

**CATHERINE D. ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.
CITY MANAGER**



Crossroads of Flagler County

COMMISSIONERS:

VACANT

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, October 10, 2022

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Domestic Violence Awareness Month

B.2. Proclamation: Florida City Government Week 2022

C. Consent Agenda:

C.1. Approval of Warrant

a. October 10, 2022 Warrant FY2021/2022

b. October 10, 2022 Warrant FY2022/2023

C.2. Approval of Minutes

a. September 26, 2022 City Commission Meeting Minutes

C.3. Approval of MOU with Flagler Housing Authority

C.4. Approval of the River to Sea Transportation Planning Organization-Funding Agreement

D. Public Comments:

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

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.

F.2. Resolution 2022-15 Amending Utility Rates

G. Old Business:

G.1. Report and Action Items from the 2022 Charter Review Advisory Committee

H. New Business:

H.1. Request Approval to Piggyback City of Palm Coast Contract with Hawkins, Inc

H.2. Request for Approval of Agreement between the Florida Department of State and the City of Bunnell for Grant Number 23.h.sc.100.084 for Restoration of the Bunnell City Hall.

H.3. City Manager Annual Evaluation October 1, 2021 to September 30, 2022

I. Reports:

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

J. Call for Adjournment.

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

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

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

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on October 3, 2022



Proclamation

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature and one of its greatest tragedies is its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year and, at its most tragic level, kills an average of more than three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided over 5,000 hours of service to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Flagler County Advocates Alliance (comprised of the Flagler County Sheriff's Office Victim Advocate, the Flagler Beach Police Department Victim Advocates, the State Attorney's Victim Advocate for the Seventh Judicial Circuit Flagler and the Family Life Center) and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

NOW THEREFORE, I, Catherine D. Robinson as the Mayor of the City of Bunnell do hereby declare October as "DOMESTIC VIOLENCE AWARENESS MONTH" in Bunnell and urge all citizens of Bunnell to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together we can break the cycle and impact the lives of future generations.

Adopted this 10th day of October 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



Proclamation

WHEREAS City government is the government closest to most citizens and often has the most direct daily impact upon its residents; and

WHEREAS municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS City government is administered for and by its citizens and is dependent upon public commitment to and an understanding of its many responsibilities; and

WHEREAS City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS the Florida League of Cities and its member cities have joined together in on-going efforts to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim the week of October 17 through October 23, 2022, as Florida City Government Week in the City of Bunnell and encourage all citizens to ask questions to learn about their local government and encourage them to find a way to become involved with their local government.

Adopted this 10th day of October 2022

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

FY21/22 October 10 Warrant

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07712 - FY 21-22 10.10.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Adam Lee Herring					
	09/18/2022	Adam Lee Herring	WWTP Welding Services	404-0535-535.4600	1,060.00
	09/18/2022	Adam Lee Herring	Steel Plate and Pipe	404-0535-535.4600	550.00
			Vendor Adam Lee Herring Total:		1,610.00
Vendor: Alliant Engineering Inc					
	09/20/2022	Alliant Engineering Inc	Hymon Circle Community & Bl...	001-0538-538.6300	7,035.00
	09/23/2022	Alliant Engineering Inc	Hymon Circle and Black Ranch...	001-0538-538.6300	2,475.00
			Vendor Alliant Engineering Inc Total:		9,510.00
Vendor: Altec Industries, Inc					
	09/15/2022	Altec Industries, Inc	Bucket Truck Repairs	001-0541-541.4620	9,687.49
			Vendor Altec Industries, Inc Total:		9,687.49
Vendor: American Family Life Assurance Company of Columbus					
	09/14/2022	American Family Life Assuranc...	AFLAC September 2022	001-2185000	1,376.58
			Vendor American Family Life Assurance Company of Columbus Total:		1,376.58
Vendor: Atlantic Pipe Services LLC					
	09/20/2022	Atlantic Pipe Services LLC	Emergency Jetting	404-0535-535.3400	14,100.00
			Vendor Atlantic Pipe Services LLC Total:		14,100.00
Vendor: Bobcat of Jacksonville					
	07/22/2022	Bobcat of Jacksonville	Installation of Front Windshiel...	001-0541-541.5264	27.00
			Vendor Bobcat of Jacksonville Total:		27.00
Vendor: Bunnell Auto Supply, Inc.					
	09/19/2022	Bunnell Auto Supply, Inc.	55 Gal DEF - Mounting Bracket...	402-0534-534.4620	12.06
	09/19/2022	Bunnell Auto Supply, Inc.	55 Gal DEF - Mounting Bracket...	402-0534-534.5200	325.00
	09/20/2022	Bunnell Auto Supply, Inc.	12 Volt Push Button - Rental F...	402-0534-534.4620	6.75
			Vendor Bunnell Auto Supply, Inc. Total:		343.81
Vendor: Charter Communications Holdings LLC					
	09/21/2022	Charter Communications Hold...	200 Tolman St 9/26-10/25/22	404-0535-535.4100	109.26
			Vendor Charter Communications Holdings LLC Total:		109.26
Vendor: Christopher Hughes					
	09/15/2022	Christopher Hughes	Fire Inspeccions 9/12-9/16/22...	001-0524-524.3401	1,206.00
			Vendor Christopher Hughes Total:		1,206.00
Vendor: Christopher Scott Zwirn					
	09/20/2022	Christopher Scott Zwirn	Glock 34 9mm Pistol with optic	001-0521-521.5264	2,053.54
			Vendor Christopher Scott Zwirn Total:		2,053.54
Vendor: City of Bunnell - WS O&M					
	09/28/2022	City of Bunnell - WS O&M	01-0040-01 SEP 2022	001-0572-572.4300	353.76
	09/28/2022	City of Bunnell - WS O&M	01-5270-01 SEP 2022	401-0533-533.4300	169.45
	09/28/2022	City of Bunnell - WS O&M	02-2060-09 SEP 2022	001-0519-519.4300	247.95
	09/28/2022	City of Bunnell - WS O&M	02-2070-07 SEP 2022	001-0519-519.4300	221.58
	09/28/2022	City of Bunnell - WS O&M	02-2080-08 SEP 2022	001-0519-519.4300	230.93
	09/28/2022	City of Bunnell - WS O&M	02-2503-00 SEP 2022	404-0535-535.4300	83.21
	09/28/2022	City of Bunnell - WS O&M	02-3191-00 SEP 2022	001-0541-541.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-0161-00 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-0320-01 SEP 2022	001-0572-572.4300	352.45
	09/28/2022	City of Bunnell - WS O&M	03-0370-01 SEP 2022	001-0572-572.4300	497.22
	09/28/2022	City of Bunnell - WS O&M	03-0545-00 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-1541-00 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-4991-00 SEP 2022	001-0541-541.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-5151-00 SEP 2022	001-0541-541.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-5191-00 SEP 2022	001-0572-572.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	03-5240-01 SEP 2022	404-0535-535.4300	386.24

Expense Approval Register

Packet: APPKT07712 - FY 21-22 10.10.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/28/2022	City of Bunnell - WS O&M	03-5260-01 SEP 2022	001-0541-541.4300	721.58
	09/28/2022	City of Bunnell - WS O&M	04-0170-02 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	04-1140-01 SEP 2022	001-0572-572.4300	266.15
	09/28/2022	City of Bunnell - WS O&M	04-2181-00 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	04-3031-00 SEP 2022	001-0541-541.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	04-3032-00 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	04-3360-01 SEP 2022	404-0535-535.4300	82.29
	09/28/2022	City of Bunnell - WS O&M	06-0327-01 SEP 2022	404-0535-535.4300	82.29
		Vendor City of Bunnell - WS O&M Total:			4,600.29
Vendor: Colonial Life & Accident Insurance Company					
	08/04/2022	Colonial Life & Accident Insura...	Colonial Life - August 2022	001-2185000	1,143.66
	09/11/2022	Colonial Life & Accident Insura...	Colonial Life - September 2022	001-2185000	1,143.66
		Vendor Colonial Life & Accident Insurance Company Total:			2,287.32
Vendor: Dana Safety Supply, Inc.					
	08/11/2022	Dana Safety Supply, Inc.	External Carrier, Name Strip, P...	001-0521-521.5220	215.00
	09/15/2022	Dana Safety Supply, Inc.	Patrol Vehicle Partition	001-0521-521.4620	684.30
	09/15/2022	Dana Safety Supply, Inc.	Labor to repair and install	001-0521-521.4620	455.00
	09/15/2022	Dana Safety Supply, Inc.	Freight	001-0521-521.4620	388.31
	09/15/2022	Dana Safety Supply, Inc.	Patrol Vehicle Partition	001-0521-521.4620	434.40
		Vendor Dana Safety Supply, Inc. Total:			2,177.01
Vendor: Engineered Spray Solutions LLC					
	09/28/2022	Engineered Spray Solutions LLC	Repair and Coat MH-9 Deen &...	404-0535-535.6300	8,000.67
	09/28/2022	Engineered Spray Solutions LLC	Repair and Coat MH-8 401 De...	404-0535-535.6300	4,844.67
	09/28/2022	Engineered Spray Solutions LLC	Repair and Coat MH-10 604 D...	404-0535-535.6300	7,480.67
		Vendor Engineered Spray Solutions LLC Total:			20,326.01
Vendor: Environmental Land Services of Flagler County, Inc					
	09/23/2022	Environmental Land Services of..	Garbage Dumping 9/16-9/22/...	402-0534-534.3400	4,848.40
	09/30/2022	Environmental Land Services of..	Garbage Dumping 9/23-9/28/...	402-0534-534.3400	4,648.08
		Vendor Environmental Land Services of Flagler County, Inc Total:			9,496.48
Vendor: Expert Chemical Sales & Service LLC					
	09/19/2022	Expert Chemical Sales & Servic...	Trash Bags for Clean-Up	001-0541-541.5200	520.00
		Vendor Expert Chemical Sales & Service LLC Total:			520.00
Vendor: Ferguson US Holdings, Inc					
	08/17/2022	Ferguson US Holdings, Inc	LF 2 CTS X PVC PJ COMP CURB ...	401-0533-533.5205	1,028.97
	08/17/2022	Ferguson US Holdings, Inc	LF 2 CTS X PVC PJ COMP CURB ...	404-0535-535.5200	1,028.97
	08/30/2022	Ferguson US Holdings, Inc	1 RUB MTR GSKT	401-0533-533.5205	16.00
	08/30/2022	Ferguson US Holdings, Inc	LF 3/4 B44-333W-NL BV	401-0533-533.5205	397.32
	08/30/2022	Ferguson US Holdings, Inc	LF 1-1/4 B71-555W-NL BV	401-0533-533.5205	158.01
	08/30/2022	Ferguson US Holdings, Inc	LF 1-1/2 B71-666W-NL BV	401-0533-533.5205	200.46
	08/30/2022	Ferguson US Holdings, Inc	LF B71-777W VLV	401-0533-533.5205	278.00
	08/30/2022	Ferguson US Holdings, Inc	LF B71-777W VLV	404-0535-535.5200	278.00
	08/30/2022	Ferguson US Holdings, Inc	1 RUB MTR GSKT	404-0535-535.5200	16.00
	08/30/2022	Ferguson US Holdings, Inc	LF 3/4 B44-333W-NL BV	404-0535-535.5200	397.32
	08/30/2022	Ferguson US Holdings, Inc	LF 1-1/2 B71-666W-NL BV	404-0535-535.5200	200.46
	08/30/2022	Ferguson US Holdings, Inc	LF 1-1/4 B71-555W-NL BV	404-0535-535.5200	158.01
		Vendor Ferguson US Holdings, Inc Total:			4,157.52
Vendor: FLAGLER COUNTY SCHOOL BOARD					
	09/30/2022	FLAGLER COUNTY SCHOOL BO...	School Board Impact Fees (Jul...	001-2081100	3,492.00
		Vendor FLAGLER COUNTY SCHOOL BOARD Total:			3,492.00
Vendor: Hawkins Inc					
	09/16/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	600.00
	09/16/2022	Hawkins Inc	Chemicals for WTP	401-0533-533.4640	1,160.00
	09/28/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	390.00
	09/28/2022	Hawkins Inc	Chemicals for WTP	401-0533-533.5205	694.75
		Vendor Hawkins Inc Total:			2,844.75

Expense Approval Register				Packet: APPKT07712 - FY 21-22 10.10.22 Warrant	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Jeff Gibson					
	09/20/2022	Jeff Gibson	Reimbursement for Operation ...	404-0535-535.5500	50.00
				Vendor Jeff Gibson Total:	50.00
Vendor: Liberty National Life Insurance					
	09/01/2022	Liberty National Life Insurance	D. Wines - Adjustment - Sept...	001-2184000	33.47
				Vendor Liberty National Life Insurance Total:	33.47
Vendor: LOCI Architects, LLC					
	09/27/2022	LOCI Architects, LLC	Southside Bluepring Printing of..	001-0572-572.3100	22,820.96
				Vendor LOCI Architects, LLC Total:	22,820.96
Vendor: Lowe's Companies, Inc					
	09/28/2022	Lowe's Companies, Inc	Safety Gear - Hurricane Ian	001-0549-549.5220	67.50
	09/28/2022	Lowe's Companies, Inc	Safety Gear - Hurricane Ian	001-0572-572.5220	124.59
				Vendor Lowe's Companies, Inc Total:	192.09
Vendor: McGrath RentCorp and Subsidiaries					
	09/23/2022	McGrath RentCorp and Subsid...	24 Mth Lease 9/23-10/22/22	001-0519-519.4400	1,885.70
				Vendor McGrath RentCorp and Subsidiaries Total:	1,885.70
Vendor: Michael Leo Dove					
	09/13/2022	Michael Leo Dove	Building Inspections 9/13-9/26...	001-0524-524.3401	1,945.00
				Vendor Michael Leo Dove Total:	1,945.00
Vendor: Millenium Products, Inc.					
	09/30/2022	Millenium Products, Inc.	Surveillance Cameras Quote #...	001-0521-521.6400	133,915.68
				Vendor Millenium Products, Inc. Total:	133,915.68
Vendor: Pace Analytical Services, LLC					
	09/28/2022	Pace Analytical Services, LLC	Water Testing 8/18-9/22/22	401-0533-533.3401	779.44
				Vendor Pace Analytical Services, LLC Total:	779.44
Vendor: Palm Coast Observer, LLC					
	09/29/2022	Palm Coast Observer, LLC	Notice of Meeting 9/29/22	001-0524-524.4800	80.00
	09/29/2022	Palm Coast Observer, LLC	Notice of Meeting 9/29/22	001-0524-524.4800	80.00
				Vendor Palm Coast Observer, LLC Total:	160.00
Vendor: Rayco Funding & Development, Inc					
	09/14/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc Total:	1,575.00
Vendor: RDK TRUCK SALES AND SERVICE INC					
	09/30/2022	RDK TRUCK SALES AND SERVIC...	Hydraulic Pump Unit 941 (EZ P...	402-0534-534.4620	6,705.00
				Vendor RDK TRUCK SALES AND SERVICE INC Total:	6,705.00
Vendor: Ring Power Corporation					
	07/20/2022	Ring Power Corporation	PPE for Crew	001-0541-541.5200	89.50
				Vendor Ring Power Corporation Total:	89.50
Vendor: Robert C Little					
	09/28/2022	Robert C Little	Install New Electrical - Genera...	001-0541-541.4640	1,475.00
				Vendor Robert C Little Total:	1,475.00
Vendor: Safariland, LLC					
	08/25/2022	Safariland, LLC	Holster for Glock - Universal Be..	001-0521-521.5220	219.75
				Vendor Safariland, LLC Total:	219.75
Vendor: Sirchie Acquisition Company, LLC					
	09/12/2022	Sirchie Acquisition Company, L...	Fingerprint Pads	001-0521-521.5200	89.49
				Vendor Sirchie Acquisition Company, LLC Total:	89.49
Vendor: Sun Country Termite & Pest Control					
	09/14/2022	Sun Country Termite & Pest C...	604 E Moody blvd, #6 9/14/22	001-0519-519.3401	25.00
	09/14/2022	Sun Country Termite & Pest C...	604 E Moody Blvd #4 9/14/22	001-0519-519.3401	25.00
	09/14/2022	Sun Country Termite & Pest C...	Police Department 9/14/22	001-0519-519.3401	50.00
	09/14/2022	Sun Country Termite & Pest C...	300 Tolman St. 9/15/22	001-0541-541.3400	40.00
	09/14/2022	Sun Country Termite & Pest C...	200 Tolman St. 9/14/22	404-0535-535.3400	30.00
	09/14/2022	Sun Country Termite & Pest C...	Heritage Park 9/14/22	001-0572-572.3400	25.00
	09/14/2022	Sun Country Termite & Pest C...	Jackson Park 9/14/22	001-0572-572.3400	30.00

Expense Approval Register

Packet: APPKT07712 - FY 21-22 10.10.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/23/2022	Sun Country Termite & Pest C...	100 Utility Drive 9/23/22	401-0533-533.3401	30.00
	09/05/2022	Sun Country Termite & Pest C...	JB King 9/8/22	001-0572-572.3400	40.00
	09/08/2022	Sun Country Termite & Pest C...	Versie Lee 9/8/22	001-0572-572.3400	30.00
	09/08/2022	Sun Country Termite & Pest C...	Coquina 9/8/22	001-0572-572.3400	37.00
	09/08/2022	Sun Country Termite & Pest C...	EJ Park 9/8/22	001-0572-572.3400	75.00
	09/08/2022	Sun Country Termite & Pest C...	Carver Fields 9/8/22	001-0572-572.3400	75.00
			Vendor Sun Country Termite & Pest Control Total:		512.00
Vendor: Terry Taylor Ford Company					
	09/20/2022	Terry Taylor Ford Company	Oil Change - 201	001-0521-521.4620	49.99
	09/20/2022	Terry Taylor Ford Company	Oil Change / Diagnostic Spotlig...	001-0521-521.4620	140.50
	09/21/2022	Terry Taylor Ford Company	Oil Change - 2005	001-0521-521.4620	49.99
			Vendor Terry Taylor Ford Company Total:		240.48
Vendor: U Name It					
	09/23/2022	U Name It	City Logo Decals for Trucks and..	402-0534-534.5200	280.00
			Vendor U Name It Total:		280.00
Vendor: U.S. Flagpole Service LLC					
	09/23/2022	U.S. Flagpole Service LLC	Repair to Flag Pole @ Lake Luci..	001-0572-572.6300	1,095.00
			Vendor U.S. Flagpole Service LLC Total:		1,095.00
Vendor: UniFirst Corporation					
	09/21/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	22.77
	09/21/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	09/21/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	21.09
	09/21/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	28.16
	09/21/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	09/21/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	09/21/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	16.16
			Vendor UniFirst Corporation Total:		130.82
Vendor: USA Services of Florida Inc					
	09/21/2022	USA Services of Florida Inc	Street Sweeping September 2...	001-0538-538.3400	700.00
			Vendor USA Services of Florida Inc Total:		700.00
Vendor: Verizon Wireless					
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0512-512.4100	80.70
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0513-513.4100	40.35
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0516-516.4100	40.35
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0521-521.4100	595.55
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0524-524.4100	145.36
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0541-541.4100	116.70
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0549-549.4100	152.84
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	001-0572-572.4100	153.28
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	401-0533-533.4100	275.80
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	402-0534-534.4100	193.19
	09/13/2022	Verizon Wireless	Cellular Service 8/14-9/13/22	404-0535-535.4100	280.91
			Vendor Verizon Wireless Total:		2,075.03
Vendor: Zev Cohen & Associates, Inc.					
	09/14/2022	Zev Cohen & Associates, Inc.	Planning Through August 31, 2...	001-0524-524.3400	6,621.55
			Vendor Zev Cohen & Associates, Inc. Total:		6,621.55
			Grand Total:		273,516.02

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	208,984.49
401 - WATER	5,201.55
402 - SOLID WASTE	17,036.11
404 - SEWER	42,293.87
Grand Total:	273,516.02

Account Summary

Account Number	Account Name	Expense Amount
001-0512-512.4100	Communications Expense	80.70
001-0513-513.4100	Communications Expense	40.35
001-0516-516.4100	Communications Expense	40.35
001-0519-519.3401	Other Contractual Services	100.00
001-0519-519.4300	Utilities	700.46
001-0519-519.4400	Rental/Lease	1,885.70
001-0521-521.4100	Communications Expense	595.55
001-0521-521.4620	Repair / Maint - Vehicles	2,202.49
001-0521-521.5200	Operating Supplies	89.49
001-0521-521.5220	Uniforms Exp	434.75
001-0521-521.5264	Small Equipment Purchase	2,053.54
001-0521-521.6400	Machinery/Equipment Ex...	133,915.68
001-0524-524.3400	Other Contract Services	6,621.55
001-0524-524.3401	Bldg / Fire Inspection Exp -..	3,151.00
001-0524-524.4100	Communications Expense	145.36
001-0524-524.4800	Advertising / Promo Expe...	160.00
001-0538-538.3400	Other Contract Services	700.00
001-0538-538.6300	Improvements - Other Th...	9,510.00
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	116.70
001-0541-541.4300	Utility - Public Services	1,050.74
001-0541-541.4620	Repair / Maint - Vehicles	9,687.49
001-0541-541.4640	Equipment Repair & Maint..	1,475.00
001-0541-541.5200	Operating Supplies	609.50
001-0541-541.5220	Uniforms Exp	22.77
001-0541-541.5264	Small Equipment Purchase	27.00
001-0549-549.4100	Communications	152.84
001-0549-549.5220	Uniforms	79.16
001-0572-572.3100	Professional Services Exp...	22,820.96
001-0572-572.3400	Other Contract Services	312.00
001-0572-572.4100	Communications Expense	153.28
001-0572-572.4300	Utility - Public Services	1,551.87
001-0572-572.5220	Uniforms Exp	173.84
001-0572-572.6300	Improvements - Other Th...	1,095.00
001-2081100	School Impact Fees	3,492.00
001-2184000	Med/Health Employee Lia...	33.47
001-2185000	125 Plans Employee Paybl ..	3,663.90
401-0533-533.3401	Other Contract Services	809.44
401-0533-533.4100	Communications Expense	275.80
401-0533-533.4300	Utility - Public Services	169.45
401-0533-533.4640	Repair / Maint - Equipme...	1,160.00
401-0533-533.5205	Operating Supplies Exp - ...	2,773.51
401-0533-533.5220	Uniforms Exp	13.35
402-0534-534.3400	Other Contract Services - ...	9,496.48
402-0534-534.4100	Communications - Solid ...	193.19
402-0534-534.4620	Repair/Maint Vehicles - So..	6,723.81
402-0534-534.5200	Operating Supplies	605.00
402-0534-534.5220	Uniforms - Solid Waste	17.63
404-0535-535.3400	Other Contractual Services	15,705.00
404-0535-535.4100	Communications	390.17
404-0535-535.4300	Utilities	1,127.77

Account Summary

Account Number	Account Name	Expense Amount
404-0535-535.4600	Repair / Maint. - Service	1,610.00
404-0535-535.5200	Operating Supplies	3,068.76
404-0535-535.5220	Uniforms	16.16
404-0535-535.5500	Training	50.00
404-0535-535.6300	Improvements Other Than..	20,326.01
	Grand Total:	273,516.02

Project Account Summary

Project Account Key	Expense Amount
None	243,680.01
2022 Gravity MH	20,326.01
CDBG-Hymon COB	9,510.00
	Grand Total:
	273,516.02



City of Bunnell, Florida

ATTACHMENTS:

Description

FY22/23 October 10 Warrant

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07713 - 10.10.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Blue Cross Blue Shield of Florida					
	10/01/2022	Blue Cross Blue Shield of Flori...	FCL - October 2022	001-2184000	1,616.28
	10/01/2022	Blue Cross Blue Shield of Flori...	FCL - October 2022	001-2184500	81.17
Vendor Blue Cross Blue Shield of Florida Total:					1,697.45
Vendor: CivicPlus LLC					
	10/01/2022	CivicPlus LLC	Code of Ordinance Hosting	001-0512-512.3400	700.00
	10/01/2022	CivicPlus LLC	Land Development Code	001-0512-512.3400	700.00
Vendor CivicPlus LLC Total:					1,400.00
Vendor: Florida Department of Transportation					
	10/01/2022	Florida Department of Transpo...	ARI #9833 - Loan for Utility Rel...	401-0533-533.7100	13,252.37
	10/01/2022	Florida Department of Transpo...	ARI #9833 - Loan for Utility Rel...	404-0535-535.7100	13,252.37
Vendor Florida Department of Transportation Total:					26,504.74
Vendor: Florida Health Care Plans, Inc.					
	10/01/2022	Florida Health Care Plans, Inc.	FHCP October 2022	001-2184000	37,673.93
	10/01/2022	Florida Health Care Plans, Inc.	FHCP Retiree - October 2022	001-2184500	1,985.93
	10/01/2022	Florida Health Care Plans, Inc.	FHCPT23 - October 2022	001-2184000	3,323.72
Vendor Florida Health Care Plans, Inc. Total:					42,983.58
Vendor: Liberty National Life Insurance					
	10/01/2022	Liberty National Life Insurance	Liberty - October 2022	001-2185000	808.55
Vendor Liberty National Life Insurance Total:					808.55
Vendor: Northeast Florida League of Cities, Inc.					
	10/01/2022	Northeast Florida League of Cit..	Annual Membership Dues 10/1..	001-0511-511.5100	75.00
Vendor Northeast Florida League of Cities, Inc. Total:					75.00
Vendor: The Gaboton Group, LLC					
	10/01/2022	The Gaboton Group, LLC	Retainer - October 2022	001-0511-511.3100	2,000.00
Vendor The Gaboton Group, LLC Total:					2,000.00
Vendor: USABLE Life					
	10/01/2022	USABLE Life	USABLE Life - October 2022	001-2184000	314.81
Vendor USABLE Life Total:					314.81
Vendor: Vision Service Plan					
	10/01/2022	Vision Service Plan	VSP - October 2022	001-2184000	978.06
Vendor Vision Service Plan Total:					978.06
Grand Total:					76,762.19

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	50,257.45
401 - WATER	13,252.37
404 - SEWER	13,252.37
Grand Total:	76,762.19

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0511-511.5100	Office Supplies Expenses	75.00
001-0512-512.3400	Other Contracted Services	1,400.00
001-2184000	Med/Health Employee Lia...	43,906.80
001-2184500	Retiree Medical	2,067.10
001-2185000	125 Plans Employee Paybl ..	808.55
401-0533-533.7100	Debt Service Principal Exp...	13,252.37
404-0535-535.7100	Debt Service - Principal	13,252.37
	Grand Total:	76,762.19

Project Account Summary

Project Account Key	Expense Amount
None	76,762.19
Grand Total:	76,762.19



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

VACANT

BUNNELL CITY COMMISSION MINUTES

Monday, September 26, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

Mayor Robinson called the meeting to order at 7:01 PM and led the Pledge to the Flag.

Roll Call (Present): Mayor Catherine Robinson; Vice Mayor John Rogers; Commissioner Tina-Marie Schultz; City Attorney John Cary; City Manager Alvin B. Jackson, Jr.; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Excused: Commissioner Tonya Gordon

Invocation for our Military Troops and National Leaders

Pastor Daisy Henry led the invocation

*Staff requested to walk on an agenda item: Resolution 2022-13 Declaration of a Local State of Emergency due to Tropical Storm/Hurricane Ian

Motion: Add Emergency Resolution 2022-13 to the Agenda

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

Resolution 2022-13 Declaration of a Local State of Emergency due to Tropical Storm/Hurricane Ian

City Attorney Cary read the short title into the record.

Motion: Adopt Resolution 2022-13 Declaration of a Local State of Emergency due to Tropical Storm/Hurricane Ian

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

B. Introductions, Commendations, Proclamations, and Presentations : None

C. Consent Agenda:

C.1. Approval of Warrant

a. September 26, 2022, Warrant

C.2. Approval of Minutes

a. September, 2 2022 City Commission Meeting

C.3. Approval of Information Sharing- FL Department of Revenue

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Vice Mayor

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Vincent Fiscaletti (Grand Reserve)- requested an update to the investigation regarding the vandalism at JB King Park. He stated it is not fair for tax payers to pay to fix this type of damage and asked about the City insurance coverage. He requested an update on the cameras and whether they work.

Daisy Henry, (E. Drain St.)- Stated she attended the Public Housing meeting and was informed they were requesting to close a portion of the street between the Housing Authority Office and Anderson Street; she objects to this closure. She reported the Community Garden was having an awareness event on November 8th from 1 PM to 4 PM and Lindsey Elliot would be taking care of the arrangements. She asked if a warning sign could be put at the ditch on S. Bay Street as it is very deep and vehicles can get stuck in it.

- *At Mayor's request, staff responded to the comments about the park vandalism. City Clerk Bates stated the damage at the park had been sent to insurance, but no decision regarding how much of the claim would be reimbursed had been provided yet.*

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2022-06 Amending the FY 21/22 Budget

City Attorney Cary read the short title into the record. Finance Director Stankiewicz presented and explained the item to the board.

Motion: Adopt Resolution 2022-06 Amending the FY 21/22 Budget

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F.2. Public Hearing to consider the FY 2022/2023 Final Millage Rate Resolution 2022-10

City Attorney Cary read the short title into the record. Mayor Robinson read the millage state statement into the record. Finance Director Stankiewicz presented and explained the item to the board.

Motion: Adopt Resolution 2022-10 Setting the FY 2022/2023 Final Millage Rate

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F.3. Public Hearing to consider the FY 2022/2023 Final Budget Resolution 2022-11

City Attorney Cary read the short title into the record. Finance Director Stankiewicz presented and explained the item to the board.

Motion: Adopt Resolution 2022-11 Setting the FY 2022/2022 Final Budget

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Vice Mayor Rogers thanked the staff and the City Manager for all the work they did on the budget; a lot of work went into proposing and creating a budget to address City needs.

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Report and Action Items from the 2022 Charter Review Advisory Committee

This item was introduced by City Clerk Bates.

Motion: Table this item until Commissioner Gordon can be present

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request to Approve Contract #38043 (COB #2022-12) with St Johns River Water Management District (SJRWMD) For FY2023 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant

Infrastructure Director Vost presented and explained the item to the Board.

Motion: Approve Contract#38043 (COB #2022-12) with St Johns River Water Management District (SJRWMD) For FY2023 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Mayor Robinson stated SJRWMD has been very supportive to the City of Bunnell and a good friend to the City with all the grants the City has been awarded.

Public Discussion: Representative from SJRWMD, William White, stated the agency is always glad to assist.

Vote: Motion carried unanimously

H.3. Interlocal Agreement for the Collection of the Flagler County Emergency Medical Services Impact Fee

Growth Management Director Adam Mengel with Flagler County presented this item and discussed all the proposed impact fees being adopted by Flagler County.

Motion: Approve the Interlocal Agreement for the Collection of the Flagler County Emergency Medical Services Impact Fee

Motion by: Vice Mayor

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.4. Interlocal Agreement for the Collection of the Flagler County Library

Impact Fee

Motion: Approve the Interlocal Agreement for the Collection of the Flagler County Library Impact Fee

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.5. Interlocal Agreement for the Collection of the Flagler County's Parks and Recreational Facilities Impact Fee

Motion: Approve the Interlocal Agreement for the Collection of the Flagler County's Parks and Recreational Facilities Impact Fee

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: Daisy Henry stated there is a park near the Carver Gym and the bathroom is not running; she asked for clarification that this money will fix that issue. Flagler County Growth Management Director Mengel explained impact fees can be used for new growth only; he stated the County is aware of the bathroom issue.

Vote: Motion carried unanimously

H.6. Interlocal Agreement for the Collection of the Flagler County's Fire Rescue Impact Fee

Motion: Approve the Interlocal Agreement for the Collection of the Flagler County's Fire Rescue Impact Fee

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.7. Interlocal Agreement between the City of Bunnell, Flagler County, other municipalities within Flagler County, and Flagler County School Board for Public School Facility Planning

City Attorney Cary presented the item to the board with a recommendation to approve the interlocal agreement.

Motion: Approve the Interlocal Agreement between the City of Bunnell, Flagler County, other municipalities within Flagler County, and Flagler County School Board for Public School Facility Planning

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – reported the City has been participating the County Emergency Operation Center briefings since Friday. The City has already begun to take precautions for the storm. Unified messaging will be going out from all the governmental agencies throughout the event.

- **Police Chief** – reported the Police Department is on notice to be prepared to report for duty due to the storm. He advised the incident at the park is an active investigation and cannot speak about it on the public record.
- **City Attorney** – None
- **City Manager** – reported the permit to begin construction for the Wastewater Treatment Plant expansion has been received and provided a brief overview of the next steps in the project. He praised the efforts of the Infrastructure Department and all they have done to secure funding for this project. He provided an update on the Security Cameras project and praised the work Donnie Wines and Sgt. Groth have put into this project. He provided the City actions for the storm to date: Offices will close to the public at 4:00 PM on Wednesday, September 28; There will be no garbage collection Thursday or Friday. Infrastructure Vost provided a report on the City’s stormwater system and Wastewater Treatment Plant due to recent rainfall. He explained what people within the City could expect given the anticipated 7 to 15 inches of rain Hurricane Ian will bring; there will be flooding in low lying areas and roads. Precautions are already in progress with for pre-storm preparations including cleaning culverts and digging out canals. The public was asked to minimize the use of sinks, toilets, and tubs; parents were cautioned not to let children play in standing water.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – reported the TPO meeting has been cancelled due to the storm.
 - **Vice Mayor Rogers** – stated the ground was saturated from the heavy rains from the last week; Infrastructure has been working very hard to do all they can to take care of the City. He asked where the public could get sandbags. Mayor Robinson read the locations and hours to pick up sandbags.
 - **Mayor Robinson** – thanked the City Attorney for the annual ethics training; it is always much more beneficial getting the training from someone who understands the City. She asked a letter of thanks be sent to Stewart Marchman for the use of their facility and the wonderful lunch that was prepared.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Goal/Priority: Quality of Life

ATTACHMENTS:

Description
Proposed Agreement

Type
Exhibit

MEMORANDUM OF UNDERSTANDING BETWEEN THE FLAGLER COUNTY HOUSING AUTHORITY AND THE CITY OF BUNNELL.

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ___1st_ day of __August_ 2022_ by and between the Flagler County Housing Authority (hereinafter "the Authority") and the City of Bunnell Police Department (hereinafter "The City" or "Bunnell PD").

Whereas, The Authority owns and operates a Public Housing development commonly known as "Carver Village" located within the City of Bunnell, Florida; and

Whereas, the Authority and Bunnell PD share a common interest in the safety of the residents of the Authority.; and

Whereas, The Authority desires to provide public housing space to Bunnell PD for use at Carver Village as an on-site police office; and

Whereas, the Authority believes that providing this on-site office will assist Bunnell PD with protecting and serving its Public Housing residents; and assist Bunnell PD with maintaining peace and safety in and around the Carver Village community; and

Whereas, the Flagler County Housing Authority Board of Commissioners pursuant to Resolution No 22-05-03 has authorized the Executive Director to execute this MOU with Bunnell PD; and

Now Therefore, in consideration of the premises and mutual covenants and promises contained herein, the Authority and Bunnell PD agree as follows

I. Purpose

The purpose of this MOU is to establish the terms and conditions of the professional partnership between the Authority and Bunnell PD to provide quality services that are responsive to the Carver Village community's concerns by promoting a safe environment for the peaceful enjoyment of the Authority's property by its public housing residents.

II. Term of MOU The term of this MOU shall commence on the last date of execution by the parties and continue until June 30, 2024, unless terminated by either party pursuant to Article VII below. This MOU may be renewed for one (1) additional one (1) year period.

III. Responsibility of the Parties

A. The City agrees to:

1. Upon execution of this MOU, occupy an office space at "Our House" resource center at 502 S. Bacher Street, Bunnell, Florida 32110 as deemed suitable to the Bunnell P.D. Occupancy of office space is for the convenience of the Bunnell P.D. and for the benefit of the Authority. The Bunnell P.D. is not obligated to continuously staff the office or otherwise guarantee its presence at any given time.
2. Provide police presence at Carver Village and the surrounding areas for the prevention/deterrence of crime, including patrols, contingent on the Bunnell P.D.'s ability to provide such services without diminishing routine service levels to the entire community.
3. Establish a system of regular communications between the parties with respect to suspected criminal activity occurring at or near Carver Village to assist the Authority with its efforts to maintain the property in a decent, safe, and sanitary manner
4. Provide any additional services that may be required or necessary to fulfill the purpose of this MOU.

B. The Authority agrees to:

1. Provide public housing space for a police on-site office on a twenty-four (24) hour basis.
2. Provide Bunnell PD with information that is permissible under federal, State, and County law and/or regulations to assist Bunnell PD with its law enforcement efforts to maintain peace and safety in and round the Carver Village.
3. Absorb the cost of the utility services at the designated police office.
4. Provide any additional services that may be required or necessary to fulfill the purpose of this MOU, as mutually agreed upon by the Authority and the Bunnell P.D.

IV. Indemnification Both parties hereto are entitled to sovereign immunity, except to the extent specifically waived by Florida Statute 768.28. To the extent permitted by Florida law, The City agrees to indemnify and hold harmless the Authority, its commissioners, employees, agents, contractors, and representatives from any and all actions, suits, claims, demands, liabilities, losses, and/or damages incurred by the Authority arising directly or indirectly from the intentional or negligent acts or omissions of The City or any of its employees, agents and/or subcontractors in the implementation and/or performance of this MOU. Likewise, Authority agrees to indemnify and hold harmless the City, its commissioners, employees, agents, contractors, and representatives from any and all actions, suits, claims, demands, liabilities, losses, and/or damages incurred by the City arising directly or indirectly from the intentional or negligent acts or omissions of the Authority or any of its employees, agents and/or subcontractors in the implementation and/or performance of this MOU. However, nothing contained herein shall waive, modify, or limit any protections afforded by §768.28, Florida Statutes, to which any party hereto may be entitled.

V. Termination/Remedies

- a. If any party fails to fulfill its obligations under this MOU in a timely manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from the receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) daytime period.
- b. Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days prior written notice to the other party. Any such termination shall be affected by delivery to the other of a Notice of termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

VI. Standards of Compliance

- a. The Authority and the Bunnell P.D, their employees, subcontractors, partners, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.
- b. All parties shall abide by all applicable local, state, and federal laws and regulations prohibiting discrimination on the basis of race, color, creed, religion, national origin, ancestry, disability, age, sex, pregnancy, marital status, familial status, sexual orientation, gender or identity or gender expression, status as a victim of domestic violence, dating violence or stalking.

VII. Relationships Between the Parties

The Authority and the City of Bunnell are independent entities. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent and separate entities, between the Authority and the City. or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

VIII. General Provisions

- a. Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused in the continuance of such circumstances, but this MOU shall otherwise remain in effect.

- b. This MOU may be amended only with the written approval of the parties hereto.
- c. Should any term or provision of this MOU be held, to any extend invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statue, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- d. This MOU states the entire understanding and agreement between the parties and supersedes all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements, or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their representative assigns, and successors in interest.

Housing Authority of Flagler County

City of Bunnell

By:



By:

Name: Robert Beyrer

Name:

Title: Executive Director

Title:

Date: 8/1/2022

Date:

Community Space Lease Agreement

This Community Space Lease Agreement, made this __1st__ day of _August_, 2022, is entered into by and between The Flagler County Housing Authority, a (hereinafter referred to as "The Authority") through its Public Housing department (hereinafter referred to as "Landlord"), located at 414 S. Bacher St, Bunnell FL 32110. And the City of Bunnell (hereinafter referred to as "Tenant/Provider").

WHEREAS, the Authority recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, and

WHEREAS, the City of Bunnell. is a government entity that provides services of value to the Authority and its assisted housing residents and has demonstrated an ability to provide these services; and

WHEREAS, the Authority is desirous of providing an increased law enforcement presence for its assisted housing residents living at the Carver Village Public Housing development and the City of Bunnell is also desirous of providing increased police visibility through its physical office presence at this location; and

WHEREAS, the Authority agreed to lease office space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolution No 22-05-03

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

1. THE PREMISES. The Landlord shall lease to Tenant/Provider office space located within "Our House Resource Center" (hereinafter "Premises") at 502 S. Bacher St. Bunnell, FL 32110.
2. THE SCOPE OF SERVICES. While the Tenant/Provider is in possession of the Premises described in paragraph 1 of this Agreement, the Tenant/Provider agrees to provide

increased police visibility and a police presence at the location described herein so as to benefit the assisted housing residents at the Premises. Assisted housing shall mean public housing programs.

3. AUTHORIZED AGENT ON PREMISES. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.
4. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall commence on the last date of execution by the parties and continue until June 30, 2024, unless terminated by either party
5. RENT PAYABLE. Tenant/Provider shall pay rent in the amount of one (\$1) per year.
6. USE OF PREMISES. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is described in Paragraph II of this Agreement. Tenant/Provider shall be entitled to use the space described on a twenty-four (24)hour basis.
7. CONDITIONS OF PREMISES. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and tear. Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants. The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlords' s inspection findings.
8. PARKING. Parking spaces for program participants shall be negotiated with the Landlord. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.
9. UTILITIES. The Landlord shall pay for all utilities.
10. MAINTENANCE. Landlord shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Landlord's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall not charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops. The Landlord shall be responsible for major repairs. Major repairs include but are not limited to replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior

painting. The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

11. KEYS. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.
12. SIGNAGE. All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.
13. JANITORIAL SERVICES. The Landlord shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided without charge.
14. TRASH AND GARBAGE DISPOSAL. The Landlord shall pay for and provide all local trash and garbage disposal services, including exterior trash receptacles and containers for use by the Tenant/Provider. The Tenant/Provider, for its own part, shall regularly dispose of interior trash and garbage in the trash receptacles and containers provided by the Landlord.
15. NOTICES. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Flagler County Housing Authority

P.O. Box 188

Bunnell, FL 32110

City of Bunnell

P.O. Box 756

Bunnell, FL 32110

16. AUTONOMY. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent of the Bunnell P.D.
17. TERMINATION BY EITHER PARTY. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination or as determined by law. The director of the Authority is authorized to terminate this Agreement on behalf of the Landlord.
18. MISCELLANEOUS. Sublease. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

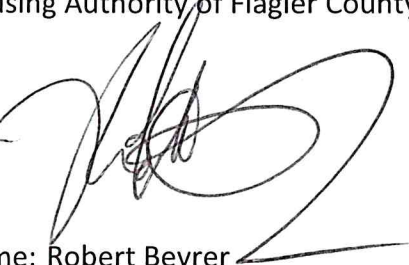
Agreement Guidelines- The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules, and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

Modifications. Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved, and signed by both parties and attached to the original of this Agreement.

Housing Authority of Flagler County

City of Bunnell

By:



By:

Name: Robert Beyrer

Name:

Title: Executive Director

Title:

Date: 8/1/2022

Date:



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 9/15/2022 Amount: \$260.00
Department: Community Development Account #:
Subject: Approval of the River to Sea Transportation Planning Organization-Funding Agreement
Agenda Section: Consent Agenda:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
River To Sea Transportation Planning Organization-Funding Agreement	Contract

Summary/Highlights:

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system throughout our surrounding area. This organization significantly benefits the City by offering opportunities to improve our infrastructure and the financial avenues with which to do so. The City of Bunnell is one of the twenty-four (24) entities that are part of this planning organization. As such, our portion of this collection of funding amounts to \$260.00.

Background:

Staff Recommendation:

Approve

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.



August 5, 2022

ML-2022- 01

Dr. Alvin B. Jackson Jr., City Manager
 City of Bunnell
 201 W. Woody Blvd., Bldg. 1
 Bunnell, FL 32110

RE: Notice for River to Sea Transportation Planning Organization Member Assessment and Funding Agreement

Dear Dr. Jackson Jr.,

The River to Sea Transportation Planning Organization (R2CTPO) is the body responsible for carrying out the urban transportation planning and programming process for all of Volusia County and the developed areas of eastern Flagler County. The R2CTPO collects a member assessment from each of its members annually to support the R2CTPO's functions necessary to achieve the role in planning the transportation system

The R2CTPO's records indicate we have not received a member assessment from City of Bunnell and an executed Funding Agreement. Enclosed you will find a Funding Agreement for the FY 22/23 R2CTPO member assessment. Please execute and return one original to the R2CTPO office. Also enclosed is an invoice for the FY 22/23 member assessment for your processing.

Thank you for your support of the R2CTPO. Please do not hesitate to contact Mariel Lemke at 386-226-0422 extension 20423 if you have any questions.

Sincerely,

Colleen Nicoulin
 Interim Executive Director

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2022/2023 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of ____ 2022, by and between the **CITY OF BUNNELL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "R2CTPO").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2022/23 FUNDING.** The CITY agrees to allocate **\$260.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2022/23 budget effective July 1, 2022. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2017 planning area.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2023.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Bunnell
201 W. Moody Blvd.
Bunnell, FL 32110

R2CTPO: Colleen Nicoulin, Interim Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the

statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO

CITY OF BUNNELL



Signature

Signature

Print Name: Colleen Nicoulin


Print Name: _____

Title: River to Sea TPO Interim Executive Director

Title: _____

ATTEST:

ATTEST:



Signature

Signature

Print Name: Debbie Stewart

Print Name: _____

Title: River to Sea TPO Administrative Assistant

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 9/15/2022 Amount:
Department: City Clerk Account #:
Subject: Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution

Summary/Highlights:

In accordance with the City Charter, this is a request to schedule a Special Election to fill the vacancy created by the resignation of Commissioner Barnes.

Background:

Commissioner Bob Barnes tendered his resignation as a Bunnell City Commissioner effective July 18, 2022. He was elected to serve a three year term on March 8, 2022 and was sworn into office on April 11, 2022. The term expires in 2025.

Per the City Charter, a Special Election should be scheduled with the next regular election. The next regular election is March 7, 2023.

The election to fill this vacancy will be a separate race from that held to fill the two Commissioner terms expiring in 2023.

Staff Recommendation:

Adopt Resolution 2022-12 Calling a Special Election to Fill the Vacancy in the City Commission.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, CALLING A SPECIAL ELECTION TO FILL THE VACANCY IN THE CITY COMMISSION SEAT VACATED BY COMMISSIONER BARNES FOR THE DURATION OF THE UNEXPIRED TERM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Section 3.07.C. of the Bunnell City Charter provides:

Filling of Vacancies. A vacancy of the Commission shall be filled by the Commission. The Commission shall appoint the successor(s) to fill the vacancies until a special election can be held simultaneous to the next regular election. A vacancy of the position of Mayor shall be filled by the Vice Mayor until the next regular election.

WHEREAS, Commissioner Bob Barnes tendered his resignation as a Bunnell City Commissioner effective July 18, 2022; and

WHEREAS, Commissioner Barnes was elected to serve a full three year term at the March 8, 2022 Municipal Election, with such term to start at the first meeting in April 2022 and to expire at the first regular meeting of the City Commission in April 2025 following the March 2025 Municipal Election; and

WHEREAS, pursuant Section 3.04 of the Bunnell City Charter, a regular election for two City Commissioner seats is currently scheduled to be held on Tuesday, March 7, 2023; and

WHEREAS, pursuant to Section 18-5 of the Bunnell Code of Ordinances (as enacted by Ordinance 2018-18), the qualifying period for such regular election begins on January 9, 2022 at 8:00 A.M. and concludes on January 13, 2022 at 12:00 P.M., and the deadline to qualify by the petition process is December 12, 2022 at 12:00 P.M.

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

SECTION 1.

The City Commission hereby calls a special election to be held simultaneous with the regular election to be held on March 7, 2023, to fill the vacancy in the office of City Commissioner created by the resignation of Commissioner Bob Barnes, with the candidate elected to serve the remainder of unexpired term of such office.

SECTION 2.

The special election shall be conducted on the same ballot as the regular election but shall be conducted separately from the regular election for City Commissioners. Specifically, while the regular election for City Commissioners will permit voters to choose up to two candidates, with the two candidates receiving the most votes being elected, the special election shall be separately denoted as a special election to fill the office's unexpired term, with voters permitted to choose only one candidate, with the candidate receiving the most votes being elected.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 10th day of October 2022.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 9/28/2022 Amount:
Department: Infrastructure Account #:
Subject: Resolution 2022-15 Amending Utility Rates
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Res 2022-15	Resolution

Summary/Highlights:

Resolution 2022-15 which amends resolution 2020-13.

Background:

In 2020, a rate study was completed to ensure the utilities department would have sufficient revenue for operations as well as to fund needed capital improvements for the long term. At that time it was anticipated rates would need to increase 12% per year for FY 20/21, 21/22 and 22/23. Resolution 2020-13 was adopted to approve those rate increases and since then, staff reviews the financials annually and has worked to find alternative funding sources. Staff has been successful in securing grants and zero percent interest loans to fund some capital projects, therefore, the 12% increase for FY 22/23 is no longer needed and can be reduced to a 3% increase.

Staff Recommendation:

Staff recommends approval of Resolution 2022-15 amending utility rates.

City Attorney Review:

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AMENDING RESOLUTION 2020-13, PROVIDING FOR WATER AND WASTEWATER UTILITY RATES, RECLAIM WATER RATES, FEES AND CHARGES FOR FISCAL YEAR 2022-2023 AND BEYOND; PROVIDING FOR ADMINISTRATION OF APPLICABLE FEES AND CHARGES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the public, and most specifically the existing customers of the City utilities system, that the City collect costs necessary to pay for new water, sewer and reclaim water installations and main tap connections from the person or persons requesting such installations and connections and receiving beneficial use thereof, so that the City will not suffer any financial loss; and

WHEREAS, the City has completed and adopted a Water and Sewer Master Plan, dated March 3, 2020, which identifies capital improvements which are critical for the continued operation of the City's water and wastewater systems; and

WHEREAS, the City Commission has determined the need for an increase in utility rates in order to provide service as outlined in the Water and Sewer Master Plan without financial loss; and

WHEREAS, the City of Bunnell Code of Ordinance Section 66-36 states fees shall be established by resolution; and

WHEREAS, the City in accordance with Section 180.136, Florida Statutes, provided notice of the City Commission's consideration of Resolution 2020-13 which adopted increased rates, fees and charges for Fiscal Year 2020-21 and beyond; and

WHEREAS, the City Commission revisits any needed adjustments to rates, fees and charges for water, wastewater and reclaimed water and administration of same, subsequent to receipt of a completed audit prior to the beginning of each subsequent fiscal year; and

WHEREAS, the City has determined that rates needed in Fiscal Year 2022-2023 are less than originally anticipated due to securing grants and no interest loans to help fund capital needs.

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

SECTION 1. RECITALS. The above Recitals are incorporated by reference as if stated herein.

SECTION 2. TEMPORARY HYDRANT METER DEPOSIT RATES: There shall be a \$1,500.00 deposit on all temporary hydrant meters to guarantee replacement coverage.

SECTION 3. DEPOSIT RATES: That each person, firm, or corporation receiving water, sewer or reclaim services from the City of Bunnell shall be required to post a deposit (per meter), to be paid prior to connecting services, to secure payment for such services as follows:

Type of Service	Water Deposit	Sewer Deposit	Reclaim
Residential	\$100.00	\$100.00	\$50.00
Non-residential	\$175.00	\$175.00	\$100.00

SECTION 4. USAGE AND BASE RATES:

Usage and base rates are outlined in Exhibit A. Base rates and consumption charges to any user located outside of the City limits shall be 125% of the rates in Exhibit A.

SECTION 5. SEPTIC WASTE DISPOSAL RATES: Septic haulers, who are properly licensed through the State of Florida and with the City of Bunnell, may enter an agreement to dispose of septic waste at the City’s wastewater treatment plant. Septic waste disposal rates will be charged per gallon as follows:

Residential septic disposal \$0.05
 Industrial septic disposal \$0.25

SECTION 6. ACCOUNT CONNECTION FEE: A connection fee will be charged to each utility account that is established with the City of Bunnell.

Residential account connection fee \$35.00
 Commercial account connection fee \$45.00 (Includes schools, government and churches)

SECTION 7. APPLICABLE PENALTY: There shall be a \$10.00 minimum or 10% penalty (whichever is greater), for any unpaid balance after the 21st of the month and repeated for each billing period thereafter on the unpaid balance.

SECTION 8. NON-PAYMENT POLICY: On the second (2nd) Tuesday of the month following a penalty cycle, service for all past due accounts shall be discontinued for non-payment of the bill; and a turn-off (disconnection) fee, as applicable, shall be applied to the close out of the account. Service will not be resumed until the past due utility bill is paid in full, along with penalty as provided here in, and a turn-on (reconnection) fee, as applicable.

SECTION 9. POSTED DEPOSITS: Posted deposits of all customers whose accounts remain delinquent in excess of twenty-eight (28) days shall be applied to any outstanding balance and the account shall be closed. To reestablish service, both a new deposit

AND any outstanding balances, paid in full, as stated herein, shall be posted, and the utility account shall be re-opened.

SECTION 10. SERVICE FEES FOR DISCONTINUANCE AND RE-ESTABLISHMENT OF SERVICE SHALL BE AS FOLLOWS:

Turn off fee	\$25.00
Turn on fee	\$25.00
Removal of meter	\$35.00
Replacement of removed meter	\$35.00
Meter check fee	\$35.00
Meter bench test fee	\$55.00
After-hours fee (plus any fees listed above, as applicable)	\$55.00

SECTION 11. CONNECTION CHARGES VERSUS DEVELOPMENT CHARGES OR IMPACT FEES: Connection charges, also known as tap-in charges, are separate and distinct from impact fees, also known as development fees, or charges. This Resolution applies to connection charges. Impact fees are adopted by Ordinance and are not subject to this Resolution.

SECTION 12. WATER MAIN PIPE TAP AND METER INSTALLATION CHARGES: The following connection charges shall be paid by the person or persons requesting water pipe tap connections and meters, within the City limits. All services installed outside the City limits are surcharged by 25%. All rates are base rates. Any additional costs incurred by the City in installing the taps or meters will be passed on to the consumer. All charges listed below also apply to any taps made to the reclaim water system.

SECTION 12.1 This chart is for water meter installations for residential (RS) and non-residential units (NRS). The costs for the meters and installation will vary based on the conditions listed below each meter and their associated fee. Further, in these installations, a reduced pressure backflow preventer is required to be installed by a licensed plumber for all non-residential services.

Service Class	Size	Description of Components	Amount
RS or NRS	5/8x3/4"	Meter, Materials	\$ 280.00
<i>Setting, piping, fittings, and box previously installed by owner.</i>			
RS or NRS	5/8x3/4"	Meter, Materials	\$ 348.00
<i>Existing main pipe tap service.</i>			
RS	5/8x3/4"	Pipe Tap, Meter, Materials	\$ 575.00
NRS	5/8x3/4"	Pipe Tap, Meter, Materials	\$ 674.75

Main pipe tap not installed.			
RS or NRS	1"	Meter, Materials	\$ 465.00
Setting, piping, fittings, and box previously installed by owner.			
RS or NRS	1"	Pipe Tap, Meter, Materials	\$ 851.00
Main pipe tap not installed.			
NRS	2"	Pipe Tap, Meter, Materials	\$ 1,392.00

SECTION 12.2. OVER 2-INCH SIZE METER CONNECTIONS: These size pipe taps and meter sets are the sole responsibility of the owner/developer and must be installed by a plumber or underground utilities contractor licensed by the State of Florida and in accordance with City specifications.

SECTION 13. SEWER MAIN TAPS TO ALL EXISTING MAIN SEWERS THAT DO NOT HAVE A SERVICE TAP TO A SUBJECT PROPERTY. All sewer main taps and connecting piping to buildings will be performed by a qualified plumbing contractor or underground utilities contractor licensed by the State of Florida and approved by City, as contracted directly by the property owner/developer, and according to City specifications and inspection by City personnel. The installation by owner/developer's contractor shall include a cleanout at the property line, which must be accessible for cleaning purposes, and all necessary road pavement cuts and repairs acceptable to the City's specifications and inspection by City personnel, at the sole cost and expense of the owner/developer. This/these connection fee(s) therefore are direct costs to the developer/owner by their underground, plumbing, or other qualified contractor; and, are not paid directly to the City

SECTION 14. SEWER MAIN TAPS AND CONNECTING PIPING TO BUILDINGS WHERE NO MAIN SEWER SYSTEM EXISTS. All sewer main taps and connecting piping to buildings where no main sewer system exists shall be installed by the owner/developer's State of Florida licensed plumbing or underground utilities contractor acceptable to the City, with the new sewer system mains that are required to be installed by the owner/developer at the owner/developer's sole cost and expense, and in accordance to City specifications and inspection by City personnel. This/these connection fee(s) therefore are direct costs to the developer/owner by their State of Florida licensed underground utilities or plumbing contractor; and, are not paid directly to the City.

SECTION 15. ROAD AND DRIVEWAY PAVEMENT CUTS AND REPAIR/RESTORATION: If the City or contractor must cut the road or driveway pavement for installing a water or a sewer tap and service piping, the benefiting property owner/developer is responsible for the expense of paving restoration. The subject property owner/developer is responsible to directly hire and pay a paving, or otherwise experienced,

City licensed contractor to compact the trench, straight cut the edges of the paving, cut and repave the applicable road or driveway(s).

SECTION 16. EXCEPTIONS TO INCLUDED CHARGES OR PROCEDURES:

Any special circumstance regarding connection charges that are not covered herein shall be handled on a case-by-case basis by the Infrastructure Director or his/her designee. The City shall calculate charges in the same manner as those herein included were calculated. Any appeal of the Infrastructure Director or his/her designee may be appealed to the City Manager within 15 days. The City Manager's decision may subsequently be appealed to the City Commission for review at their next regularly scheduled meeting.

SECTION 17. CONTRACTORS: All contractors subject to the administration of this Resolution must be appropriately licensed by the State of Florida as to their qualifications to perform the needed services and have a valid City of Bunnell Business Tax Receipt. Contractors shall include, but are not limited to, individuals and firms installing or maintaining underground piping, plumbing, paving, mechanical equipment, as well as drafters, surveyors, architects, and engineers.

SECTION 18. INSPECTIONS REQUIRED: The building permit holder, or their designee, shall notify the Infrastructure Director, or the Director's designee, when the water service piping and/or the sewer service piping is ready for inspection and/or connection to the City's water and/or sewer mains. The connection shall be made under the supervision of the Infrastructure Director, or the Director's designee. The Building Permit holder, or property owner, as billed by the City, shall pay inspection fees and any other expenses incurred by the City. All water meters and backflow preventers must be accessible at all times for inspection and/or servicing by the Utilities Department.

SECTION 19. DEFINITIONS OF ABBREVIATIONS AND TERMS.

- **RS** means Residential Service, and normally means a single-family detached house; however, it can also apply to duplexes or other multiple attached residential buildings.
- **NRS** means Non-Residential Service and applies to all services provided to buildings other than residential buildings.
- **DCV BFP** means Double Check Valve Back-Flow Preventer, which is a special class of plumbing device that prevents backflow from point-of-use back into the water system.
- **RPZ BFP** means Reduced Pressure Zone Back-Flow Preventer, which is a special class of plumbing device that prevents back-flow from point-of-use into the water system.
- **%-INCH SIZE** refers to the nominal pipe diameter of services; and respectively applies to other sizes listed such as 1 or 2 inches.
- **TAP** refers to the service piping and pipe fittings that make up a service to a building; and, for water services it includes the pipe saddle, corporation stop valve, wet-tap hole, service piping, and curb stop valve; and, for sewer services, it includes the pipe saddle, machine drilled hole, piping and clean out assembly.

- **METER-SET** refers to a water service and includes the meter, meter couplings, and meter box.

SECTION 20. CONFLICTS.

Parts of Resolutions 2016-26, 27 & 28 and Resolution 2019-15, which may be in conflict with this Resolution shall be rescinded and any other resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 21. SEVERABILITY.

If any provisions of the Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect and, to this end, the provisions of this Resolution are declared severable.

SECTION 22. EFFECTIVE DATE.

This Resolution shall become effective on October 1, 2022.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell on the 10th day of October 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk

Approved as to Form:

Seal:

Vose Law Firm, City Attorney

Exhibit A - Usage and Base Rates:

	<u>Effective 10/1/2020</u>	<u>Effective 10/1/2021</u>	<u>Effective 10/1/2022</u>
Water Base Rates:			
Residential	\$24.44	\$27.37	\$28.19 30.66
Commercial	\$44.08	\$49.37	\$50.85 55.30
Schools	\$42.49	\$47.59	\$49.02 53.30
Government	\$73.47	\$82.29	\$84.76 92.16
Water Consumption Rates (Per thousand gallons):			
Residential	\$8.18	\$9.16	\$9.43 10.26
Commercial	\$8.18	\$9.16	\$9.43 10.26
Schools	\$8.18	\$9.16	\$9.43 10.26
Government	\$8.18	\$9.16	\$9.43 10.26
Wastewater Base Rates:			
Residential	\$27.48	\$30.78	\$31.70 34.48
Commercial	\$71.20	\$79.74	\$82.13 89.31
Schools	\$124.36	\$139.29	\$143.47 156.00
Government	\$124.36	\$139.29	\$143.47 156.00
Wastewater Consumption Rates (Per thousand gallons):			
Residential	\$9.56	\$10.71	\$11.03 12.00
Commercial	\$13.23	\$14.81	\$15.25 16.59
Schools	\$13.23	\$14.81	\$15.25 16.59
Government	\$13.23	\$14.81	\$15.25 16.59
Reclaim Base Rates:			
Residential	\$1.83	\$2.04	\$2.10 2.29
Commercial	\$3.28	\$3.68	\$3.79 4.12
Schools	\$3.18	\$3.56	\$3.67 3.99
Government	\$5.50	\$6.16	\$6.34 6.90
Reclaim Consumption Rates (Per thousand gallons):			
Residential	\$0.45	\$0.50	\$0.52 0.56
Commercial	\$0.56	\$0.63	\$0.65 0.70
Schools	\$0.45	\$0.50	\$0.52 0.56
Government	\$0.45	\$0.50	\$0.52 0.56

NOTE: Effective 10/1/2023 and each October 1st thereafter, rates shall be increased by 3% annually to account for inflation.



City of Bunnell, Florida

Agenda Item No. G.1.

Document Date: 9/28/2022 Amount:
Department: City Clerk Account #:
Subject: Report and Action Items from the 2022 Charter Review Advisory Committee
Agenda Section: Old Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
CRC Report	Exhibit
Approved Charter Review Committee Minutes	Ordinance
July 27, 2022 Minutes (To be Approved)	Minutes

Summary/Highlights:

This is the report from the 2022 Charter Review Advisory Committee.

This item was Tabled at the September 26, 2022 City Commission Meeting. Per Robert's Rules of Order, for any discussion on this item to occur, a Motion and Second are required to "Bring the item off the Table." If the motion succeeds, then discussion on the item can commence otherwise this item with "Die on the Table."

Background:

The members of the Charter Review Advisory Committee were appointed by the City Commission on May 9, 2022.

The Public Workshop for the 2022 Charter Review Advisory Committee was held on June 22, 2022. This was the public meeting held to allow members of the public to provide input and suggestions to the Charter Review Advisory Committee prior to the start of the actual committee meetings.

The Charter Review Advisory Committee met on July 13, 2022 and July 27, 2022 to review and discuss the Bunnell City Charter.

The topic most discussed at the meetings were the following: 1. Voting Districts; 2. Time between required Charter Reviews.

There are no recommendations from the Charter Review Advisory Committee for amendments to the Charter to be placed on the 2023 Municipal Ballot.

Staff Recommendation:

1. Accept the report from the Charter Review Advisory Committee; 2. Approve the July 27, 2022 Charter Review Advisory Committee Minutes; 3. Sunset the 2022 Charter Review Advisory Committee

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

VACANT

TINA-MARIE SCHULTZ

September 6, 2022

Mayor Robinson and Commissioners
City of Bunnell

Re: Bunnell Charter Review Advisory Committee Final Report

Dear Mayor and Commissioners:

The City of Bunnell Charter Review Committee ("CRC") has completed its review of the Bunnell City Charter. The CRC held a total of three meetings- one workshop held June 22, 2022 and two regular meetings held July 13, 2022 and July 27, 2022. The CRC is not recommending Charter Amendments for the 2023 Municipal Ballot.

The CRC did extensively discuss several topics including the need for residential districts for Commissioners, the various forms of voting districts and the length of time between required Charter reviews. Despite the debate and varying points of view on topics, there were no successful motions made regarding any proposed changes to the current Bunnell Charter. As a result, there is no proposed amendment language to be submitted to the City Commission for review and consideration.

On behalf of each member of the Charter Review Committee, I would like to thank the Commission for the opportunity to serve the City and its citizens in this capacity. The CRC would also like to thank the City Attorney and City staff for their diligent assistance in our efforts during our appointment time and meetings. I would personally like to thank my fellow committee members for their conscientious service to the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Masten".

Gary Masten
Chair, 2022 Charter Review Advisory Committee



Crossroads of Flagler County

**BUNNELL CHARTER REVIEW
ADVISORY COMMITTEE MINUTES**

Wednesday, June 22, 2022

Workshop

6:00 PM

1769 E. Moody Street
Chambers Meeting Room
Bunnell, FL 32110

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

City Attorney Wade Vose called the meeting to order at 6:00 PM. The Pledge to the Flag was performed.

B. Roll Call

Roll Call (Present): Daisy Henry; Darial Williams; David Wilhite; Gary Masten; Joe Kowalsky; Joy Allen; Michelle Heider; Bonita Robinson (Alternate); City Attorney Wade Vose; City Clerk Kristen Bates

City Attorney Vose provided a brief overview/training to all Committee members on the Sunshine Law and Public Records law. The members of the Committee were invited to ask questions at any point of the overview. Examples of possible violations of the Sunshine law were provided. Facebook posting in the context of the Sunshine Law and e-mails, correspondence and notes were discussed in the context of Public Records. What to do if members receive items that could be public records was discussed.

Gary Masten asked about how the Committee's suggestions are processed. City Attorney Vose explained the Committee makes suggestions/recommendations to the City Commission; the City Commission reviews the suggestions/recommendations and takes legislative action (an ordinance) to place approved items to be considered by the electors of Bunnell on the 2023 Municipal Elections ballot.

Gary Masten asked if fines for inadvertent violations of the Sunshine Law were the personal responsibility of the Committee member. It was confirmed members would be personally responsible for fines resulting from their conduct while serving on the Committee.

City Attorney Vose discussed the need to have a Chair and Vice Chair. This would be done by having nominations and then a vote from the Committee Members.

Each member of the Committee introduced themselves and provided a brief background on themselves.

City Attorney Vose opened the floor for nominations for the Chair. There was a nomination for Gary Masten to serve as the Chair.

Motion: Gary Masten to serve as the Committee Chair.

Motion by: David Wilhite
Seconded by: Joy Allen
Vote: Motion carried unanimously

City Attorney Vose opened the floor for nominations for the Vice Chair. There were motions for the following to serve as the Vice Chair: Daisy Henry; Joy Allen; Darial Williams. Both Daisy Henry and Darial Williams declined their nomination.

Motion: Joy Allen to serve as the Committee Vice Chair.
Vote: Motion carried unanimously

C. Charter Discussion & Input from the Public

C.1. Discussion of changes or considerations for the Bunnell City Charter

There were no members of the Public in the audience. Therefore, there was no input from the Public.

City Attorney Vose explained the scope of duties for the Charter Review Committee and explained the purpose of the City Charter. The process of how the Charter was explained. He provided some guidance and recommendations on what type of changes should be made; members should focus on concepts of the Charter and not get "bogged" down with specifics or changing words for the sake of changing words.

Chair Gary Masten asked how the information is presented to the Commission.

Answer: A report and/or ordinance with the recommended changes is presented on a Commission agenda. This is prepared by the City Attorney and City Clerk Office.

Member Joe Kowalsky asked if there were other Charters that also provide governance to the City.

Answer: The difference between Charter County and Non-Charter County was provided. An explanation about Home Rule authority was provided; City's are not allowed to pass legislation that is inconsistent with State law, that is less restrictive than State law or on a subject that has been pre-empted by the State.

Chair Gary Masten asked for examples of something that would violate State statute. An example was provided and explained.

Attorney Vose asked the members of the Committee if there were any areas of the Charter they already had identified for possible changes.

Member David Wilhite stated he is confused by the language and example in the Elections and Terms section and thinks it could use some clarity/cleaning-up. There was discussion about some language, as in this case, that the information is not meant for the average citizen, but for attorneys and staff; however, it can be looked at to see if there is a way to address the concern.

Member Daisy Henry stated there needed to be a way to have more representation of all the citizens in Bunnell and that she thinks they need to look at the powers granted to the Mayor and City Manager. There was discussion on the Commission-Manager form of government and Strong Mayor verses Weak Mayor forms of government.

Alternate Member Bonita Robinson asked if something needed to be added to the Charter what process was used.

Answer: Adding to the Charter is amending the Charter. The exact some process would be used.

D. Discussion of Meeting Schedule and Announcement of Next Meeting

The next meeting was discussed. City Clerk Bates explained about the meeting spaces available. The following days were proposed for possible meeting dates: July 13, 2022; July 27, 2022; and August 10, 2022.

The next meeting of the Charter Review Advisory Committee will be July 13, 2022 at 3:00 PM and will be held at the Versie Lee Mitchell Community Center.

The question was asked if a member could not attend, were they able to still provide input.

Answer: If a member was not able to attend, they could provide their comments and notes on an item/idea and should send them to the City Clerk to bring to the meeting.

E. Call for Adjournment

Motion: Adjourn

Motion by: Joy Allen

Seconded by: Joe Kowalsky

Vote: Motion carried unanimously



Gary Masten, Chair



Kristen Bates, CMC, City Clerk

7/13/2022

Date

7/13/2022

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****

GARY MASTEN
CHAIR

JOY ALLEN
VICE-CHAIR



Crossroads of Flagler County

DAISY HENRY
DARIAL WILLIAMS
DAVID WILHITE
JOE KOWALSKY
MICHELLE HEIDER
BONITA ROBINSON
(ALTERNATE)

**BUNNELL CHARTER REVIEW
ADVISORY COMMITTEE MINUTES**

Wednesday, July 13, 2022

3:00 PM

Versie Lee Mitchell Community Center
405 E. Drain Street
Bunnell, FL 32110

A. Call Meeting to Order

Chair Masten called the meeting to order at 3:04 PM.

B. Roll Call

Present: Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; City Attorney Wade Vose; City Clerk Kristen Bates

Excused: Michelle Heider; Bonita Robinson (Alternate)

C. Approval of Minutes

C.1. June 22, 2022 Charter Review Advisory Committee Minutes

Motion: Approve the June 22, 2022 Charter Review Committee Workshop Minutes

Moved By: David Wilhite

Seconded By: Joy Allen

Vote: Motion carried by unanimous vote

D. Charter Discussion

D.1. Review and Discussion of the Bunnell City Charter

Chair Masten open the floor for discussion.

Member Kowalsky stated the Charter does not have any "protections" for staff or workers.

City Attorney Vose and City Clerk took turns explaining the various documents and regulations utilized by the City. There are also the Code of Ordinance and Land Development Code. Matters dealing with employees are covered by the City Personnel and Policy Manual.

Topic: Districts

Member Henry stated the "at large" requirement for Commissioners needs to be looked at as she feels that not all portions of the City are represented.

City Attorney Vose discussed the Commission had recently looked at the possibility of creating districts and explained "at large," single member districts and residency districts.

Member Allen asked what the districts would look like.

City Attorney Vose explained Florida Statute provides regulations for the creation and maintenance of districts. Examples of the regulations mentioned were being equal in population, contiguous, for racial make-up, etc. Because they require regular maintenance, actual districts would not be included in the Charter and are created by the City Commission through ordinance.

Chair Masten asked if having districts would increase election costs.

Clerk Bates explained it would depend on the type of districts created, but in general it would add to ballot printing costs. If four different ballots had to be printed, costs would increase and could lead to errors if wrong ballots were used. Other costs that might come with districts is if additional polling places are needed.

Vice Chair Allen stated several members of the public have stated without districts they fear that the residents in Grand Reserve would take control of the Commission.

There was discussion about the pros and cons of districts.

The pros mentioned were a single Commissioner being able to advocate for the needs of their individual district better and neighborhoods not being "left out" of events.

Some of the cons mentioned were dividing an already low voter turn out by four districts, creating the need for run off races which increase election costs, errors in voting by wrong ballots, as districts have to have equal population they could cover more than one neighborhood, and the expense to the City to fairly create and maintain districts to stay in compliance with Florida Statute.

Chair Masten stated he thought the Commission as it is with the at large membership is better able to handle issues thinking of the City as a whole. The example he used was the recent decision to spend a large amount of money on the camera system that is being installed on the southern portion of the City. He is concerned having districts could cause a Commissioner to think of the needs of only their district which could impact the ability of the City to effectively move forward with projects or make decisions.

Member Henry stated there have been positive changes, but more is needed. The citizens need more education and to be informed better about their government. She also stated she was concerned that an employer can stop someone from running for office.

City Attorney Vose advised it was most likely an agency's Personnel Policies that would affect their employee's ability to run for office. Each agency maintains their own personnel policies and another agency cannot apply or make changes to another agency's policies. He also briefly explained the Resign to Run requirements as elected officials cannot hold more than one office at a time.

There was a question what would happen if no candidate qualified to run for a district seat.

City Attorney Vose explained the sitting Commission would then have to locate

Topic: Charter Review Minimum Time Requirement

City Attorney Vose mentioned the possibility of changing the minimum requirement for the conduct of Charter Reviews from five years to ten years or a number between five and ten years. He explained the Commission has the authority to consider Charter Amendments at any time and to do it either with or without a Charter Review Committee.

The time stated in the Charter is the minimum time frame for the City to conduct a review. He also advised since the City has done at least two extensive reviews and clean-ups of the Charter in both 2013 and 2018 that now would be a good time to consider extending the time frame between Charter Reviews.

Member Kowalsky stated he thinks every five years is good, especially with the changes happening in the City population.

Vice Chair Allen feels that ten years is too long to go between reviews with how fast technology changes.

Member Wilhite stated he liked the ten-year review as changes in technology would not affect how the City government is supposed to operate or function. Changes to regulations that might be affected by technology or other trends would be done through ordinances and changes to the City's codes and development regulations.

E. Announcement of Next Meeting

July 27, 2022 at 3:00 PM; location is the First Floor Conference Room of the Government Services Building

F. Call for Adjournment

Motion: Adjourn

Moved By: Joy Allen

Seconded By: Darial Williams

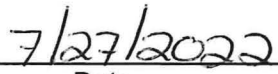
Vote: Motion carried by unanimous vote



Gary Masten, Chair



Kristen Bates, CMC, City Clerk



Date



Date

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

GARY MASTEN
CHAIR
JOY ALLEN
VICE-CHAIR



Crossroads of Flagler County

DAISY HENRY
DARIAL WILLIAMS
DAVID WILHITE
JOE KOWALSKY
MICHELLE HEIDER
BONITA ROBINSON
(ALTERNATE)

BUNNELL CHARTER REVIEW ADVISORY COMMITTEE MINUTES

Wednesday, July 27, 2022

3:00 PM

Versie Lee Mitchell Community Center
405 E. Drain Street
Bunnell, FL 32110

A. Call Meeting to Order

Chair Masten called the meeting to order at 3:01 PM and led the Pledge of Allegiance.

B. Roll Call

Present: Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; Michelle Heider; Bonita Robinson; City Attorney Wade Vose; City Clerk Kristen Bates

Excused: N/A

C. Approval of Minutes

C.1. July 13, 2022 Charter Review Committee Meeting Minutes

Motion: Approve the July 13, 2022 Charter Review Committee Minutes

Moved By: Joy Allen

Seconded By: Daisy Henry

Vote: Motion carried by unanimous vote

D. Charter Discussion

D.1. Review and Discussion of the Bunnell City Charter

Chair Masten provided a recap of the two topics that were discussed at the last meeting. He asked if the current Charter addressed how to fill a vacancy. Both City Clerk Bates and City Attorney Vose explained how the Charter addresses the filling of a vacancy on the Commission.

Member Heider provided her input on the topics discussed at the last meeting. She advised she served on the 2018 Charter Review Committee and districts were heavily discussed then, but it was decided districts were not something to explore in 2018. She has no issues with extending the time between the required Charter Reviews.

Alternate Robinson provided her input on the topics for the last meeting. She feels 10 years is a long time to go before looking at the Charter; while the

Commission may be able to call for a review to occur at any time before the 10 years, she feels that the Commission needs to be held accountable more than that. She also addressed the need for districts. She stated she feels the reason the City has such a low voter turnout is because there are not districts and the residents in the south side of Bunnell feel they are not being heard, are excluded from how things are done and feel they don't know anyone who runs for the Commission or serves on the Commission. She told a story about her mother asking about her mail in ballot and stated she and her husband made the decision to not vote in the last election because the candidates did not come to the south side to speak to the residents there. Alternate Robinson also advised she feels people would be more likely to vote for a neighbor than someone they do not know, and people need to feel their Commissioner is speaking for them and what they need in their neighborhood. She feels the best version of districts for the City is the residents of each district voting for the candidate of their choice from that district, not the resident Commissioner with all the City voting for each district.

City Attorney Vose spoke to the dynamics of districts again, reminding the Committee that no one will know what the districts will look like until they are created. Florida Statute regulates districts with some very specific components of districts are they must be equal in population not in size, contiguous not separate or divided and do not create racial disparity. There are others as well. The district boundaries would not be placed in the Charter but drawn up using all available data and adopted by ordinance. They must be reviewed for continued accuracy of the population requirement. This means that if there is a surge in growth, the City could be looking at completing census counts every two to five years or if there is a stall in growth using national census data.

Member Henry stated the residents in the south side of Bunnell feel neglected and are not allowed to participate in their government.

Chair Masten spoke to a comment Member Henry made at the last meeting about needing to stop dividing the communities/City and find ways to work together. He asked the committee for their thoughts on how dividing the City into four districts will allow the citizens to come together and not divide the City further. He has heard from some citizens about districts and their main concern was what their district would look like before they would think it was a good idea; however, no one can know what a district would look like before the decision to have districts is made. He pointed out based on how the population falls geographically either or both the residents of Grand Reserve and the south side could actually be split into two different districts and not in the same district.

Member Heider asked about other jurisdictions of Bunnell's population and whether they have districts. City Attorney Vose advised it is very rare; most jurisdictions with districts are much larger in population. She asked Member Henry and Alternate Robinson what they felt are other ways to get those who feel underrepresented to feel more involved in their City. There were no ideas or suggestions as how to make this happen.

Member Williams feels representation is needed for all citizens and reminded all that even a neighbor running for a Commission seat may make promises during a campaign but forget those promises once elected. An even playing field and equal representation for all the City is needed.

Member Wilhite asked with the vacancy on the Commission now and the seat being placed on the 2023 ballot if now would be the good time to get a representative from the south side to run. Alternate Robison stated there has to be another way to be fair using the example of when the last vacancy was filled both she and Member Henry submitted letters to be appointed but were not appointed.

Vice Chair Allen asked who would make the districts. City Attorney Vose explained the Commission is the body to establish the districts with the input from professionals who have experience with creating districts and the legal requirements for districts. This tends to mean the City would need to engage the services of a consultant with both GIS capabilities and familiarity with all that is required when creating districts. The need to maintain equal population across all districts was stressed and the need to continually determine if they are equal when there are surges in growth.

Member Henry stated the Commission needs to be aware of all citizens and the people need to be at peace with those who represent them; districts may be the only way to make this happen.

Chair Masten opened the floor up for any motions on possible Charter amendments.

Motion: Not to proceed with voting districts

Moved By: David Wilhite

Seconded By: Joe Kowalsky

Vote: Motion carried 5 to 2.

Yay: Gary Masten; Joy Allen; Joe Kowalsky; Michelle Heider; David Wilhite

Nay: Darial Williams; Daisy Henry

Motion: Have Charter Reviews occur every 10 years

Moved By: David Wilhite

Seconded By: Michelle Heider

Vote: Motion failed 2 to 5

Yay: Michelle Heider; David Wilhite

Nay: Gary Masten; Joy Allen; Joe Kowalsky; Darial Williams; Daisy Henry

Motion: Keep Charter Reviews at every 5 years

Moved By: Hoy Allen

Seconded By: Daisy Henry

Vote: Motion carried by unanimous vote

There was discussion about reporting back to the Commission. City Attorney Vose advised a letter or report could be drafted and presented to the Commission at one of their upcoming meetings. This report could be presented by the Chair or staff.

Member Henry asked how the Commission would know about the discussions held about the need for districts and how strongly some members feel about their need. City Clerk Bates advised the minutes from meetings could be included in the agenda item. Members felt this was a good suggestion.

City Clerk Bates also advised additional actions would be recommended to the Commission when the report is presented. Those actions would be to sunset the 2022 Charter Review Advisory Committee which legally ends the need for the committee and for the Commission to approve the last set of minutes of the Committee.

E. Announcement of Next Meeting: August 10, 2022

There will not be another meeting of the Charter Review Advisory Committee as the Committee has determined that they have met the objectives set for them by the City Commission. The August 10, 2022 meeting is cancelled.

F. Call for Adjournment

Motion: Adjourn

Moved By: Daisy Henry

Seconded By: Michelle Heider

Vote: Motion carried by unanimous vote

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 9/13/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback City of Palm Coast Contract with Hawkins, Inc
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Proposed Piggyback Agreement	Contract
Hawkins Palm Coast Contract & Bid Documents	Exhibit

Summary/Highlights:

Staff is seeking approval to piggyback the Palm Coast agreement with Hawkins, Inc. for the purchase of bulk chemicals.

Background:

The Wastewater Treatment Plant and the Water Treatment Plant both require delivery of various bulk chemicals for the safe and effective operation in treating water for Bunnell residents and businesses. Hawkins Inc has been a reliable vendor for several years.

Staff Recommendation:

Staff recommends approval to piggyback the Palm Coast agreement with Hawkins.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

2022-13

**MUTUAL CONSENT AGREEMENT 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 604 E. Moody Blvd., Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed Chemicals for Water Treatment Plants Contract No. ITB-UT-22-45 ("Contract No. ITB-UT-22-45) with the City of Palm Coast, Florida effective on 8/02/2022; 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 award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. ITB-UT-22-45 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 Daytona Beach in Contract No. ITB-UT-22-45; 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-22-45; 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-22-45, 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-22-45, 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-22-45 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 12 of Contract No. ITB-UT-22-45 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
201 W. Moody Blvd.
Bunnell, FL 32110

7. Notice. Notice, as addressed in Section 16 of Contract No. ITB-UT-22-45, 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-22-45.

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]

HAWKINS, INC.



Print Name: Raymond Pool

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 19th day of September, 2022, by Raymond Pool 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

Brandon Rice

Printed/Typed/Stamped Name of Notary

My commission expires:



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: _____

Approved as to Legal Form

Wade Vose, City Attorney
Vose Law Firm

ATTEST:

Kristen Bates, City Clerk

Seal:



BPO Mgr. Approval

DS
MR

CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Hawkins Inc.

Project Name: Chemicals for Water Treatment Plants

Bid/Reference # ITB-UT-22-45

Contract Type: Master Price Agreement

Contract Value \$ n/a

Resolution # 2022- 95

City Council Approval Date: 8/2/2022

Standard Contract Template (Y/N): y

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

Length of Contract: 1 year

If Yes, # and length of
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Donald Holcomb

Brief Description/Purpose:

Price Agreement for the purchase of various chemicals used by the City's water treatment plants as needed.

Approvals:

Responsible Dept. Director Stephen Flanagan
DocuSigned by: 05CF7E6948D1499...

Date: Aug 10, 2022 | 2:53 PM

City Finance Helena Alves
DocuSigned by: 4F2A3892B67B492...

Date: Aug 10, 2022 | 1:14 PM

City Attorney Mysa Borkert
E1D83E71806D418...

Date: Aug 9, 2022 | 9:50 AM EDT

City Manager Denise Berman
DocuSigned by: B8F859DE5A4147C...

Date: Aug 11, 2022 | 7:02 AM EDT



city of PALM COAST

Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

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

Thank you.

Regards,
City of Palm Coast

Budget & Procurement Office



please recycle

palmcoastgov.com



MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 11th day of August, 2022("Effective Date"), between HAWKINS, INC., whose primary place of business is 3100 East Hennepin Avenue, Minneapolis, Minnesota 55413 ("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-22-45("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 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 Order 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, 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 Requirementst, 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. 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.

12. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

13. 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.

14. E-VERIFY REGISTRATION AND USE

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER 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 SUPPLIER employees hired on and after January 1, 2021.

B. Subcontractors

i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.

- ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SUPPLIER 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.

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

15. 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.

16. 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:

Raymond Pool
 Hawkins, Inc.
 2263 Clark Street
 Apopka, Florida 32703

17. 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'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

18. 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.

19. 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.

20. 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: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Aug 11, 2022 | 7:02 AM EDT

HAWKINS, INC.

DocuSigned by:
By: Raymond Pool
5A73BDE3940...

Print: Raymond Pool

Title: Region Manager

Date: Aug 9, 2022 | 8:55 AM EDT

Exhibits:

A: Product/Price List

B: Insurance Requirements

**Exhibit A
PRODUCT/PRICE LIST**

PRICE SCHEDULE FORM


Hawkins, Inc.
 Company Name of Bidder
 2263 Clark St.
 Mailing Address
 Apopka, FL 32703
 City, State, Zip
 chuck.pool@hawkinsinc.com 800-330-1369
 Email Phone

CHEMICAL	ESTIMATED ANNUAL VOLUME	UNIT OF MEASURE	BID PRICE SUBMISSION
Liquid Sulfuric Acid (50%)	7,100	* Wet Ton	\$ 3.75 GA
Liquid Corrosion Inhibitor (30% polyphosphate and 70% orthophosphate), minimum 35% active ingredients (Total PO4), NSF Certified	12,000	Gallons	\$ 13.75 GA
Ammonium Sulfate Solution	30,000	Gallons	\$ 5.50 GA
SUM OF THE THREE (3) ITEMS			\$ 356,625⁰⁰

Price in US Dollars: SUM FROM ABOVE \$ 356,625⁰⁰

Price written out: *Three hundred fifty six thousand six 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.

	06/22/2022
Authorized Signatory	Date
Raymond Pool	
Name	
Regional Manager	
Title	

* Per Scope of Services on Page 4 submit from Wet Ton to Gallons ...

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 subcontractor 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2022

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Centralized Accounts Servicing Team PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: CAST@marshmma.com														
INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Aspen Speciality Insurance Company</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER D : The Ins Co of the State of Pennsylvania</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Aspen Speciality Insurance Company	10717	INSURER C : Great Divide Insurance Company	25224	INSURER D : The Ins Co of the State of Pennsylvania	19429	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 318910458** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GLP20330691	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP203306811	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 25,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX203307011	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14220495 14220496 (CA Only)	9/30/2021 9/30/2021	9/30/2022 9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Pollution Liability (Primary) Pollution Liability (Excess)			SSP201587912 EXAFVXW19	9/30/2021 9/30/2021	9/30/2024 9/30/2024	Total Limit with primary and excess \$25,000,000 Occ \$25,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A & B are subject to statutes and regulations of surplus lines carriers.

Re: ITB #ITB-UT-22-45.
 City of Palm Coast, its officials, officers and employees are Additional Insureds on a primary and non-contributory basis limited to the General Liability & Automobile Liability coverages. A Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation in See Attached...

CERTIFICATE HOLDER City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: HAWKIINC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

favor of the Additional Insureds. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium. The above applies as required by the written contract or agreement.

POLICY NUMBER: GLP2033069-10

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by those entities with whom the Named Insured executes a written contract.	All locations of the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLP2033069-11

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by those entities with whom the named insured executes a written contract.	Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

City of Palm Coast, Florida Agenda Item

Agenda Date: August 2, 2022

Department	UTILITY	Amount	AS NEEDED
Division	WATER	Account	# 54019086 – 052030
			# 54019087 – 052030
			# 54019085 – 052030
Subject RESOLUTION 2022-XX APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., FOR THE PURCHASE OF VARIOUS CHEMICALS			
Presenter : Peter Roussell, Utility Deputy Director			
<p>Background: This item is for standard operations.</p> <p>The City of Palm Coast’s Utility Department/Water Treatment Plants #1, #2, and #3 utilize various chemicals during the treatment process. The City of Palm Coast bid the annual supply of various chemicals through ITB-UT-22-45. The contract term will be one (1) year and will allow for two (2) renewals.</p> <p>The chemicals included in this bid are:</p> <ul style="list-style-type: none"> • Liquid Sulfuric Acid 50%, NSF Certified • Liquid Corrosion Inhibitor (30% polyphosphate and 70% orthophosphate), minimum 35% active ingredients (Total PO4), NSF Certified • Ammonium Sulfate Solution <p>City Staff recommends that Council approves a master price agreement with Hawkins, Inc., for various chemicals based on ITB-UT-22-45. The Notice of Intent to Award and project bid overview are attached to this agenda item.</p> <p>City staff will purchase the chemicals using budgeted funds appropriated by Council. The Fiscal Year 2022 Budget includes available funding within Utility Fund-Chemicals. These chemicals will be purchased on an as needed basis.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
	UTILITYFND Chemicals 54019086 052030		\$739,152.00
	Total Expended/Encumbered to Date.....		622,003.30
	Pending Work Orders/Contracts.....		0.00
	Current (WO/Contract).....		0.00
	Balance		\$117,148.70
SOURCE OF FUNDS WORKSHEET FY 2022			
	UTILITYFND Chemicals 54019087 052030		\$649,945.00
	Total Expended/Encumbered to Date.....		648,252.00
	Pending Work Orders/Contracts.....		0.00
	Current (WO/Contract).....		0.00
	Balance		\$ 1,693.00

SOURCE OF FUNDS WORKSHEET FY 2022

UTILITYFND Chemicals 54019085 052030	\$129,000.00
Total Expended/Encumbered to Date.....	117,931.50
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	0.00
Balance	\$11,068.50

Recommended Action :
ADOPT RESOLUTION 2022-XX APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., FOR VARIOUS CHEMICALS

**RESOLUTION 2022-_____
VARIOUS CHEMICALS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., TO PURCHASE VARIOUS CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Hawkins, Inc. has expressed a desire to provide various chemicals, to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase various chemicals from Hawkins, Inc.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Hawkins, Inc., for the purchase of the annual supply of various chemicals, which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager or designee is hereby authorized to execute the necessary documents.

SECTION 3. 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 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of August 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Master Price Agreement-Hawkins, Inc.



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-22-45 - CHEMICALS FOR WATER TREATMENT PLANTS

Date: 6/24/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 6/29/2022

Firm	Bid (Sum of all items Bid)
	<p>\$356,625.00</p> <p>Bid all 3 items</p>
	<p>\$221,280.00</p> <p>Bid only 1 item and the price bid was not competitive</p>

The intent of the City of Palm Coast is to award ITB-UT-22-45 to Hawkins, Inc.

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

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

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

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the Assistant City Manager, Lauren Johnston (LJohnston@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-UT-22-45 - CHEMICALS FOR WATER TREATMENT PLANTS

Project Overview

Project Details	
Reference ID	ITB-UT-22-45
Project Name	CHEMICALS FOR WATER TREATMENT PLANTS
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project 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.
Open Date	Jun 08, 2022 8:00 AM EDT
Intent to Bid Due	Jun 22, 2022 2:00 PM EDT
Close Date	Jun 23, 2022 2:00 PM EDT

Awarded Suppliers	Reason	Score
Hawkins, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms 1 - 5	Jun 23, 2022 2:02 PM EDT	Jesse Scott
Price Schedule	Jun 23, 2022 2:02 PM EDT	Jesse Scott
References	Jun 23, 2022 2:02 PM EDT	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Donald Holcomb	Jun 23, 2022 2:02 PM EDT	No
Fred Greiner	Jun 23, 2022 2:34 PM EDT	No
Ryan Bellerive	Jun 23, 2022 2:10 PM EDT	No
Jesse Scott	Jun 23, 2022 2:03 PM EDT	No



Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents submitted as requested and required.
Admin Price Review	100 pts	Direct entry of bid price from bid submissions.
Technical Price Review	Pass/Fail	Are prices reasonable based on current market knowledge? Yes = Pass, No = Fail. Do NOT FAIL a submission based on it not being the lowest price.
Technical Review	Pass/Fail	Verify all specifications are met. Review all submissions for required data. MUST check all references for each submission.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Admin Review	Admin Price Review	Technical Price Review	Technical Review
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
Hawkins, Inc.	100 pts	Pass	100 pts (\$356,625.00)	Pass Bid on all 3 items offered.	Pass
Shannon Chemical Corporation	0.03566 pts	Pass	0.03566 pts (\$999,999,999.99)	Fail Only Bid 1 of the 3 items offered and the bid price of the one that was bid was not competitive.	Pass

**RESOLUTION 2022-95
VARIOUS CHEMICALS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH HAWKINS, INC., TO PURCHASE VARIOUS CHEMICALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

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SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager or designee is hereby authorized to execute the necessary documents.

SECTION 3. 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 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of August 2022.

ATTEST:



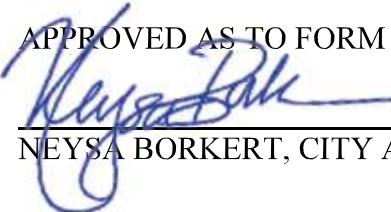
VIRGINIA A. SMITH, CITY CLERK

CITY OF PALM COAST



DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:



NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Master Price Agreement-Hawkins, Inc.





City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 9/26/2022 Amount: \$500,000.00
Department: City Clerk Account #:
Subject: Request for Approval of Agreement between the Florida Department of State and the City of Bunnell for Grant Number 23.h.sc.100.084 for Restoration of the Bunnell City Hall.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Proposed Agreement 23.h.sc.100.84	Contract

Summary/Highlights:

This is a request to approve the grant agreement for the funds from the Florida Department of State Division of Historical Resources for the grant awarded to the City for the Coquina City Hall.

Background:

In June 2021, the City applied for a grant to assist with the restoration of Coquina City Hall. The City was awarded a grant in the amount of \$500,000.00 for this project.

Grant funds will be used to facilitate the restoration of the historic Bunnell City Hall building in Bunnell, Flagler County, Florida. Work items will include selective demolition of non-historic concrete block vault room; roof repair and waterproofing, including new soffits; masonry and coquina repairs; HVAC upgrades and install new Humidstat system; electrical upgrades; wood restoration; exterior and interior painting; install one (1) ADA wood ramp and steps, and ADA sidewalk; drywall repairs/replacement; install metal railing; repair/replacement of two (2) doors, including hardware; concrete repairs; install two (2) new, historically appropriate windows; restore six (6) wood windows; topographical survey; installation of ADA restroom; hazardous material abatement and report; and grading and erosion control. Grant funds will also be used for professional architectural/engineering services and contractor fees.

The work identified to be completed in this project focuses on what is needed to get the building safe to open, but not all the work required to make the building fully functional again. To make the building fully functional will require additional funding which the City plans to complete by looking for additional grant funding.

Staff Recommendation:

Approval of Agreement between the Florida Department of State and the City of Bunnell for Grant Number 23.h.sc.100.084 for Restoration of the Bunnell City Hall.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Bunnell
23.h.sc.100.084

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the City of Bunnell hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.084 for the Project “The Restoration of Bunnell City Hall,” in the amount of \$500,000 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3165A, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the “The Restoration of Bunnell City Hall,” the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Bunnell City Hall building in Bunnell, Flagler County, Florida. Work items will include selective demolition of non-historic concrete block vault room; roof repair and waterproofing, including new soffits; masonry and coquina repairs; HVAC upgrades and install new Humidstat system; electrical upgrades; wood restoration; exterior and interior painting; install one (1) ADA wood ramp and steps, and ADA sidewalk; drywall repairs/replacement; install metal railing; repair/replacement of two (2) doors, including hardware; concrete repairs; install two (2) new, historically appropriate windows; restore six (6) wood windows; topographical survey; installation of ADA restroom; hazardous material abatement and report; and grading and erosion control. Grant funds will also be used for professional architectural/engineering services and contractor fees.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	\$125,000
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	\$125,000
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	\$125,000

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment. One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form. \$125,000	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	\$125,000
Totals				\$500,000

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
 Theo Smith

Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6310
Email: Theo.Smith@dos.myflorida.com

For the Grantee:

Contact: Deb Winson
Address: P.O. Box 756 Bunnell Florida 32110
Phone: 386.263.8801
Email: dwinson@bunnellcity.us

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to

perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects

- a) All project work must be in compliance with the *Secretary of the Interior's Standards and Guidelines* available online at www.nps.gov/tps/standards.htm.
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
- c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.
- d) Architectural Services
 - 1. All projects shall require contracting for architectural/engineering services.
 - 2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.
- e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior

to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.
 5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code*.
- h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license

throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

- 10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.
 - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
- 11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
 - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
 - b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
 - d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
 - e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
 - f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

- g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
 - h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;

- c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

- p) Accessibility improvements for Religious Properties;
- q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- v) Supplies that will not be consumed in use during the duration of this project;
- w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and

must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in

accordance with that Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____
Authorizing Official for the Grantee

Division Director

Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Selective Demolition of Non-Historic Concrete Block Vault Room	\$24,989	\$0	\$0
Roof Repair and Waterproofing, including New Soffits	\$77,134	\$0	\$0
Masonry/Coquina Repairs	\$148,400	\$0	\$0
HVAC Upgrades and Install New Humidstat System	\$49,715	\$8,800	\$0
Electrical Upgrades	\$47,090	\$0	\$0
Wood Restoration	\$33,000	\$0	\$0
Exterior and Interior Painting	\$25,000	\$0	\$0
Install one (1) ADA Wood Ramp and Steps, and ADA Sidewalk	\$18,000	\$0	\$0
Drywall Repairs/Replacement	\$7,430	\$0	\$0
Install Metal Railing	\$7,800	\$0	\$0
Repair/Replace two (2) doors, including hardware	\$13,000	\$0	\$0
Concrete Repairs	\$2,200	\$0	\$0
Install two (2) new, historically appropriate windows	\$21,542	\$0	\$0
Restore six (6) historic wood windows	\$4,500	\$0	\$0
Topographical Survey	\$0	\$5,800	\$0
Install ADA restroom	\$3,200	\$0	\$0
Contractor Fees	\$0	\$50,000	\$0
Hazardous Material Abatement and Report	\$1,500	\$30,400	\$0
Grading and Erosion Control	\$15,500	\$0	\$0
Architectural/Engineering Services	\$0	\$30,000	\$0
Totals	\$500,000	\$125,000	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State 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 or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State 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 State. 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 §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 \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 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 other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

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 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 State, 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. For 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State through the <https://dosgrants.com/> grants management system.

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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Acquisition, Restoration of Historic Properties Grants, CSFA Number 45.032. Award Amount is \$500,000.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 8/30/2022 Amount:
Department: Human Resources Account #: 001-0512-512-1200
Subject: City Manager Annual Evaluation October 1, 2021 to September 30, 2022
Agenda Section: New Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Commissioner Schultz Evaluation for October 1, 2021 to September 30, 2022	Exhibit
Vice Mayor Rogers Evaluation for October 1, 2021 to September 30, 2022	Exhibit
Commissioner Gordon Evaluation for October 1, 2021 to September 30, 2022	Exhibit
Mayor Robinson Evaluation for October 1, 2021 to September 30, 2022	Exhibit

Summary/Highlights:

This is the annual evaluation for the City Manager for the period of 2021-2022.

From the City Manager Employment Agreement-

Section 6. Salary and evaluation:

The City Commission shall evaluate the City manager annually and may consider upon each annual performance evaluation such salary, benefits and / or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process at a minimum shall include: (1) a written evaluation prepared by the City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of evaluation meeting. In addition the City Manager shall receive an annual cost of living increase at the same time and in the same percentages as other city employees for the term of this Agreement and the term of any renewal hereof.

Background:

Each member of the City Commission completed an independent review of the City Manager utilizing the City of Bunnell Performance Management form.

Ratings from the Commission:

- Mayor Catherine Robinson - 2.95 Exceptional
- Vice Mayor John Rogers - 3.0 Exceptional
- Commissioner Tonya Gordon - 2.75 Highly Effective
- Commissioner Tina-Marie Schultz - 3.0 Exceptional

Average 2.925 out of possible 3.0

Earlier this year, the City Commission authorized a pay study to be completed. Those recommendations have been returned and were built into the Fiscal Year 2022/2023 Budget. It is recommended that in lieu of a merit increase, the Commission adjust the City Manager's salary as a result of the pay study which is being implemented effective October 1, 2022 for all other City employees.

Salary Study Results:

Recommended Range: \$106,768 - \$170,829

Study Recommended: \$115,315 to account for years of service with the City (but does not account for years of experience in the profession)

Recommendation/Request: \$110,000

Staff and Dr. Jackson acknowledge that the City of Bunnell is a small municipality, that funding is a challenge and the City offers generous benefits to create a complete compensation package which is more important than salary alone.

Staff Recommendation:

Per the Commission but at minimum accept the staff recommendation as a result of the authorized pay study which has been built into the current budget.

City Attorney Review:

Commission discretion.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Approved.



Mission, Vision, Values, Principles

Employee Name: Alvin Jackson

Job Title: Manager

Department: City of Bunnell

Supervisor Commissioner Schultz

Performance Period: Annual 10/1/2022-9/30/2023

Date of Evaluation: 9/6/22

Managers are expected to commit to the City's mission statement, adhere to City principles, provide public service and contribute to a positive workplace environment that includes Emergency Management / Responsibilities, and diversity appreciation.

Purpose

The purpose of the Management evaluation is for the employee to receive constructive input from their immediate supervisor on how they performed during the performance period in the following areas:

- Establish Workplan Objectives for next review period (unwavering guide)
- Leadership Team Values
- Project deliverables/work assignments – Key Result Objectives
- Managerial Core Evaluation Factors
- Expected/desirable performance behaviors and training necessary to accomplish their performance goals over the next 12 months.

Performance Categories: The performance plan for management consists of three major categories: 1) City Core Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Managerial Core Evaluation Factors. All three areas are equally important for ensuring values-based effective leadership at the City. As such, these three categories apply to all managers as described below.

1. City Leadership Values: The City leadership team has identified the following values that should be understood and actively implemented by all City Directors, Managers and Supervisors. The values provide specific guidance for implementing the Leadership purpose which states: The City Leadership team provides stable, collaborative leadership to ensure integrated decisions for today and vision for tomorrow.

- We are committed to the success of each other – as a team and an organization.
- We value and encourage open and honest communication.
- We meet our customer's needs with professionalism and integrity.
- Teamwork is the foundation of our excellence
- Honest is never compromised.
- Our diversity is the cornerstone of our strength.
- We do the coolest work on the planet

City of Bunnell Values:

1. Loyalty to the team, the objectives, the mission.
2. Teamwork. Cultivate a “we environment.”-Be a passionate team Player.
3. Communication. Share information freely, maintain an ongoing dialog throughout the organization.
4. Respect individual strengths; Embrace diversity.
5. Empathy. Care about people.
6. Always determine what is important to team members.
7. Honor everyone. Demonstrate respect for all persons.
8. Say “Thank You.” Show appreciation in every way possible.
9. Self-Control. Stay open, ask questions, and maintain calm demeanor in the face of every challenge.
10. Have a forgiving spirit.
11. Professionalism Always maintain a positive attitude and a pleasing personality.
12. Cultivate creativity.
13. Seek great personal satisfactions in helping others succeed.
14. Be an active listener—quick to hear, slow to speak.
15. Be a person of fairness and justice to all.
16. Have an action plan, results oriented with measurable outcomes.
17. Create a culture of warmth & belonging, where everyone is welcome.
18. Have fun-create an environment where employees can think big and excel.
19. Integrity: to be honest, open, ethical, and fair.
20. Fiscal accountability: to be good stewards of agency funds.

Annual Management Performance Evaluation/Work Plan – Competency-Based

A best practice in preparing to complete this form is to review, and if necessary, update, the job description to reconfirm the expectations for performance for the employee. As you complete this form, also consider goals established for this year.

I. PERFORMANCE COMPETENCIES

Core Assessments: Check the rating that most closely represents your overall assessment of the employee's performance. Comments in support of each rating are recommended. If performance in a competency requires improvement or is exceptional, **comments are required**.

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>1. Job Knowledge: Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures, and compliance requirements to perform the position. Demonstrates technical skills required for the position. Understands business needs and desired outcomes.</p> <p><i>Comments, Examples and Measurables:</i> Job knowledge is superior. Demonstrates exceptional job knowledge in performing the essential duties and functions of the position. Thoroughly integrates the significance of job responsibilities relative to organizational goals and objectives. Has comprehensive understanding of related jobs and functions.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. Work Product: Demonstrates quality product including accuracy and thoroughness in work required for the position. Plans and completes acceptable quantity of work within deadlines. Works with diligence and identifies opportunities to streamline or improve processes.</p> <p><i>Comments, Examples and Measurables:</i> Work Product is superior. Deadlines are met. Has exceeded expectations in identifying opportunities and acting upon them.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>3. <u>Customer Focus</u>: Consistently exhibits professional demeanor with internal and external constituents and peers through verbal and written customer focused communication. This includes listening, understanding customer expectations/perspective and acknowledging and responding to concerns in a timely and helpful manner. Demonstrates commitment to exceptional service, timely problem resolution.</p> <p><i>Comments, Examples and Measurables:</i> Customer Focus is superior. Fosters a company culture dedicated to enhancing customer satisfaction and building strong customer relationships. Is always available to answer citizens questions and concerns. Directs staff to also focus on customer satisfaction.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>4. <u>Dependability/Accountability/Professionalism</u>: Follows through on assignments. Takes ownership of work. Is reliable, professional, and responsible. Adheres to procedures, practices, and work schedule. Work is completed in a timely manner and within established deadlines effectively using resources. Demonstrates commitment to professional development.</p> <p><i>Comments, Examples and Measurables:</i> Always puts in the maximum effort. Consistently produces good work outcomes. Ready to face challenges and obstacles without being derailed. Maintains a high level of performance. Willing to take on challenges and responsibility for results. Keeps staff and self accountable for performance. Sets actionable goals and follow through. Takes ownership of mistakes and how to resolve them.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>5. <u>Equipment Stewardship</u>: Persons entrusted with the management of equipment owned by, or on loan to, the City of Bunnell have a special stewardship obligation for safeguarding that property. Equipment is properly cleaned and maintained. Employee takes care to ensure all equipment/vehicles is used in the manner it was intended.</p> <p><i>Comments, Examples and Measurables:</i> The department head is ultimately responsible for the care, security, maintenance, financial records, physical inventory, disposal, and control of equipment assigned to their department. The City Manager oversees all department heads to ensure that positive results are achieved.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>6. <u>Collaboration/Teamwork</u>: Demonstrates cooperation and teamwork. Values and seeks input and expertise of others. Contributes to the team environment by working effectively with others on the team to accomplish work. Treats co-workers with respect, honesty, and fairness. Resolves issues effectively and is viewed as a positive team member and/or colleague.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Combines the individual efforts of all team members to achieve a goal, people working collaboratively complete a project collectively. Guides and directs department heads to reach goals. Improves the way the team works together and problem solves. Thus leading to more innovation, efficient processes, increased success, and improved communication. Through listening to and learning from team members, you can help each other reach your goals.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>7. <u>Communication</u>: Communicates effectively and respectfully verbally and in writing. Follows instructions and shares information appropriately. Engages in meaningful two-way conversations. Listens attentively and clarifies information when necessary.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Demonstrated skills observed: A good communicator and a good listener. Practices active listening; pays close attention to what others are saying and clarifies ambiguities by rephrasing their questions for greater understanding. Conveys a message in as few words as possible. Does not use filler words and gets straight to the point. If a differing opinion you sympathize with their point of view rather than simply try to get your message across. You show respect for the opinion of others and never resort to demeaning those who do not agree with you.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>8. <u>Commitment to/Demonstration of Inclusion & Welcoming Behavior in the Community</u>: Creates a welcoming learning and working environment with productive and positive workplace relationships. Builds and supports a diverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable for acting in a way which breaks down barriers between groups of difference and creates an inclusive climate that accepts and welcomes diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Demonstrates diversity and inclusion. Employees feel supported; allows open discussion and encourages employees feedback on their thoughts and opinions. Ensures the representation of diverse talent. Strengthens leadership accountability and capabilities. Enables equality of opportunity through fairness and transparency. Promotes openness and tackle microaggressions. Fosters belonging through unequivocal support for multivariate diversity.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>9. <u>Safety, Security and Occupational Health</u>: Knowledge of and ability to implement agency wide safety and security practices. Follows all safety procedures, best practices and strategies. Identifies and recommends changes to agency practices to prevent and reduce work related injuries. Volunteers to complete safety training or completed additional training to help reduce work related accidents/injuries. No reimbursable workers compensation or accident insurance claims.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Ensures that safety regulations are in place to encourage both admin and staff protect each other s well-being. It takes mutual effort to keep everyone safe and productive. Protects intellectual property with cyber security systems. Cameras for security. When staff knows they re working in a secure environment, it s much easier for them to focus on work. They won t be distracted by perceived threats to themselves or their workplace. Have</p>			<input checked="" type="checkbox"/>	
<p>10. <u>Management</u>: Establishes performance expectations for staff. Provides timely, effective, and meaningful feedback that motivates staff members to improve their performance. Builds and supports a high performing team. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Recognizes and rewards achievement.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Is consistent with meaningful communication. Gives recognition and praise. Provides feedback, mentorship, and training. Creates a work culture by design. Creates a safe space for failure.</p>			<input checked="" type="checkbox"/>	
<p>11. <u>Leadership</u>: Establishes clear vision for staff and motivates employees to achieve their best performance. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive, and supportive work environment and fosters continuous improvement. Makes outreach efforts and uses resources to create a diverse workforce. Leads and manages change. Builds and manages relationships across the department and University.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Provides strong leadership and a clear vision. Demonstrated leadership behavior that works on building an environment in which each and every employee develops and excels.</p>			<input checked="" type="checkbox"/>	

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>12. <u>Contract Management</u>: Contracts being managed by staff in their work unit are effectively managed ensuring that quality deliverables and or services are received from the vendors on time and within budget.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Expertly facilitates streamlining the creation, negotiation, execution, compliance, storage, and renewals across all departments within an organization.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>13. <u>Budget and Fiduciary Responsibilities</u>: Budgets for their work units are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted amounts for their areas of responsibilities by the end of the fiscal year.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Prepared and submitted an annual operating budget premised upon Commission guidelines and goals and major performance objectives. Ensured the adopted budget was properly administered. Supervised the performance of all contracts for work to be done by the City. Authorized and directed the purchase of all supplies and materials used by the City. Keep Commission fully advised on financial conditions of the City. Made financial reports available to City Commission</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>14. <u>Innovation and Problem Solving</u>: Deals comfortably with ambiguity and uncertainty. Has successfully organized problem solvers and stakeholders for high impact problems. Has experience with helping others adapt to changing environments and accept new situations.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Demonstrates finding fresh perspectives and comes up with innovative solutions. Formulates a plan to overcome obstacles and reach his goals. Finds creative solutions to complex problems. Demonstrated use of customer involvement, strategizing, knowledge management and networking to achieve goals.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>15. <u>Influencing through Effective Communications</u>: Listens carefully and attentively, encourages, and accepts other points of view. Can effectively maintain a dialogue in difficult situations. Structures situations to create a desired impact and to maximize the changes of a favorable outcome.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>You have demonstrated highly effective communication skills. I observed that you have a well-coordinated communication plan. You communicate with empathy. built relationships, earned trust and gained credibility during your tenure. You use logical reasoning to explain the importance of your ideas or projects. Consulting and collaborating by asking for help or involving others to create an attachment to the idea. Inspiring others by getting people excited about ideas by showing your enthusiasm</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>16. <u>Customer Service Excellence</u>: Can anticipate customers' needs and satisfy them proactively. Coaches their staff on how to meet customers' expectations. Inspires their staff to raise the bar of customer service delivery</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Have observed a personalized, respectful, and smooth approach when approaching customer service. You give customers a chance to make their feelings known. Demonstrated that you are meeting and exceeding customer s expectations. Timely solving of problems with fast responses to any inquiry. Showing a positive attitude even when some complaints come up that are unreasonable. Demonstrated creativity with problem-solving.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>17. <u>Cooperation and Teamwork</u>: Promotes team-based approach for solving problems. Promotes individual and team accomplishments and shares credit. Monitors team morale and intervenes appropriately.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Demonstrated ability to work cooperatively within diverse teams, work groups and across the organization to achieve group and organizational goals. Shows the desire and ability to understand and respond effectively to other people from diverse backgrounds with diverse views.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>18. <u>Emergency Management</u>: Demonstrates the ability to lead/manage emergency teams. Able to direct/manage the preparation, response, recovery and mitigation activities during an emergency or disaster.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>In an emergency situation has demonstrated the mitigation, preparedness, response, and recovery of the event.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>19. <u>Diversity Appreciation</u>: Commits to equity in contracting and recruiting initiatives. Coach others in effective communications and collaboration in a diverse workforce. Promotes collaborative climate that recognizes, celebrates and rewards diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>You are open and respectful of the differences that exist in all of us. You foster learning from each other to create new bonds of friendship and understanding.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p><u>20 Safety, Security and Occupational Health</u>: Knowledgeable of and experienced with implementing and managing the agency wide safety, security. Promotes a safe and secure work environment for their staff.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><i>Comments, Examples and Measurables:</i></p> <p>Working with our department heads you have implemented protocols protecting worker health and safety; cybersecurity to keep our intellectual property and trade secrets safe and secure those devices and the physical spaces where they re stored. Offering a secure work environment, making it much easier for staff to focus on work.</p>				

II. ACHIEVEMENT OF GOALS

Identify the employee's major achievements and progress toward meeting established goals.

You had set goals for the city and have achieved over 20 of those goals in only two years time. Outstanding accomplishments through your direction and collaboration with our exceptional staff that we have working for the city. I have elaborated further in my summary.

III. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Provide an overall performance rating based on the ratings assigned to core, and if appropriate managerial, competencies in this evaluation.

Points Total: 60 ÷ 20 Factors Evaluated = Average Rating: 3.00 Overall Performance Rating: Exceptional

IV. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Summarize the employee's performance for this period paying particular attention to performance strengths and weaknesses and note areas and opportunities for professional development for the upcoming year. Clearly address performance that may require improvement or may be especially strong or exceptional.

Wow what a year this has been for the city! Your leadership has moved us through numerous projects and events. Great job on amending the City Comprehensive Plan and extending it to 2035. Hiring an interim Chief of Police and then a new Chief of Police. Hiring a City Engineer to start saving the city money instead of using a more expensive outside/contracted firms. All the personell challenges. Then your managment of the Legacy projects for the Commission such as: Funding for Flagler Central Commerce Parkway, Funding for the Wastewater Treatment Plant expansion that is being fully funded through multiple funding sources, On-going work on the City's new Administration and Police Department Complex. Safely getting City employees out of the 201 W. Moody Complex once hazardous conditions were discovered and faciliatting the sale & closing on that property. The mass rezoning project which is a great accomplishment for the City and saving the citizens saddled with inconsistent land use and zoning designations from having to apply and delay development of their property; ultimately saving those citizens an expense. The work to get Coquina City Hall back open and just knowing that \$500,000.00 will be awarded next fiscal year towards repairing this National Historic Landmark. The work on adjusting city fees to make sure that we are fiscally solvent. Dealing with the loss of one of our own (Dominic Guida), and two of our youth from gun violence, by helping others get through that with grace. Then there is always the excitement of elections of commissioners and having a change of "supervisors". I greatly appreciate the weekly calls and on the spot updates keeping the commission informed.

Areas of Strength:

Leadership, Communication, Problem Solving, Goal Oriented, Customer Service, Work Ethic, Trustworthy, Loyalty to Community, Fiduciary Responsibility.

Areas for Improvement:


There is always room for improvement. I can't think of any at this moment, but rest assured if I have commentary you will be the first to know.

Effective _____

Not Effective _____

V. **EMPLOYEE COMMENTS (Optional)**

The employee may comment on the performance review in the space provided below.

Employee's Signature: _____	Date: _____
Supervisor's Signature: 	Date: <u>9-12-22</u>
Director Signature: _____	Date: _____
City Manager Signature: _____	Date: _____
Merit Increase Amount: <u>3%</u>	

Project Deliverables/ Work Assignments- Key Results Objectives: Specific projects, task, or work assignments that the employee will be responsible for during the next review period. Identify performance measures that will be used to determine if the employee successfully met the Key Results Objectives aligning with City's Strategic Plan. Performance Measures may include completion dates, customer service satisfaction and a measure of quality for the specific project, task, or work assignment.

Work Plan Next Review Period

Key Results Objectives	Performance Measures



Mission, Vision, Values, Principles

Employee Name: Alvin Jackson

Job Title: City Manager

Department: City of Bunnell

Supervisor Commissioner Rogers

Performance Period: Annual 10/1/2021-9/30/2022

Date of Evaluation: 9/19/22

Managers are expected to commit to the City's mission statement, adhere to City principles, provide public service and contribute to a positive workplace environment that includes Emergency Management / Responsibilities, and diversity appreciation.

Purpose

The purpose of the Management evaluation is for the employee to receive constructive input from their immediate supervisor on how they performed during the performance period in the following areas:

- Establish Workplan Objectives for next review period (unwavering guide)
- Leadership Team Values
- Project deliverables/work assignments – Key Result Objectives
- Managerial Core Evaluation Factors
- Expected/desirable performance behaviors and training necessary to accomplish their performance goals over the next 12 months.

Performance Categories: The performance plan for management consists of three major categories: 1) City Core Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Managerial Core Evaluation Factors. All three areas are equally important for ensuring values-based effective leadership at the City. As such, these three categories apply to all managers as described below.

1. City Leadership Values: The City leadership team has identified the following values that should be understood and actively implemented by all City Directors, Managers and Supervisors. The values provide specific guidance for implementing the Leadership purpose which states: The City Leadership team provides stable, collaborative leadership to ensure integrated decisions for today and vision for tomorrow.

- We are committed to the success of each other – as a team and an organization.
- We value and encourage open and honest communication.
- We meet our customer's needs with professionalism and integrity.
- Teamwork is the foundation of our excellence
- Honest is never compromised.
- Our diversity is the cornerstone of our strength.
- We do the coolest work on the planet

City of Bunnell Values:

1. Loyalty to the team, the objectives, the mission.
2. Teamwork. Cultivate a “we environment.”-Be a passionate team Player.
3. Communication. Share information freely, maintain an ongoing dialog throughout the organization.
4. Respect individual strengths; Embrace diversity.
5. Empathy. Care about people.
6. Always determine what is important to team members.
7. Honor everyone. Demonstrate respect for all persons.
8. Say “Thank You.” Show appreciation in every way possible.
9. Self-Control. Stay open, ask questions, and maintain calm demeanor in the face of every challenge.
10. Have a forgiving spirit.
11. Professionalism Always maintain a positive attitude and a pleasing personality.
12. Cultivate creativity.
13. Seek great personal satisfactions in helping others succeed.
14. Be an active listener—quick to hear, slow to speak.
15. Be a person of fairness and justice to all.
16. Have an action plan, results oriented with measurable outcomes.
17. Create a culture of warmth & belonging, where everyone is welcome.
18. Have fun-create an environment where employees can think big and excel.
19. Integrity: to be honest, open, ethical, and fair.
20. Fiscal accountability: to be good stewards of agency funds.

Annual Management Performance Evaluation/Work Plan – Competency-Based

A best practice in preparing to complete this form is to review, and if necessary, update, the job description to reconfirm the expectations for performance for the employee. As you complete this form, also consider goals established for this year.

I. PERFORMANCE COMPETENCIES

Core Assessments: Check the rating that most closely represents your overall assessment of the employee's performance. Comments in support of each rating are recommended. If performance in a competency requires improvement or is exceptional, **comments are required**.

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>1. <u>Job Knowledge</u>: Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures, and compliance requirements to perform the position. Demonstrates technical skills required for the position. Understands business needs and desired outcomes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson's job knowledge is excellent. He demonstrates exceptional job knowledge in performing the his duties and functions as our City Manager. He possesses highly sound and professional knowledge of the job and applies his skills in a highly effective manner.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. <u>Work Product</u>: Demonstrates quality product including accuracy and thoroughness in work required for the position. Plans and completes acceptable quantity of work within deadlines. Works with diligence and identifies opportunities to streamline or improve processes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson produces a high quality work product every day. He is always professional, precise and understandable. He clearly knows how to balance the political and managerial consequences or impacts of his responsibilities. He consistently goes beyond the call of duty.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
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Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>3. <u>Customer Focus</u>: Consistently exhibits professional demeanor with internal and external constituents and peers through verbal and written customer focused communication. This includes listening, understanding customer expectations/perspective and acknowledging and responding to concerns in a timely and helpful manner. Demonstrates commitment to exceptional service, timely problem resolution.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates exceptional leadership. He understands and meets customer and community needs in a proactive manner. He works very well with residents and staff and proactive in problem solving. He is an empathetic and active listener. He is very patient with residents and customers. He encourages a culture dedicated to great customer service and building strong relationships with residents and vendors. He always makes himself available to answer citizens questions/concerns and directs staff to focus on customer satisfaction.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>4. <u>Dependability/Accountability/Professionalism</u>: Follows through on assignments. Takes ownership of work. Is reliable, professional, and responsible. Adheres to procedures, practices, and work schedule. Work is completed in a timely manner and within established deadlines effectively using resources. Demonstrates commitment to professional development.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson can always be depended upon to get any task completed. He is extremely reliable. He consistently promotes teamwork and collaborations within and between departments; he does not believe in departments operating as a "silo." He is very proactive with the Commissioners; there are no surprises.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>5. <u>Equipment Stewardship</u>: Persons entrusted with the management of equipment owned by, or on loan to, the City of Bunnell have a special stewardship obligation for safeguarding that property. Equipment is properly cleaned and maintained. Employee takes care to ensure all equipment/vehicles is used in the manner it was intended.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently holds staff accountable for the stewardship of all equipment. He has implemented accountability for City property across all employees.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
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<p>6. <u>Collaboration/Teamwork</u>: Demonstrates cooperation and teamwork. Values and seeks input and expertise of others. Contributes to the team environment by working effectively with others on the team to accomplish work. Treats co-workers with respect, honesty, and fairness. Resolves issues effectively and is viewed as a positive team member and/or colleague.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson most definitely promotes teamwork and collaborations by assisting and involving others. He actively participates in the team process and has no problem relying on his Executive Team as subject matter experts whenever needed. He communicates regularly with Commission to ensure we are prepared for items coming before the Commission.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>7. <u>Communication</u>: Communicates effectively and respectfully verbally and in writing. Follows instructions and shares information appropriately. Engages in meaningful two-way conversations. Listens attentively and clarifies information when necessary.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently anticipates the need to communicate information. He is an active listener. Mr. Jackson handles situations with tact and skill and communicates on a regular basis with the Commission.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>8. <u>Commitment to/Demonstration of Inclusion & Welcoming Behavior in the Community</u>: Creates a welcoming learning and working environment with productive and positive workplace relationships. Builds and supports a diverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable for acting in a way which breaks down barriers between groups of difference and creates an inclusive climate that accepts and welcomes diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson promotes a collaborative climate. He has developed a highly effective team of directors and leaders. He capitalizes on everyone's strength, diverse experiences and instills in them a strong sense of team work, which frees him up to focus on the more strategic part of the job.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>9. <u>Safety, Security and Occupational Health</u>: Knowledge of and ability to implement agency wide safety and security practices. Follows all safety procedures, best practices and strategies. Identifies and recommends changes to agency practices to prevent and reduce work related injuries. Volunteers to complete safety training or completed additional training to help reduce work related accidents/injuries. No reimbursable workers compensation or accident insurance claims.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson is very proactive in implementing agency wide safety and security practices, holds supervisors accountable for a safe environment both for the staff and residents.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>10. <u>Management</u>: Establishes performance expectations for staff. Provides timely, effective, and meaningful feedback that motivates staff members to improve their performance. Builds and supports a high performing team. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Recognizes and rewards achievement.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently provides a motivating climate to encourage employee development/growth, teamwork; customer service is at the forefront. He consistently provides feedback on every single employee performance evaluation and encourages the need to set goals annually. He has built a value oriented organization.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>11. <u>Leadership</u>: Establishes clear vision for staff and motivates employees to achieve their best performance. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive, and supportive work environment and fosters continuous improvement. Makes outreach efforts and uses resources to create a diverse workforce. Leads and manages change. Builds and manages relationships across the department and University.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently demonstrates leadership, sets direction for the City and departments, and gains commitment for actions consistent with the City values. He continues to prioritize initiatives through the City Strategic Plan. He demands measurable and effective staff performance evaluations and he continues to grow the leadership team through coaching, empowerment and trying to help employees step into leadership roles when possible.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
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Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>12. <u>Contract Management</u>: Contracts being managed by staff in their work unit are effectively managed ensuring that quality deliverables and or services are received from the vendors on time and within budget.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates exceptional skill to get contracts done on time and within budget.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>13. <u>Budget and Fiduciary Responsibilities</u>: Budgets for their work units are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted amounts for their areas of responsibilities by the end of the fiscal year.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson budget acumen is impressive! He continues to demonstrate an outstanding job of aligning programs, projects and budgets to utilize resources and to increase accountability for expenditures to meet goals. Budgets and financials are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted. Finally, the Commission knows exactly where the City is financially.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>14. <u>Innovation and Problem Solving</u>: Deals comfortably with ambiguity and uncertainty. Has successfully organized problem solvers and stakeholders for high impact problems. Has experience with helping others adapt to changing environments and accept new situations.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson is an innovator. He is proactive in generating new ideas to improve City processes. He is a risk taker and always open to trying something new to improve the City. He does not hesitate to address difficult issues. He demonstrates effectively inviting the right people into the problem solving processes and initiatives.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>15. <u>Influencing through Effective Communications</u>: Listens carefully and attentively, encourages, and accepts other points of view. Can effectively maintain a dialogue in difficult situations. Structures situations to create a desired impact and to maximize the changes of a favorable outcome.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently anticipates the need to communicate information- with the Commission, employees, residents, businesses, and stakeholders. He is an active listener. Ms. Jackson handles situations with tact and skill. He has no problem relying on the skills, knowledge and expertise of others to find solutions.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>16. <u>Customer Service Excellence</u>: Can anticipate customers' needs and satisfy them proactively. Coaches their staff on how to meet customers' expectations. Inspires their staff to raise the bar of customer service delivery</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates exceptional leadership in understanding and meeting customer and community needs in a proactive manner. He regularly and proactively engages residents, developers and vendors to provide the very best customer service and satisfaction. He frequently drives around the City to talk to those he sees to see how things are going and get feedback.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>17. <u>Cooperation and Teamwork</u>: Promotes team-based approach for solving problems. Promotes individual and team accomplishments and shares credit. Monitors team morale and intervenes appropriately.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently promotes teamwork and collaborations by assisting and involving others. He encourages employees to try new things and grow within their role or to gain the skills needed for promotion.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>18. <u>Emergency Management</u>: Demonstrates the ability to lead/manage emergency teams. Able to direct/manage the preparation, response, recovery and mitigation activities during an emergency or disaster.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson ensured a safe environment during COVID-19 and with vacating the 201 Admin Complex; he and his team developed strategies, processes and facilitated protective protocols needed for employees to operate in a safe work place. He quickly brought to the Commission's attention the deteriorating conditions of our old Administrative Building and Coquina Building.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>19. <u>Diversity Appreciation</u>: Commits to equity in contracting and recruiting initiatives. Coach others in effective communications and collaboration in a diverse workforce. Promotes collaborative climate that recognizes, celebrates and rewards diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates his commitment to equity in contracting and recruiting initiatives. He also coaches others in effective communications and collaboration in a diverse workforce. Promotes collaborative climate that recognizes, celebrates and rewards diversity.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>20 <u>Safety, Security and Occupational Health</u>: Knowledgeable of and experienced with implementing and managing the agency wide safety, security. Promotes a safe and secure work environment for their staff.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently works and manages a safe and secure work environment for both the residents and staff.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. ACHIEVEMENT OF GOALS

Identify the employee's major achievements and progress toward meeting established goals.

1. Provided Commission with big picture issues within the City at yearly Advance
2. Transitioned staff to temporary offices when needed
3. Provided all information to the Commission to allow them to make decision on purchase of property for new Admin/PD Complex
4. Secured 100% funding for Waterwater Treatment Plant expansion
5. Secured funding for Flagler Commerce Parkway and repairs to the Coquina City Hall
6. Got City through major changes in the Police Department & hired staff to address morale issues that were occurring
7. Brought all information needed to Commission to make a decision on neighborhood cameras on the southern side of Bunnell
8. Ensured the City properly honored the loss of Sergeant Guida even though the trips and ceremonies were not in the initial City budget

III. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Provide an overall performance rating based on the ratings assigned to core, and if appropriate managerial, competencies in this evaluation.

Points Total: 60 ÷ 20 Factors Evaluated = Average Rating: 3.00 Overall Performance Rating: Exceptional

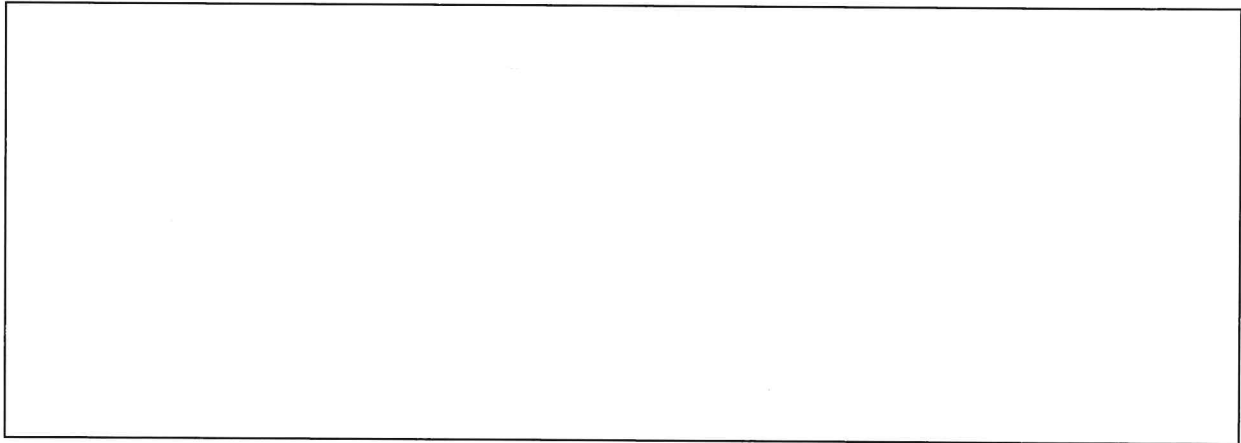
IV. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Summarize the employee's performance for this period paying particular attention to performance strengths and weaknesses and note areas and opportunities for professional development for the upcoming year. Clearly address performance that may require improvement or may be especially strong or exceptional.

Areas of Strength:

Leadership, Communication, Problem Solving, Goal Oriented, Customer Service, Work Ethic, Trustworthy, Loyalty to Community, Fiduciary Responsibility.

Areas for Improvement:



Effective _____

Not Effective _____

V. **EMPLOYEE COMMENTS (Optional)**

The employee may comment on the performance review in the space provided below.

Employee's Signature: _____	Date: _____
Supervisor's Signature: <u><i>[Signature]</i></u>	Date: _____
Director Signature: _____	Date: _____
City Manager Signature: _____	Date: _____
Merit Increase Amount: <u>3%</u>	

Project Deliverables/ Work Assignments- Key Results Objectives: Specific projects, task, or work assignments that the employee will be responsible for during the next review period. Identify performance measures that will be used to determine if the employee successfully met the Key Results Objectives aligning with City's Strategic Plan. Performance Measures may include completion dates, customer service satisfaction and a measure of quality for the specific project, task, or work assignment.

Work Plan Next Review Period

Key Results Objectives	Performance Measures
<ol style="list-style-type: none"> 1. Draft new Strategic Plan for the City to adopt 2. Make progress on the new Admin/PD Complex design 3. Make progress on the Master Utility Plan projects 	



Mission, Vision, Values, Principles

Employee Name:	Alvin Jackson
Job Title:	City Manager
Department:	City of Bunnell
Supervisor:	Commissioner Gordon
Performance Period:	Annual 10/1/2021-9/30/2022
Date of Evaluation:	9/19/22

Managers are expected to commit to the City's mission statement, adhere to City principles, provide public service and contribute to a positive workplace environment that includes Emergency Management / Responsibilities, and diversity appreciation.

Purpose

The purpose of the Management evaluation is for the employee to receive constructive input from their immediate supervisor on how they performed during the performance period in the following areas:

- Establish Workplan Objectives for next review period (unwavering guide)
- Leadership Team Values
- Project deliverables/work assignments – Key Result Objectives
- Managerial Core Evaluation Factors
- Expected/desirable performance behaviors and training necessary to accomplish their performance goals over the next 12 months.

Performance Categories: The performance plan for management consists of three major categories: 1) City Core Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Managerial Core Evaluation Factors. All three areas are equally important for ensuring values-based effective leadership at the City. As such, these three categories apply to all managers as described below.

1. City Leadership Values: The City leadership team has identified the following values that should be understood and actively implemented by all City Directors, Managers and Supervisors. The values provide specific guidance for implementing the Leadership purpose which states: The City Leadership team provides stable, collaborative leadership to ensure integrated decisions for today and vision for tomorrow.

- We are committed to the success of each other – as a team and an organization.
- We value and encourage open and honest communication.
- We meet our customer's needs with professionalism and integrity.
- Teamwork is the foundation of our excellence
- Honest is never compromised.
- Our diversity is the cornerstone of our strength.
- We do the coolest work on the planet

City of Bunnell Values:

1. Loyalty to the team, the objectives, the mission.
2. Teamwork. Cultivate a “we environment.”-Be a passionate team Player.
3. Communication. Share information freely, maintain an ongoing dialog throughout the organization.
4. Respect individual strengths; Embrace diversity.
5. Empathy. Care about people.
6. Always determine what is important to team members.
7. Honor everyone. Demonstrate respect for all persons.
8. Say “Thank You.” Show appreciation in every way possible.
9. Self-Control. Stay open, ask questions, and maintain calm demeanor in the face of every challenge.
10. Have a forgiving spirit.
11. Professionalism Always maintain a positive attitude and a pleasing personality.
12. Cultivate creativity.
13. Seek great personal satisfactions in helping others succeed.
14. Be an active listener—quick to hear, slow to speak.
15. Be a person of fairness and justice to all.
16. Have an action plan, results oriented with measurable outcomes.
17. Create a culture of warmth & belonging, where everyone is welcome.
18. Have fun-create an environment where employees can think big and excel.
19. Integrity: to be honest, open, ethical, and fair.
20. Fiscal accountability: to be good stewards of agency funds.

Annual Management Performance Evaluation/Work Plan – Competency-Based

A best practice in preparing to complete this form is to review, and if necessary, update, the job description to reconfirm the expectations for performance for the employee. As you complete this form, also consider goals established for this year.

I. PERFORMANCE COMPETENCIES

Core Assessments: Check the rating that most closely represents your overall assessment of the employee's performance. Comments in support of each rating are recommended. If performance in a competency requires improvement or is exceptional, **comments are required**.

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>1. Job Knowledge: Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures, and compliance requirements to perform the position. Demonstrates technical skills required for the position. Understands business needs and desired outcomes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson's job knowledge is superior. Demonstrates exceptional job knowledge in performing the essential duties and functions of the position. Clearly demonstrates the ability to link the significance of job responsibilities to organizational goals and objectives. Possesses a highly sound and professional knowledge of the job and applies his skills in a highly effective manner. He clearly demonstrates an understanding of all City Codes, policies and procedures.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. Work Product: Demonstrates quality product including accuracy and thoroughness in work required for the position. Plans and completes acceptable quantity of work within deadlines. Works with diligence and identifies opportunities to streamline or improve processes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates a high quality work product. Deadlines are met. His work product is always professional, precise and understandable. He demonstrates a high level of comfort with "outside the box" thinking but keeping in perspective the political and managerial consequences or impacts of any task, duty or project. He consistently goes beyond the call of duty.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>3. <u>Customer Focus</u>: Consistently exhibits professional demeanor with internal and external constituents and peers through verbal and written customer focused communication. This includes listening, understanding customer expectations/perspective and acknowledging and responding to concerns in a timely and helpful manner. Demonstrates commitment to exceptional service, timely problem resolution.</p> <p><i>Comments, Examples and Measurables:</i> Mr. Jackson needs to be more understanding and meeting customer and community needs in a proactive manner. He works well with residents and staff. Is always available to answer citizens questions/concerns and directs staff to focus on customer satisfaction.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<p>4. <u>Dependability/Accountability/Professionalism</u>: Follows through on assignments. Takes ownership of work. Is reliable, professional, and responsible. Adheres to procedures, practices, and work schedule. Work is completed in a timely manner and within established deadlines effectively using resources. Demonstrates commitment to professional development.</p> <p><i>Comments, Examples and Measurables:</i> Mr. Jackson can always be depended upon to get any task completed. He is a team leader, who actively participates in the team process. He consistently tries to stay 1 step ahead and is very proactive with Commission business.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>5. <u>Equipment Stewardship</u>: Persons entrusted with the management of equipment owned by, or on loan to, the City of Bunnell have a special stewardship obligation for safeguarding that property. Equipment is properly cleaned and maintained. Employee takes care to ensure all equipment/vehicles is used in the manner it was intended.</p> <p><i>Comments, Examples and Measurables:</i> Consistently holds staff accountable for the stewardship of all equipment. Changes to policies and elevation forms have been made to ensure that all employees, not just managers are accountable for City equipment.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>6. Collaboration/Teamwork: Demonstrates cooperation and teamwork. Values and seeks input and expertise of others. Contributes to the team environment by working effectively with others on the team to accomplish work. Treats co-workers with respect, honesty, and fairness. Resolves issues effectively and is viewed as a positive team member and/or colleague.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently promotes teamwork and collaborations by assisting and involving others. He is a team leader who actively participates in the team process. More promotions within the City could and should be looked at before hiring from outside. Ensures the Commission is well prepared for items coming before them.</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. Communication: Communicates effectively and respectfully verbally and in writing. Follows instructions and shares information appropriately. Engages in meaningful two-way conversations. Listens attentively and clarifies information when necessary.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently anticipates the need to communicate information. He effectively listens to others and treats employees with respect. Ms. Jackson handles situations with tact and skill. Communicates on a regular basis with the Commission, but should give ALL commissioners the same communication for events and problems within the City.</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. Commitment to/Demonstration of Inclusion & Welcoming Behavior in the Community: Creates a welcoming learning and working environment with productive and positive workplace relationships. Builds and supports a diverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable for acting in a way which breaks down barriers between groups of difference and creates an inclusive climate that accepts and welcomes diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson promotes a collaborative climate. He consistently serves as a model, encouraging and educating staff regarding diverse approaches for success. He fosters a welcoming, learning work environment with productive and positive workplace relationships. Builds and supports adverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>9. <u>Safety, Security and Occupational Health</u>: Knowledge of and ability to implement agency wide safety and security practices. Follows all safety procedures, best practices and strategies. Identifies and recommends changes to agency practices to prevent and reduce work related injuries. Volunteers to complete safety training or completed additional training to help reduce work related accidents/injuries. No reimbursable workers compensation or accident insurance claims.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson is very proactive in implementing agency wide safety and security practices, holds supervisors accounting for a safe environment both for the staff and residents.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>10. <u>Management</u>: Establishes performance expectations for staff. Provides timely, effective, and meaningful feedback that motivates staff members to improve their performance. Builds and supports a high performing team. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Recognizes and rewards achievement.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently provides a motivating climate to encourage employee development, a customer-focus workplace, and teamwork. He consistently assesses and communicates employee performance and "strongly" encourages mediocre performers to excel. He consistently communicates/reinforce values and performance expectations.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>11. <u>Leadership</u>: Establishes clear vision for staff and motivates employees to achieve their best performance. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive, and supportive work environment and fosters continuous improvement. Makes outreach efforts and uses resources to create a diverse workforce. Leads and manages change. Builds and manages relationships across the department and University.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently demonstrates leadership, sets direction for the City and departments, and gains commitment for actions consistent with the City values. He continues crafted to develop and revise City Strategic Plan with priorities aligned to the budget. He demands measurable and effective staff performance evaluations, he continues to grow the leadership team through coaching and empowerment.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>12. Contract Management: Contracts being managed by staff in their work unit are effectively managed ensuring that quality deliverables and or services are received from the vendors on time and within budget.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson demonstrates exceptional skill to get contracts done on time and within budget.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>13. Budget and Fiduciary Responsibilities: Budgets for their work units are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted amounts for their areas of responsibilities by the end of the fiscal year.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson always manages to get assigned work done on time, within budget and to a high level of quality. He continues to demonstrate an outstanding job of aligning programs, projects and budgets to utilize resources and to increase accountability for expenditures to meet goals. Budgets and financial are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted. Easy to understand the financial position of the City.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>14. Innovation and Problem Solving: Deals comfortably with ambiguity and uncertainty. Has successfully organized problem solvers and stakeholders for high impact problems. Has experience with helping others adapt to changing environments and accept new situations.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson actively develops and applies technical job skills and knowledge. He generates and presents new ideas persuasively and persistently. He is a risk taker and always open to trying something new to improve the City. He does not hesitate to address difficult issues and he demonstrates effectively inviting the right people into the problem solving process.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<p>15. Influencing through Effective Communications: Listens carefully and attentively, encourages, and accepts other points of view. Can effectively maintain a dialogue in difficult situations. Structures situations to create a desired impact and to maximize the changes of a favorable outcome.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson consistently anticipates the need to communicate information to the Commission. He effectively listens to others and treats people with respect. He handles situations with tact and skill and tries to ensure that clear direction is known and understood when handling situations or problem solving. Highly effective communication style, very good listener.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

II. ACHIEVEMENT OF GOALS

Identify the employee's major achievements and progress toward meeting established goals.

1. Provided Commission with big picture issues within the City at yearly Advance
2. Transitioned staff to temporary offices when needed
3. Provided all information to the Commission to allow them to make decision on purchase of property for new Admin/PD Complex
4. Secured 100% funding for Waterwater Treatment Plant expansion
5. Secured funding for Flagler Commerce Parkway and repairs to the Coquina City Hall
6. Got City through major changes in the Police Department & hired staff to address morale issues that were occurring
7. Brought all information needed to Commission to make a decision on neighborhood cameras on the southern side of Bunnell

III. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Provide an overall performance rating based on the ratings assigned to core, and if appropriate managerial, competencies in this evaluation.

Points Total: 55 ÷ 20 Factors Evaluated = Average Rating: 2.75 Overall Performance Rating: Highly Effective

IV. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Summarize the employee's performance for this period paying particular attention to performance strengths and weaknesses and note areas and opportunities for professional development for the upcoming year. Clearly address performance that may require improvement or may be especially strong or exceptional.

Project Deliverables/ Work Assignments- Key Results Objectives: Specific projects, task, or work assignments that the employee will be responsible for during the next review period. Identify performance measures that will be used to determine if the employee successfully met the Key Results Objectives aligning with City's Strategic Plan. Performance Measures may include completion dates, customer service satisfaction and a measure of quality for the specific project, task, or work assignment.

Work Plan Next Review Period

Key Results Objectives	Performance Measures
<ol style="list-style-type: none"> 1. Draft new Strategic Plan for the City to adopt 2. Make progress on the new Admin/PD Complex design 3. Make progress on the Master Utility Plan projects 	



Employee Name: Alvin Jackson
Job Title: Manager
Department: City of Bunnell
Supervisor Catherine Robinson, Mayor
Performance Period: Annual 10/1/2021-9/30/2022
Date of Evaluation: 9/23/22

Mission, Vision, Values, Principles

Managers are expected to commit to the City’s mission statement, adhere to City principles, provide public service and contribute to a positive workplace environment that includes Emergency Management / Responsibilities, and diversity appreciation.

Purpose

The purpose of the Management evaluation is for the employee to receive constructive input from their immediate supervisor on how they performed during the performance period in the following areas:

- Establish Workplan Objectives for next review period (unwavering guide)
- Leadership Team Values
- Project deliverables/work assignments – Key Result Objectives
- Managerial Core Evaluation Factors
- Expected/desirable performance behaviors and training necessary to accomplish their performance goals over the next 12 months.

Performance Categories: The performance plan for management consists of three major categories: 1) City Core Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Managerial Core Evaluation Factors. All three areas are equally important for ensuring values-based effective leadership at the City. As such, these three categories apply to all managers as described below.

1. City Leadership Values: The City leadership team has identified the following values that should be understood and actively implemented by all City Directors, Managers and Supervisors. The values provide specific guidance for implementing the Leadership purpose which states: The City Leadership team provides stable, collaborative leadership to ensure integrated decisions for today and vision for tomorrow.
 - We are committed to the success of each other – as a team and an organization.
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6. Always determine what is important to team members.
7. Honor everyone. Demonstrate respect for all persons.
8. Say “Thank You.” Show appreciation in every way possible.
9. Self-Control. Stay open, ask questions, and maintain calm demeanor in the face of every challenge.
10. Have a forgiving spirit.
11. Professionalism Always maintain a positive attitude and a pleasing personality.
12. Cultivate creativity.
13. Seek great personal satisfactions in helping others succeed.
14. Be an active listener—quick to hear, slow to speak.
15. Be a person of fairness and justice to all.
16. Have an action plan, results oriented with measurable outcomes.
17. Create a culture of warmth & belonging, where everyone is welcome.
18. Have fun-create an environment where employees can think big and excel.
19. Integrity: to be honest, open, ethical, and fair.
20. Fiscal accountability: to be good stewards of agency funds.

Annual Management Performance Evaluation/Work Plan – Competency-Based

A best practice in preparing to complete this form is to review, and if necessary, update, the job description to reconfirm the expectations for performance for the employee. As you complete this form, also consider goals established for this year.

I. PERFORMANCE COMPETENCIES

Core Assessments: Check the rating that most closely represents your overall assessment of the employee's performance. Comments in support of each rating are recommended. If performance in a competency requires improvement or is exceptional, **comments are required**.

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>1. Job Knowledge: Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures, and compliance requirements to perform the position. Demonstrates technical skills required for the position. Understands business needs and desired outcomes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>This city manager is probably the best city manager I have worked with over my 28+ years on the city commission. His knowledge of all parts of the city has been valuable to move the city forward. He has shown leadership through numerous critical issues; Moving staff out of unsafe building, working with two newly appointed city commissioners, the death and fallout of one of our own police officers, hiring critical positions such as police chief and city engineer, buying of new property to build city hall and police department, selling the old city hall building, moving toward expansion of wastewater treatment plant, economic development processes.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. Work Product: Demonstrates quality product including accuracy and thoroughness in work required for the position. Plans and completes acceptable quantity of work within deadlines. Works with diligence and identifies opportunities to streamline or improve processes.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Improvement of the wastewater treatment plant including obtaining finances for this project; relocation of city staff from city hall, worked through COVID issues to re-establish face to face commission and volunteer advisory meetings. The sale of city hall was completed this summer. Developed monthly informational city manager newsletter. Brought in a consultant for police department, assessment completed, hired new police chief, and department was reorganized. Had to deal with breakdown of multiple garbage trucks and purchase a new one.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Requires Improvement:	Demonstrates satisfactory performance in some areas; however, does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable, and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>3. <u>Customer Focus</u>: Consistently exhibits professional demeanor with internal and external constituents and peers through verbal and written customer focused communication. This includes listening, understanding customer expectations/perspective and acknowledging and responding to concerns in a timely and helpful manner. Demonstrates commitment to exceptional service, timely problem resolution.</p> <p><i>Comments, Examples and Measurables:</i> Mr. Jackson is quick to meet with the community and work to solve problems that are brought to him. He communicates well with the commission and listens to issues and concerns of the commission and community. He is supportive of his staff and leaders in the city. He follows through to solve issues and concerns.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>4. <u>Dependability/Accountability/Professionalism</u>: Follows through on assignments. Takes ownership of work. Is reliable, professional, and responsible. Adheres to procedures, practices, and work schedule. Work is completed in a timely manner and within established deadlines effectively using resources. Demonstrates commitment to professional development.</p> <p><i>Comments, Examples and Measurables:</i> He is very dependable and is not a clock watcher. He is willing to actively participate in community events and participated in the multiple ceremonies in Tallahassee and Washington DC for our fallen police officer. He presents himself very well and has been asked to facilitate education and strategy sessions for various boards in and out of our county. He is a professional.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>5. <u>Equipment Stewardship</u>: Persons entrusted with the management of equipment owned by, or on loan to, the City of Bunnell have a special stewardship obligation for safeguarding that property. Equipment is properly cleaned and maintained. Employee takes care to ensure all equipment/vehicles is used in the manner it was intended.</p> <p><i>Comments, Examples and Measurables:</i> Efforts were made last year to replace some of our old equipment. He facilitated the move of staff out of the unsafe facility and the city bought property with plans to build a new city hall and police department. New space was set up for the police department. A new garbage truck was purchased as an emergency measure to keep the service on track for our businesses and citizens. 8 new generators were obtained through grant funds.</p>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department operations.			
<p>6. <u>Collaboration/Teamwork</u>: Demonstrates cooperation and teamwork. Values and seeks input and expertise of others. Contributes to the team environment by working effectively with others on the team to accomplish work. Treats co-workers with respect, honesty, and fairness. Resolves issues effectively and is viewed as a positive team member and/or colleague.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>The various city managers in the county meet monthly and Mr. Jackson is very involved in this process as well as supporting other managers privately as the need arises. He collaborates with his leadership staff as well as the attorney and each city commissioner. An annual all day meeting called the Commission Advance was held as a planning and education session with goals set.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>7. <u>Communication</u>: Communicates effectively and respectfully verbally and in writing. Follows instructions and shares information appropriately. Engages in meaningful two-way conversations. Listens attentively and clarifies information when necessary.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson follows the lead of the city commission in his day to day operations. He is an excellent communicator for the positive things going on in the city as well as problems with possible solutions he encounters. He keeps the city commission and mayor informed about events and plans for the future.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>8. <u>Commitment to/Demonstration of Inclusion & Welcoming Behavior in the Community</u>: Creates a welcoming learning and working environment with productive and positive workplace relationships. Builds and supports a diverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable for acting in a way which breaks down barriers between groups of difference and creates an inclusive climate that accepts and welcomes diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson has embraced the diversity of our community and the staff he supervises. He has hired several top level staff members that brought diversity to the city.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>9. <u>Safety, Security and Occupational Health:</u> Knowledge of and ability to implement agency wide safety and security practices. Follows all safety procedures, best practices and strategies. Identifies and recommends changes to agency practices to prevent and reduce work related injuries. Volunteers to complete safety training or completed additional training to help reduce work related accidents/injuries. No reimbursable workers compensation or accident insurance claims.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Closing the city hall and the old coquina building are two examples of safety being a top priority. During the pandemic, masks were worn by staff and meetings were done through telehealth until it was safe to meet in person.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>10. <u>Management:</u> Establishes performance expectations for staff. Provides timely, effective, and meaningful feedback that motivates staff members to improve their performance. Builds and supports a high performing team. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Recognizes and rewards achievement.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Management was strong as the COVID pandemic continued this year. No staff was layed off due to COVID. Staff effectively moved to telehealth to do their job and then transistioned back to offices that were rented for them. Staff evaluations were done and the city manager met one on one with all city staff for input and feedback. Salaries were assessed and adjusted to retain valuable and experienced staff.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>11. <u>Leadership:</u> Establishes clear vision for staff and motivates employees to achieve their best performance. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive, and supportive work environment and fosters continuous improvement. Makes outreach efforts and uses resources to create a diverse workforce. Leads and manages change. Builds and manages relationships across the department and University.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Mr. Jackson is a strong, positive leader for his staff and the community. He has been called numerous times for support and guidance from his peers. He leads by example. His vision for the city is very clear.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>12. Contract Management: Contracts being managed by staff in their work unit are effectively managed ensuring that quality deliverables and or services are received from the vendors on time and within budget.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>The City was able to move the playground equipment that was built through FRDAP grant funds to the Clegg property from the old city hall site. This move was needed to clear the title for the property to be sold. It was a process working with the State to accomplish this as it has rarely been done. After several months, this was completed and the equipment was moved to the new location. The comprehensive plan was amended and extended to 2035. The city hired a city engineer.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>13. Budget and Fiduciary Responsibilities: Budgets for their work units are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted amounts for their areas of responsibilities by the end of the fiscal year.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Multiple grants were awarded for the City. These include the old Coquina building, funding accomplished through multiple funding sources for expanding the Wasterwater Treatment Plant, funding to pave Flagler Central Commerce Parkway (this will stimulate economic development for our CRA).</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>14. Innovation and Problem Solving: Deals comfortably with ambiguity and uncertainty. Has successfully organized problem solvers and stakeholders for high impact problems. Has experience with helping others adapt to changing environments and accept new situations.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>This was another uncertain yet very productive year for the city. Multiple grants were applied for and gotten; old coquina building, Wastewater treatment plant extension, Flagler Central Commerce Parkway. Multiples changes were adapted to move the city through the pandemic safely. No staff was layed off during the time due to COVID. Proposing to rezone 1200+ acres of city property that still carried the county designation at the city's expense so property owners would have a city zoning designation was a huge undertaking.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>15. Influencing through Effective Communications: Listens carefully and attentively, encourages, and accepts other points of view. Can effectively maintain a dialogue in difficult situations. Structures situations to create a desired impact and to maximize the changes of a favorable outcome.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>The effective communication with Mr. Jackson is one of his strong suites. He effectively communicates with each memeber of the city commission as well as the mayor and members of his leadership team. He communicates with others in his profession all over the state and mentors others that need a little encouragement.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>16. <u>Customer Service Excellence</u>: Can anticipate customers' needs and satisfy them proactively. Coaches their staff on how to meet customers' expectations. Inspires their staff to raise the bar of customer service delivery</p> <p><i>Comments, Examples and Measurables:</i></p> <p>I believe that customer service starts at the top and Mr. Jackson exhibits excellent customer service. He is willing to meet and deal with the difficult issues that come before him, to work toward solutions. He does this with professionalism and grace.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>17. <u>Cooperation and Teamwork</u>: Promotes team-based approach for solving problems. Promotes individual and team accomplishments and shares credit. Monitors team morale and intervenes appropriately.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>He has developed a strong management staff over this past year. His philosophy of praising in public and criticizing in private has worked well. His strong communication skills have been the foundation for cooperation and teamwork.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>18. <u>Emergency Management</u>: Demonstrates the ability to lead/manage emergency teams. Able to direct/manage the preparation, response, recovery and mitigation activities during an emergency or disaster.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>The unsafe situation in the city hall was professionally assessed for the cost to repair and the decision to move staff to a safe environment was made. This was a huge undertaking but the business of the city was minimally disrupted. There were ongoing changes that COVID brought to keep staff safe.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>19. <u>Diversity Appreciation</u>: Commits to equity in contracting and recruiting initiatives. Coach others in effective communications and collaboration in a diverse workforce. Promotes collaborative climate that recognizes, celebrates and rewards diversity.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Our workplace has increased in diversity this year without sacrificing quality. Our police department has the most diversity it has ever experienced.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p>20 <u>Safety, Security and Occupational Health</u>: Knowledgeable of and experienced with implementing and managing the agency wide safety, security. Promotes a safe and secure work environment for their staff.</p> <p><i>Comments, Examples and Measurables:</i></p> <p>Moving staff out of unsafe buildings prevented illness that could have developed if staff had stayed in these buildings. The security of our internet system has increased and training has been done to ensure no breaches.</p>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. ACHIEVEMENT OF GOALS

Identify the employee's major achievements and progress toward meeting established goals.

Amended the City's Comprehensive Plan.
Secured financial funding to pave Flagler Central Commerce Parkway.
Secured multiple funding sources for expansion of wastewater treatment plant.
Moved staff from unsafe buildings and bought property for new building.
Hired new police chief who reorganized the department and secured additional support from the sheriff department.
Processed 1200+ acres for rezoning from county to Bunnell zoning.
Began the process to repair old city hall (coquina building).
Hired full time city engineer.
Met with various developers to see how their projects might work in Bunnell.
Successful completion of all day Advance meeting for City commission and staff.

III. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Provide an overall performance rating based on the ratings assigned to core, and if appropriate managerial, competencies in this evaluation.

Points Total: 59 ÷ 20 Factors Evaluated = Average Rating: 2.95 Overall Performance Rating: Exceptional

IV. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Summarize the employee's performance for this period paying particular attention to performance strengths and weaknesses and note areas and opportunities for professional development for the upcoming year. Clearly address performance that may require improvement or may be especially strong or exceptional.

Strong leadership with staff and community through the continued COVID issues. Moving staff to prevent illness from sick buildings. Selling the city hall and buying property for new city hall and police department. Securing multiple grants to improve City wastewater treatment plant, repairing the Coquina Building, and money to pave Flagler Central Commerce Parkway. Economic development was increased through the city manager's leadership and expertise. He is an excellent communicator and listened to what others have to say. He has been a supporter to other leaders in the community and has used his leadership skills to train other elected officials and organizations. He proposed doing a group rezoning for over 1200 acres that had not been zoned into the city of Bunnell. He actively participates in the various events of the City.

Areas of Strength:

Strong leader.
Excellent communicator.
Many years of experience used in supporting economic development.
Securing of multiple grants for wastewater treatment plant, old city hall (coquina building),
Flagler central commerce parkway.
Mentor to others in leadership positions
Facilitated the rezoning large amounts of property to City zoning.
Managed the ongoing changes that COVID brought.
Relocated all staff from City Hall and set up office space for them.

Areas for Improvement:

These are not areas for improvement but goals for the next several years.
Work to develop CRA plan.
Smart growth with economic development.
Develop public-private partnerships for community events.
Continue to improve the safety of our streets and community.
Find funds for completion of infrastructure for Flagler Central Commerce Parkway.
Work toward construction of new city hall/police department.
Obtain funding for maintenance program for resurfacing and paving of streets.
Continue to accumulate Christmas decorations.
Consider bringing back the Potato Festival.
Continue working on affordable workforce housing in our community.

Effective _____

Not Effective _____

V. **EMPLOYEE COMMENTS (Optional)**

The employee may comment on the performance review in the space provided below.

Employee's Signature: _____	Date: _____
Supervisor's Signature: _____	Date: _____
Director Signature: <u><i>Catherine Brown</i></u>	Date: <u>9-25-22</u>
City Manager Signature: _____	Date: _____
Merit Increase Amount: <u>3%</u>	

Project Deliverables/ Work Assignments- Key Results Objectives: Specific projects, task, or work assignments that the employee will be responsible for during the next review period. Identify performance measures that will be used to determine if the employee successfully met the Key Results Objectives aligning with City's Strategic Plan. Performance Measures may include completion dates, customer service satisfaction and a measure of quality for the specific project, task, or work assignment.

Work Plan Next Review Period

Key Results Objectives	Performance Measures