _____, 2025.

Second Reading/Final Reading: adopted on this _____ day of _____ 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

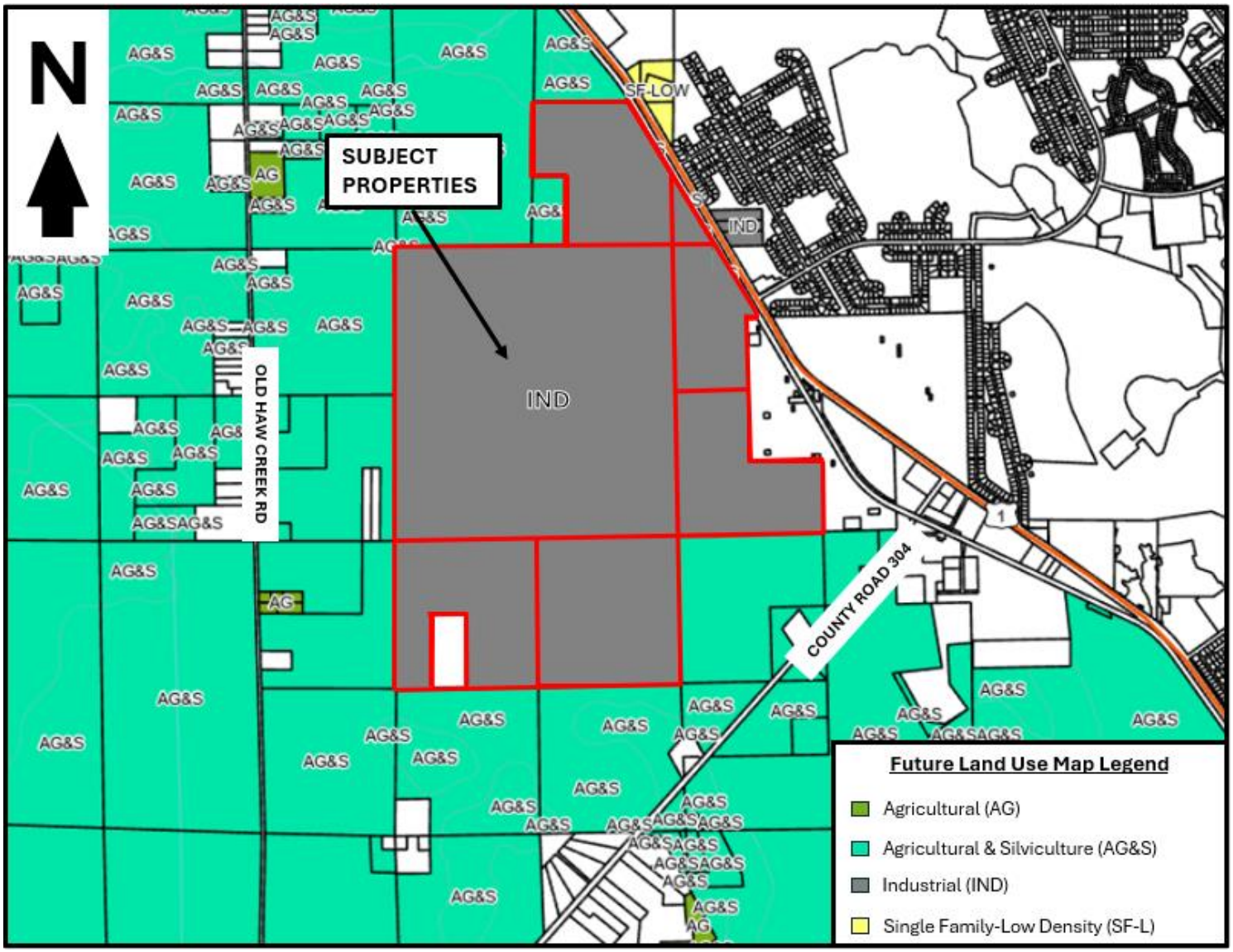
_____
Kristen Bates, MMC, City Clerk

Approved as to Form:

_____
Vose Law Firm, City Attorney

Seal:

Exhibit "A"
Amended Future Land Use Map



9/12/2025

US-1 Industrial Park

Large-scale Future Land Use Map Amendment and Rezoning

Data and Analysis Report

Prepared by:

Adrian Calderin
City Planner
City of Bunnell, Florida
acalderin@bunnellcity.us

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1. APPLICATION OVERVIEW

1.1 Jurisdiction

City of Bunnell

1.2 Applicant

Tara L. Tedrow, Esq.
Lowndes Law Firm
215 N. Eola Dr.
Orlando, FL 32801

1.3 Property Owner

Brown & Johnston & Joly & Durshimer
P.O. Box 1398
Bunnell, FL 32110

1.4 Tax Parcel Identification Numbers

The Flagler County Tax Parcel Identification Numbers for the property is as follows:

23-12-30-0650-000D0-0040; 24-12-30-0650-000C0-0070; 26-12-30-0650-00000-0000; 25-12-30-0650-000B0-0070; 25-12-30-0650-000C0-0010; 35-12-30-0650-000A0-0000; 35-12-30-0650-000B0-0010.

1.5 Requested Action

A Future Land Use Map (FLUM) amendment to change 1,259± acres of the subject property from Agriculture & Silviculture (AG&S) to Industrial (IND).

There is a companion zoning map amendment that will change the zoning of the subject area from “AG&S, Agricultural & Silviculture District” to “L-1, Light Industrial District” and “L-2, Heavy Industrial District”. The proposed zoning designations are consistent with the proposed Future Land Use Map designation.

1.6 Project Summary and Background

The subject area was annexed into the Bunnell city limits in 2006 during what Bunnell calls the mass annexation period (years 2006-2008). During this time, the large landowners in Flagler County petitioned the City of Bunnell to voluntarily annex into the City. This resulted with the City of Bunnell becoming the second largest City in the State of Florida by land mass (139.4 sq. mi.) with the City of Jacksonville being the first.

The proposed amendment intends to create new economic opportunities for the City by diversifying the commercial and industrial base of Bunnell. Nonresidential uses can

allow flexible site design to achieve a more desirable and efficient use of land. The permitted uses allowed under the L-1 and L-2 zoning districts are compatible with surrounding properties through specific provisions in the City Land Development Code.

2. PARCEL DATA

2.1 Size of Property

The subject area is approximately 1,259± acres in size.

2.2 Current Use of Property

The subject area is currently vacant, unimproved land with timberland operations occurring periodically.

2.3 Current Future Land Use Map Designation

The current Future Land Use Map designations of the subject area is 1,835± acres of Agriculture & Silviculture (AG&S). See below Figure 1. depicting the current Bunnell Future Land Use Map.

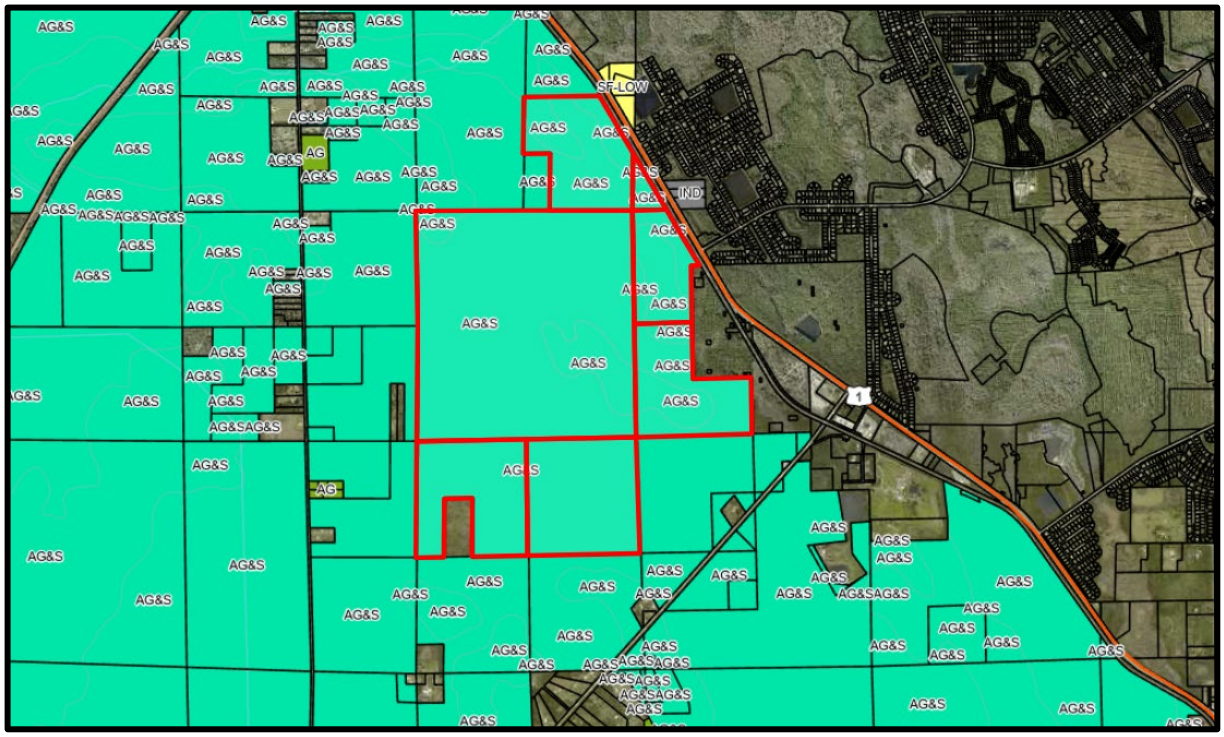


Figure 1 City of Bunnell Future Land Use Map (Current)

2.4 Current Zoning Designation

The Current zoning designations of the subject area is 1,835± acres of “AG&S, Agricultural & Silviculture District”. See Figure 2. below depicting the current Bunnell Official Zoning Map.

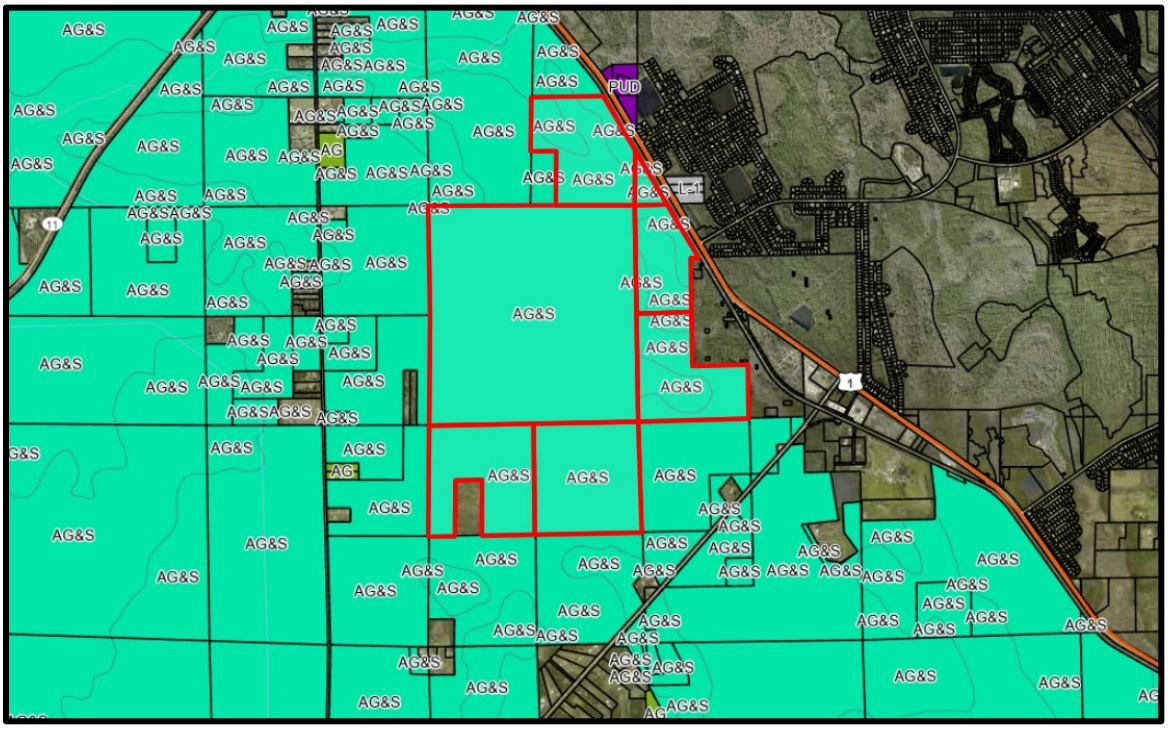


Figure 2 City of Bunnell Official Zoning Map (Current)

2.5 General Location

The City of Bunnell is generally centered in Flagler County with the city limits spanning from the western Flagler/Putnam County Line and the southern Flagler/Volusia County Line.

The proposed US-1 Industrial Park FLUM amendment/rezoning is located within the Bunnell city limits between Old Haw Creek Road, US Highway 1, and County Road 304. See Figure 3 below depicting development location.

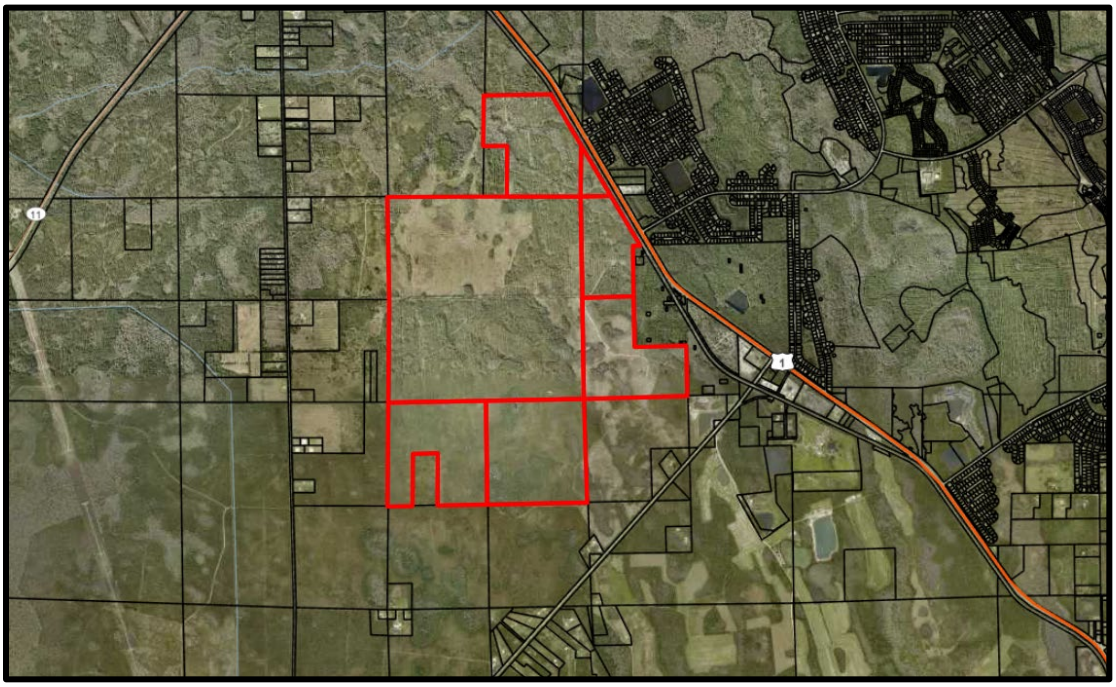


Figure 3 Subject Property Aerial Map

3. LAND USE INFORMATION

3.1 Current Zoning Designation Information

The purpose of the AG&S, Agricultural and Silviculture District is to permit a range of agricultural and/or silvicultural uses and to accommodate very low-density residential development at a concentration of one dwelling unit per five acres. The intent is to support and enhance agricultural character and lifestyle of existing low-density areas while encouraging the continuation of agricultural and silvicultural activities as a primary use in the rural area of the city, and to promote the protection of natural resources and wildlife habitat.

3.2 Proposed Zoning Designation Information

The purpose of the L-1, Light Industrial District is to provide areas in which the principal use of land is for light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution. The intent of this district is to permit and regulate uses so that the noise, odor, dust, and glare of each operation is controlled to prevent becoming a nuisance to adjacent land uses.

The purpose of the L-2, Heavy Industrial District is to provide areas appropriate where various heavy and extensive industrial operations can be conducted without creating hazards or property devaluation to the surrounding land uses. The intent of this district is to promote the most efficient use of the land for heavy industrial uses such that noise, odor, dust, and glare of each operation is controlled to prevent becoming a nuisance to all adjacent land uses.

4. GENERAL ANALYSIS

4.1 City of Bunnell Current Population

The City of Bunnell's current official population estimate is 4,149, effective as of October 15, 2024 according to the University of Florida, Bureau of Economic & Business Research (BEBR). This is a 26.65% increase from the 2020 Census.

4.2 Density/Population Analysis

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed FLUM categories (including any policy to limit development).

This analysis is conducted to evaluate the net change in the allowable density between the existing and proposed Future Land Use Map (FLUM) designations.

Table 1 FLUM Maximum Density Allowed (Residential Use)

	# of Acres	Maximum Density[1]	Maximum # of Units	Population[2]
Proposed FLUM: Industrial	1,259	n/a	n/a	0
Total	**1,259**			**0**
Current FLUM: Agricultural & Silviculture	1,259	0.2 du/acre	367	866
Net Change	**0**		**-252**	**-595**

Table Footnotes:
[1]Maximum densities are established by Comprehensive Plan Policies.
[2]Population derived from calculating # of units by 2.36 people per unit derived from "Households and Average Household size in Florida: April 1, 2024" (University of Florida, Bureau of Economic and Business Research).

4.3 Density/Population Analysis Findings

As shown in Table 1 above, the proposed FLUM designations will result in a substantial decrease in the allowable density by 252 units, thus reducing the potential population of the area by approximately 595 persons.

4.4 Intensity Analysis

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed FLUM categories (including any policy to limit development).

This analysis is conducted to evaluate the net change in the allowable intensity between the existing and proposed Future Land Use Map designations.

Table 2 FLUM Maximum Intensity Allowed (Non-residential Use)

	# of Acres	Maximum FAR	Maximum Sq. Ft.
Proposed FLUM: Industrial	1,259	0.5	27,421,020
Total	**1,259**		**27,421,020**
Current FLUM: Agricultural & Silviculture	1,259	0.4[(1)]	21,936,816
Net Change	**0**		**5,484,204**

Table Footnotes:
[(1)]Current FLUM has no FAR limitations. Maximum Intensity is based on the maximum allowed building coverage within the City's Land Development Code for commercial uses within this FLUM.

4.5 Intensity Analysis Findings

As shown in Table 2 above, the proposed FLUM amendment would result in a substantial increase of 5,484,204 sq. ft. of intensity for the subject property.

5. COMPATIBILITY ANALYSIS

5.1 Surrounding Future Land Use Designations

The surrounding FLUM designations from the subject property at the time of the proposed amendment are as follows:

North: Single Family-Low Density, Agriculture & Silviculture (Bunnell designations); Agriculture & Timberlands (Flagler County designation).

South: Agriculture & Silviculture (Bunnell designation); Agriculture & Timberlands (Flagler County designation).

East: Industrial (Bunnell designation); Residential, Institutional, Mixed-Use, Greenbelt, Canals (Palm Coast designations).

West: Agriculture & Silviculture (Bunnell designation); Agriculture & Timberlands (Flagler County designation).

5.2 Surrounding Zoning Designations

The surrounding zoning designations from the subject property at the time of the proposed amendment are as follows:

North: Planned Unit Development District, Agricultural & Silviculture District (Bunnell designations); Agricultural (Flagler County designation).

South: Agricultural & Silviculture District (Bunnell designation); Agricultural (Flagler County designation).

East: Light Industrial District (Bunnell designation); Single Family Residential-1 District, Single Family Residential-2 District, Single Family Residential-3 District, Public/Semipublic District, Commercial-2 District, Preservation District (Palm Coast designations).

West: Agricultural & Silviculture District (Bunnell designation); Agricultural (Flagler County designation).

5.3 Surrounding Land Uses

The surrounding land uses from the subject property at the time of the proposed amendment are as follows:

North: Vacant

South: Rural Single Family Residential

East: Single Family Residential

West: Vacant timberland; Rural Single Family Residential

5.4 Compatibility Analysis Findings

Based on the analysis of the surrounding properties, the area is dominantly residential in nature; however, due to the location of the proposed amendment being adjacent to the Florida East Coast Railway, the area would be more economically suitable and compatible for commercial and/or industrial uses. Keeping in mind of the surrounding residential uses abutting the subject property, the proposed amendment will ensure compatibility and harmony with the adjacent property uses through acceptable engineering and site development practices enforced through the City's Land Development code and further cemented through applicant-proposed site specific comprehensive plan policies and conditions of development incorporated into both the FLUM amendment and rezoning ordinances.

6. Public Facilities Analysis

The analysis for Comprehensive Plan amendments and rezonings takes into consideration the maximum development potential under the current and proposed land use designations and represents the maximum potential net change between the existing and proposed FLUM categories.

6.1 Potable Water Analysis

The analysis for Comprehensive Plan amendments and rezonings takes into consideration the maximum development potential under the current and proposed land use designations and represents the maximum potential net change between the existing and proposed FLUM categories.

The City's Water Treatment Facility (WTF) currently operates under SJRWMD Consumptive Use Permit (CUP) number 1982-6 for raw water supply and FDEP permit number 2180134. The City currently has an adopted Level of Service (LOS) for potable water capacity at 120 gallons per capita per day. There is currently no adopted LOS for commercial/industrial usage for potable water. For commercial and industrial usage, the demand of 5.8 gpd per 1,000 sq. ft. will be used as determined by the adopted Bunnell Wastewater Master Plan, prepared by Kimley-Horn and Associates, Inc. in February 2020. To determine the estimated impacts on the water supplies and facilities from this large-scale amendment, the potable water demand is calculated below by summing the estimates from residential and non-residential calculations.

Table 3 Potable Water Demand Calculations

	Maximum # of Units or Sq. Ft.	Estimated Demand (MGD)[1]
Proposed FLUM Designations		
Industrial	27,421,020 Sq. Ft.	0.159
Total	**27,421,020 Sq. Ft.**	**0.159**
Current FLUM Designations		
Agriculture & Silviculture	367 Units	0.104
Net Change	--	**0.055**

Table Footnotes:

[1]Residential Potable Water estimated demand: # of units*2.36*120 gallons/capita/day

[1]Commercial/Industrial Potable Water estimated demand: 5.8 gpd/1000 sq. ft.

Table 4 Raw Water Supply Capacity Calculations

	Total (MGD)
Permitted Water Use Allocation (CUP)[1]	0.675
Current Daily Average Withdrawal[2]	0.450
Reserved Allocations[3]	0.120
Yearly Projected Demand[4]	0.011
Supply Capacity[5]	0.581
Available Capacity[6]	0.094
Available Capacity with FLUM Amendment	-0.065

Table Footnotes:

[1] SJRWMD Consumptive Use Permit (CUP) # 1982-6

[2] Bunnell Water Treatment Facility data logs as of 7/31/25

[3] Bunnell reserved capacity for pending development as of 7/31/25

[4] Bunnell Water Supply Facilities Work Plan 2022 – 2025

[5] Supply capacity: Current Daily Average Withdrawal + Reserved Allocations + Projected Demand

[6] Available capacity: CUP Permitted Allocation - Supply Capacity

Table 5 Water Treatment Facility Capacity Calculations

	Total (MGD)
Permitted WTF Capacity[1]	0.999
Current AADF Capacity[2]	0.450
Reserved Allocations[3]	0.120
Yearly Projected Demand[4]	0.011
Facility Capacity[5]	0.581
Available Capacity[6]	0.418
Available Capacity with FLUM Amendment	0.259

Table Footnotes:

[1] FDEP Permit # 2180134

[2] Bunnell Water Treatment Facility (WTF) data logs as of 7/31/25

[3] Bunnell reserved capacity for pending development as of 7/31/25

[4] Bunnell Water Supply Facilities Work Plan 2022 – 2025

[5] Facility Capacity: Current AADF Capacity + Reserved Allocations + Projected Demand

[6] Available Capacity: Permitted WTF Capacity - Facility Capacity

6.2 Potable Water Analysis Findings

The analysis shows there will be an increase in demand of approximately 0.055 MGD due to the proposed FLUM/zoning amendment's maximum potential of 0.159 MGD. With the increase in demand, there will be adequate capacity at the Water Treatment Facility for the proposed amendment's maximum demand but there will be an over-expenditure for Raw Water Supply under the current CUP; however, the City is currently in the process of modifying the CUP to increase the amount of Raw Water Supply the City would be allowed to extract from the available water resources. The City is actively in discussion with SJRWMD for this modification. The amendment area is not within the existing service area of the City. The developer will be required, upon development review, to coordinate with the City to extend the service lines to the amendment area. They will be required to obtain all necessary FDEP and/or SJRWMD permits prior to development.

6.3 Sanitary Sewer Analysis

The City's Wastewater Treatment Facility (WWTF) currently operates under FDEP Permit Number FL0020907. The City currently has an adopted LOS for sanitary sewer capacity at 102.3 gallons per capita per day. There is currently no adopted LOS for commercial/industrial usage for sanitary sewer. For commercial and industrial usage, the demand of 4.9 gpd per 1,000 sq. ft. will be used as determined by the adopted Bunnell Wastewater Master Plan, prepared by Kimley-Horn and Associates, Inc. in February 2020. To determine the estimated impacts on the wastewater facilities from this large-scale amendment, the wastewater demand is calculated below by summing the estimates from residential and non-residential calculations.

Table 6 Sanitary Sewer Demand Calculations

	Maximum # of Units or Sq. Ft.	Estimated Demand (MGD)[1]
Proposed FLUM Designations		
Industrial	27,421,020 Sq. Ft.	0.134
Total	**27,421,020 Sq. Ft.**	**0.134**
Current FLUM Designations		
Agriculture & Silviculture	367 Units	0.089
Net Change	--	**0.045**

Table Footnotes:

[1] Residential Sanitary Sewer estimated demand: # of units*2.36*102.3 gallons/capita/day

[1] Commercial Sanitary Sewer estimated demand: 4.9 gpd/1000 sq. ft.

Table 7 Existing Wastewater Treatment Facility Capacity Calculations

	Total (MGD)
Permitted WWTF AADF Capacity[(1)]	0.600
Current AADF Capacity[(2)]	0.430
Reserved Allocations[(3)]	0.120
Yearly Projected Demand[(4)]	0.011
Facility Capacity[(5)]	0.561
Available Capacity[(6)]	0.039
Available Capacity with FLUM Amendment	-0.095

Table Footnotes:

(1)FDEP Permit # FL0020907

(2)Bunnell Wastewater Treatment Facility (WWTF) data logs as of 7/31/25

(3)Bunnell reserved capacity for pending development as of 7/31/25

(4)Bunnell Water Supply Facilities Work Plan 2022 – 2025

(5)Facility Capacity: Current AADF Capacity + Reserved Allocations + Projected Demand

(6)Available Capacity: Permitted WWTF Capacity - Facility Capacity

Table 8 Future Wastewater Treatment Facility Capacity Calculations

	Total (MGD)
Permitted WWTF AADF Capacity	1.200
Current AADF Capacity[(1)]	0.430
Reserved Allocations[(2)]	0.120
Yearly Projected Demand[(3)]	0.011
Facility Capacity[(4)]	0.561
Available Capacity[(5)]	0.639
Available Capacity with FLUM Amendment	0.505

Table Footnotes:

(1)Bunnell Wastewater Treatment Facility (WWTF) data logs as of 7/31/25

(2)Bunnell reserved capacity for pending development as of 7/31/25

(3)Bunnell Water Supply Facilities Work Plan 2022 – 2025

(4)Facility Capacity: Current AADF Capacity + Reserved Allocations + Projected Demand

(5)Available Capacity: Permitted WWTF Capacity - Facility Capacity

6.4 Sanitary Sewer Analysis Findings

The analysis shows there is not enough capacity to accommodate the FLUM Amendment's demand of 0.134 MGD; however, the City's WWTF is currently under construction that will increase the permitted capacity to 1.200 MGD from 0.600 MGD, and it is expected to be completed by the end of 2026. With the increased capacity after completion, there will be adequate capacity, as shown in Table 8 (assuming all variables remain the same), for sanitary sewer to satisfy the needs for the proposed amendment's area. The amendment area is not within the existing service area of the City. The developer will be required, upon development review, to coordinate with the City to extend the service lines to the amendment area. They will be required to obtain all necessary FDEP and/or SJRWMD permits prior to development.

6.5 Solid Waste Analysis

The proposed FLUM/zoning amendment will not have a significant impact on the City's solid waste services. Any deficits in the City's Level of Service at time of development will be timely addressed with an agreement between the City and the developer.

6.6 Stormwater Management

The development of the area will be subject to the stormwater regulations of the SJRWMD and the City of Bunnell. Stormwater management facilities will be required to be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition. The design storms to be considered shall be the 25-year/24-hour storm and the 100-year/24-hour storm. All appropriate site-specific stormwater permits and environmental assessments will need to be obtained prior to the start of any development. Additionally, the City will enforce comprehensive policies to reduce development within Special Flood Hazard Areas (SFHA) that are not suitable for development. Chapter 10 in the City's LDC regulates any and all development within FEMA SFHA.

The area currently has approximately 87.3± acres located within FEMA Flood Zone A, 20.29± acres within FEMA Flood Zone AE, and 6.54± acres within FEMA Flood Zone X that has a 2% annual chance of flood hazard.

6.7 Transportation Impact Analysis

A Traffic Impact Analysis (TIA) was performed by Luke Transportation Engineering Consultants, Inc. to assess the potential impact of the proposed amendments in accordance with the Volusia-Flagler TPO Transportation Impact Analysis Guidelines and is attached as ***Appendix A.*** It was amended to reflect the recent changes to the application such as reducing the site from 1,842± acres to 1,259± acres.

6.8 Public Schools Impact Analysis

The proposed FLUM/zoning amendment will not have any impacts on public schools as there is no residential density contained within the amendment.

6.9 Public Safety Impact Analysis

The City of Bunnell currently serves its community with its police department and through and Interlocal Agreement with the Flagler County Sheriff Department. Fire and EMS is currently served by Flagler County through an Interlocal Agreement. The City will be coordinating with the County prior to adoption of this amendment to determine any impacts to the levels of service for fire and EMS. If any impacts are identified, it will be addressed through site specific policies, development agreements, and/or at time of development review.

7. Suitability Analysis

7.1 Soils Map Information

The amendment's area contains the following soils types as indicated on the National Cooperative Soil Survey:

- 09 EauGallie fine sand
- 08 Hicoria, Riviera, and Gator Soils, depressional
- 16 Malabar fine sand
- 07 Favoretta, Chobee, and Winder soils, frequently flooded
- 04 Wabasso fine sand
- 14 Pineda fine sand
- 11 Myakka fine sand
- 12 Placid, Basinger, and St. Johns soils, depressional
- 21 Smyrna fine sand

7.2 Wetland Information

There are wetlands located within the amendment's area that are listed in the U.S. Fish & Wildlife Service's National Wetland Inventory. To summarize, the following are the approximate wetlands located within the area:

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

7.3 Topography Information

No data was collected with regards to the topography of the amendment's area.

7.4 Threatened, Endangered, and Protected Species

No data was collected with regards to the threatened, endangered, and protected species of the amendment's area.

8. Comprehensive Plan Analysis

This Comprehensive Plan analysis reviews a proposed large-scale amendment to the Future Land Use Map (FLUM) inclusive of proposed site-specific text policies. The purpose of this analysis is to determine whether the proposed amendment aligns with the applicable Goals, Objectives, and Policies set forth in the adopted 2035 Comprehensive Plan, which guides the City's long-term growth and development. Through this analysis, we aim to ensure the proposed changes support sustainable development, preserve neighborhood character, and enhance quality of life for current and future residents for not only the City of Bunnell, but also for the surrounding unincorporated Flagler County. In addition, the applicant has supplied a justification/comprehensive plan analysis for this proposed large-scale FLUM/zoning amendment and is attached as ***Appendix B***.

8.1 Future Land Use Element

FLU Goal 1 Natural Resources

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

FLU Objective 1.1

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

FLU Policy 1.1.3

During the review of requests for plan amendments, topography, vegetation, wildlife habitat, flood hazard, the 100-year flood plain and soils for the areas to be amended will be analyzed and specific findings made as part of the plan amendment process.

Analysis: The plan amendment was reviewed, and findings were made and included within this data analysis report. The area consists of Freshwater Forested/Shrub Wetlands and Freshwater Emergent Wetlands as shown in the National Wetlands Inventory. The site also contains flood zones A, AE, and X with 0.2% Annual Chance Flood Hazard. There are also a variety of soil types. Of these soil types, the most sensitive and concerning soils include 08 Hicoria, Riviera, and Gator Soils, Depressional; 07 Favoretta, Chobee, and Winder Soils, Frequently Flooded; and 12 Placid, Basinger, and St. Johns Soils, Depressional. There are no development plans at this time. When the property is planned for development, the City will follow all applicable policies and LDC requirements, as well as best management practices, to ensure wetlands, flood hazard areas, and other natural environmental features are being preserved and not subject to development. Wildlife habitat was not included in the analysis but will be analyzed during site development review as per the City's LDC requirements.

FLU Objective 1.2

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

FLU Policy 1.2.1

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

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

Analysis: The application was revised to reduce the total acreage so that the land to be amended no longer includes the properties abutting the residences along County Road 304. The intensity of the development is being limited per FLU Policy 10.1 that limits the intensity to 0.5 FAR and 70% impervious surface coverage. Due to the presence of documented wetlands within the amendment boundaries, the City will require, at time of development, for all structures and impervious area to be clustered on the upland portions of the site. Any impacts to sensitive environmental features will require approval from SJRWMD and any other agency with jurisdiction over the site.

FLU Goal 2 Facilities and Services

Maintain City facilities and services by providing established levels of service for development.

FLU Objective 2.1

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

FLU Policy 2.1.3

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

Analysis: An evaluation was provided that assess the availability of potable water and sanitary sewer to serve the site if it was amended to Industrial land use. The evaluation concluded that there will be water and sewer available to the site based on current utility data, project capital construction, and the maximum potential of the FLUM amendment.

FLU Policy 2.1.5

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

FLU Policy 2.1.7

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

Analysis: At time of development, the City will require that the site have utilities extended to serve the site subject to the FLUM amendment. A development agreement will be made if necessary to ensure the site is served by the City of Bunnell utilities.

FLU Goal 5 Urban Sprawl

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

FLU Objective 5.1

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

FLU Policy 5.1.3

The conversion of Agricultural lands to urban development or uses shall only be permitted consistent with the Comprehensive Plan need for growth and economic

development during the planning time frame and such conversion shall not contribute to leapfrog or scattered development patterns.

Analysis: This amendment is requested with the intention to promote industry within the City. The amendment is expected to increase economic development so as to increase and balance the tax base of the City with the goal of creating sustainable, high-wage jobs for the citizens and the surrounding areas.

FLU Policy 7.1

The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities, and intensities.

Analysis: As part of the review process, the surrounding properties and future land use categories were taken into consideration when evaluating the compatibility of this FLUM amendment. To ensure compatibility with the adjacent rural Bunnell and Unincorporated Flagler County designations, the applicant has proposed conditions to the approval that eliminates certain permittable uses and to require a 100ft buffer around the perimeter of the subject site that includes a 6ft landscaped berm. In the City's land development regulations, the proposed companion zoning amendments are required to adhere to adopted performance standards intended to reduce the potential adverse effects that a use within such zoning district might have on the surrounding areas.

8.2 Traffic Circulation Element

TC Goal 2 Coordinate Transportation Network with Future Land Use Plan

The transportation network should coordinate with the Future Land Use Plan in an effort to reduce urban sprawl, create infill and redevelopment opportunities, and encourage a healthy and vibrant city.

TC Objective 2.1 Future Land Use, Housing and Population

The City shall coordinate the transportation system with the Future Land Use Map series and shall ensure that existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve these areas.

TC Policy 2.1.2

Applications for future land use amendments to more intensive designations shall be accompanied by a traffic impact study analyzing the impacts of the development allowed by the new category on the City-wide transportation system as appropriate.

TC Policy 2.1.3

The City shall review all future land use and zoning map amendments to determine the impact of the amendment on the level of service for all roadways impacted by the amendment.

Analysis: The applicant has submitted a Traffic Impact Analysis (TIA) with the request for a zoning map and FLUM amendments. The TIA analyzes the potential impact on the roadways and surrounding intersections based on the maximum potential allowed under the map amendments. Based on the analysis, only the roadway segment between Commerce Parkway/Belle Terre Pkwy and the first two segments of Belle Terre Parkway is expected to exceed the LOS. All mitigation improvements will be identified in a Traffic Impact Study at time of development and will be required to be implemented prior to full buildout.

8.3 Conservation Element

CON Objective 1.9

The City shall maintain and enforce the future land use plan adopted in the Comprehensive Plan, and land development regulations that include performance criteria designed to protect and conserve surface waters, flood plains, groundwater resources and wetlands from physical and hydrologic alterations and direct incompatible land uses away from these resources.

CON Policy 1.9.2

Future land uses which are incompatible with the protection and conservation of surface waters, floodplains, groundwater resources and wetlands and their functions shall be directed away from these resources.

CON Policy 1.9.3

The type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and location of the City's resources are land use factors which shall be considered when directing incompatible land uses away from wetlands.

Analysis: The FLUM amendment is proposed for the entirety of the subject property. There are considerable wetlands located on the property according to the national wetlands inventory map. Site specific policies are being proposed to limit the types of uses that can occur on the subject property. Furthermore, when development is proposed for the area, the City shall require that development is directed away from the designated wetlands and clustered on the upland portions of the property. All environmental regulations between the SJRWMD and the City of Bunnell will be required to be followed to ensure the preservation of the natural resources and their orderly functions on the surrounding environment.

8.4 Comprehensive Plan Consistency Analysis Findings

The proposed large-scale FLUM amendment to the Bunnell 2035 Comprehensive Plan has been evaluated against the goals, objectives, and policies outlined in the comprehensive plan that are applicable to this proposed requested amendment. The analysis finds the amendment to be consistent with the City's adopted comprehensive plan as provided based on the available information as required and provided by the applicant.

August 2025

US 1 INDUSTRIAL PARK SITE

(ZL 2025-02)

CITY OF BUNNELL, FLORIDA

Transportation Demand Analysis for a Comprehensive Policy Plan Amendment

luke transportation engineering consultants

LTEC № 25-1201

US 1 INDUSTRIAL PARK SITE

(ZL 2025-02)

CITY OF BUNNELL, FLORIDA

Transportation Demand Analysis for a

Comprehensive Policy Plan Amendment

Prepared for:

Grove Scientific and Engineering

6140 Edgewater Drive, Suite F

Orlando, FL 32801

Prepared by:

Luke Transportation Engineering Consultants, Inc.

P. O. Box 941556

Maitland, Florida 32794-1556

August 2025

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INTRODUCTION

Purpose

The purpose of this study is to assess a Comprehensive Policy Plan Transportation Amendment for the US 1 Industrial Park Site development of a number of parcels (See **Appendix A)** located in the City of Bunnell, Florida. This development site has been reduced from a total ±1,842-acres to a development site that will total ±1,259-acres[1] of which ±629.5-acres will be developable and ±629.5-acres will be wetlands/conservation areas. In addition no connection to CR 304 (Bunnell Road) will be provided.

Figure 1 depicts the location of the US 1 Industrial Park Site development and the adjacent roadway network. This analysis was undertaken to support an application to amend the Comprehensive Plan, changing the future land use designation from Agriculture & Silviculture (AG&S) to Industrial. **Table 1** is a comparison showing the development density for the Adopted Future Land Use (AFLU) Agriculture & Silviculture and the proposed future land use (PFLU) Industrial.

TABLE 1
PROPERTY LAND USE COMPARISON

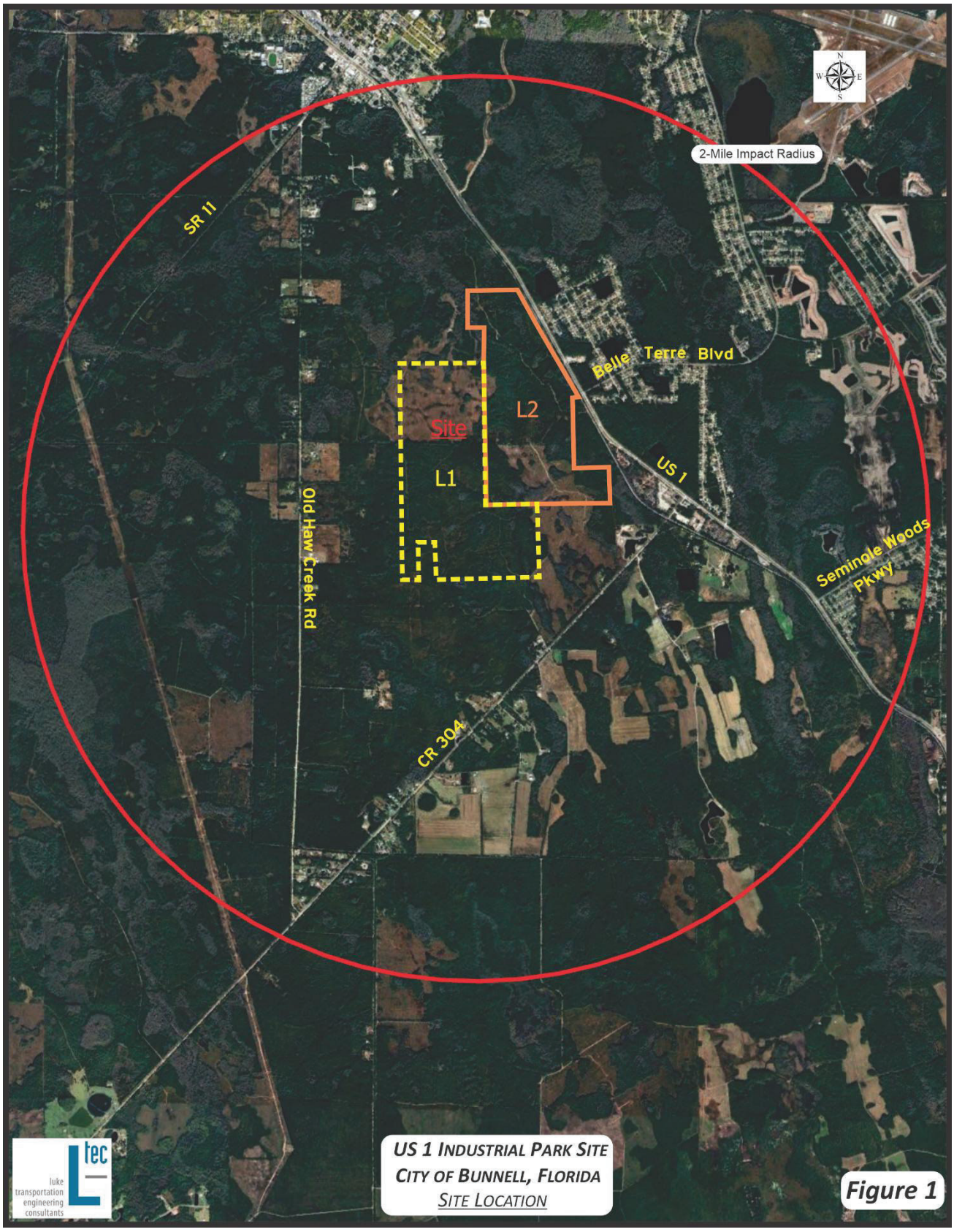
Adopted Future Land Use (AFLU)		**AG&S Development Density (1)**	
Land Use Category	**Size**	**Short Term 2030**	**Long Term 2035**
Agricultural & Silviculture	1,259 Acres	252 DU	252 DU
Proposed Future Land Use (PFLU)		**Development Density (2)**	
Land Use Category	**Size**	**Short Term 2030**	**Long Term 2035**
Industrial	1,259 Acres	3,000,000 SF	13,710,510 SF

(1) AFLU - 1 DU per 5 Acres
(2) PFLU - 0.5 FAR of Developable Acreage
Luke Transportation Engineering Consultants, Inc., 2025

Study Methodology

The methodology used for this study was developed to be consistent with the transportation methodology standards for a Transportation Demand Analysis Comprehensive Policy Plan Amendment. Data utilized in the study consisted of land use data provided by Project planners, traffic volume data/level of service standards obtained from the City of Bunnell, Flagler County, and Florida DOT. Based upon the study methodology assumptions, the impact area will consist of collector and arterial roadways within a 2-mile radius impacted by P.M. peak hour peak direction Project trips that are equal to or greater than 3% of the adopted level of service (LOS) capacity of the study roadways.

[1] Final net developable acreage is subject to final wetland and other geotechnical and environmental studies which shall be submitted at each respective phase of development. This traffic analysis will be updated as future phases submit for site plan development are submitted.



US 1 Industrial Park Site
City of Bunnell, Florida
Site Location

Figure 1

Table 2 was developed to show the Project impact area based on 3% of the adopted level of service (LOS) P.M. peak hour peak direction service volume threshold. **Table 2** lists the State, County, and City roads, lists the number of lanes, the adopted LOS standard, adopted service volume, 3% threshold volume, Project trip distribution based on the CFRPM V 7.0 2030/2035 Long-term Transportation Model assignment for the Industrial Park PFLU, maximum Project trip volume for each roadway segment and a determination of significance.

Based on the minimum 3% criteria, all but one of the study roadways within the impact area are 3% significantly impacted. SR 11 is not significantly impacted. Therefore, all the study roadway segments within the 2-mile impact area will be included in the analysis.

TABLE 2
2-Mile Radius Impact Study Impact Area Determination

Roadway Name		# of	Adopted (1)			Project Trip Distribution		2-Way Project	Project P.M. Peak	
			Functional (2)		Service				% of	3%
From	To	Lanes	Class	LOS	Volume	2030	2035	Trips (3)	LOS Std.	Impact
US 1 (SR 5)										
Marco Polo Blvd	Seminole Woods Blvd	4LD	Principal Arterial	D	5,290	29.0%	29.0%	604	11.42%	Yes
Seminole Woods Blvd	CR 304	4LD	Principal Arterial	D	5,290	37.6%	43.0%	896	16.94%	Yes
CR 304	Belle Terre Blvd	4LD	Principal Arterial	D	5,290	44.2%	43.4%	921	17.41%	Yes
Belle Terre Blvd	SR 100	4LD	Principal Arterial	D	5,290	69.2%	68.9%	1,441	27.24%	Yes
SR 11										
US 1	CR 304	2L	Minor Arterial	D	2,020	0.9%	0.9%	19	0.94%	No
CR 304 (Bunnell Road)										
US 1	SR 11	2L	Minor Collector	D	2,020	6.3%	5.6%	131	6.49%	Yes
Belle Terre Parkway										
US 1	Citation Pkwy	2L	Arterial	D	2,020	25.0%	25.5%	531	26.29%	Yes
Citation Pkwy	Zaun Tr	2L	Arterial	D	2,020	24.1%	24.6%	512	25.35%	Yes
Seminole Woods Parkway										
US 1	Sesame Blvd	2L	Collector	D	2,020	8.6%	8.5%	179	8.86%	Yes

1. From FDOT 2023 Multimodal QLOS Handbook
2. Adopted LOS roadway standard from City of Bunnell, Palm Coast, and Flager County Comprehensive Plans.
3. Maximum Project trips based on Project Percent Distribution of 2030 PFLU or 2035 PFLU
Luke Transportation Engineering Consultants, Inc., 2025

Proposed Development

The future Adopted Future Land Use for the property included in this study is Agriculture & Silviculture (AG&S). The development density under the AFLU is one (1) single family dwelling unit (DU) per 5-acres. Thus, the AG&S AFLU development density is 252 single family dwelling units (see **Table 1**).

The proposed land use for the property is Industrial (see **Table 1**). The proposed zoning is Industrial Park (L-1 and L-2). The proposed short-term (2030) density is for 3,000,000 square feet of Industrial Park. The long-term (2035) density is for a maximum of 13,710,510 square feet of Industrial Park.

To determine the impact of these development scenarios under the current AG&S AFLU and the proposed Industrial PFLU an estimate of the trip generation characteristics was determined. This included the determination of the site's trip generation and distribution/assignment of these trip generation characteristics to the study roadways.

Trip Generation

The trip generation was calculated utilizing the ***12th Edition ITE Trip Generation Report***, 2025 data. Trip generation calculations for the AG&S 2030/2035 AFLU land use category, the short-term 2030 Industrial PFLU land use catergory Industrial Park, and the long-term 2035 Industrial PFLU land use catergory Industrial Park are summarized in **Table 3**. This summarizes the Daily and P.M. peak hour trip ends for the AFLU and the PFLU development densities. No internal trip capture or pass-by trip capture was utilized in this analysis.

Per the Comprehensive Plan procedure of subtracting AG&S AFLU density development trips from the short-term (2030) PFLU density development trips, the Industrial Park land use change will result in a 2030 increase of 4,630 two-way Daily vehicle trip ends and 370 two-way P.M. peak hour vehicle trips ends. Subtracting AG&S AFLU density development trips from the long-term (2035) PFLU density development trips, the Industrial land use change will result in a 2035 increase of 26,481 two-way Daily vehicle trip ends and 2,083 two-way P.M. peak hour vehicle trips ends.

Trip Distribution

The distribution and assignment of project trips were based upon the CFRPM V7 2030/2035 Long-term Transportation Model assignments (the 2030 model was used for the 2030 short-term analysis Project trip distribution and the 2035 model was used for the 2035 long-term analysis Project trip distribution). The model network included all planned and programmed roadways and improvements within the impact area. The socioeconomic data used reflects the 2030/2035 model analysis years, which include a reasonable assessment of future development patterns. The socioeconomic data was

updated to reflect the proposed development in a separate traffic zone. Subsequently, a selected zone assignment was performed to determine distribution of site trips in the impact area to the area roadways. Copies of the model plots are in the following figures: **Figure 2** – 2030 AG&S AFLU plot, **Figure 3** 2035 AG&S AFLU Plot, **Figure 4** 2030 Industrial PFLU plot, and **Figure 5** 2035 Industrial PFLU plot.

TABLE 3
AG&S AFLU Estimated Trip Generation (1)

			Trip Generation Rates				Traffic Volumes			
				P.M. Peak Hour				P.M. Peak Hour		
Land Use	**Size**	**ITE Code (2)**	**Daily**	**Total**	**Enter**	**Exit**	**Daily**	**Total**	**Enter**	**Exit**
Single Family Detached Housing	252 DU	210 / E	9.12	0.89	0.55	0.34	2,297	225	138	87
						Total	***2,297***	***225***	***138***	***87***

Industrial PFLU 2030 Industrial Park Estimated Trip Generation (1)

			Trip Generation Rates				Traffic Volumes			
				P.M. Peak Hour				P.M. Peak Hour		
Land Use	**Size**	**ITE Code (2)**	**Daily**	**Total**	**Enter**	**Exit**	**Daily**	**Total**	**Enter**	**Exit**
L-1/L-2 - Industrial Park	3,000,000 SF	130 / E	2.31	0.20	0.06	0.14	6,927	595	167	428
						Total	***6,927***	***595***	***167***	***428***
Proposed 2030 Future Land Use (PFLU) - Adopted Future Land Use (AFLU) = Increase / (Decrease)							***4,630***	***370***	***29***	***341***

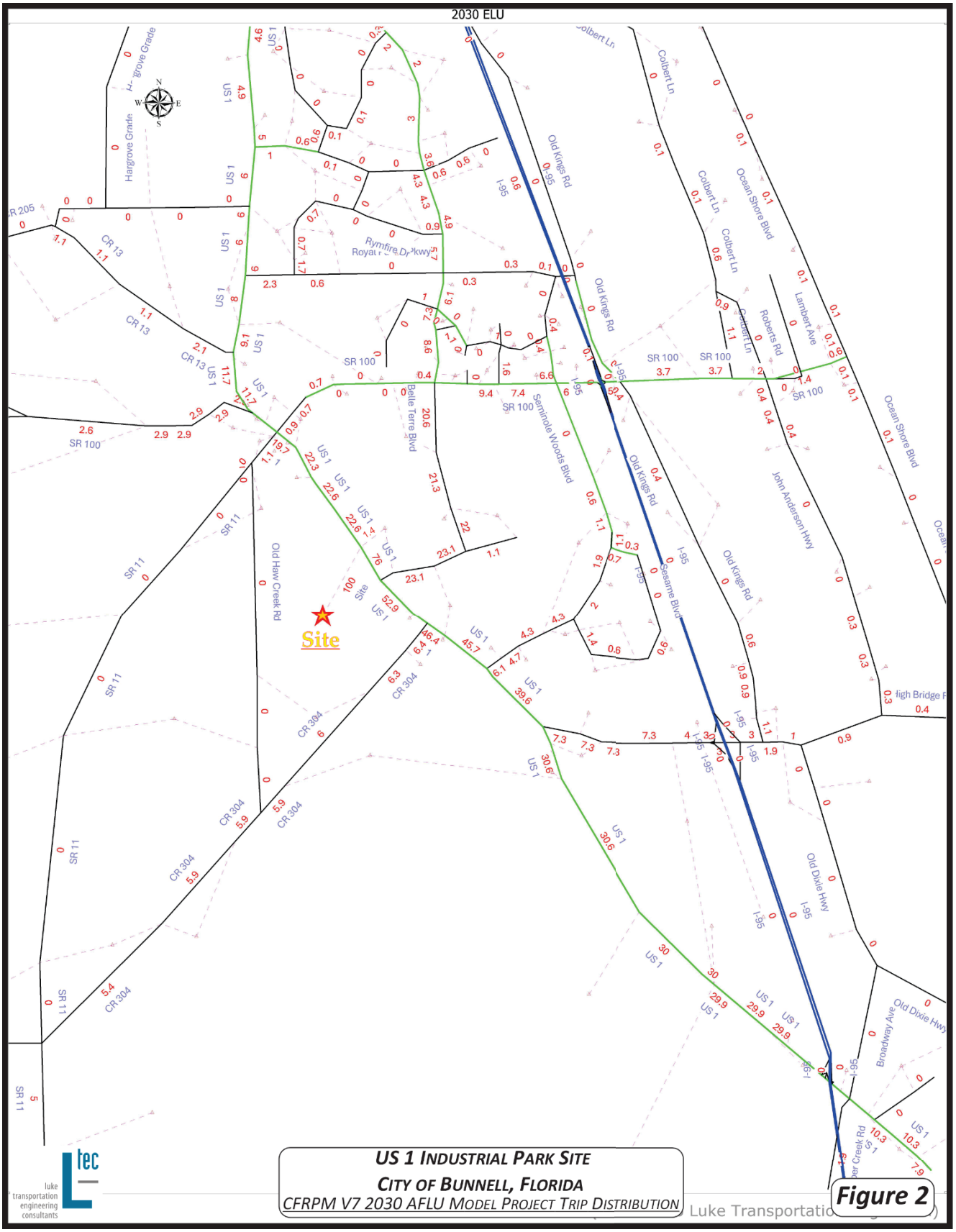
Industrial PFLU 2035 Industrial Park Estimated Trip Generation (1)

			Trip Generation Rates				Traffic Volumes			
				P.M. Peak Hour				P.M. Peak Hour		
Land Use	**Size**	**ITE Code (2)**	**Daily**	**Total**	**Enter**	**Exit**	**Daily**	**Total**	**Enter**	**Exit**
L-1/L-2 - Industrial Park	13,710,510 SF	130 / E	2.10	0.17	0.05	0.12	28,778	2,308	646	1,662
						Total	***28,778***	***2,308***	***646***	***1,662***
Proposed 2035 Future Land Use (PFLU) - Adopted Future Land Use (AFLU) = Increase / (Decrease)							***26,481***	***2,083***	***508***	***1,575***

(1) Trip generation calculations from 12th Edition of ITE Trip Generation Report, 2021.
(2) ITE Land Use Code Number / E = Fitted Curve Equation ($R^2 \geq 0.75$) or R = Average Trip Rate,

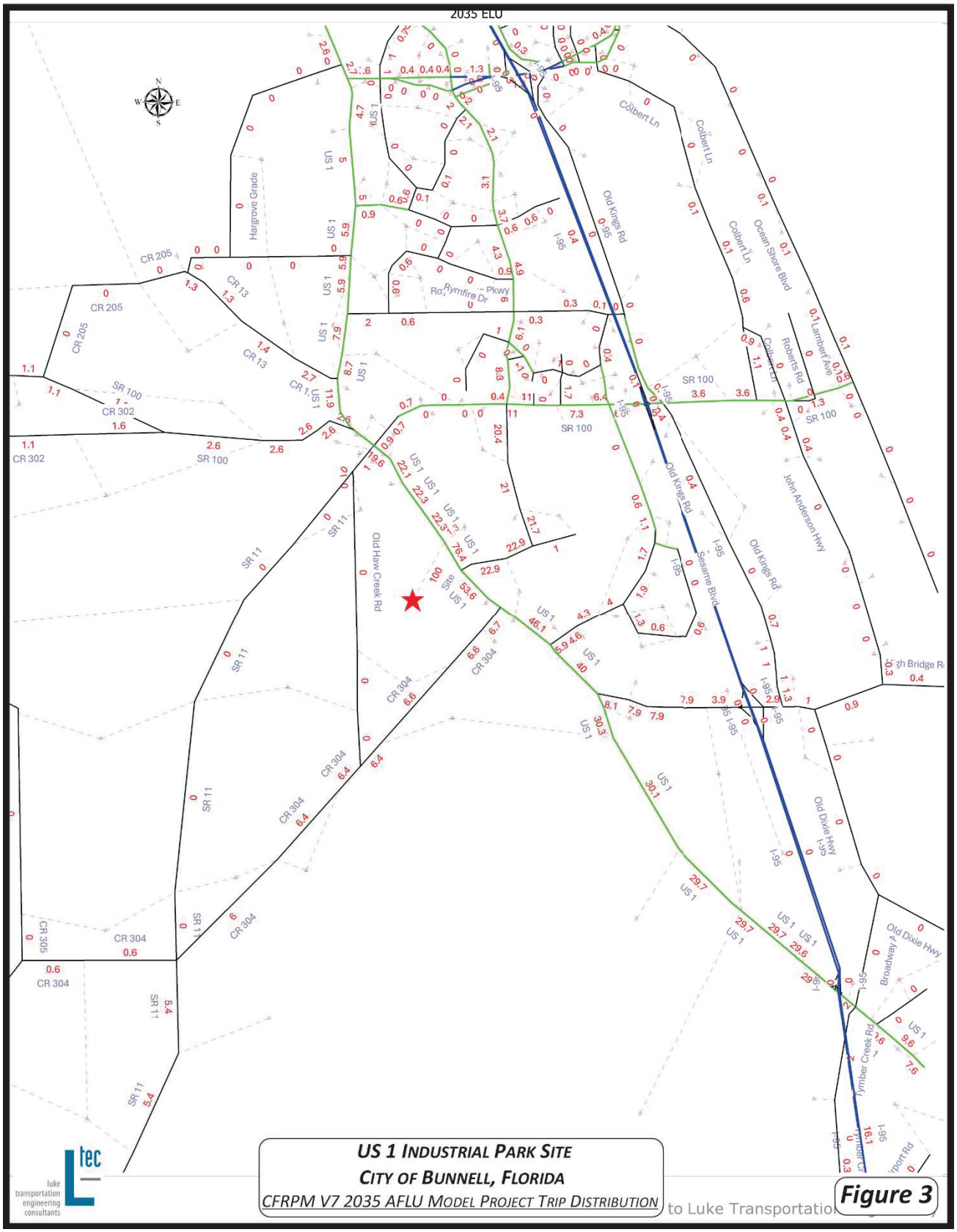
ITE Land Use Code 210 - Single Family Dwelling Units (All Vehicles)	
Daily - (T) = 0.07 x (X) + 265,45 Enter 50%/Exit 50% (R^2 = 0.94)	*X = DU*
P.M. Peak Hour - Ln(T) = 0.92 x LN(X) + 0.33, Enter 62%/Exit 38% (R^2 = 0.90)	
ITE Land Use Code 130 - Industrial Park (All Vehicles)	
Daily - T = 2.04 x (X) + 808.48, Enter 50%/Exit 50% (R^2 = 0.84)	*X = KSF*
P.M. Peak Hour - T = 0.16 x (X) + 114.29, Enter 28%/Exit 72% (R^2 = 0.80)	

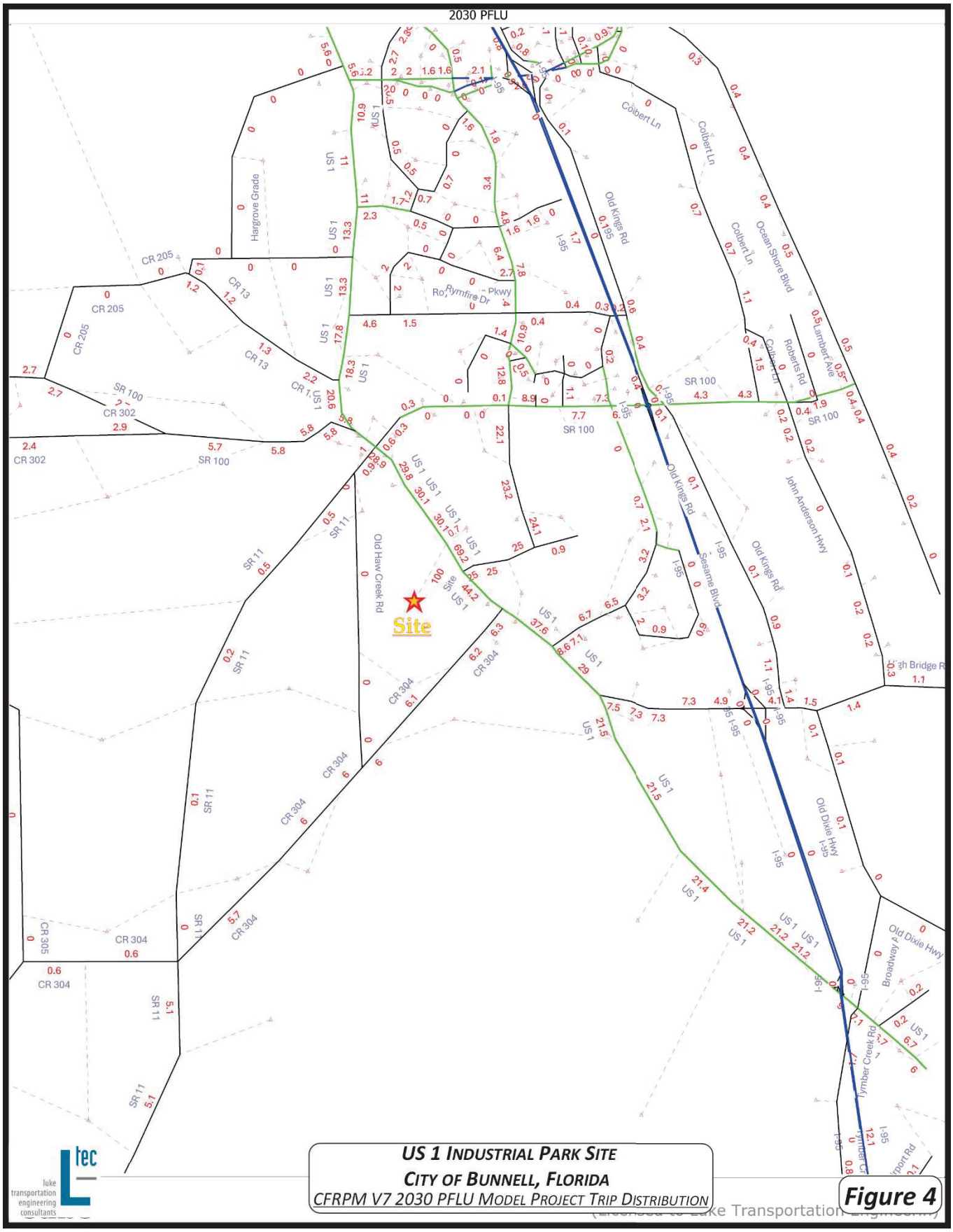
Luke Transportation Engineering Consultants, Inc., 2025



US 1 INDUSTRIAL PARK SITE
CITY OF BUNNELL, FLORIDA
CFRPM V7 2030 AFLU MODEL PROJECT TRIP DISTRIBUTION

Figure 2

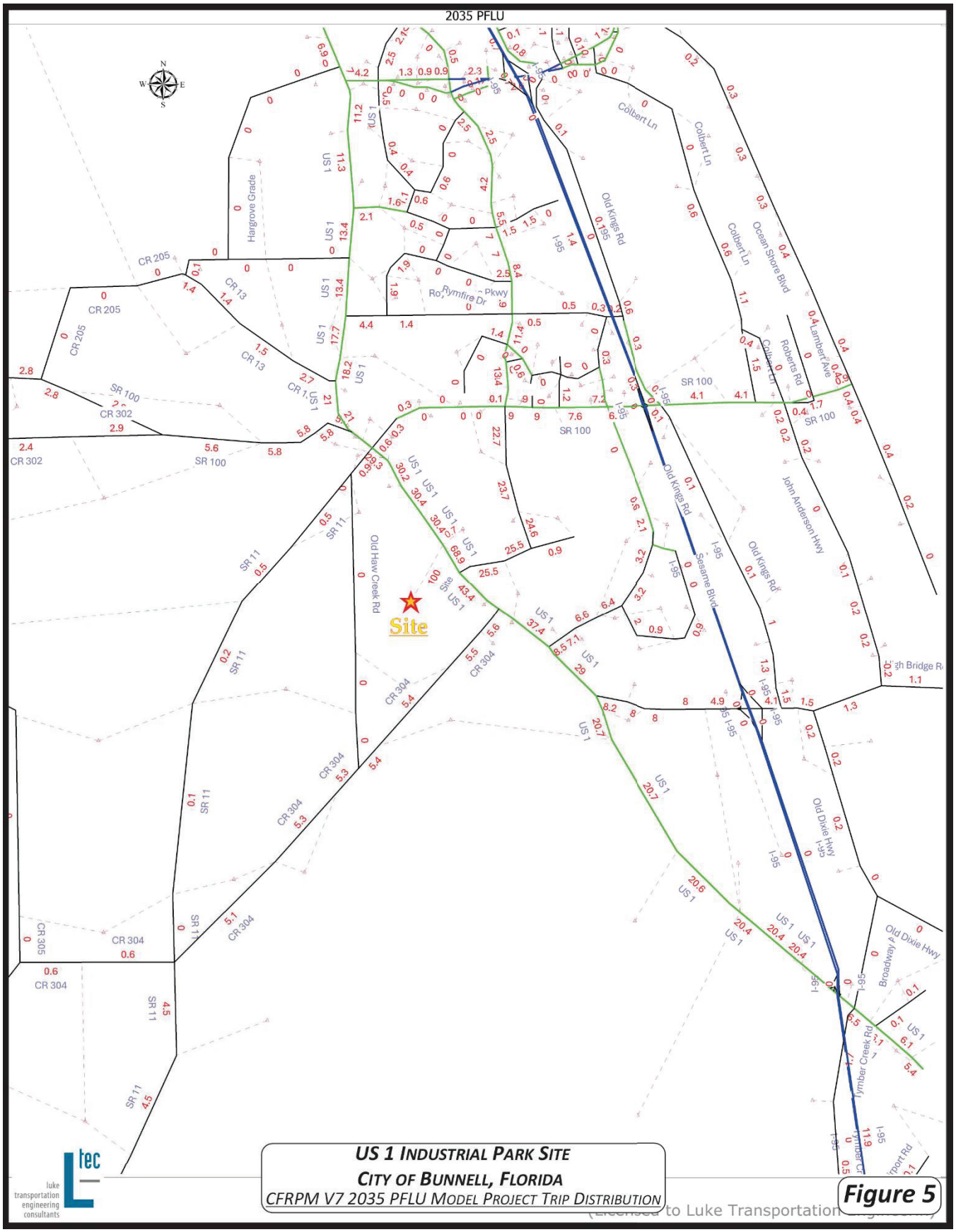

2035 ELU
US 1 INDUSTRIAL PARK SITE
CITY OF BUNNELL, FLORIDA
CFRPM V7 2035 AFLU MODEL PROJECT TRIP DISTRIBUTION
Figure 3



US 1 INDUSTRIAL PARK SITE
CITY OF BUNNELL, FLORIDA
CFRPM V7 2030 PFLU MODEL PROJECT TRIP DISTRIBUTION

Figure 4

(Licensed to Luke Transportation Engineering)



US 1 INDUSTRIAL PARK SITE
CITY OF BUNNELL, FLORIDA
CFRPM V7 2035 PFLU MODEL PROJECT TRIP DISTRIBUTION

Figure 5

(Licensed to Luke Transportation Engineering)

Existing Traffic Conditions

The existing traffic operations in the vicinity of the site were evaluated for the significantly impacted roadways within the impact area. This included the area's major roadways which were analyzed for Daily and P.M. peak hour conditions.

Roadway Level of Service Analysis

Table 4 is a summary of traffic parameters and existing level of service (LOS) for the study roadway segments to be evaluated by the proposed land use change. This table lists the numbers of lanes, roadway functional classification, City/County/State adopted LOS standard and current FDOT roadway service volume for each roadway segment. This table shows the current Daily and P.M. peak hour traffic volumes, and the current P.M. peak hour 2-way LOS for each of the study roadway segments. As **Table 4** shows, all of the study roadways currently operate at acceptable levels of service.

TABLE 4
Study Roadway Parameters and Existing Level of Service

Roadway Name		# of	Adopted (1)			Traffic Volumes (3)			Meets
			Functional (2)		Service		PM Pk		LOS
From	To	Lanes	Class	LOS	Volume	Daily	Trips	LOS	Std?
US 1 (SR 5)									
Marco Polo Blvd	Seminole Woods Blvd	4LD	Principal Arterial	D	5,290	8,300	750	B	Yes
Seminole Woods Blvd	CR 304	4LD	Principal Arterial	D	5,290	8,300	750	B	Yes
CR 304	Belle Terre Blvd	4LD	Principal Arterial	D	5,290	13,400	1,210	B	Yes
Belle Terre Blvd	SR 100	4LD	Principal Arterial	D	5,290	13,400	1,210	B	Yes
SR 11									
US 1	CR 304	2L	Minor Arterial	D	2,020	4,900	470	C	Yes
CR 304 (Bunnell Road)									
US 1	SR 11	2L	Minor Collector	D	2,020	1,700	160	A	Yes
Belle Terre Boulevard									
US 1	Citation Pkwy	2L	Arterial	D	2,020	4,700	420	C	Yes
Citation Pkwy	Zaun Tr	2L	Arterial	D	2,020	7,000	630	A	Yes
Seminole Woods Parkway									
US 1	Sesame Blvd	2L	Collector	D	2,020	7,200	650	A	Yes

1. From FDOT 2023 Multimodal QLOS Handbook
2. Adopted LOS roadway standard from City of Bunnell, Palm Coast, and Flager County Comprehensive Plans.
3. From FDOT 2024 traffic counts
Luke Transportation Engineering Consultants, Inc., 2025

Planned/Programmed Roadway Improvements

Based on a review of the current City of Bunnell, Flager County TIP and the FDOT 5-year work program, there are no short-term (2030) Planned or Programmed roadway construction improvements for the study roadways.

The City of Bunnell has moved the long-term (2035) planned improvement to widen CR 304 (Bunnell Road) to a four-lane divided roadway to the top of the County's current 5-year transportation plan with FDOT. However, funding has not yet been established.

Table 5 is a summary of the 2030 and 2035 traffic parameters for the study roadway segments to be impacted by the proposed land use change. This table lists the numbers of lanes, roadway functional classification, City/County/State adopted LOS standard and roadway service volume (Daily and Two-Way Peak Hour) for each roadway segment.

TABLE 5
2030/2035 Study Roadway Service Volumes

Roadway Name		2030 & 2035 # Lanes	Roadway Service Volumes Daily Capacity Table (1)					2030 & 2035 # Lanes	Roadway Service Volumes Peak Hour Two-Way Capacity Table (1)				
From	To												
US 1 (SR 5)			A	B	C	D	E		A	B	C	D	E
Marco Polo Blvd	Seminole Woods Blvd	4LD	0	3,040	4,350	5,290	6,070	4LD	0	32,000	45,800	55,700	63,900
Seminole Woods Blvd	CR 304	4LD	0	3,040	4,350	5,290	6,070	4LD	0	32,000	45,800	55,700	63,900
CR 304	Belle Terre Blvd	4LD	0	3,040	4,350	5,290	6,070	4LD	0	32,000	45,800	55,700	63,900
Belle Terre Blvd	SR 100	4LD	0	3,040	4,350	5,290	6,070	4LD	0	32,000	45,800	55,700	63,900
SR 11			A	B	C	D	E		A				
US 1	CR 304	2L	0	0	1,760	2,020	2,020	2L	0	0	19,600	22,400	22,400
CR 304 (Bunnell Road)			A	B	C	D	E		A				
US 1	SR 11	2L	0	0	1,760	2,020	2,020	2L	0	0	19,600	22,400	22,400
Belle Terre Boulevard			A	B	C	D	E		A				
US 1	Citation Pkwy	2L	0	0	1,760	2,020	2,020	2L	0	0	19,600	22,400	22,400
Citation Pkwy	Zaun Tr	2L	0	0	1,760	2,020	2,020	2L	0	0	19,600	22,400	22,400
Seminole Woods Parkway			A	B	C	D	E		A				
US 1	Sesame Blvd	2L	0	0	1,760	2,020	2,020	2L	0	0	19,600	22,400	22,400

1. From FDOT 2023 Multimodal QLOS Handbook
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Projected Traffic Transportation Assessment

Projected 2030 roadway segment Background traffic volumes were calculated per the River to Sea Transportation Planning Organization (R2STPO) Volusia County/Flagler County guidelines. Per the R2STPO guidelines, Background traffic volumes were developed via an incremental approach using five or ten years of historical traffic counts (copies of the 5-year historical traffic trend projections are included in **Appendix B**). When the historical trend analysis for an RSQ was equal to or greater than 0.7, based on historical counts, and the trend growth rate was negative growth, a minimum 1% annual growth rate per year was applied to the existing traffic volume and vested trips (if available) were added. If the historical trend analysis for an RSQ was equal to or greater than 0.7 and the trend growth rate was less than or equal to a 3% annual growth rate, Background traffic was then projected as existing traffic grown by the calculated annual growth rate (minimum 1% annual growth rate per year) plus vested trips (if available). If the historical trend analysis for an RSQ was equal to or greater than 0.7 and the trend growth rate was greater than a 3% annual growth rate, Background traffic was then projected as the maximum of the vested trips (if available) or the trend analysis percent annual growth rate calculated. **Table 6** presents the 2030 and 2035 Background traffic volume calculation for each roadway segment.

TABLE 6
Projected 2030 and 2035 Background Traffic Volumes

Roadway Name		Table 2 Existing	Vested Trips	Historical	2030 Background			Historical	2035 Background		
From	To	PM Pk Dr	(1)	FDOT Traffic Growth % (2)	Growth Trips (3)	Total Trips (4)	Growth Factor (5)	FDOT Traffic Growth % (6)	Growth Trips (7)	Total Trips (8)	Growth Factor (9)
US 1 (SR 5)											
Marco Polo Blvd	Seminole Woods Blvd	750	325	-10.43%	371	1,121	149%	-5.69%	57	1,178	105%
Seminole Woods Blvd	CR 304	750	281	-10.43%	327	1,077	144%	-5.69%	55	1,132	105%
CR 304	Belle Terre Blvd	1,210	490	3.73%	490	1,700	140%	2.04%	180	1,880	111%
Belle Terre Blvd	SR 100	1,210	264	3.73%	298	1,508	125%	2.04%	160	1,668	111%
SR 11											
US 1	CR 304	470	0	6.53%	217	687	146%	3.56%	131	818	119%
CR 304 (Bunnell Road)											
US 1	SR 11	160	0	4.82%	52	212	133%	2.63%	29	241	114%
Belle Terre Boulevard											
US 1	Citation Pkwy	420	184	3.90%	184	604	144%	2.13%	67	671	111%
Citation Pkwy	Zaun Tr	630	167	7.38%	336	966	153%	4.03%	211	1,177	122%
Seminole Woods Parkway											
US 1	Sesame Blvd	650	310	8.80%	428	1,078	166%	4.80%	285	1,363	126%

(1) Vested Traffic counts from City of Palm Coast Transportation Facility Report May 2024.
(2) From FDOT 2024 Traffic Counts. Five year (2020 - 2024) Historical AADT counts projected to 2030. 2030 Annual growth rate percent.
(3) VCTE Growth Rate Policy & Vested Trips Instruction Policy.
(4) 2030 Total Background Trips = Existing Trips + Growth Trips.
(5) 2030 Background Growth Factor = (2030 Total Background Trips / 2024 Existing Trips).
(6) From FDOT 2024 Traffic Counts. Five year (2020 - 2024) Historical AADT counts projected to 2035. 2035 Annual growth rate percent.
(7) 2030 Total Background Trips x (2035 Historical Annual Growth Rate x 5) = 2035 Growth Trips.
(8) 2035 Growth Trips + 2030 Total Background Trips = Total 2035 Background Trips.
(9) 2035 Background Growth Factor = (2035 Total Background Trips / 2030 Total Background Trips).
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Analysis of Projected Traffic Conditions

The analysis of projected traffic conditions for the existing AG&S AFLU maximum density (252 single family dwelling units) was accomplished as shown in **Table 7** for the 2030 short-term analysis and the 2035 long-term analysis. Under the AG&S AFLU 2030 and 2035 analysis all the study roadway segments are projected to continue to operate at

acceptable levels of service. As noted in **Table 7**, none of the roadway segments are significantly impacted by the AG&S future land use density.

TABLE 7
2030 Level of Service - AG&S AFLU Designation Land Use Density

Roadway Name		#	Adopted	Project	Daily Traffic Volumes					P.M. Peak Hour Traffic Volumes					Meets	Project P.M. Peak	
From	To	Lanes	LOS (1)	Trip Distribution	Back Trips (2)	LOS	AFLU Trips	Total Trips	LOS	Peak Volume (3)	LOS	AFLU Trips	Total Trips	LOS	LOS Std?	% of LOS Std	3% Sig ?
US 1 (SR 5)																	
Marco Polo Blvd	Seminole Woods Blvd	4LD	D	39.6%	12,406	B	910	13,316	B	1,121	B	89	1,210	B	Yes	1.47%	No
Seminole Woods Blvd	CR 304	4LD	D	46.4%	11,919	B	1,066	12,985	B	1,077	B	104	1,181	B	Yes	1.71%	No
CR 304	Belle Terre Blvd	4LD	D	52.9%	18,826	B	1,215	20,041	B	1,700	B	119	1,819	B	Yes	1.96%	No
Belle Terre Blvd	SR 100	4LD	D	76.0%	16,700	B	1,746	18,446	B	1,508	B	171	1,679	B	Yes	2.82%	No
SR 11																	
US 1	CR 304	2L	D	1.1%	7,162	C	25	7,187	C	687	C	2	689	C	Yes	0.10%	No
CR 304 (Bunnell Road)																	
US 1	SR 11	2L	D	6.4%	2,253	C	147	2,400	C	212	C	14	226	C	Yes	0.69%	No
Belle Terre Boulevard																	
US 1	Citation Pkwy	2L	D	23.1%	6,759	C	531	7,290	C	604	C	52	656	C	Yes	2.57%	No
Citation Pkwy	Zaun Tr	2L	D	22.0%	10,733	C	505	11,238	C	966	C	50	1,016	C	Yes	2.48%	No
Seminole Woods Parkway																	
US 1	Sesame Blvd	2L	D	6.1%	11,941	C	140	12,081	C	1,078	C	14	1,092	C	Yes	0.69%	No

(1) Adopted LOS roadway standard from City of Bunnell 2035 Comprehensive Plan
(2) Existing Daily (Table 3) x 2030 Background Growth Factor (Table 6)
(3) 2030 Background PM Peak Hour (Table 6)
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TABLE 7 (Continued)
2035 Level of Service -AG&S AFLU Designation Land Use Density

Roadway Name		#	Adopted	Project	Daily Traffic Volumes					P.M. Peak Hour Traffic Volumes					Meets	Project P.M. Peak	
From	To	Lanes	LOS (1)	Trip Distribution	Back Trips (2)	LOS	AFLU Trips	Total Trips	LOS	Peak Volume (3)	LOS	AFLU Trips	Total Trips	LOS	LOS Std?	% of LOS Std	3% Sig ?
US 1 (SR 5)																	
Marco Polo Blvd	Seminole Woods Blvd	4LD	D	40.0%	13,037	B	919	13,956	B	1,178	B	90	1,268	B	Yes	1.48%	No
Seminole Woods Blvd	CR 304	4LD	D	46.1%	12,528	B	1,059	13,587	B	1,132	B	104	1,236	B	Yes	1.71%	No
CR 304	Belle Terre Blvd	4LD	D	53.6%	20,819	B	1,231	22,050	B	1,880	B	121	2,001	B	Yes	1.99%	No
Belle Terre Blvd	SR 100	4LD	D	76.4%	18,472	B	1,755	20,227	B	1,668	B	172	1,840	B	Yes	2.83%	No
SR 11																	
US 1	CR 304	2L	D	1.0%	8,528	C	23	8,551	C	818	C	2	820	C	Yes	0.10%	No
CR 304 (Bunnell Road)																	
US 1	SR 11	2L	D	6.7%	2,561	C	154	2,715	C	241	C	15	256	C	Yes	0.74%	No
Belle Terre Boulevard																	
US 1	Citation Pkwy	2L	D	22.9%	7,509	C	526	8,035	C	671	C	52	723	C	Yes	2.57%	No
Citation Pkwy	Zaun Tr	2L	D	21.7%	13,077	C	498	13,575	C	1,177	C	49	1,226	C	Yes	2.43%	No
Seminole Woods Parkway																	
US 1	Sesame Blvd	2L	D	4.3%	15,098	C	99	15,197	C	1,363	C	10	1,373	C	Yes	0.50%	No

(1) Adopted LOS roadway standard from City of Bunnell 2035 Comprehensive Plan
(2) Projected 2030 Daily (Table 7) x 2035 Background Growth Factor (Table 6)
(3) 2035 Background PM Peak Hour (Table 6)
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The analysis of projected traffic conditions for the Industrial PFLU change was accomplished as shown in **Table 8** for the 2030 short-term analysis and the 2035 long-term analysis. Under the Industrial PFLU 2030 analysis with the addition of Project trips, all of the study roadways are projected to continue to operate at acceptable levels of service. Under the Industrial PFLU 2030 analysis only one roadway segment of US 1 (Belle Terre Boulevard to CR 304) and both roadway segments of Belle Terre Boulevard are projected to be significantly impacted by the proposed future land use density.

Under the Industrial PFLU 2035 long-term analysis with the additional of Project trips, all of the study roadways are projected to continue to operate at acceptable levels of service.

Under the Industrial PFLU 2035 analysis all of the study roadway segments except SR 11 are projected to be significantly impacted by the proposed future land use density.

TABLE 8
2030 Level of Service - Proposed Industrial FLU Designation Land Use Density

Roadway Name		#	Adopted	Project	Daily Traffic Volumes					P.M. Peak Hour Traffic Volumes					Meets	Project P.M. Peak	
From	To	Lanes	LOS (1)	Trip Distribution	Back Trips (2)	LOS	PFLU Trips	Total Trips	LOS	Peak Volume (3)	LOS	PFLU Trips	Total Trips	LOS	LOS Std?	% of LOS Std	3% Sig ?
US 1 (SR 5)																	
Marco Polo Blvd	Seminole Woods Blvd	4LD	D	29.0%	12,406	B	1,343	13,749	B	1,121	B	107	1,228	B	Yes	1.76%	No
Seminole Woods Blvd	CR 304	4LD	D	37.6%	11,919	B	1,741	13,660	B	1,077	B	139	1,216	B	Yes	2.29%	No
CR 304	Belle Terre Blvd	4LD	D	44.2%	18,826	B	2,046	20,872	B	1,700	B	164	1,864	B	Yes	2.70%	No
Belle Terre Blvd	SR 100	4LD	D	69.2%	16,700	B	3,204	19,904	B	1,508	B	256	1,764	B	Yes	4.22%	Yes
SR 11																	
US 1	CR 304	2L	D	0.9%	7,162	C	42	7,204	C	687	C	3	690	C	Yes	0.15%	No
CR 304 (Bunnell Road)																	
US 1	SR 11	2L	D	6.3%	2,253	C	292	2,545	C	212	C	23	235	C	Yes	1.14%	No
Belle Terre Boulevard																	
US 1	Citation Pkwy	2L	D	25.0%	6,759	C	1,158	7,917	C	604	C	93	697	C	Yes	4.60%	Yes
Citation Pkwy	Zaun Tr	2L	D	24.1%	10,733	C	1,116	11,849	C	966	C	89	1,055	C	Yes	4.41%	Yes
Seminole Woods Parkway																	
US 1	Sesame Blvd	2L	D	8.6%	11,941	C	398	12,339	C	1,078	C	32	1,110	C	Yes	1.58%	No

(1) Adopted LOS roadway standard from City of Bunnell 2035 Comprehensive Plan
(2) Existing Daily (Table 3) x 2030 Background Growth Factor (Table 6)
(3) 2030 Background PM Peak Hour (Table 6)
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TABLE 8 (Continued)
2035 Level of Service - Proposed Industrial FLU Designation Land Use Density

Roadway Name		#	Adopted	Project	Daily Traffic Volumes					P.M. Peak Hour Traffic Volumes					Meets	Project P.M. Peak	
From	To	Lanes	LOS (1)	Trip Distribution	Back Trips (2)	LOS	PFLU Trips	Total Trips	LOS	Peak Volume (3)	LOS	PFLU Trips	Total Trips	LOS	LOS Std?	% of LOS Std	3% Sig ?
US 1 (SR 5)																	
Marco Polo Blvd	Seminole Woods Blvd	4LD	D	29.0%	13,037	B	7,679	20,716	B	1,178	B	604	1,782	B	Yes	9.95%	**Yes**
Seminole Woods Blvd	CR 304	4LD	D	43.0%	12,528	B	11,387	23,915	B	1,132	B	896	2,028	B	Yes	14.76%	**Yes**
CR 304	Belle Terre Blvd	4LD	D	43.4%	20,819	B	11,493	32,312	C	1,880	B	904	2,784	B	Yes	14.89%	**Yes**
Belle Terre Blvd	SR 100	4LD	D	68.9%	18,472	B	18,245	36,717	C	1,668	B	1,435	3,103	C	Yes	23.64%	**Yes**
SR 11																	
US 1	CR 304	2L	D	0.9%	8,528	C	238	8,766	C	818	C	19	837	C	Yes	0.94%	No
CR 304 (Bunnell Road)																	
US 1	SR 11	2L	D	5.6%	2,561	C	1,483	4,044	C	241	C	117	358	C	Yes	5.79%	**Yes**
Belle Terre Boulevard																	
US 1	Citation Pkwy	2L	D	25.5%	7,509	C	6,753	14,262	C	671	C	531	1,202	C	Yes	26.29%	**Yes**
Citation Pkwy	Zaun Tr	2L	D	24.6%	13,077	C	6,514	19,591	C	1,177	C	512	1,689	C	Yes	25.35%	**Yes**
Seminole Woods Parkway																	
US 1	Sesame Blvd	2L	D	8.5%	15,098	C	2,251	17,349	C	1,363	C	177	1,540	C	Yes	8.76%	**Yes**

(1) Adopted LOS roadway standard from City of Bunnell 2035 Comprehensive Plan
(2) Projected 2030 Daily (Table 8) x 2035 Background Growth Factor (Table 6)
(3) 2035 Background PM Peak Hour (Table 6)
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Transit

Currently there are no regular transit service links adjacent to the US 1 Industrial Park Site.

Bicycle

The US 1 Industrial Park Site is not located near any existing bike trails.

Pedestrian

No sidewalks currently exist along the northwest side of US 1 adjacent to the US 1 Industrial Park site property boundary. The future on-site sidewalk system should be constructed to serve any pedestrians of this development and should be designed to connect to any future external sidewalk system.

Study Conclusions

Study Conclusions

This study was undertaken for a Comprehensive Policy Plan Transportation Amendment for the development of the US 1 Industrial Park Site development of a parcel located in the City of Bunnell, Florida.

It is estimated that the proposed development site (which consists of a number of parcels) will total ±1,259-acres of which ±629.5-acres are developable and ±629.5-acres will be wetlands/conservation areas. This is a reduction in the number of acres in the original May report of a total ±1,842-acres.

The future Adopted Future Land Use for the property included in this study is Agricultural and Silviculture (AG&S). The development density under the AFLU is one (1) single family dwelling unit (DU) per 5-acres. Thus, the AG&S AFLU development density is 252 single family dwelling units.

The proposed land use for the property is Industrial. As noted in the introduction, the proposed zoning is Industrial Park (L-1 and L-2).

The proposed short-term (2030) density is for 3,000,000 square feet of Industrial Park. The long-term (2035) density is for a maximum of 13,710,510 square feet of Industrial Park.

This analysis was undertaken to support an application to amend the Comprehensive Plan, changing the future land use designation from Agriculture & Silviculture (AG&S) to Industrial. The following is a summary of the results and recommendations. The results of the study as documented herein are summarized below:

- Per the Comprehensive Plan procedure of subtracting AG&S AFLU density development trips from the short-term (2030) Industrial PFLU density development trips, the land use change will result in a 2030 **increase** of 4,630 two-way Daily vehicle trip ends and 370 two-way P.M. peak hour vehicle trips ends.
- Per the Comprehensive Plan procedure of subtracting AG&S AFLU density development trips from the long-term (2035) Industrial PFLU density development trips, the land use change will result in a 2035 **increase** of 26,481 two-way Daily vehicle trip ends and 2,083 two-way P.M. peak hour vehicle trips ends.
- As documented in this analysis, in 2030 and 2035 under the existing AG&S AFLU designation, all of the study roadway segments are projected to

continue to operate at acceptable levels of service. None of the study roadways are significantly impacted by the AG&S AFLU density.

- As documented in this analysis, under the Industrial PFLU short-term 2030 analysis, none of the roadway segments are projected to operate at an adverse level of service.
- As documented in this analysis, under the Industrial PFLU short-term 2030 analysis only one roadway segment of US 1 (Belle Terre Boulevard to CR 304) and both roadway segments of Belle Terre Boulevard are projected to be significantly impacted by the proposed future land use density.
- As documented in this analysis, under the Industrial PFLU long-term 2035 analysis, none of the roadway segments are projected to operate at an adverse level of service.
- As documented in this analysis, under the Industrial PFLU 2035 analysis, all of the study roadway segments except SR 11 are projected to be significantly impacted by the proposed future land use density.
- Provisions for a future on-site sidewalk system should be included in the development plan to serve the US 1 Industrial Park Site pedestrians. The on-site sidewalk system should be designed to provide a connection to any future external sidewalk system.
- The proposed land use change should be considered for approval.

APPENDICES

Appendix A – Parcel List (Exhibit A)

EXHIBIT "A"

The Property

Prop ID	Map ID	Parcel ID	Acreage	Proposed FLU	Proposed Zoning
12122	18C	23-12-30-0650-000D0-0040	118	Industrial	L2
12127	19	24-12-30-0650-000C0-0070	9	Industrial	L2
12187	21	26-12-30-0650-00000-0000	640	Industrial	L1/L2
12135	20A	25-12-30-0650-000B0-0070	72	Industrial	L2
12137	20B	25-12-30-0650-000C0-0010	120	Industrial	L2
12248	30A	35-12-30-0650-000A0-0000	160	Industrial	L1
12249	30B	35-12-30-0650-000B0-0010	140	Industrial	L1
		TOTAL L1 AND L2 ZONING	**1,259**		

Appendix B – Historic Traffic Counts Trend Calculations

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name		Max	Station	Flagler County AADT (1)					FDOT Trends Analysis - V2.0						Projected Growth Factor - 2030			Annual
									Linear Regression		Exponential Growth		Decaying Growth		RSQ >=0.7		Best Fit	Growth
From	To	RSQ	Number	2020	2021	2022	2023	2024	RSQ	Projected	RSQ	Projected	RSQ	Projected	5 Year	10 Year	RSQ <0.7	Rate
US 1																		
Marco Polo Blvd	CR 304	0.71	73-0235	14,100	14,300	14,500	8,100	8,300	0.71	-2,380	0.71	3,106	0.56	6,198	0.37	N/A	N/A	-10.4%
CR 304	SR 100	0.95	73-0101	11,600	11,600	12,400	13,000	13,400	0.95	16,400	0.95	17,035	0.84	14,082	1.22	N/A	N/A	3.7%
SR 11																		
US 1	CR 304	0.91	73-0104	3,800	3,800	4,500	4,700	4,900	0.91	6,820	0.90	7,677	0.85	5,412	1.39	N/A	N/A	6.5%
CR 304																		
US 1	SR 11	0.71	73-8021	1,350	1,350	1,350	1,450	1,700	0.70	2,080	0.71	2,191	0.49	1,682	1.29	N/A	N/A	4.8%
Belle Terre Parkway																		
US 1	Citation Pkwy	0.95	73-8004	4,000	4,000	4,300	4,500	4,700	0.95	5,800	0.95	6,100	0.83	4,900	1.23	N/A	N/A	3.9%
Citation Pkwy	Zaun Tr	0.91	73-7002	5,300	5,300	6,400	6,800	7,000	0.91	10,100	0.89	11,700	0.85	7,900	1.44	N/A	N/A	7.4%
Seminole Woods Parkway																		
US 1	Sesame Blvd	0.77	73-8005	5,000	5,000	5,000	7,000	7,200	0.77	11,000	0.77	13,500	0.61	7,900	1.53	N/A	N/A	8.8%

1. From FDOT 2024 Traffic Counts

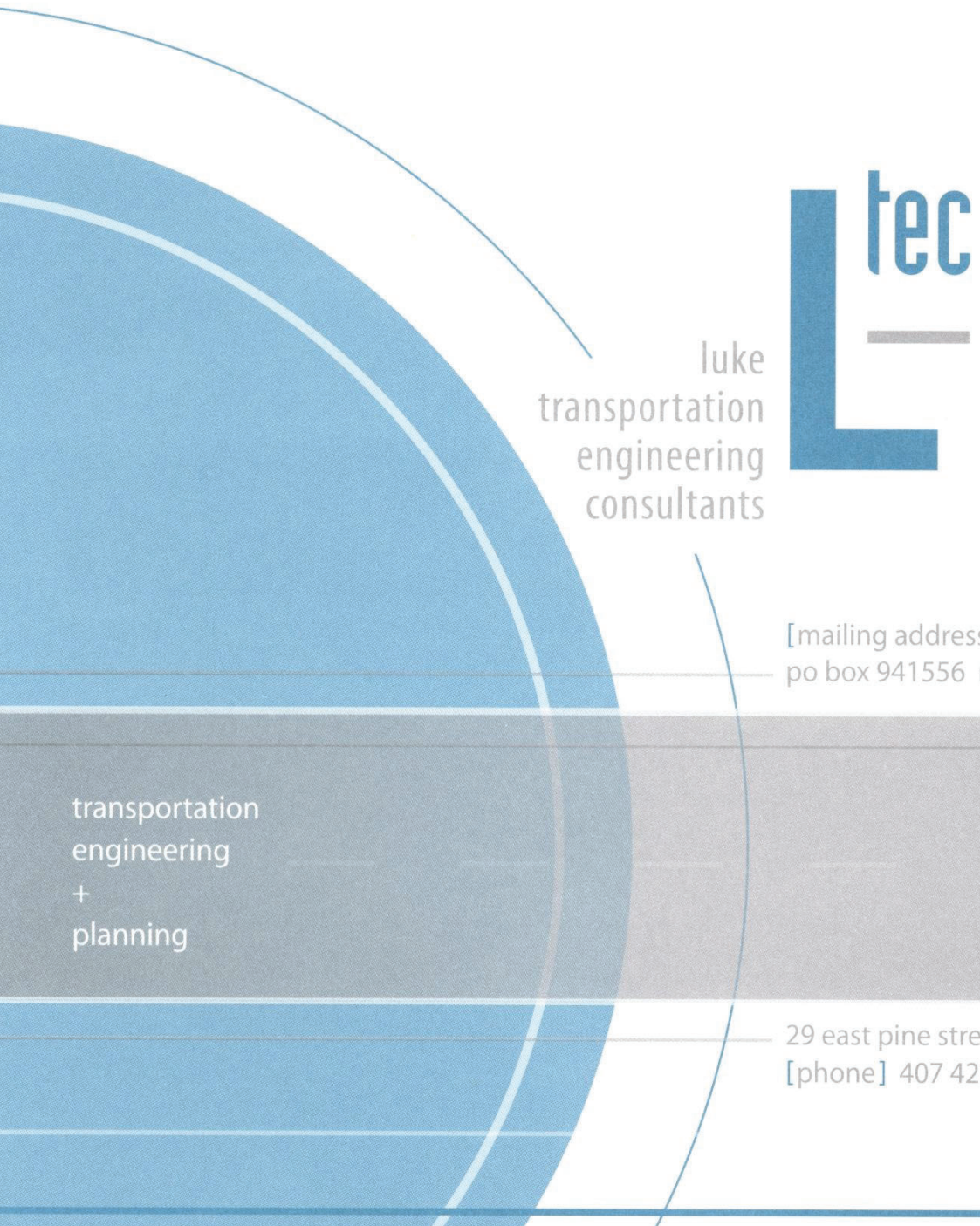
Luke Transportation Engineering Consultants, Inc., 2025

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name		Max	Station	Flagler County AADT (1)					FDOT Trends Analysis - V2.0						Projected Growth Factor - 2035			Annual
									Linear Regression		Exponential Growth		Decaying Growth		RSQ >=0.7		Best Fit	Growth
From	To	RSQ	Number	2020	2021	2022	2023	2024	RSQ	Projected	RSQ	Projected	RSQ	Projected	5 Year	10 Year	RSQ <0.7	Rate
US 1																		
Marco Polo Blvd	CR 304	0.71	73-0235	14,100	14,300	14,500	8,100	8,300	0.71	-2,380	0.71	3,106	0.56	6,198	0.37	N/A	N/A	-5.7%
CR 304	SR 100	0.95	73-0101	11,600	11,600	12,400	13,000	13,400	0.95	16,400	0.95	17,035	0.84	14,082	1.22	N/A	N/A	2.0%
SR 11																		
US 1	CR 304	0.91	73-0104	3,800	3,800	4,500	4,700	4,900	0.91	6,820	0.90	7,677	0.85	5,412	1.39	N/A	N/A	3.6%
CR 304																		
US 1	SR 11	0.71	73-8021	1,350	1,350	1,350	1,450	1,700	0.70	2,080	0.71	2,191	0.49	1,682	1.29	N/A	N/A	2.6%
Belle Terre Parkway																		
US 1	Citation Pkwy	0.95	73-8004	4,000	4,000	4,300	4,500	4,700	0.95	5,800	0.95	6,100	0.83	4,900	1.23	N/A	N/A	2.1%
Citation Pkwy	Zaun Tr	0.91	73-7002	5,300	5,300	6,400	6,800	7,000	0.91	10,100	0.89	11,700	0.85	7,900	1.44	N/A	N/A	4.0%
Seminole Woods Parkway																		
US 1	Sesame Blvd	0.77	73-8005	5,000	5,000	5,000	7,000	7,200	0.77	11,000	0.77	13,500	0.61	7,900	1.53	N/A	N/A	4.8%

1. From FDOT 2024 Traffic Counts

Luke Transportation Engineering Consultants, Inc., 2025



luke
transportation
engineering
consultants

[mailing address]
po box 941556 maitland florida 32794-1556

transportation
engineering
+
planning

29 east pine street orlando florida 32801
[phone] 407 423 8055 [fax] 407 423 8022

Appendix B

Large-scale Comprehensive Plan Amendment and Rezoning
Narrative Justification Statement and Analysis
[Supplied by Applicant]

2025

City of Bunnell

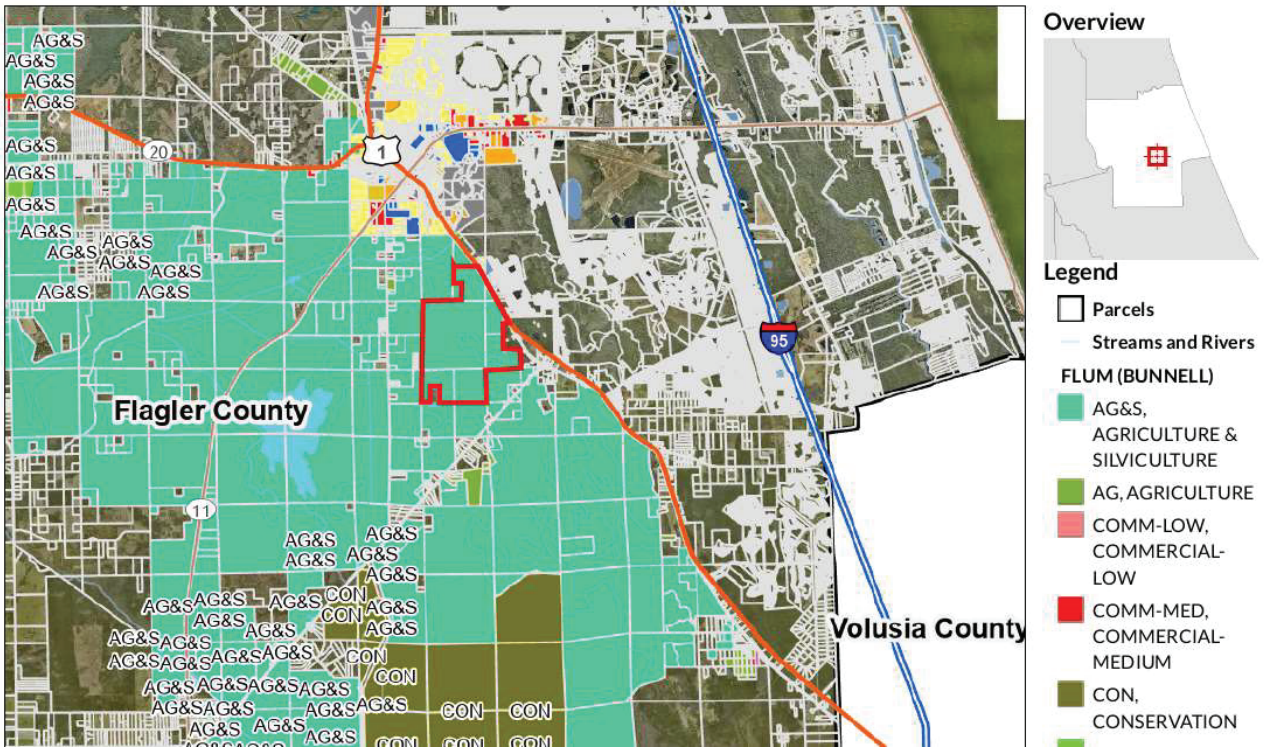
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND REZONING NARRATIVE JUSTIFICATION STATEMENT

US 1 PARK

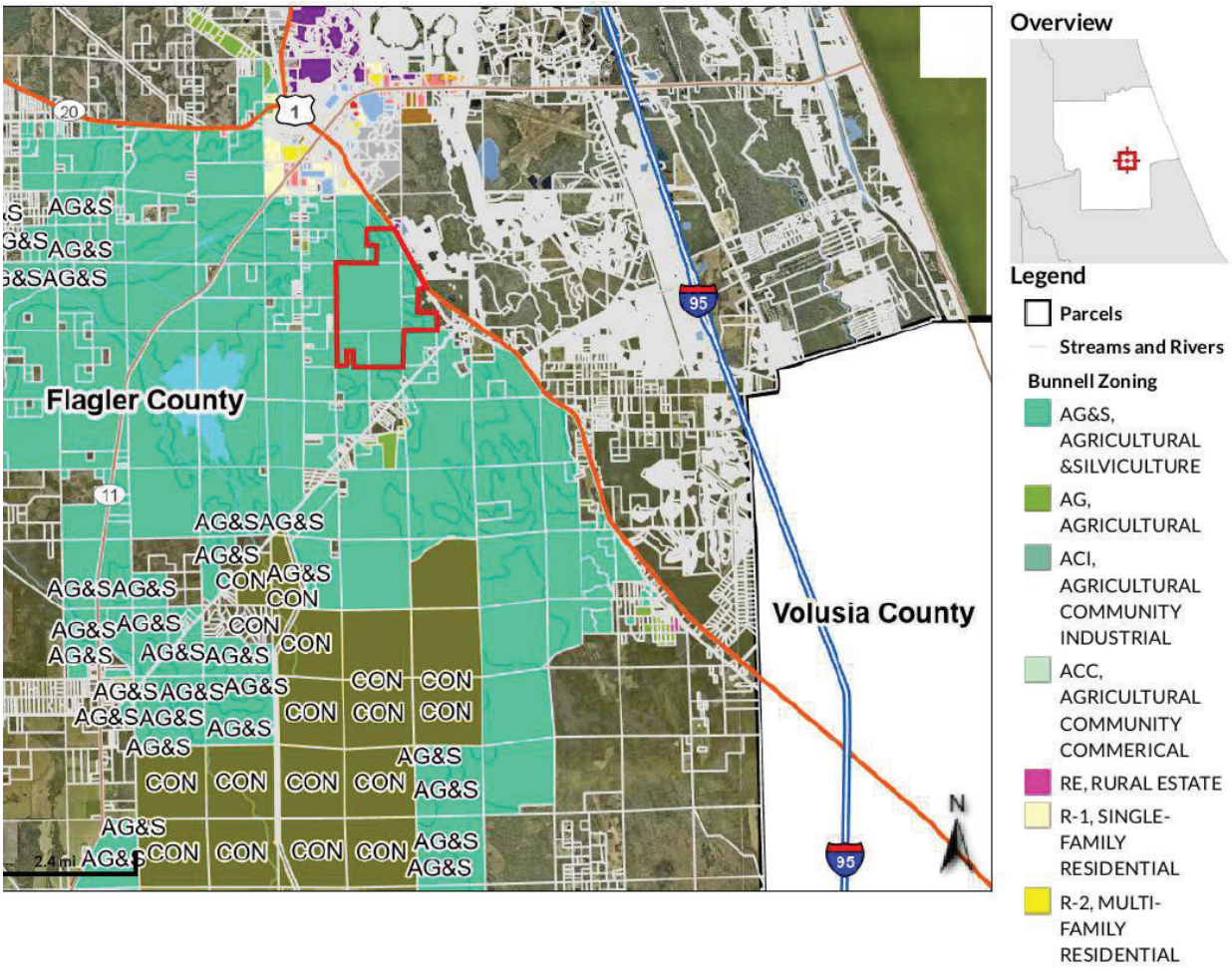
I. General Data

The subject Property is comprised of approximately 1,259 +/- acres of undeveloped land located east of Old Haw Creek Road and West of US Highway 1 within the City of Bunnell. The parcels are identified as Parcel ID 23-12-30-0650-000D0-0040, 24-12-30-0650-000C0-0070, 25-12-30-0650-000B0-0070, 25-12-30-0650-000C0-0010, 26-12-30-0650-00000-0000, 35-12-30-0650-000A0-0000, 35-12-30-0650-000B0-0010, with no assigned addresses (the "Property"). The current City future land use designation is Agriculture & Silviculture and the zoning designation is AG&S.

EXISTING FUTURE LAND USE



EXISTING ZONING



II. Proposed Changes

This is a request for large-scale Comprehensive Plan future land use ("FLU") map amendment to Industrial and companion rezonings of the Property into Light Industrial ("L-1") and Heavy Industrial ("L-2") zoning districts respectively, as shown on the attached **Exhibit "A"** (collectively, the "Requests"). The corresponding legal descriptions for the L-1 and L-2 portions of the Property are attached as **Exhibits "B**", respectively. The applicant has also proposed specific conditions of approval attached hereto as **Exhibit "C"** (the "Conditions of Approval") which shall become binding on the Property if the Requests are approved.

Pursuant to Future Land Use Policy 7.4, the Industrial FLU designation provides for development at a maximum intensity of 0.5 FAR per gross acre. Industrial FLU development shall have a maximum ISR of 70% under Policy 10.1.

Future Land Use Categories

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Residential Land Use	
Single-Family Low Density	4 units per acre
Single-Family Medium Density	8 units per acre
Multi-Family	Min: 8 units per acre; Max 20 units per acre
Residential Mixed Use	12 units per acre/ 0.2 FAR
Commercial Land Use	
Commercial-Low	0.2 FAR/if mixed-use 12 units per acre
Commercial-Medium	0.4 FAR/if mixed-use 20 units per acre
Industrial Land Use	
Industrial	0.5 FAR
Agricultural Land Use	
Agricultural Community Commercial	1 unit per acre/ 0.4 FAR
Agricultural Community Industrial	0.5 FAR
Agricultural	1 unit per acre
Agriculture & Silviculture	1 unit per 5 acres
Rural Estates	1 unit per acre
Open Land Use	
Conservation	Not Developable
Recreation	N/A
Public Land Use	
Public	0.6 FAR
Institutional	0.5 FAR

In accordance with FLU Objective 10, the Industrial FLU category was "established to provide sufficient land for existing and anticipated future industrial needs and requisite support services." Specifically, FLU Policy 10.1 provides that the Industrial FLU designation is intended for land that can "accommodate light to heavy commercial, business and industrial uses." Pursuant to Section 34-120 of the Land Development Code ("LDC"), the L-1 zoning designation is intended to provide land for "light manufacturing, fabricating, and assembly plants, business services, offices, retail, storage, warehousing, wholesaling and distribution." The L-2 zoning designation, pursuant to Section 34-121 of the LDC, is intended to "provide areas appropriate where various heavy and extensive industrial operations can be conducted" and "to promote the most efficient use of the land for heavy industrial uses."

III. Consistency with City of Bunnell Comprehensive Plan and Land Development Code

Pursuant to the permitted uses in L-1 (per Section 34-120) and L-2 (per Section 34-121), the proposed changes would provide significant economic development and employment opportunities for the City. Moreover, this proposed development program would not interfere with businesses in the existing industrial districts of downtown Bunnell nor contribute to urban sprawl.

The City's Comprehensive Plan established clear economic development goals and policies under Goal 19. Goal 19 provides that the City shall "[p]romote economic development in an effort to provide a variety of employment opportunities, create a sustainable future, and encourage a positive business climate." Objective 19.1 goes on to note that the City shall "[p]romote an economic strategy that will address a variety of economic opportunities." The requested entitlements for the US 1 Park will be transformative for the City by providing a range of different allowable industrial and commerce uses in an area strategically situated to take advantage of existing transportation networks, including rail opportunities, as well as future potential transportation networks. The ability to attract a range of businesses with different employment and wage ranges can help attract new residents to the City and provide economic opportunities to those who already live and in around Bunnell.

According to Policy 19.1.2, the "City shall work towards a variety of policies within the Comprehensive Plan and land development code that support and encourage commercial and industrial development within the City and surrounding area." Such economic development efforts include "strengthening and diversifying the local economy" and the "promotion of uses that are commercial or industrial that support, promote or are compatible with the agricultural industry." The City has not only codified policies that mandate economic development efforts, but the specific desire for commercial and industrial development have been expressed as recently as January 31, 2025, in Bunnell City Commission workshops where Henry Deen addressed the City regarding growth and economic development. Specifically, Mr. Deen confirmed that commercial/industrial growth is needed, that such developments typically have lower impacts on City services and that growth is critical to sustain and grow the local economy. The ability to generate more revenue to maintain and extend services to citizens relies upon growth and the US 1 Park will provide such opportunities for the City.

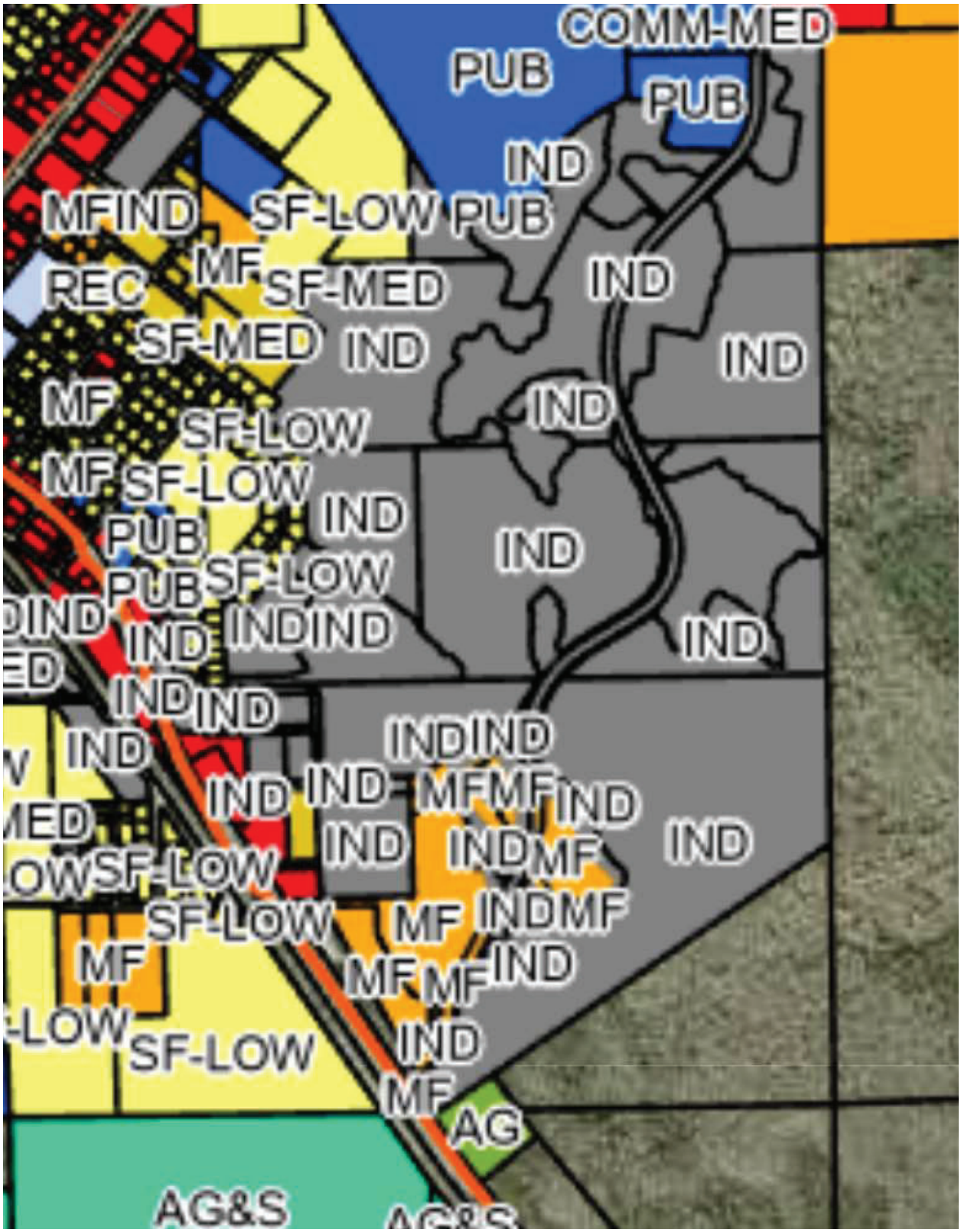
Finally, in looking at land use and zoning changes, the demand on public facilities is considered. The uses permitted by right under the proposed zoning classifications will have a minimal demand on public facilities and services compared to the intensity of development that could be proposed, such as single-family residential. Future site development will comply with any and all state and local permitting requirements. Once a concurrency assessment under LDC Section 2-115 is performed at future site planning to determine any impacts the proposed development will have on infrastructure and other public facilities, capacity deficiencies will be addressed accordingly prior to site development.

IV. Suitability Analysis

As noted above, the requests are suitable considering the character of undeveloped lands, soils, topography, natural resources and historic resources on site. As the requests are only the initial zoning and future land use changes; any specific development activities will be further analyzed under existing local and state regulations to ensure minimization of impacts on surrounding properties and established levels of service. The need for economic development and specifically industrial opportunities in the City can be met while still adhering to LDC design standards for buffering, open space and natural resource impacts.

Moreover, there are existing properties in the City with an Industrial FLU which are adjacent to County and City properties that have future land use designations of residential (in some instances, very dense residential) and ag.





The Requests include Conditions of Approval which would provide for setbacks, landscaping, dark-sky lighting and other use restrictions which far exceeds anything that is currently

provided or would have to be provided under the existing Industrial future land use designation. The City's future land use map shows that Industrial designations are not de facto incompatible with other less intense land use designations. Quite to the contrary- the map underscores that different land uses can and do exist in harmony.

Minimum Land Needed to Achieve Goals and Requirements

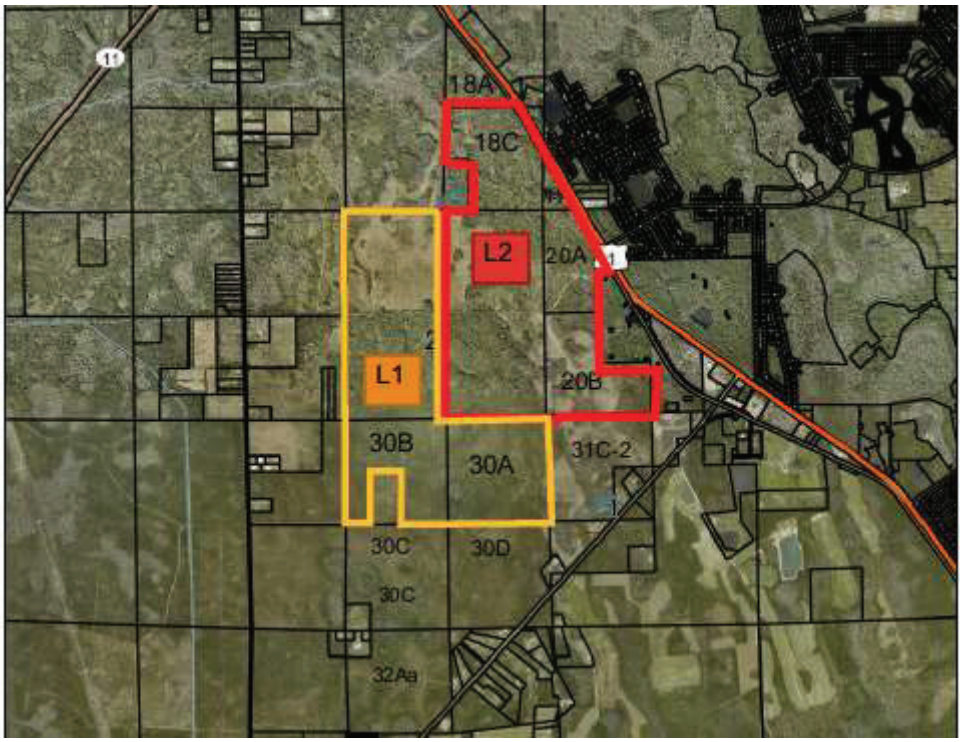
The request provides for a significant amount of acreage that will ensure flexibility in site design. The large area covered by these requests will ensure that the impact of any development can be appropriately accommodated and mitigated. While there is no specific acreage that is mandated for an industrial and commerce park for the City, the greater the size of the project, the greater market flexibility exists and the greater the opportunities for development and economic benefit to the City.

V. Conclusion

In summary, this request will create new economic opportunities for the City by diversifying the commercial and industrial base of Bunnell. Nonresidential uses can allow flexible site design to achieve a more desirable and efficient use of land. The permitted uses allowed under the L-1 and L-2 zoning districts are compatible with surrounding properties and consistent with the City's LDC.

EXHIBIT "A"

PROPOSED ZONING MAP



Proposed L2 Zoning

Map 18C: 23-12-30-0650-000D0-0040
Map 19: 24-12-30-0650-000C0-0070
Map 20A: 25-12-30-0650-000B0-0070
Map 20B: 25-12-30-0650-000C0-0010
Map 21: 26-12-30-0650-00000-0000

Proposed L1 Zoning

Map 21: 26-12-30-0650-00000-0000
Map 30A: 35-12-30-0650-000A0-0000
Map 30B: 35-12-30-0650-000B0-0010

EXHIBIT "B"

L-1 LEGAL DESCRIPTIONS

Map ID 21 – Parcel 26-12-30-0650-00000-0000

Legal Description:

The W 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 30A – Parcel ID 35-12-30-0650-000A0-0000
Map ID 30B - Parcel ID 35-12-30-0650-000B0-0010

Legal Description:

The N 1/2 of Section 35, Township 12 South, Range 30 East, in Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida; LESS Tract 9, Block B of said Section 35;

L-2 LEGAL DESCRIPTIONS

Map ID 18C – Parcel ID 23-12-30-0650-000D0-0040

Legal Description:

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Map ID 19 – Parcel ID 24-12-30-0650-000C0-0070

Legal Description:

That part of Tracts 7, 8 and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 20A – Parcel ID 25-12-30-0650-000B0-0070
Map ID 20B – Parcel ID 25-12-30-0650-000C0-0010

That part of Tracts 6, 11 and 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10 and all of Tracts 16 through 23, inclusive of Block B; Tracts 1 through 16, inclusive of Block C; SE ¼ of SW ¼, all in Section 25, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 21 – Parcel 26-12-30-0650-00000-0000

Legal Description:

The E 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

EXHIBIT "C"

Applicant Proposed Binding Conditions of Approval

US-1 Park

1. The following use limitations shall apply to all properties in Exhibit "A" (the "Property"):

    a. The primary use of processing and large quantity bulk storage of hazardous chemicals (vinyl chloride, benzene, 1,3-butadiene chromium, and mercury) shall be prohibited;

    b. Landfills shall be prohibited;

    c. A fuel distribution terminal (known publicly as the "fuel farm" proposed by Belvedere or similar companies) shall be prohibited; and

    d. The Property shall not utilize the Live Local Act for the provision of any affordable housing on the Property.

2. Dark sky lighting shall be used for any development on the Property. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000k. All new fixtures must either carry the International Dark-Sky Association's Fixture Seal of Approval or meet equivalent dark sky standards.

3. In recognition of the proximity to adjacent properties not owned by the applicant, the following regulations shall apply:

    a. Subject to permitting, along the properties line outlined in dark blue and shown and described on Exhibit "B", and within a 100' building setback that shall start at the property line, a 6' high dirt berm with foliage and index trees (as defined in City Code Section 14-191) planted every 50' on top of the berm shall be installed concurrent with any vertical construction on the parcels indicated as 20B, 30A and 30B (provided any access may interrupt such berm); and

    b. Subject to permitting, along on the Property west of the FEC Railway, a 6' high dirt berm with foliage and index trees (as defined in City Code Section 14-191) planted every 50' on top of the berm shall be installed concurrent with any vertical construction on the parcels indicated as 18C, 19 and 20A on Exhibit "B" (provided any access, crossing or rail spurs may interrupt such berm).

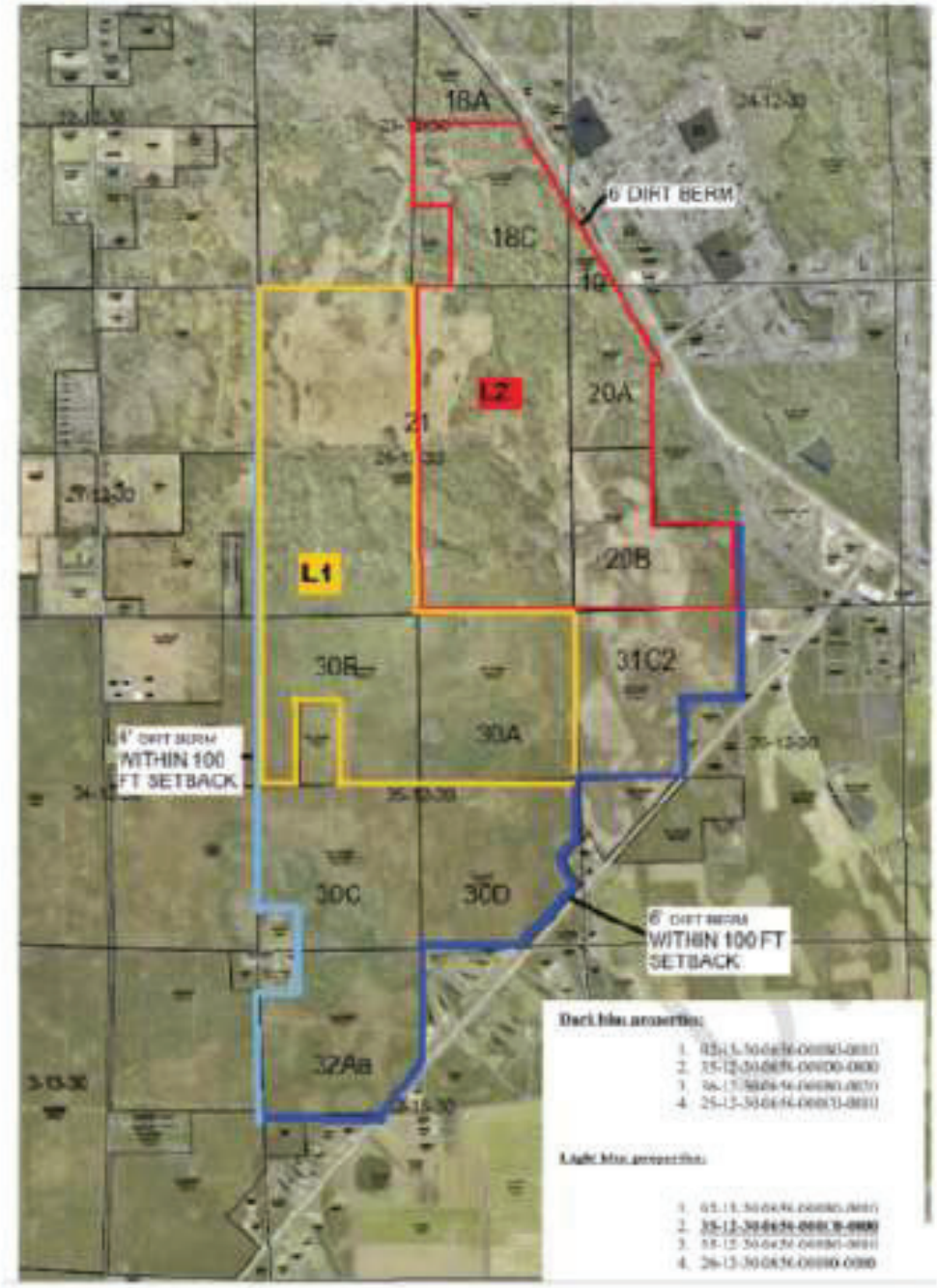
    c. Subject to permitting, on the west side of the properties (along the area marked in light blue and shown and described on Exhibit "B", and within a 100' building setback that shall start at the property line , a 6' high dirt berm with foliage and index trees planted every 50' on top of the berm shall be installed prior to any vertical construction on 30B and 21 (provided any access may interrupt such berm).

EXHIBIT "A"

The Property

Prop ID	Map ID	Parcel ID	Acreage	Proposed FLU	Proposed Zoning
12122	18C	23-12-30-0650-000D0-0040	118	Industrial	L2
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12137	20B	25-12-30-0650-000C0-0010	120	Industrial	L2
12248	30A	35-12-30-0650-000A0-0000	160	Industrial	L1
12249	30B	35-12-30-0650-000B0-0010	140	Industrial	L1
		TOTAL L1 AND L2 ZONING	**1,259**		

Exhibit "B"


18A
6 DIRT BERM
18C
L2
20A
21
L1
20B
30B
31C2
30A
4' DIRT BERM WITHIN 100 FT SETBACK
30C
30D
6' DIRT BERM WITHIN 100 FT SETBACK
32AB
Parcels in property:
Light blue property:

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 2025-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR THE LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL 2035 COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY TOTALING 1,259± ACRES IN THE CITY OF BUNNELL LIMITS FROM "AGRICULTURE & SILVICULTURE (AG&S)" TO "INDUSTRIAL (IND)"; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE ELEMENT TO ESTABLISH SITE-SPECIFIC LIMITING POLICIES APPLICABLE TO CERTAIN PROPERTY SUBJECT TO THE LARGE-SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATIONS FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; 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:
  - ☐ Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - ☒ Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

- ☐ 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 initiated by an applicant for amending the Future Land Use Map for 1,259 +/- acres and establishing site limiting policies.

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: 09/05/2025
Department: Community Development
Subject: * Ordinance 2025-06 Requesting to amend the Official Zoning Map of the City of Bunnell for 1,259+/- acres from the "AG&S, Agricultural and Silviculture District" to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District". - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:
Description
* Ordinance 2025-06 US1 Park Rezoning.docx
Applicant Rezoning/FLUM Amendment Justification Report
* Business Impact Statement (ord 2025-06).pdf

Summary/Highlights:

This is a request to amend the Official Zoning Map of the City of Bunnell for 1,259+/- acres of land from the "AG&S, Agricultural and Silviculture District" to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District".

There is a companion item (Ordinance 2025-05) to amend the Future Land Use Map from "Agricultural and Silviculture" land use to the "Industrial" land use.

In accordance with local notification procedures, notices detailing the date, time, and location of the meeting were mailed to owners of property in the City limits, within 300 feet of the subject property on September 10, 2025. Signs detailing the date, time, and location of the meeting were posted in the right-of-way abutting the subject properties on September 10, 2025.

Background:

The applicant, Tara Tedrow with Lowndes Law Firm on behalf of the property owners Brown & Johnston & Joly & Durshimer, has applied to rezone the subject properties from the AG&S zoning district to the L-1 and L-2 zoning districts. There are currently no plans submitted to develop this land.

Existing Conditions

The total size of the subject area to be rezoned is 1,259+/- acres and abuts US Highway 1. The property is currently vacant, undeveloped timberland. Adjacent land uses include vacant

and rural residential with suburban residential east of the site (Palm Coast K Section). The surrounding area is zoned dominantly AG&S (Bunnell) and Agriculture and Timberlands (Unincorporated Flagler County).

Proposed Conditions and Analysis

The applicant's request includes 620+/- acres to be rezoned to the L-1 zoning district and 639+/- acres to be rezoned to the L-2 zoning district. The rezoning will allow an increase in intensity to 0.5 FAR and an increase in lot coverage to 70%. Both proposed zoning districts have adopted performance standards and required buffers to minimize any potential impacts to residential and agricultural uses in the surrounding area.

The requested rezoning districts are compatible with the companion Future Land Use Map amendment and is consistent with the City's Comprehensive Plan. Any impacts to the site and surrounding area will be reviewed in accordance with the City's Land Development Code and applicable Comprehensive Plan Policies.

A data and analysis report is included in the agenda for Ordinance 2025-05. The applicant has supplied a justification analysis and is proposing conditions on the site to limit impactful land uses from ever being utilized on the property. This is intended to be recorded as covenants and Restrictions as well as being incorporated into the City's Comprehensive Plan and within this rezoning ordinance.

Staff Recommendation:

Approve Ordinance 2025-06 Requesting to amend the Official Zoning Map of the City of Bunnell for 1,259+/- acres from the "AG&S, Agricultural and Silviculture District" to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District". - First Reading

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Approved.

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 1,259± ACRES IN THE CITY OF BUNNELL LIMITS FROM "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO "L-1, LIGHT INDUSTRIAL DISTRICT" AND "L-2, HEAVY INDUSTRIAL DISTRICT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR 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, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, §166.041, *Florida Statutes*, provides for procedures and requirements for the adoption of ordinances by municipalities; and

WHEREAS, Brown & Johnston & Joly & Durshimer are the owners of certain real properties, which land totals 1,259± acres in size and is assigned Tax Parcel Identification Numbers, listed under Exhibits "B" and "C" of this Ordinance, by the Flagler County Property Appraiser's Office; and

WHEREAS, Tara Tedrow, Esq. with Lowndes Law firm, on behalf of the property owners, has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *City of Bunnell Land Development Code*, to have the subject properties, totaling 1,259± acres generally located east of Old Haw Creek Road, north of County Road 304, and west of US Highway 1, rezoned to the "L-1, Light Industrial District" and "L-2, Heavy Industrial District" from the existing "AG&S, Agricultural & Silviculture District" zoning classification; and

WHEREAS, the subject properties are currently vacant, undeveloped land primarily used for timbering; and

WHEREAS, the City has amended the Future Land Use Map (FLUM) for the subject properties from "Agriculture & Silviculture" to "Industrial" through a large-scale comprehensive plan amendment pursuant to §163.3184, *Florida Statutes*, as applied for by the owners of the subject properties; and

WHEREAS, the "L-1, Light Industrial District" and "L-2, Heavy Industrial" zoning districts are compatible with the "Industrial" Future Land Use designation pursuant to §34-81 in the *City of Bunnell Land Development Code*; and

WHEREAS, the purpose of the "L-1, Light Industrial" zoning district is to provide areas in which the principal use of land is for light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution, and is intended to permit and regulate uses so that the noise, odor, dust, and glare of each operation is controlled to prevent becoming a nuisance to adjacent land uses; and

WHEREAS, the purpose of the "L-2, Heavy Industrial" zoning district is to provide areas appropriate where various heavy and extensive industrial operations can be conducted without creating hazards or property devaluation to the surrounding land uses and is intended to promote the most efficient use of the land for heavy industrial uses such that noise, odor, dust, and glare of each operation is controlled to prevent becoming a nuisance to all adjacent land uses; and

WHEREAS, no L-2, Heavy Industrial zoning district may not be created within a one-half mile radius of the Downtown District of Bunnell pursuant to §34-121(a) in the *City of Bunnell Land Development Code*; and

WHEREAS, the subject properties to be rezoned to the L-2, Heavy Industrial zoning district are not within a one-half mile radius of the Downtown District of Bunnell as referred to in Division 2, Article V., Chapter 34 in the *City of Bunnell Land Development Code* and is therefore found to be consistent with §34-121(a) in the *City of Bunnell Land Development Code*; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *2035 Comprehensive Plan*; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, acting as the City's local planning agency, held a public meeting on May 6, 2025 to consider amending the Official Zoning Map of the City of Bunnell and recommended approval by a 3-1 vote of the proposed rezoning for the subject properties as requested by the applicant; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed rezoning of the subject properties as set forth in this ordinance is consistent with the *2035*

Comprehensive Plan of the City of Bunnell, the *City of Bunnell Land Development Code*, 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 foregoing recitals (whereas clauses), along with the City staff report and City Commission agenda memorandum relating to the application of the proposed rezoning of the subject properties, are hereby adopted and incorporated into this Ordinance as the legislative and administrative findings of the City Commission.

(b) 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 certain real property, as described herein and depicted in Exhibit "A" attached to this Ordinance, and totaling 1,259± acres in size, shall be rezoned to the "L-1, Light Industrial" and "L-2, Heavy Industrial" zoning districts from the "AG&S, Agricultural & Silviculture" zoning district.

(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.

Section 3. Conditions of Development.

The US-1 Park development *(Flagler County 2025 Tax Parcel Numbers 26-12-30-0650-00000-0000**;** 35-12-30-0650-000A0-0000**;** 35-12-30-0650-000B0-0010**;** 23-12-30-0650-000D0-0040; 24-12-30-0650-000C0-0070; 25-12-30-0650-000B0-0070; 25-12-30-0650-000C0-0010)*, associated with this Ordinance 2025-06, is approximately 1,259 acres and shall be subject to the following conditions to ensure compatibility with surrounding land uses:

1. The following land use limitations shall apply:
    a. The primary use of processing and large quantity bulk storage of hazardous chemicals (vinyl chloride, benzene, 13-butadiene chromium, and mercury) shall be prohibited;
    b. Landfills shall be prohibited;

c. A fuel distribution terminal (known publicly as the “fuel farm”) shall be prohibited; and

d. The property shall not utilize the Live Local Act for the provision of any affordable housing on the Property.

2. Dark sky lighting shall be used for any development on the Property. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000K. All new fixtures must either carry the International Dark-Sky Association’s Fixture Seal of Approval or meet equivalent dark sky standards.

3. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 35-12-30-0650-000B0-0010 and 26-12-30-0650-00000-0000*, located on the western property lines of the parcels listed herein this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the western property line, concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.

4. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 23-12-30-0650-000D0-0040; 24-12-30-0650-000C0-0070; and 25-12-30-0650-000B0-0070*, located along the eastern property lines that are directly abutting the western side of the FEC Railway for the parcels listed within this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access and rail spurs/crossings pursuant to approved development plans.

5. For the parcel identified by *Flagler County 2025 Tax Parcel Number 25-12-30-0650-000C0-0010*, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the eastern property line of the southern half of the parcel, concurrently with any vertical construction on this paragraph’s above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.

6. Any development within the parcels subject to FLUM application FLUMA 2025-01 that encroach into the five hundred (500) foot wellhead protection buffer, established by Florida Administrative Code (FAC) Rule 62-521.200(7) for the potable water well located on *Flagler County 2025 Tax Parcel Number 25-12-30-1500-00130-0000*, shall be subject to the regulations within FAC Rule 62-521.400.

In conjunction to the limitations correlated to the property subject to this Ordinance, the following limitations shall ensure compatibility with the adjacent City of Bunnell and Unincorporated Flagler County parcels that are currently designated with an agricultural-related land use category in their respective jurisdictions:

1. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 02-13-30-0650-000B0-0010; 35-12-30-0650-000D0-0000; and 36-12-30-0650-000B0-0020; 25-12-30-0650-000C0-0010*, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the southern and eastern property lines, concurrently with any vertical construction on this paragraph's above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.

2. For parcels identified by *Flagler County 2025 Tax Parcel Numbers 02-13-30-0650-000B0-0010 and 35-12-30-0650-000C0-0000*, located on the western property lines of the parcels listed herein this paragraph, a six (6) foot high dirt berm with foliage and index trees (as defined in the City of Bunnell Land Development Code) planted every fifty (50) feet on top of the berm shall be installed within a one hundred (100) foot building setback, starting at the property line, concurrently with any vertical construction on this paragraph's above referenced subject parcels. The berm may be interrupted as necessary to provide access pursuant to approved development plans.

Section 4. L-1, Light Industrial Zoning District Legal Descriptions.
The legal descriptions for the "L-1, Heavy Industrial" zoning district being assigned to the properties that are the subject of this Ordinance are described in Exhibit "B" attached to this Ordinance.

Section 5. L-2, Heavy Industrial Zoning District Legal Descriptions.
The legal descriptions for the "L-2, Heavy Industrial" zoning district being assigned to the properties that are the subject of this Ordinance are described in Exhibit "C" attached to this Ordinance.

Section 6. 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 7. Scrivenor's Errors.
In the event that a scrivener's error, typographical error, legal description error, or cartographic error is identified in this Ordinance or in the exhibit(s) attached hereto, the error may be corrected administratively by the City Manager or designee, in consultation with and approval by the City Attorney, without further action by the City Commission.

Such corrections shall be limited to non-substantive errors that do not alter the intent, meaning, or effect of this Ordinance or the Rezoning approved herein. Any corrected exhibit or description shall be maintained in the official records of the City.

Section 8. 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 9. Conflicts.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 10. Non-codificaiton.
This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 11. Effective Date.
This Ordinance shall take effect upon the effective date of Ordinance 2025-05.

First Reading: approved on this _____ day of _____, 2025.

Second Reading/Final Reading: adopted on this _____ day of _____ 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

_____
Kristen Bates, MMC, City Clerk

_____
Vose Law Firm, City Attorney

Seal:

Exhibit "A"
Amended Zoning Map

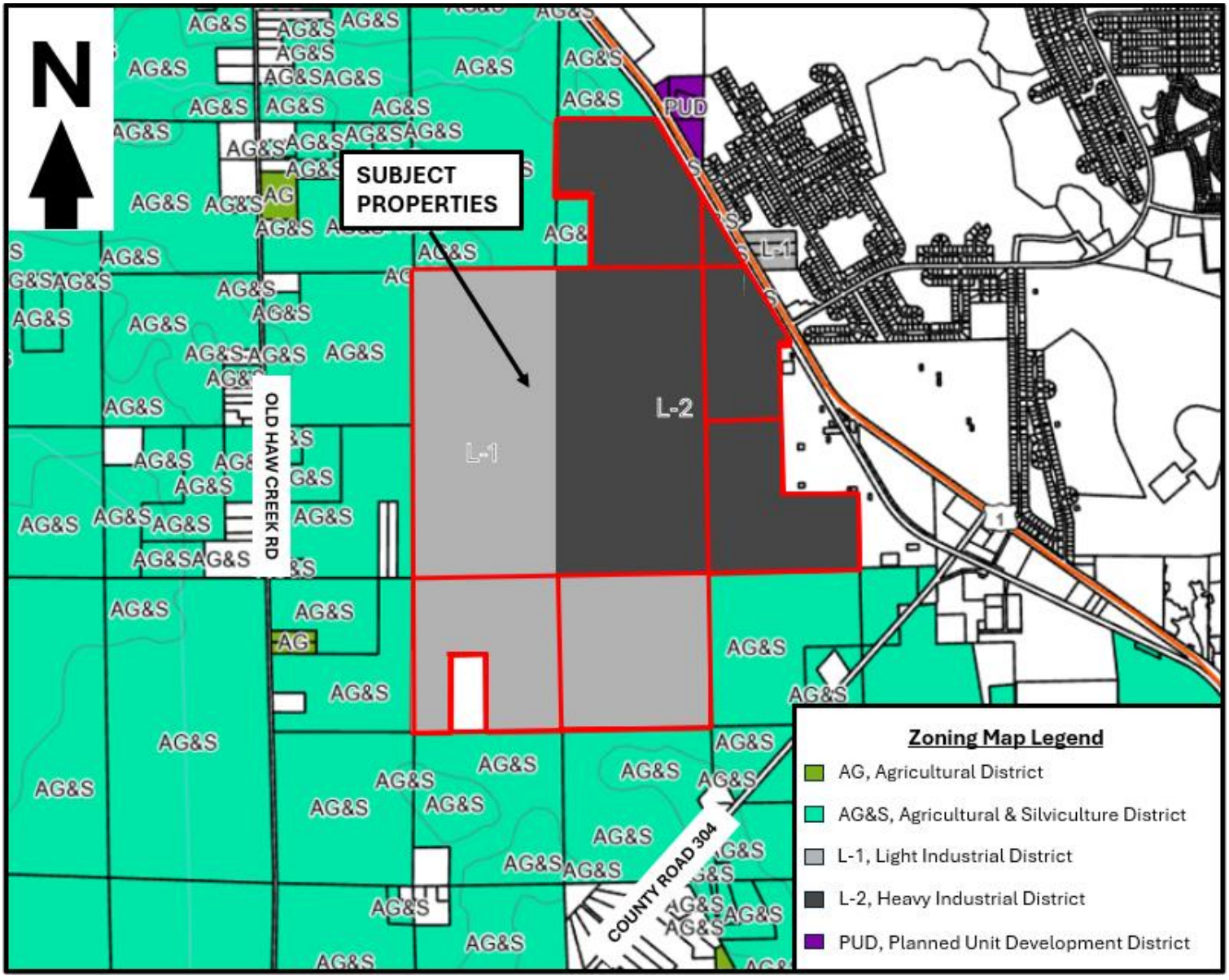


Exhibit "B"

L-1, Light Industrial Zoning District Legal Descriptions

Tax Parcel Identification Numbers:

26-12-30-0650-00000-0000

Legal Description:

The W 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Tax Parcel Identification Numbers:

35-12-30-0650-000A0-0000
35-12-30-0650-000B0-0010

Legal Description:

The N 1/2 of Section 35, Township 12 South, Range 30 East, in Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida; LESS Tract 9, Block B of said Section 35.

Exhibit "C"

L-2, Heavy Industrial Zoning District Legal Descriptions

Tax Parcel Identification Numbers:

23-12-30-0650-000D0-0040

Legal Description:

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Tax Parcel Identification Numbers:

24-12-30-0650-000C0-0070

Legal Description:

That part of Tracts 7, 8 and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Tax Parcel Identification Numbers:

25-12-30-0650-000B0-0070
25-12-30-0650-000C0-0010

Legal Description:

That part of Tracts 6, 11 and 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10 and all of Tracts 16 through 23, inclusive of Block B; Tracts 1 through 16, inclusive of Block C; SE ¼ of SW ¼, all in Section 25, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Tax Parcel Identification Numbers:

26-12-30-0650-00000-0000

Legal Description:

The E 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

2025

City of Bunnell

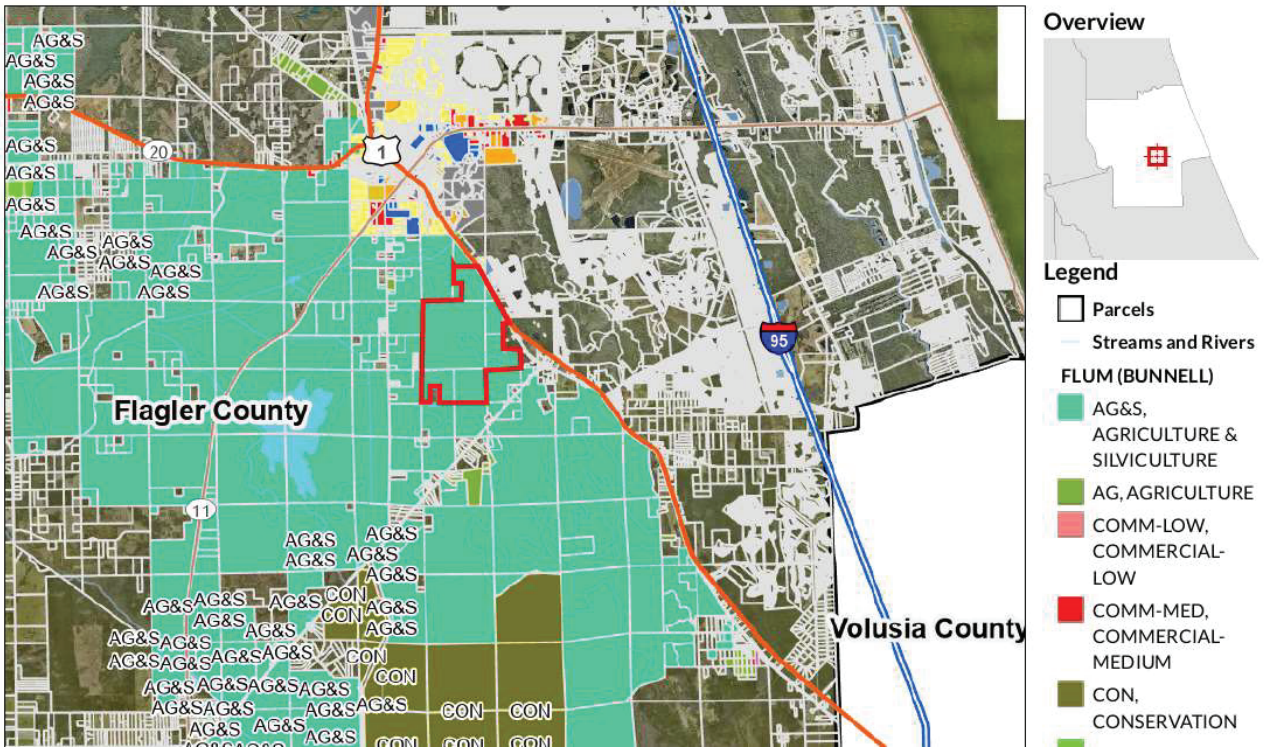
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND REZONING NARRATIVE JUSTIFICATION STATEMENT

US 1 PARK

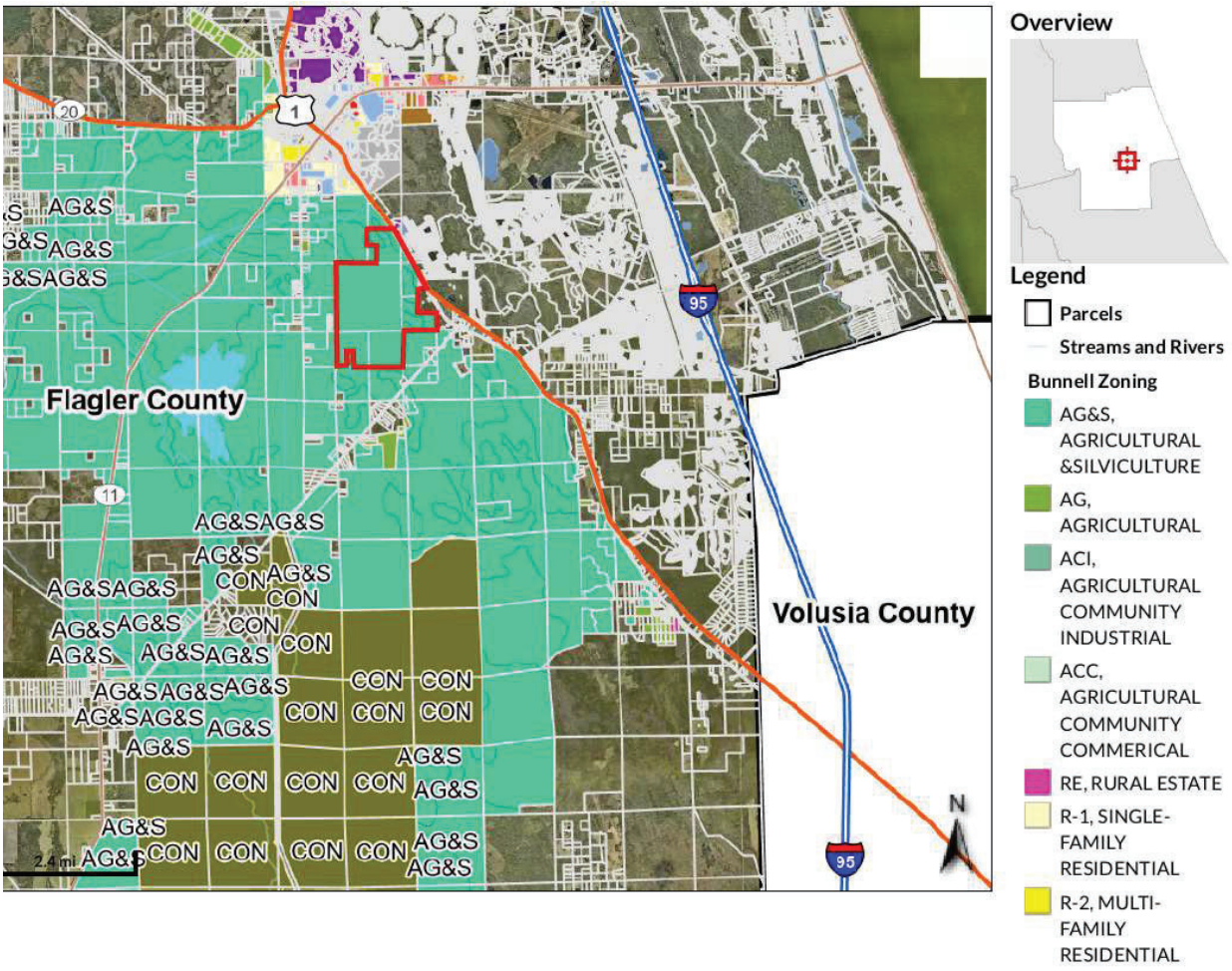
I. General Data

The subject Property is comprised of approximately 1,259 +/- acres of undeveloped land located east of Old Haw Creek Road and West of US Highway 1 within the City of Bunnell. The parcels are identified as Parcel ID 23-12-30-0650-000D0-0040, 24-12-30-0650-000C0-0070, 25-12-30-0650-000B0-0070, 25-12-30-0650-000C0-0010, 26-12-30-0650-00000-0000, 35-12-30-0650-000A0-0000, 35-12-30-0650-000B0-0010, with no assigned addresses (the "Property"). The current City future land use designation is Agriculture & Silviculture and the zoning designation is AG&S.

EXISTING FUTURE LAND USE



EXISTING ZONING



II. Proposed Changes

This is a request for large-scale Comprehensive Plan future land use ("FLU") map amendment to Industrial and companion rezonings of the Property into Light Industrial ("L-1") and Heavy Industrial ("L-2") zoning districts respectively, as shown on the attached **Exhibit "A"** (collectively, the "Requests"). The corresponding legal descriptions for the L-1 and L-2 portions of the Property are attached as **Exhibits "B**", respectively. The applicant has also proposed specific conditions of approval attached hereto as **Exhibit "C"** (the "Conditions of Approval") which shall become binding on the Property if the Requests are approved.

Pursuant to Future Land Use Policy 7.4, the Industrial FLU designation provides for development at a maximum intensity of 0.5 FAR per gross acre. Industrial FLU development shall have a maximum ISR of 70% under Policy 10.1.

Future Land Use Categories

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Residential Land Use	
Single-Family Low Density	4 units per acre
Single-Family Medium Density	8 units per acre
Multi-Family	Min: 8 units per acre; Max 20 units per acre
Residential Mixed Use	12 units per acre/ 0.2 FAR
Commercial Land Use	
Commercial-Low	0.2 FAR/if mixed-use 12 units per acre
Commercial-Medium	0.4 FAR/if mixed-use 20 units per acre
Industrial Land Use	
Industrial	0.5 FAR
Agricultural Land Use	
Agricultural Community Commercial	1 unit per acre/ 0.4 FAR
Agricultural Community Industrial	0.5 FAR
Agricultural	1 unit per acre
Agriculture & Silviculture	1 unit per 5 acres
Rural Estates	1 unit per acre
Open Land Use	
Conservation	Not Developable
Recreation	N/A
Public Land Use	
Public	0.6 FAR
Institutional	0.5 FAR

In accordance with FLU Objective 10, the Industrial FLU category was "established to provide sufficient land for existing and anticipated future industrial needs and requisite support services." Specifically, FLU Policy 10.1 provides that the Industrial FLU designation is intended for land that can "accommodate light to heavy commercial, business and industrial uses." Pursuant to Section 34-120 of the Land Development Code ("LDC"), the L-1 zoning designation is intended to provide land for "light manufacturing, fabricating, and assembly plants, business services, offices, retail, storage, warehousing, wholesaling and distribution." The L-2 zoning designation, pursuant to Section 34-121 of the LDC, is intended to "provide areas appropriate where various heavy and extensive industrial operations can be conducted" and "to promote the most efficient use of the land for heavy industrial uses."

III. Consistency with City of Bunnell Comprehensive Plan and Land Development Code

Pursuant to the permitted uses in L-1 (per Section 34-120) and L-2 (per Section 34-121), the proposed changes would provide significant economic development and employment opportunities for the City. Moreover, this proposed development program would not interfere with businesses in the existing industrial districts of downtown Bunnell nor contribute to urban sprawl.

The City's Comprehensive Plan established clear economic development goals and policies under Goal 19. Goal 19 provides that the City shall "[p]romote economic development in an effort to provide a variety of employment opportunities, create a sustainable future, and encourage a positive business climate." Objective 19.1 goes on to note that the City shall "[p]romote an economic strategy that will address a variety of economic opportunities." The requested entitlements for the US 1 Park will be transformative for the City by providing a range of different allowable industrial and commerce uses in an area strategically situated to take advantage of existing transportation networks, including rail opportunities, as well as future potential transportation networks. The ability to attract a range of businesses with different employment and wage ranges can help attract new residents to the City and provide economic opportunities to those who already live and in around Bunnell.

According to Policy 19.1.2, the "City shall work towards a variety of policies within the Comprehensive Plan and land development code that support and encourage commercial and industrial development within the City and surrounding area." Such economic development efforts include "strengthening and diversifying the local economy" and the "promotion of uses that are commercial or industrial that support, promote or are compatible with the agricultural industry." The City has not only codified policies that mandate economic development efforts, but the specific desire for commercial and industrial development have been expressed as recently as January 31, 2025, in Bunnell City Commission workshops where Henry Deen addressed the City regarding growth and economic development. Specifically, Mr. Deen confirmed that commercial/industrial growth is needed, that such developments typically have lower impacts on City services and that growth is critical to sustain and grow the local economy. The ability to generate more revenue to maintain and extend services to citizens relies upon growth and the US 1 Park will provide such opportunities for the City.

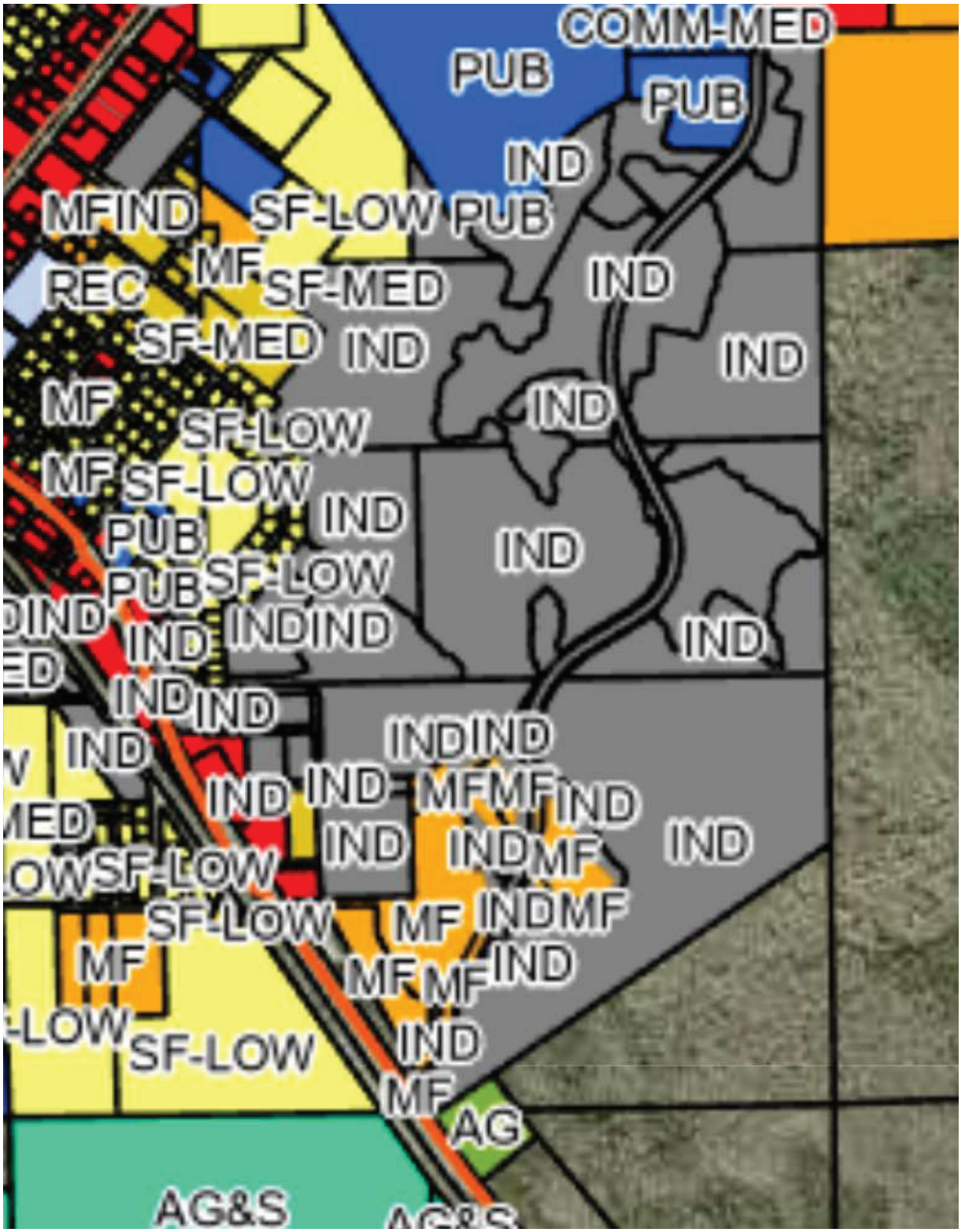
Finally, in looking at land use and zoning changes, the demand on public facilities is considered. The uses permitted by right under the proposed zoning classifications will have a minimal demand on public facilities and services compared to the intensity of development that could be proposed, such as single-family residential. Future site development will comply with any and all state and local permitting requirements. Once a concurrency assessment under LDC Section 2-115 is performed at future site planning to determine any impacts the proposed development will have on infrastructure and other public facilities, capacity deficiencies will be addressed accordingly prior to site development.

IV. Suitability Analysis

As noted above, the requests are suitable considering the character of undeveloped lands, soils, topography, natural resources and historic resources on site. As the requests are only the initial zoning and future land use changes; any specific development activities will be further analyzed under existing local and state regulations to ensure minimization of impacts on surrounding properties and established levels of service. The need for economic development and specifically industrial opportunities in the City can be met while still adhering to LDC design standards for buffering, open space and natural resource impacts.

Moreover, there are existing properties in the City with an Industrial FLU which are adjacent to County and City properties that have future land use designations of residential (in some instances, very dense residential) and ag.





The Requests include Conditions of Approval which would provide for setbacks, landscaping, dark-sky lighting and other use restrictions which far exceeds anything that is currently

provided or would have to be provided under the existing Industrial future land use designation. The City's future land use map shows that Industrial designations are not de facto incompatible with other less intense land use designations. Quite to the contrary- the map underscores that different land uses can and do exist in harmony.

Minimum Land Needed to Achieve Goals and Requirements

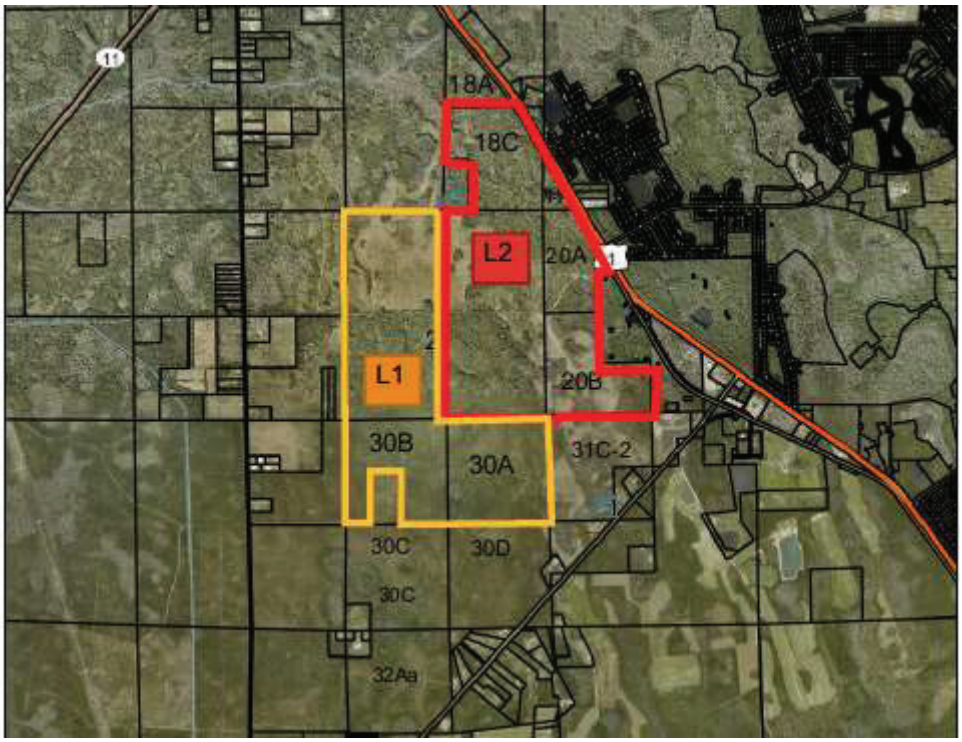
The request provides for a significant amount of acreage that will ensure flexibility in site design. The large area covered by these requests will ensure that the impact of any development can be appropriately accommodated and mitigated. While there is no specific acreage that is mandated for an industrial and commerce park for the City, the greater the size of the project, the greater market flexibility exists and the greater the opportunities for development and economic benefit to the City.

V. Conclusion

In summary, this request will create new economic opportunities for the City by diversifying the commercial and industrial base of Bunnell. Nonresidential uses can allow flexible site design to achieve a more desirable and efficient use of land. The permitted uses allowed under the L-1 and L-2 zoning districts are compatible with surrounding properties and consistent with the City's LDC.

EXHIBIT "A"

PROPOSED ZONING MAP



Proposed L2 Zoning

Map 18C: 23-12-30-0650-000D0-0040
Map 19: 24-12-30-0650-000C0-0070
Map 20A: 25-12-30-0650-000B0-0070
Map 20B: 25-12-30-0650-000C0-0010
Map 21: 26-12-30-0650-00000-0000

Proposed L1 Zoning

Map 21: 26-12-30-0650-00000-0000
Map 30A: 35-12-30-0650-000A0-0000
Map 30B: 35-12-30-0650-000B0-0010

EXHIBIT "B"

L-1 LEGAL DESCRIPTIONS

Map ID 21 – Parcel 26-12-30-0650-00000-0000

Legal Description:

The W 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 30A – Parcel ID 35-12-30-0650-000A0-0000
Map ID 30B - Parcel ID 35-12-30-0650-000B0-0010

Legal Description:

The N 1/2 of Section 35, Township 12 South, Range 30 East, in Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida; LESS Tract 9, Block B of said Section 35;

L-2 LEGAL DESCRIPTIONS

Map ID 18C – Parcel ID 23-12-30-0650-000D0-0040

Legal Description:

That part of Tracts 1, 2, 3, and 15 lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Block D; All in Section 23, Township 12 South, Range 30 East, Bunnell Development Company Land of Bunnell, according to the plat thereof as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.

Map ID 19 – Parcel ID 24-12-30-0650-000C0-0070

Legal Description:

That part of Tracts 7, 8 and 9 of Block C lying South and West of the Florida East Coast Railway right-of-way in Section 24, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 20A – Parcel ID 25-12-30-0650-000B0-0070
Map ID 20B – Parcel ID 25-12-30-0650-000C0-0010

That part of Tracts 6, 11 and 12, lying South and West of the Florida East Coast Railway right-of-way and all of Tracts 7, 8, 9, 10 and all of Tracts 16 through 23, inclusive of Block B; Tracts 1 through 16, inclusive of Block C; SE ¼ of SW ¼, all in Section 25, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

Map ID 21 – Parcel 26-12-30-0650-00000-0000

Legal Description:

The E 1/2 of Section 26, Township 12 South, Range 30 East, Map of the Bunnell Development Company Subdivision, as recorded in the Office of the Clerk of the Circuit Court, Flagler County, Florida.

EXHIBIT "C"

Applicant Proposed Binding Conditions of Approval

US-1 Park

1. The following use limitations shall apply to all properties in Exhibit "A" (the "Property"):

    a. The primary use of processing and large quantity bulk storage of hazardous chemicals (vinyl chloride, benzene, 1,3-butadiene chromium, and mercury) shall be prohibited;

    b. Landfills shall be prohibited;

    c. A fuel distribution terminal (known publicly as the "fuel farm" proposed by Belvedere or similar companies) shall be prohibited; and

    d. The Property shall not utilize the Live Local Act for the provision of any affordable housing on the Property.

2. Dark sky lighting shall be used for any development on the Property. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000k. All new fixtures must either carry the International Dark-Sky Association's Fixture Seal of Approval or meet equivalent dark sky standards.

3. In recognition of the proximity to adjacent properties not owned by the applicant, the following regulations shall apply:

    a. Subject to permitting, along the properties line outlined in dark blue and shown and described on Exhibit "B", and within a 100' building setback that shall start at the property line, a 6' high dirt berm with foliage and index trees (as defined in City Code Section 14-191) planted every 50' on top of the berm shall be installed concurrent with any vertical construction on the parcels indicated as 20B, 30A and 30B (provided any access may interrupt such berm); and

    b. Subject to permitting, along on the Property west of the FEC Railway, a 6' high dirt berm with foliage and index trees (as defined in City Code Section 14-191) planted every 50' on top of the berm shall be installed concurrent with any vertical construction on the parcels indicated as 18C, 19 and 20A on Exhibit "B" (provided any access, crossing or rail spurs may interrupt such berm).

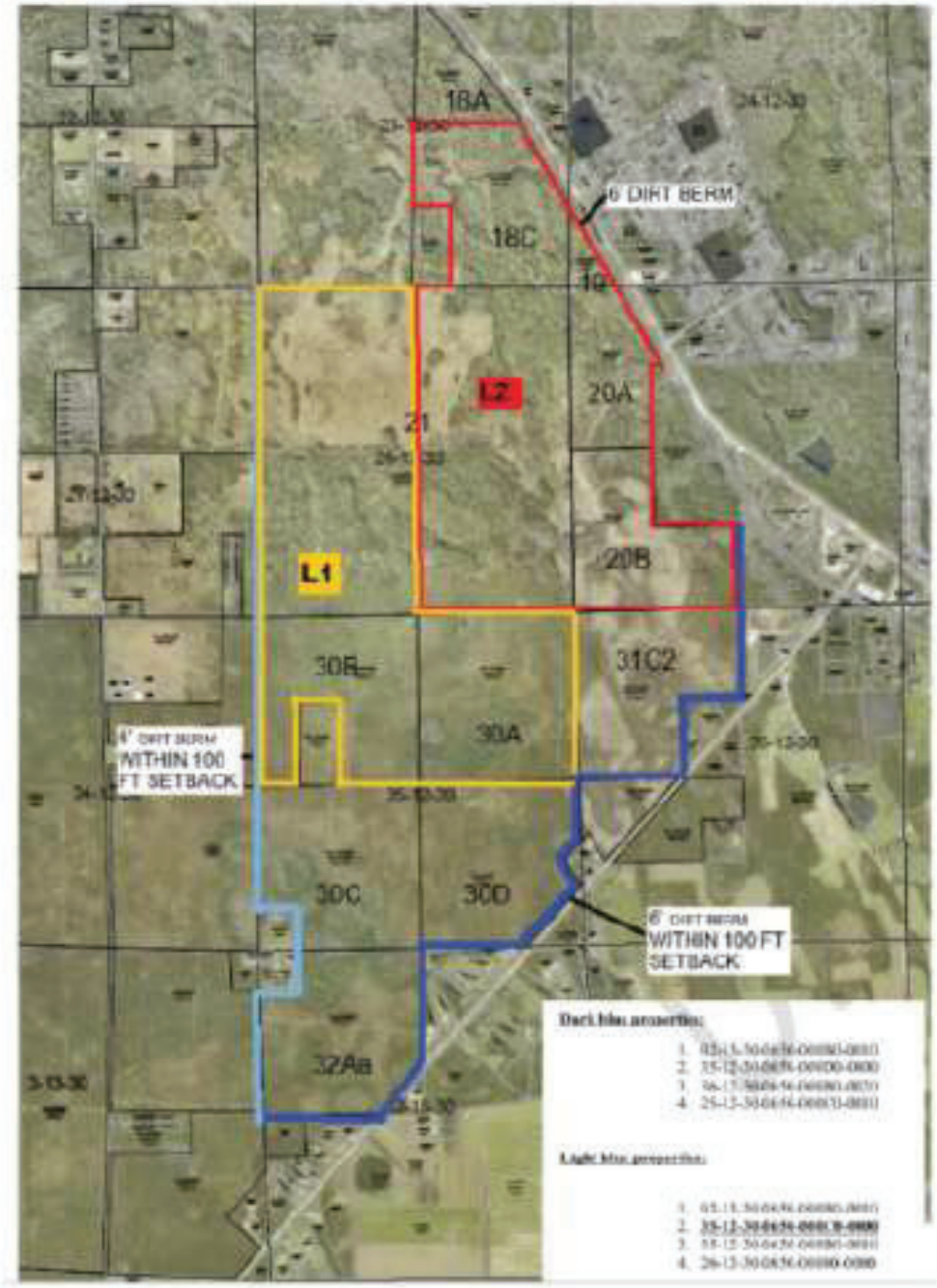
    c. Subject to permitting, on the west side of the properties (along the area marked in light blue and shown and described on Exhibit "B", and within a 100' building setback that shall start at the property line , a 6' high dirt berm with foliage and index trees planted every 50' on top of the berm shall be installed prior to any vertical construction on 30B and 21 (provided any access may interrupt such berm).

EXHIBIT "A"

The Property

Prop ID	Map ID	Parcel ID	Acreage	Proposed FLU	Proposed Zoning
12122	18C	23-12-30-0650-000D0-0040	118	Industrial	L2
12127	19	24-12-30-0650-000C0-0070	9	Industrial	L2
12187	21	26-12-30-0650-00000-0000	640	Industrial	L1/L2
12135	20A	25-12-30-0650-000B0-0070	72	Industrial	L2
12137	20B	25-12-30-0650-000C0-0010	120	Industrial	L2
12248	30A	35-12-30-0650-000A0-0000	160	Industrial	L1
12249	30B	35-12-30-0650-000B0-0010	140	Industrial	L1
		TOTAL L1 AND L2 ZONING	**1,259**		

Exhibit "B"


18A
6 DIRT BERM
18C
L2
20A
21
L1
20B
30B
31C2
30A
4' DIRT BERM WITHIN 100 FT SETBACK
30C
30D
6' DIRT BERM WITHIN 100 FT SETBACK
32AB
Parcels in property:
Light blue property:

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 2025-06

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 1,259± ACRES IN THE CITY OF BUNNELL LIMITS FROM "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO "L-1, LIGHT INDUSTRIAL DISTRICT" AND "L-2, HEAVY INDUSTRIAL DISTRICT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR 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:
  - ☐ Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - ☒ Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ 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 initiated by an applicant for amending the Official Zoning Map for 1,259 +/- acres and establishing conditions of development.

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

City of Bunnell, Florida

Agenda Item No. G.1.

Department: Infrastructure
Subject: Approval to submit a Community Development Block Grant – Disaster Recovery (CDBG-DR) Mitigation application for utility infrastructure resiliency projects
Agenda Section: **New Business:**

ATTACHMENTS:
Description
CDBG-DR-Fact-Sheet.pdf

Summary/Highlights:

The City of Bunnell is seeking CDBG-DR funding to support two critical utilities projects designed to protect infrastructure, reduce flooding risks, and improve resiliency during extreme weather events:

1. **Distribution Project – Pump House Flood Protection ($8 million request)**
   Construction of a new pump house in a flood-resistant location to safeguard critical assets from damage during heavy rainfall and storm events. The current facility is located in a low-lying area prone to flooding.

2. **Collections Project – System Rehabilitation to Reduce Infiltration & Inflow (I&I) ($8 million request)**
   Lining of manholes and lift stations throughout the wastewater collection system to reduce I&I during rain events. The current system becomes inundated during heavy storms, causing flows to exceed the Wastewater Treatment Plant's capacity and leading to untreated sewage overflows.

Both projects align with the CDBG-DR program goals of protecting critical infrastructure, reducing future storm impacts, and enhancing community resiliency. The total combined grant request is **$16 million**.

- The deadline to submit these applications is September 29th.

Background:

The City has identified flooding and storm-related vulnerabilities in both the water distribution

and wastewater collection systems. Relocating and hardening the pump house will protect essential infrastructure from flood damage. Rehabilitation of manholes and lift stations will reduce I&I, prevent sanitary sewer overflows, and extend the lifespan of the collection system. The CDBG-DR program provides an opportunity to secure grant funding to implement these resiliency improvements without significant burden on local ratepayers.

Staff Recommendation:

Authorize staff to prepare and submit the CDBG-DR grant applications for:
- Pump House Flood Protection Design & Construction: $8 million
- Collections System Lining Rehabilitation Project: $8 million

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Authorize staff to prepare and submit the CDBG-DR grant applications for:
- Pump House Flood Protection Design & Construction: $8 million
- Collections System Lining Rehabilitation Project: $8 million

City Manager Review/Recommendation:

Approved.

Fact Sheet

Community Development Block Grant Disaster Recovery (CDBG-DR)

WHAT IS CDBG-DR?

When the President declares a major disaster, Congress may appropriate funds to the Department of Housing and Urban Development (HUD) when there are significant unmet needs for long-term recovery.

HOW CAN CDBG-DR FUNDS BE USED?

The special appropriation provides funds to the most impacted and distressed areas for:

- Disaster Relief.
- Long Term-Recovery.
- Restoration of Infrastructure.
- Housing.
- Economic Revitalization.

HOW CAN I/MY COMMUNITY APPLY FOR CDBG-DR FUNDS?

Individuals nor communities can apply for funds. HUD will notify eligible States, cities and counties if they are eligible to receive CDBG-DR grants. HUD allocates funds based on unmet recovery needs. Each CDBG-DR award/allocation method is published in a Federal Register Notice, which also contains information on:

- Eligible Recovery Activities.
- Program Requirements, including distribution of funds to be spent in low and moderate income communities.
- Appropriation Specific Waivers and Alternative Requirements.

WHO IS ELIGIBLE TO RECEIVE FUNDING?

Members of the public impacted by a disaster cannot receive CDBG-DR funds directly from HUD. Funds are awarded to state and local governments which become grantees. Those who receive grant money include state agencies, non-profit organizations, economic development agencies, citizens and businesses.

CAN CDBG-DR FUNDS BE COMBINED WITH OTHER FEDERAL ASSISTANCE?

CDBG-DR funding supplements other Federal recovery assistance programs administered by the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA), and the United States Army Corps of Engineers (USACE). CDBG-DR funds cannot duplicate funding available from federal, state or local governments, private and non-profit organizations, insurance proceeds, or any other source of assistance. CDBG-DR funds may also be used to match other federal resources and can also be used in combination with the Department of Health and Human Services (HHS) Social Services Block Grants (SSBGs).

WHEN ARE CDBG-DR FUNDS DISTRIBUTED?

Before cities, counties and states can begin utilizing CDBG-DR funds (expenditure) several steps must be completed to include creation of a disaster recovery web page, Action Plan approval, applicable environmental reviews and the execution of a grant agreement with HUD.

WHERE CAN I FIND INFORMATION ON GRANTEES AND THEIR PROGRAMS?

Information on all CDBG-DR active grants and grantee information can be found at https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-grantee-contact-information/, or you can call 202-708-3587 to speak with a HUD representative. To find out more information on a specific grantee's program please visit the grantee's official website. Their homepage will allow you to navigate to information on all disaster recovery activities as well as the published Action Plan.

CAN CITIZENS DECIDE HOW CDBG-DR FUNDS ARE ALLOCATED AND USED?

Citizen participation is both encouraged and required throughout the CDBG-DR grant process. Each grantee's Action Plan must include a Citizen Participation Plan which describes how the public will be informed and engaged throughout the grant's lifecycle.

- Prior to approval by HUD, the grantee's Action Plan for disaster recovery is posted for public comment. This allows citizens, affected local governments and other interested parties an opportunity to provide comments. All comments on the Action Plan or any substantial amendment, received orally or in writing, will be considered. Afterwards the approved Action Plan along with any changes or updates will be displayed on the grantee's disaster recovery web page.
- The details on each recovery program with links to all action plans, citizen participation requirements, performance reports, contracts, program availability, requirements and quarterly progress reports are available on the grantee's disaster recovery web page.
- Grantees may also provide information through electronic mailings, press releases, statements by public officials, media advertisements, public service announcements and neighborhood organizations to include those which perform outreach to populations disproportionately impacted by a disaster such as senior citizens, persons with disabilities and those with low and moderate incomes.
- All information must be available in an accessible format for persons with disabilities or Limited-English Proficiency (LEP) in languages appropriate for the geographic area served by the jurisdiction.

WHAT IF I HAVE A COMPLAINT ABOUT CDBG-DR ACTIVITIES IN MY COMMUNITY?

First contact the grantee. Each grantee's website must contain information on how to submit a complaint. Grantees must provide a timely written response to every citizen complaint. If you are unsure of how to submit a complaint contact your local HUD office for assistance. HUD's local office directory can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/field_policy_mgt/localoffices

City of Bunnell, Florida

Agenda Item No. .

Department: City Clerk
Subject: City Manager Report- August 2025
Agenda Section: City Manager

ATTACHMENTS:
Description
City Manager Report- August 2025.pdf

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For August 2025

Published: September 2025

Bunnell Administration Complex Dedication Ceremony– August 27,2025





Bunnell Administration Complex Dedication Ceremony– August 27,2025









Flagler Central Commerce Parkway Ribbon Cutting Ceremony– August 29,2025







City Announcement

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.

- ⇒ October 11: Family Life Center Italian Festival at the Flagler County Fairgrounds
- ⇒ October 2025 - mid to end of the month; anticipated release date of the 2026 Candidate Handbook (check with City Clerk)
- ⇒ October 31, 2025– Halloween in Bunnell
- ⇒ November 11, 2025– Veteran's Day Parade
- ⇒ December 8, 2025 @ 12:00 PM - Deadline to turn in petitions for petition qualification for the 2026 Municipal Election
- ⇒ December 12, 2025– Bunnell Christmas at JB King Park
- ⇒ January 5, 2026 @ 8:00 AM to January 9, 2026 @ 12:00 PM– Qualification Period for 2026 Municipal Election
- ⇒ January 30, 2026 - Commission Advance
- ⇒ March 3, 2026– Municipal Election (2 Commission seats)



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.

Capital Projects: *#beinthebunnellknow*

Did you know the City is managing an estimated $88 million dollars worth of funds for improvements to City infrastructure and facilities over the next 3 years?

#beinthebunnellknow

To provide on-going information and pictures on major capital improvement projects within the City, a new webpage has been launched : https://www.bunnellcity.us/capital-projects/pages/projects

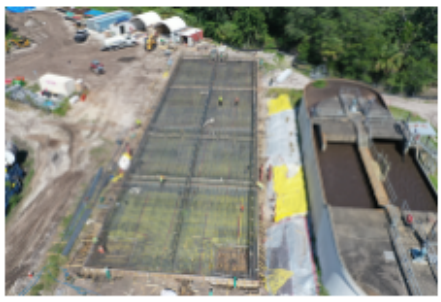
Register to get updates on changes in projects through the subscribe link on the City's homepage.

Wastewater Treatment Plant Rehab / Expansion

The project entails design, permitting, funding assistance, and construction administration services to re-habilitate the existing plant to meet advanced wastewater treatment standards and expand the treatment capacity to 1.20 MGD.

CLICK HERE for more information on this Infrastructure Department project.

Primary Department:	Infrastructure / Collection Utility
Award / Budgeted Amount:	$44,799,303
Funding Source:	USACE Funding | SJRWMD Grant | FL State Grant | SRF Loan
Amount Spent to Date:	$13,370,871
Percent Complete:	30%
Milestone Completed:	Chem Feed Pad, Generator Pad, & Electrical Building Pad Pours | BNR Base Slab Pour
Next Milestone / Step:	BNR Wall Forms and Concrete Pours to Continue
Target Completion Date:	April 2027



Design-Build Brackish Water Reverse Osmosis Project

Design and construct a reverse osmosis system to treat brackish water and conduct a pilot study to determine the most effective treatment for the system.

CLICK HERE for more information on this Infrastructure Department project.



Primary Department:	Infrastructure / Distribution
Award / Budgeted Amount:	$4,500,000
Funding Source:	State of Florida Department of Environmental Protection Legislative Grant
Amount Spent to Date:	$267,437
Percent Complete:	5.9%
Milestone Completed:	90% Cost Estimate Review
Next Milestone / Step:	CUP- Additional Allocation in Progress | SJRWMD Ground Water Modeling
Target Completion Date:	September 2026

Hymon Circle Stormwater Project

Stormwater drainage project for the Hymon Circle community to reduce flooding.

CLICK HERE for more information on this Infrastructure Department project.

Primary Department:	Infrastructure / Stormwater
Award / Budgeted Amount:	$700,000
Funding Source:	Small Cities Community Development Block Grant (CDBG)
Amount Spent to Date:	$449,825
Percent Complete:	90%
Milestone Completed:	Final Walkthrough/ Punch List
Next Milestone / Step:	Pay App 2 | Change Order #2 Construction | Substantial Completion
Target Completion Date:	September 2025



Phase 2 Coquina Hall Restoration

Phase 1 work at the Historic Coquina City Hall was completed in December 2024. Construction documents for Phase 2 are currently undergoing final review by the State of Florida, Division of Historical Resources, and will be ready for permitting once this review is complete. The primary goals of Phase II are to complete necessary repairs and to improve the accessibility of the building through ADA improvements. Phase 2 includes the following work: re-roofing the main building with new architectural shingles t have a similar appearance to the original asbestos roofing; rigid insulation roof panels and new gutters wi also be installed; damaged roof sheathing and rafters will be repaired to match the existing materials; non-historic side entry canopies will be removed, and the original wood side doors will be refinished; new transom windows will be installed above the side doors; ADA access will be restored; structural repairs wi also occur in the crawl space to address damaged floor joists; new ADA-compliant Men's and Women's restrooms will be built; and an expansion of the kitchen, including new finishes, cabinets, and appliances. Click here for updates and photos.

Primary Department:	Parks & Recreation / City Clerk
Award / Budgeted Amount:	$870,000.00
Funding Source:	Legislative Appropriations
Amount Spent to Date:	$82,668.27
Percent Complete:	10%
Next Milestone / Step:	COMPLETED- Kick-off meeting and commencement of construction August 11th, Demolition, and Underfloor plumbing rough-in NEXT- Underfloor electrical rough-in, wall framing, in-wall plumbing and electrical rough-in, floor joist shoring, and ramp layout and foundations
Target Completion Date:	12/19/2025



Other Projects & Plant Capacities

Grant Projects: **Expense** **Grant Amt**

FDEM Storm Water Master Plan: **$300,000**

A stormwater master plan (SWMP) will evaluate the entire stormwater collection system for performance and identify necessary improvements. The primary objectives of the SWMP are to develop a model of the stormwater system, estimate future growth, model design storm events for flood control, model BMPs to estimate nutrient and pollutant removal, and estimate future projects required to accommodate the projected growth, the identified flood control needs, and the identified pollutant removal requirements. A SWMP will also increase the potential of grant funding for future projects.

Proposal currently under review.

Master Plan / Capital Projects: **Expense** **Funding Amt**

GPR/GIS Mapping (MP): **$39,925** **$100,000**

Ground Penetrating Radar (GPR) and Geographic Information System (GIS). Accurately map underground water and sewer lines.

GIS information being collected and input into the system.

HSP Install Phase 2 **$200,000**

Installation of the two remaining high service pumps along with Variable Frequency Drives (VFDs), electrical components and piping.

Developing Project Scope for bid process.

Well 8 **$20,000** **$70,680**

Hydrologic evaluation and conduct pumping redevelopment to attempt to reduce the amount of sediment.

Evaluation complete. Purchase order issued for redevelopment.

WTP Pump House Rehab: **$75,000**

Rehabilitate pump house structure walls, roof and slab.
Information gathering and grant funding in process.

GSB Lift Station Panel **$1,319** **$9,000**

Replacement of the lift station control panel to ensure reliable operation, updated components, and compliance with current electrical and safety standards.

Purchasing in process.

S Anderson Lift Station Property Fence: **$ 980** **$ 25,000**

Fencing the City lift station property for public safety.
Survey complete. Purchasing in process.

Gravity Collection System Renewal & Replacement (MP):

Annual Manhole Rehab **$100,000**

Manhole Repair and Line.
Information gathering and planning process.

Park Updates and Facility Rentals

Parks operate during daylight hours (ie. dawn to dusk)

THERE ARE NO DOGS ALLOWED IN CITY PARKS

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 ALERT: Coquina Hall and Lake Lucille located at 200 S. Church Street ARE NOT currently available to rent.

You can rent the following City facilities:

- **Versie Lee Mitchell Community Center**
- **Edward Johnson "EJ" Park**
- **JB King Park– Pavilion A or Pavilion B**
- **Commissioner Jackson Park**
- **Carver Fields**

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.

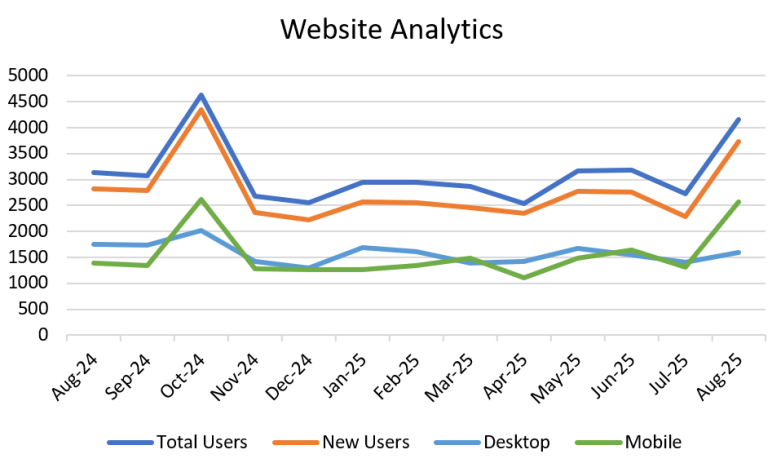
Information Technology

Everyone is in the new building. All systems for the PD have been reset. Need to relocate a couple servers from the water plant to the new building. That will be a weekend project.

Year 3 of the Cyber Security grant is partially funded. With the delays in getting the state budget approved, the Florida Digital service is working on spreading the funds among the past recipients, and finalizing the program. There is no word at this point on if the City will be funded or not.

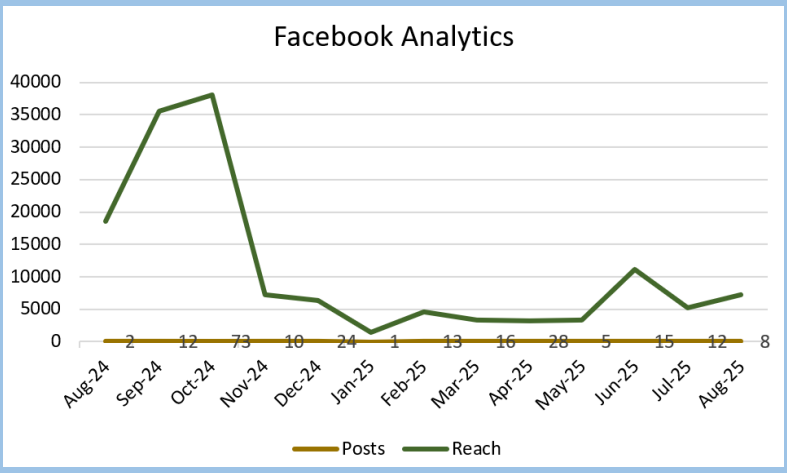
However the subscription period for the software titles we are utilizing have expired. I have reached out to the various vendors to see if there are any gap plans. All have indicated the Florida Digital Service has not communicated well with them on the continuation of the program. Have received some quotes on a 6 month subscription for 2 of the titles. PO in the works for 1, attempting to finalize the other.

Not sure at this point if we will get funded for the software we have been utilizing the last couple years. Worse case scenario, we have to purchase other software titles, uninstall what we have and replace it with new systems. Funds are in our current budget. But they will not cover the software titles provided by the State.



Top 10 web pages:

1. Home Page
2. Police Dept
3. Open Positions
4. Agendas
5. Reserve at Haw Creek Project
6. Advance Search
7. Cit Commission
8. Employment Application
9. Building Dept
10. Solid Waste



City Clerk Office

The City Clerk Office published and noticed agendas for the City's Public meetings held in August. 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. Noticing of agendas also includes making sure all agenda items on an agenda are noticed and advertised in accordance with Florida Statute and local regulations.

The City Clerk is also responsible for the recording of ordinances/documents and all follow-up as needed for matters heard by the City Commission.

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

- Implementation of the new Agenda Platform– PEAK
- Preparation of the monthly Capital Improvements Project report and the City Manager Report
- Bunnell Christmas 2025 planning and looking for event sponsors
- Phase 2 Coquina City Hall Project: weekly meetings with contractor regarding progress; on-going design discussions
- Planning and hosting of the Administration Complex Building Dedication event on April 27, 2025
- Working with Engineering on Warranty items for the Administration Complex
- Moving official records from storage to the Administration Complex; organizing official City records in Records Room
- 41.25 hours of work on records requests
- 14 Title Searches for building permits and code enforcement issues. Each search can take up to and sometimes over 30 minutes.
- On-Going Planning for September 17th Annual Elected Officials Ethics and Sunshine Law Training

Human Resources

ANNIVERSARIES:

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



NEW EMPLOYEES:

The City wants to give a warm welcome to our newest employee:

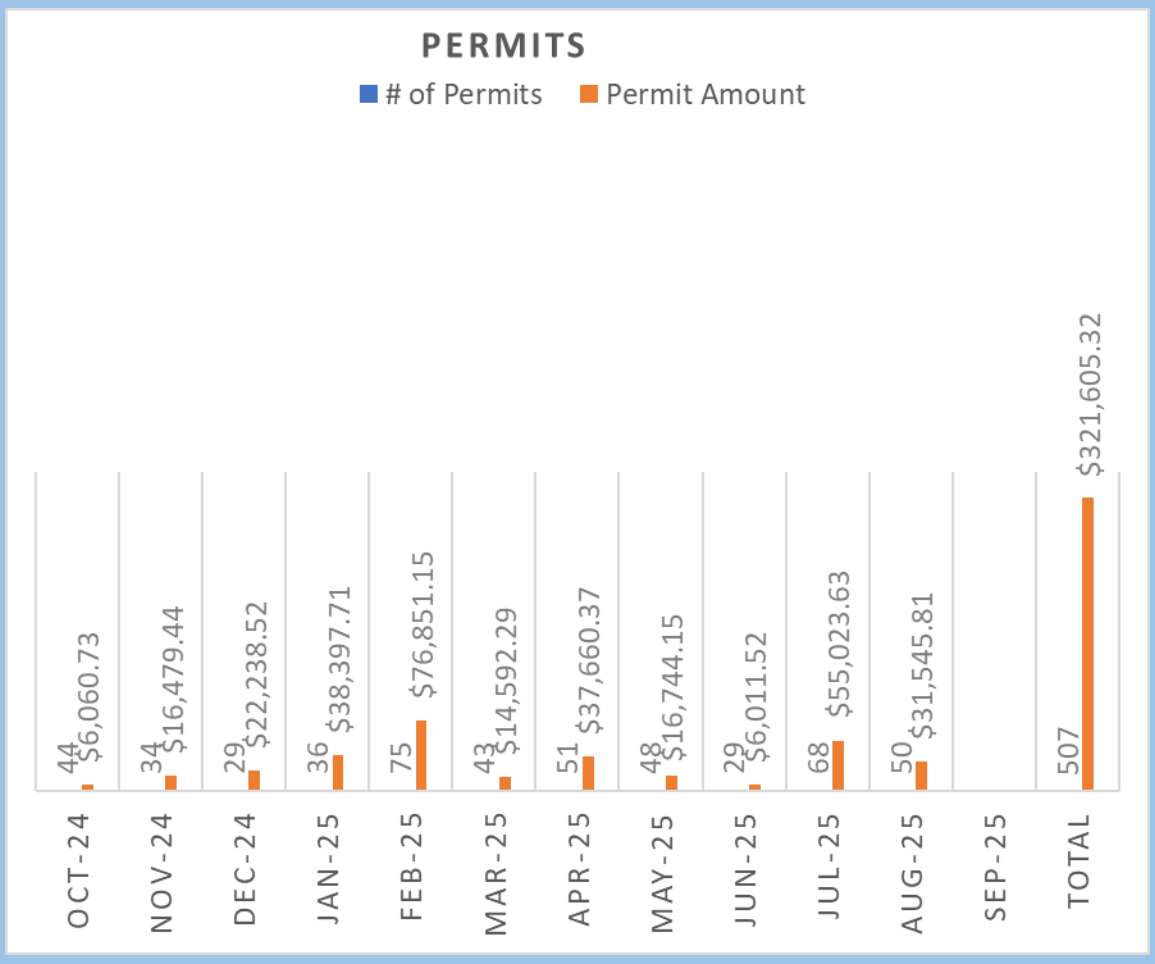
WE ARE HIRING- OPEN POSITIONS:

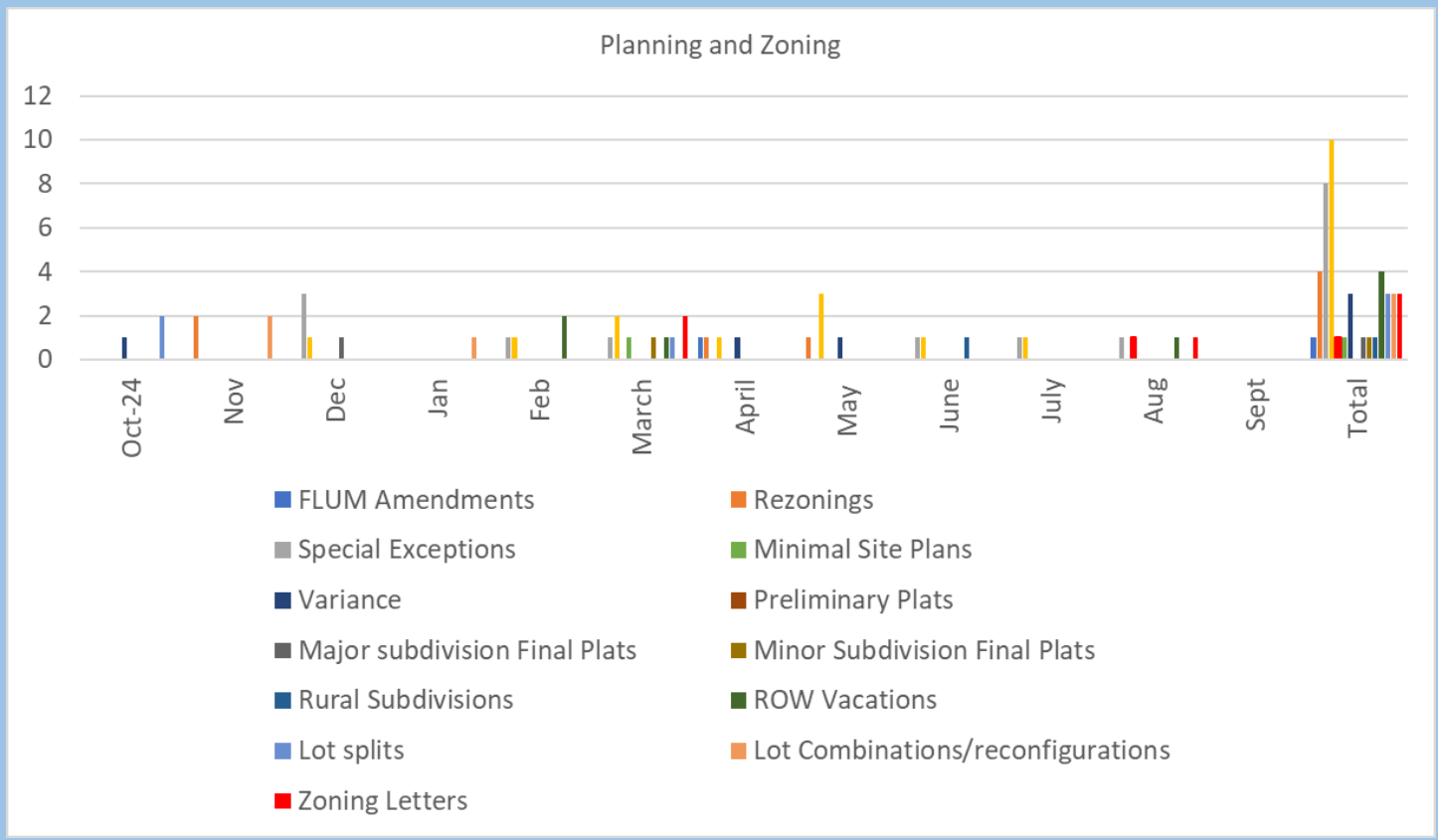
Check the City website for Postings and copy of City application

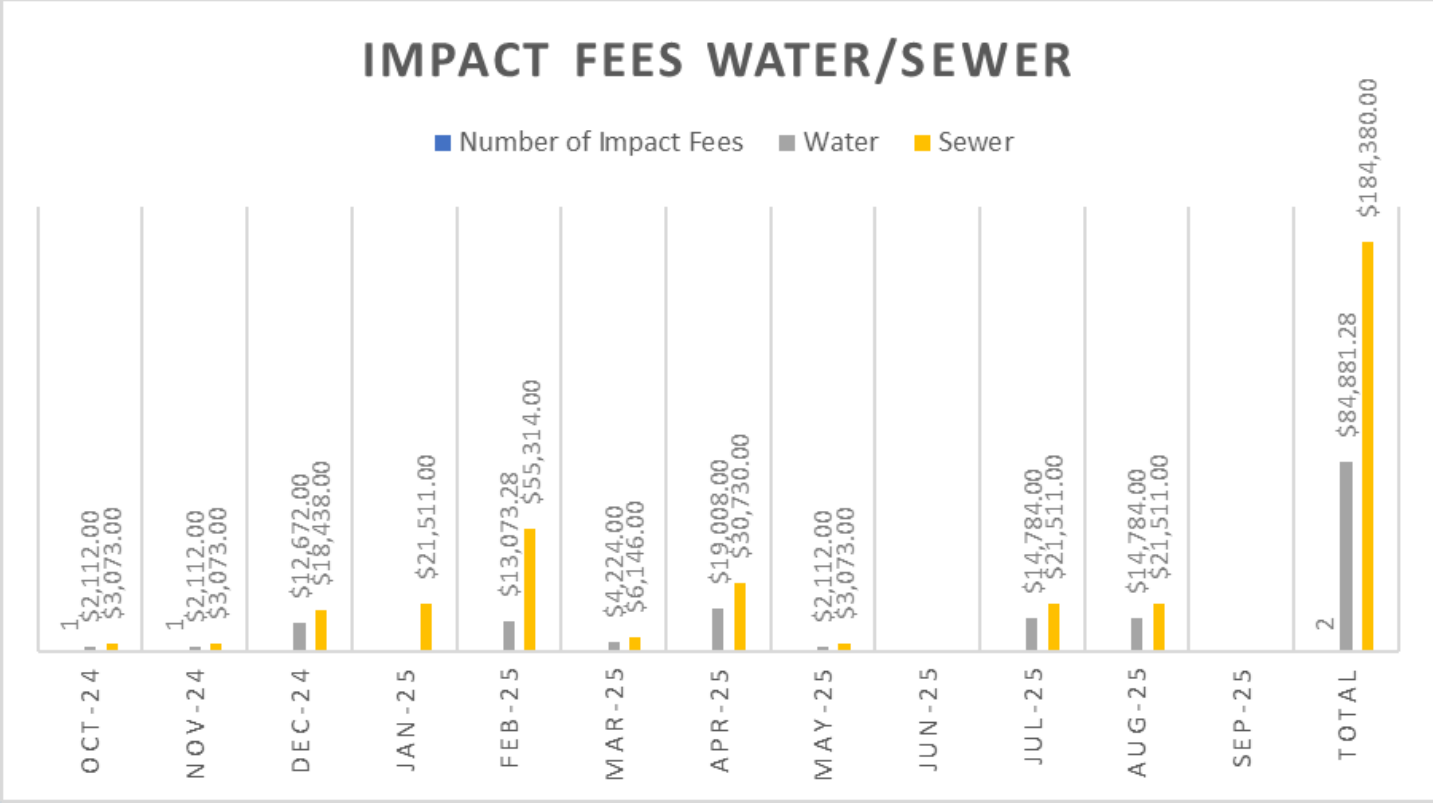
- Police Officer
- Police Sergeant
- Public Safety Officer
- Utilities Maintenance Technician I, II, & III

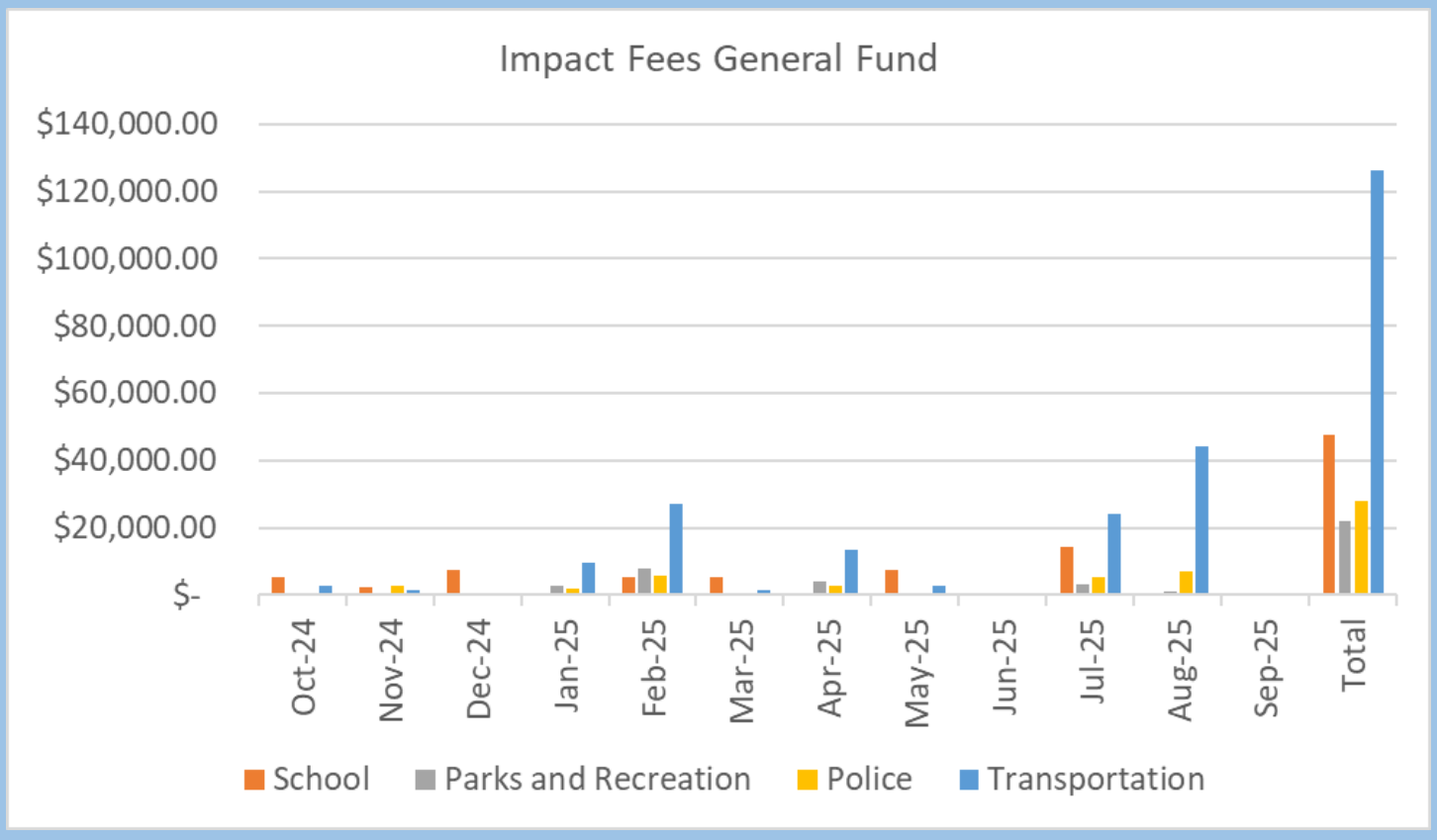


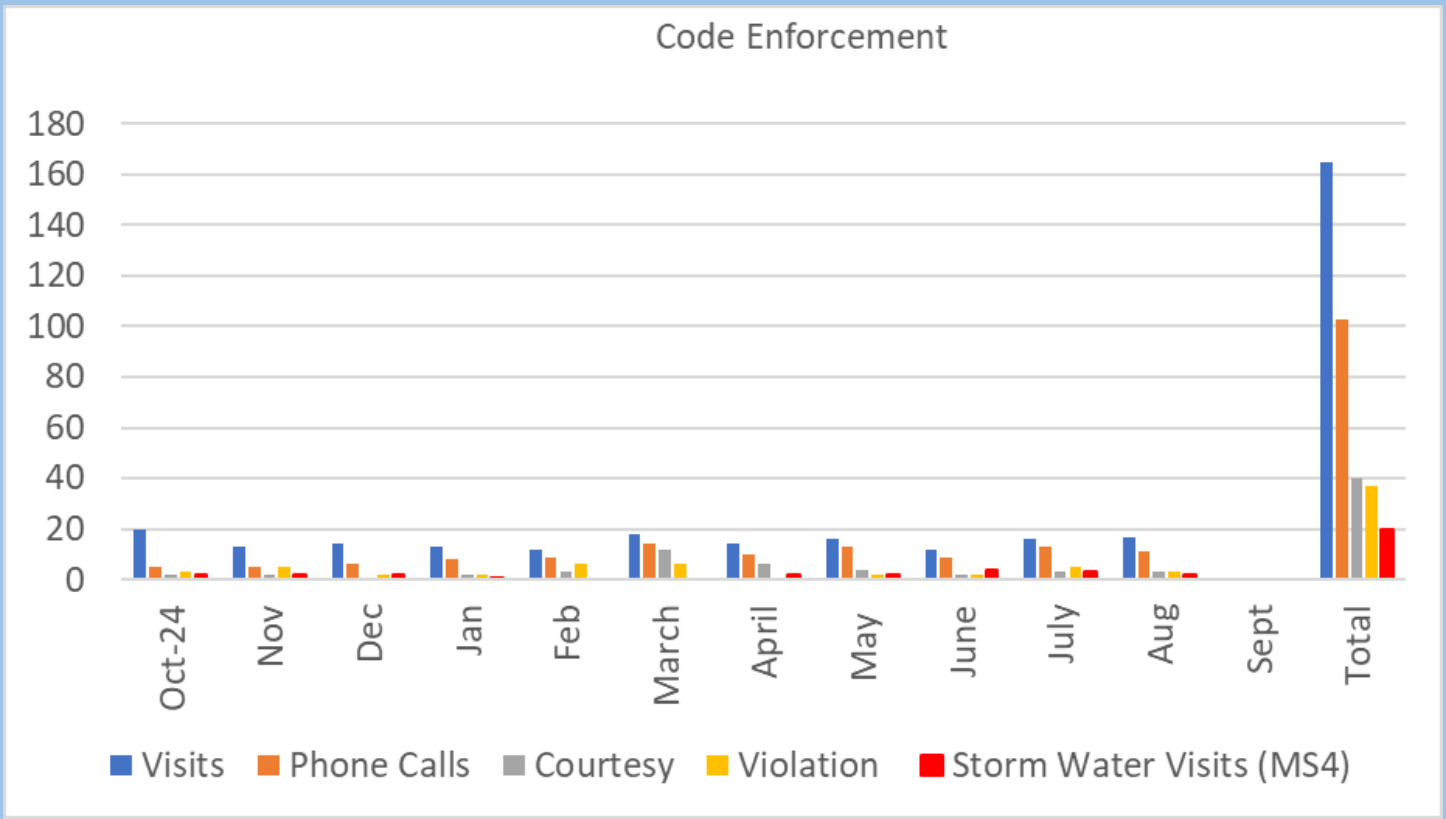
Community Development






IMPACT FEES WATER/SEWER
Number of Impact Fees
Water
Sewer
1
$2,112.00
$3,073.00
1
$2,112.00
$3,073.00
$12,672.00
$18,438.00
$21,511.00
$13,073.28
$55,314.00
$4,224.00
$6,146.00
$19,008.00
$30,730.00
$2,112.00
$3,073.00
$14,784.00
$21,511.00
$14,784.00
$21,511.00
2
$84,881.28
$184,380.00
OCT-24
NOV-24
DEC-24
JAN-25
FEB-25
MAR-25
APR-25
MAY-25
JUN-25
JUL-25
AUG-25
SEP-25
TOTAL


Impact Fees General Fund
$140,000.00
$120,000.00
$100,000.00
$80,000.00
$60,000.00
$40,000.00
$20,000.00
$-
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Total
School
Parks and Recreation
Police
Transportation



Capacities Water Treatment Plant (WTP) & Wastewater Treatment Plant (WWTP)

- Capacity for the WWTP for July 2025 was 92% with a total of 9.27” of rainfall. Total influent flow for the month was 17.069MG, with a Daily Average flow of 0.551MGD. The maximum daily flow was 0.909MGD.
- Total Reclaim Flow July 2025= 8.459MG with Daily Average flow of 0.273MGD.
- The WTP produced 13.900MG of drinking water, with a daily production average of 0.450MGD in July 2025. Maximum daily flow was 0.587MGD
- Billed meters July 2025- 2322

Business Tax Receipts (BTRs)

FY 25/26 renewal season is under way; notices will be mailed out before July 1, 2025.

If you have questions about BTRs or the BTR process, please contact the BTR Clerk at 386-263-8981 or bgunnells@bunnellcity.us.

Businesses should pay their BTR Renewal fees by **September 30, 2025** 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 renewal 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.
Penalties start October 1, 2025

In the month of August the City collected $15,227.80 in BTR and Fire Inspection fees; this includes the fees for newly issued local business tax receipts and FY25/26 local business tax receipt renewals.

August	NUMBER
Total Registered Local (In the City) Businesses	896
Total Registered Out of the City Businesses	772
New BTRs issued in August	14

Police Development

August 2025

	This Month	Same Month Last Year	Year to Date
Residential Burglaries	1	0	**3**
Vehicle Burglaries	2	1	**6**
Business Burglaries	1	0	**4**
Auto Thefts / Recovered	0 / 0	0 / 2	**3 / 5**
Traffic Crashes	15	27	**123**
Traffic Stops	233	349	**3,178**
- Citations	51	90	**701**
- Written Warnings	88	219	**709**
Warrants Attempted / Served	7 / 4	16 / 5	**67 / 29**
Reports Written	81	241	**909**
Arrests	9	26	**120**
- Felony	7	11	**53**
- Misdemeanor	2	15	**67**
Criminal Charges Filed	27	48	**244**
- Felony	11	16	**107**
- Misdemeanor	16	32	**137**
Public Records Requests	82	29	**432**
Security Checks	1,360	1824	**13,441**
Walk & talk	75	127	**781**
Community Policing	97	224	**1,618**

SPECIAL EVENTS

- Lt. Groth attended the EOC planning meeting.
- Sgt. Zapata and Admin Terranova attended Back-to-Jam at FPC.
- PSO Scalf and Admin Terranova attended Health Fair & Back to School at Garver Gym.