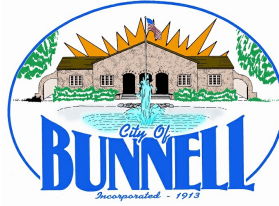


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, February 13, 2023

**To begin immediately following the Conclusion of the 6:30 PM CRA Board Meeting
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: Teen Dating Violence Awareness Month

C. Consent Agenda:

C.1. Approval of Warrant

a. February 13, 2023 Warrant

C.2. Approval of Minutes

a. January 23, 2023 City Commission Meeting Minutes

**b. January 27, 2023 City Commission Workshop Minutes- Commission
Advance**

**C.3. Request Approval for Amendment #1 to Mutual Consent Agreement 2022-03 with
Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services**

**C.4. Request Approval to Renew the Connect Consulting, Inc. Mutual Consent
Agreement #2022-04**

**C.5. Request Approval of Agreement and Renewal of Contract# 2021-02 for Service
between Flagler Humane Society and City of Bunnell.**

D. Public Comments:

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

E. Ordinances: (Legislative):

- E.1.** Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - First Reading.
- E.2.** Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District" - First Reading.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request Approval of the International Union of Police Associations (IUPA) Agreement for the Bunnell Police Department.

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 February 6, 2023



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07844 - 12.12.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advanced Environmental Laboratories, Inc.					
	12/01/2022	Advanced Environmental Labo...	Water Testing November 2022	404-0535-535.3400	767.45
			Vendor Advanced Environmental Laboratories, Inc. Total:		767.45
Vendor: AG-PRO, LLC					
	10/07/2022	AG-PRO, LLC	Repair Damaged Throttle Link	401-0533-533.4640	20.21
			Vendor AG-PRO, LLC Total:		20.21
Vendor: Alliant Engineering Inc					
	11/14/2022	Alliant Engineering Inc	Professional Services through ...	001-0538-538.6300	2,666.25
			Vendor Alliant Engineering Inc Total:		2,666.25
Vendor: American Family Life Assurance Company of Columbus					
	11/14/2022	American Family Life Assuranc...	AFLAC November 2022	001-2185000	917.72
			Vendor American Family Life Assurance Company of Columbus Total:		917.72
Vendor: Atlantic Pipe Services LLC					
	11/18/2022	Atlantic Pipe Services LLC	Emergency Sewer back up cle...	404-0535-535.4600	1,410.00
			Vendor Atlantic Pipe Services LLC Total:		1,410.00
Vendor: Automation Logix, Inc					
	10/17/2022	Automation Logix, Inc	Hitachi 75 HP, 480V VFD	404-0535-535.6400	5,095.00
	10/17/2022	Automation Logix, Inc	Installation of VFD	404-0535-535.6400	4,310.00
			Vendor Automation Logix, Inc Total:		9,405.00
Vendor: Blue Cross Blue Shield of Florida					
	11/28/2022	Blue Cross Blue Shield of Flori...	V	001-2184000	1,462.81
	11/28/2022	Blue Cross Blue Shield of Flori...	V	001-2184500	81.17
			Vendor Blue Cross Blue Shield of Florida Total:		1,543.98
Vendor: Buckstaff Public Safety, Inc					
	11/09/2022	Buckstaff Public Safety, Inc	26" ASP Sentry Batons	001-0521-521.5200	1,321.92
			Vendor Buckstaff Public Safety, Inc Total:		1,321.92
Vendor: Bunnell Auto Supply, Inc.					
	11/16/2022	Bunnell Auto Supply, Inc.	Key Fob Battery	001-0521-521.4620	8.05
	11/16/2022	Bunnell Auto Supply, Inc.	Strobe lights for gator canopy	001-0541-541.4640	260.00
	11/22/2022	Bunnell Auto Supply, Inc.	Environmental charge/ Core c...	401-0533-533.4640	314.04
	11/22/2022	Bunnell Auto Supply, Inc.	Core Depoosit	401-0533-533.4640	27.00
	11/22/2022	Bunnell Auto Supply, Inc.	Steel welding wire	001-0549-549.5200	39.99
	11/28/2022	Bunnell Auto Supply, Inc.	AD-SP Cartridge Governor Tru...	402-0534-534.4620	127.99
	11/29/2022	Bunnell Auto Supply, Inc.	Repair Kit	402-0534-534.4620	40.00
			Vendor Bunnell Auto Supply, Inc. Total:		817.07
Vendor: C&H Precision Weapons LLC					
	11/10/2022	C&H Precision Weapons LLC	GL-RSH glock MOS V4 Mil/Leo ...	001-0521-521.5264	211.20
			Vendor C&H Precision Weapons LLC Total:		211.20
Vendor: Charter Communications Holdings LLC					
	11/21/2022	Charter Communications Hold...	200 Tollman St 11.26.22-12.25...	404-0535-535.4100	109.26
			Vendor Charter Communications Holdings LLC Total:		109.26
Vendor: City of Bunnell - WS O&M					
	11/30/2022	City of Bunnell - WS O&M	01-0040-01 NOV 2022	001-0572-572.4300	628.64
	11/30/2022	City of Bunnell - WS O&M	01-5270-01 NOV 2022	401-0533-533.4300	169.45
	11/30/2022	City of Bunnell - WS O&M	02-2060-09 NOV 2022	001-0519-519.4300	256.37
	11/30/2022	City of Bunnell - WS O&M	02-2070-07 NOV 2022	401-0533-533.4300	121.52
	11/30/2022	City of Bunnell - WS O&M	02-2070-07 NOV 2022	404-0535-535.4300	121.52
	11/30/2022	City of Bunnell - WS O&M	02-2080-08 NOV 2022	001-0519-519.4300	248.22
	11/30/2022	City of Bunnell - WS O&M	02-2503-00 NOV 2022	404-0535-535.4300	85.14
	11/30/2022	City of Bunnell - WS O&M	02-3191-00 NOV 2022	001-0541-541.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	03-0161-00 NOV 2022	404-0535-535.4300	85.14

Expense Approval Register

Packet: APPKT07844 - 12.12.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/30/2022	City of Bunnell - WS O&M	03-0320-01 NOV 2022	001-0572-572.4300	358.14
	11/30/2022	City of Bunnell - WS O&M	03-0370-01 NOV 2022	001-0572-572.4300	769.32
	11/30/2022	City of Bunnell - WS O&M	03-0545-00 NOV 2022	404-0535-535.4300	85.99
	11/30/2022	City of Bunnell - WS O&M	03-1541-00 NOV 2022	404-0535-535.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	03-4991-00 NOV 2022	001-0541-541.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	03-5151-00 NOV 2022	001-0541-541.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	03-5191-00 NOV 2022	001-0572-572.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	03-5240-01 NOV 2022	404-0535-535.4300	575.33
	11/30/2022	City of Bunnell - WS O&M	03-5260-01 NOV 2022	001-0541-541.4300	595.33
	11/30/2022	City of Bunnell - WS O&M	04-0170-02 NOV 2022	404-0535-535.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	04-1140-01 NOV 2022	001-0572-572.4300	295.65
	11/30/2022	City of Bunnell - WS O&M	04-2181-00 NOV 2022	404-0535-535.4300	87.02
	11/30/2022	City of Bunnell - WS O&M	04-3031-00 NOV 2022	001-0541-541.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	04-3032-00 NOV 2022	404-0535-535.4300	84.85
	11/30/2022	City of Bunnell - WS O&M	04-3360-01 NOV 2022	001-0541-541.4300	84.76
	11/30/2022	City of Bunnell - WS O&M	06-0327-01 NOV 2022	404-0535-535.4300	84.76
Vendor City of Bunnell - WS O&M Total:					5,330.47
Vendor: Colonial Life & Accident Insurance Company					
	11/11/2022	Colonial Life & Accident Insura...	Colonial Life - November 2022	001-2185000	887.88
Vendor Colonial Life & Accident Insurance Company Total:					887.88
Vendor: DG Hardware, Inc.					
	11/18/2022	DG Hardware, Inc.	2 shovels for back of trucks	402-0534-534.5265	40.78
	11/18/2022	DG Hardware, Inc.	Pressure sensing gauge	401-0533-533.5265	52.30
	11/23/2022	DG Hardware, Inc.	WTP misc supplies	401-0533-533.5205	24.83
	11/28/2022	DG Hardware, Inc.	Box Fasteners	001-0541-541.5200	24.22
	12/01/2022	DG Hardware, Inc.	Insect Killer	001-0572-572.5100	12.23
	12/01/2022	DG Hardware, Inc.	8 Keys	001-0541-541.5200	22.97
Vendor DG Hardware, Inc. Total:					177.33
Vendor: DMS - Bureau of Financial Management Services					
	10/17/2022	DMS - Bureau of Financial Ma...	Local Service - Sep 2022 FY22-...	001-0513-513.4100	52.09
	10/17/2022	DMS - Bureau of Financial Ma...	Local Service - Sep 2022 FY22-...	001-0521-521.4100	24.17
	10/17/2022	DMS - Bureau of Financial Ma...	Local Service - Sep 2022 FY22-...	001-0541-541.4100	24.17
	10/17/2022	DMS - Bureau of Financial Ma...	Local Service - Sep 2022 FY22-...	401-0533-533.4100	48.34
	10/17/2022	DMS - Bureau of Financial Ma...	Local Service - Sep 2022 FY22-...	404-0535-535.4100	48.34
	10/17/2022	DMS - Bureau of Financial Ma...	Long Distance - Sep 2022 FY22...	401-0533-533.4100	0.11
	11/14/2022	DMS - Bureau of Financial Ma...	Local Service - Oct 2022	001-0513-513.4100	51.73
	11/14/2022	DMS - Bureau of Financial Ma...	Local Service - Oct 2022	001-0521-521.4100	23.99
	11/14/2022	DMS - Bureau of Financial Ma...	Local Service - Oct 2022	001-0541-541.4100	23.99
	11/14/2022	DMS - Bureau of Financial Ma...	Local Service - Oct 2022	401-0533-533.4100	47.98
	11/14/2022	DMS - Bureau of Financial Ma...	Local Service - Oct 2022	404-0535-535.4100	47.98
Vendor DMS - Bureau of Financial Management Services Total:					392.89
Vendor: Environmental Land Services of Flagler County, Inc					
	11/25/2022	Environmental Land Services of..	Garbage Dump11/18-11/23	402-0534-534.3400	4,489.40
	12/02/2022	Environmental Land Services of..	Garbage Dump Services 11/25...	402-0534-534.3400	4,930.47
Vendor Environmental Land Services of Flagler County, Inc Total:					9,419.87
Vendor: Environmental Products Group Inc					
	11/18/2022	Environmental Products Group...	Vac Truck	401-0533-533.6400	227,039.50
	11/18/2022	Environmental Products Group...	Vac Truck	404-0535-535.6400	227,039.50
Vendor Environmental Products Group Inc Total:					454,079.00
Vendor: Ferguson US Holdings, Inc					
	11/30/2022	Ferguson US Holdings, Inc	4 DI WDG REST ONELOK W/A	401-0533-533.5205	645.12
	11/30/2022	Ferguson US Holdings, Inc	8 PVC WDG REST ONELOK W/A	401-0533-533.5205	591.42
	11/30/2022	Ferguson US Holdings, Inc	8 MJ C153 BLT GSKT PK //GLA...	401-0533-533.5205	150.48
	11/30/2022	Ferguson US Holdings, Inc	2 X 100 CTS DR9 HDPE BLUE	401-0533-533.5205	225.71
	11/30/2022	Ferguson US Holdings, Inc	1 X 100 CTS DR9 HDPE BLUE	401-0533-533.5205	125.00
	11/30/2022	Ferguson US Holdings, Inc	12 PVC WDG REST ONELOK W...	401-0533-533.5205	668.96
	11/30/2022	Ferguson US Holdings, Inc	6 MJ TRANS BLT GSKT PK //GL...	401-0533-533.5205	199.20
	11/30/2022	Ferguson US Holdings, Inc	8 DI WDG REST ONELOK W/A	401-0533-533.5205	256.20

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/30/2022	Ferguson US Holdings, Inc	12 DI WDG REST ONELOK W/A	401-0533-533.5205	606.80
	11/30/2022	Ferguson US Holdings, Inc	6 PVC WDG REST ONELOK W/A	401-0533-533.5205	582.08
	11/30/2022	Ferguson US Holdings, Inc	10 C900 DR18 PVC GJ BLUE PI...	401-0533-533.5205	835.00
	11/30/2022	Ferguson US Holdings, Inc	1-1/2X20 PVC S40 BE PIPE	401-0533-533.5205	786.94
	11/30/2022	Ferguson US Holdings, Inc	8X12 MJ C153 LONG SLV L/A	401-0533-533.5205	368.00
	11/30/2022	Ferguson US Holdings, Inc	4 PVC WDG REST ONELOK W/A	401-0533-533.5205	726.72
	11/30/2022	Ferguson US Holdings, Inc	1X20 PVC S40 BE PIPE	401-0533-533.5205	1,055.36
	11/30/2022	Ferguson US Holdings, Inc	3/4X20 FT PVC S40 BE PIPE	401-0533-533.5205	619.31
	11/30/2022	Ferguson US Holdings, Inc	8 DI MJ RW OL GATE VLV L/A	401-0533-533.5205	1,404.90
	11/30/2022	Ferguson US Holdings, Inc	6.5OZ FMG387 AFX HYD GRSE ...	401-0533-533.5205	2,016.00
	11/30/2022	Ferguson US Holdings, Inc	12X12 MJ C153 LONG SLV L/A	401-0533-533.5205	632.86
	11/30/2022	Ferguson US Holdings, Inc	10 PVC WDG REST ONELOK W...	401-0533-533.5205	637.12
	11/30/2022	Ferguson US Holdings, Inc	8MJ TRANS BLT GSKT PK //GL...	401-0533-533.5205	303.84
	11/30/2022	Ferguson US Holdings, Inc	12 C900 DR18 PVC GJ BLUE PI...	401-0533-533.5205	1,175.80
	11/30/2022	Ferguson US Holdings, Inc	1/2X20 FT PVC S40 BE PIPE	401-0533-533.5205	144.70
	11/30/2022	Ferguson US Holdings, Inc	LF 3/4X2-1/2 MIP STRT MTR C...	401-0533-533.5205	1,597.80
	11/30/2022	Ferguson US Holdings, Inc	12 DI MJ RW OL GATE VLV L/A	401-0533-533.5205	5,543.10
	11/30/2022	Ferguson US Holdings, Inc	3/4 X 100 CTS DR9 HDPE BLUE	401-0533-533.5205	40.37
	11/30/2022	Ferguson US Holdings, Inc	10 DI WDG REST ONELOK W/A	401-0533-533.5205	456.72
	11/30/2022	Ferguson US Holdings, Inc	6 C900 DR18 PVC GJ BLUE PIPE	401-0533-533.5205	649.20
	11/30/2022	Ferguson US Holdings, Inc	6X12 MJ C153 LONG SLV L/A	401-0533-533.5205	229.98
	11/30/2022	Ferguson US Holdings, Inc	8 C900 DR18 PVC GJ BLUE PIPE	401-0533-533.5205	556.40
	11/30/2022	Ferguson US Holdings, Inc	4X20 PVC S40 BE PIPE	401-0533-533.5205	1,486.54
	11/30/2022	Ferguson US Holdings, Inc	6 DI MJ RW OL GATE VLV L/A	401-0533-533.5205	1,765.80
	11/30/2022	Ferguson US Holdings, Inc	1-1/4X20 PVC S40 BE PIPE	401-0533-533.5205	675.20
	11/30/2022	Ferguson US Holdings, Inc	4 C900 DR18 PVC GJ BLUE PIPE	401-0533-533.5205	318.00
	11/30/2022	Ferguson US Holdings, Inc	2X20 PVC S40 BE PIPE	401-0533-533.5205	433.47
	11/30/2022	Ferguson US Holdings, Inc	4X14 SDR35 PVC GJ SWE PIPE	401-0533-533.5205	137.34
	11/30/2022	Ferguson US Holdings, Inc	6 DI WDG REST ONELOK W/A	401-0533-533.5205	506.00
	11/30/2022	Ferguson US Holdings, Inc	4 DI MJ RW OL GATE VLV L/A	401-0533-533.5205	1,383.30
	11/30/2022	Ferguson US Holdings, Inc	10 DI MJ RW OL GATE VLV L/A	401-0533-533.5205	4,380.30
	11/07/2022	Ferguson US Holdings, Inc	Fire Hydrants 5-1/4 VO B848 4'	401-0533-533.5264	3,067.28
Vendor Ferguson US Holdings, Inc Total:					37,984.32
Vendor: Flagler County Supervisor of Elections					
	11/29/2022	Flagler County Supervisor of El...	2023 Municipal Election Depos...	001-0512-512.4901	2,500.00
Vendor Flagler County Supervisor of Elections					Total: 2,500.00
Vendor: Florida Health Care Plans, Inc.					
	11/28/2022	Florida Health Care Plans, Inc.	FHCP-T66 December 2022	001-2184000	34,003.43
	11/28/2022	Florida Health Care Plans, Inc.	FHCP-Retiree December 2022	001-2184500	1,985.93
	11/28/2022	Florida Health Care Plans, Inc.	FHCP-T23 December 2022	001-2184000	3,323.72
Vendor Florida Health Care Plans, Inc.					Total: 39,313.08
Vendor: Florida League of Mayors					
	10/25/2022	Florida League of Mayors	FLM Membership 10/22-09/23	001-0511-511.5100	350.00
Vendor Florida League of Mayors					Total: 350.00
Vendor: Florida Water & Pollution Control Operators Association					
	12/01/2022	Florida Water & Pollution Cont...	Membership FY 22/23	401-0533-533.5400	150.00
	12/01/2022	Florida Water & Pollution Cont...	Membership FY 22/23	404-0535-535.5400	150.00
Vendor Florida Water & Pollution Control Operators Association					Total: 300.00
Vendor: Grant Professionals, Inc.					
	10/31/2022	Grant Professionals, Inc.	Services for 10.1.22-10.31.22	001-0521-521.3400	1,500.00
Vendor Grant Professionals, Inc.					Total: 1,500.00
Vendor: Hawkins Inc					
	11/18/2022	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	480.00
	11/23/2022	Hawkins Inc	WWTP Chemicals - Ultra-Chlor	404-0535-535.5200	360.00
	12/01/2022	Hawkins Inc	Chemicals WWTP	404-0535-535.5200	576.00
	12/01/2022	Hawkins Inc	Chemicals WTP	401-0533-533.5205	1,785.00
Vendor Hawkins Inc					Total: 3,201.00

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Ixom Watercare Inc					
	11/18/2022	Ixom Watercare Inc	MIEX DOC Resin for WTP	401-0533-533.5205	20,635.00
	11/19/2022	Ixom Watercare Inc	Pneumatic Airlift Pump Repair	401-0533-533.4640	557.07
	12/01/2022	Ixom Watercare Inc	Resin Regeneration pH Probe	401-0533-533.5264	2,866.27
			Vendor Ixom Watercare Inc Total:		24,058.34
Vendor: James London					
	12/01/2022	James London	Hall Rental Deposit Refund	001-0572-572.4400	125.00
	12/01/2022	James London	Hall Rental Deposit Refund	001-0572-572.4400	125.00
			Vendor James London Total:		250.00
Vendor: Jason Palmer					
	11/13/2022	Jason Palmer	Safety Footware Reimburse...	401-0533-533.5220	125.00
			Vendor Jason Palmer Total:		125.00
Vendor: Kehle Plumbing, Inc.					
	12/02/2022	Kehle Plumbing, Inc.	Install Elkay Water Fountain	001-0572-572.4610	880.00
			Vendor Kehle Plumbing, Inc. Total:		880.00
Vendor: Kerri A Uebel					
	11/18/2022	Kerri A Uebel	8 Cap & Spring Kit ECH X47200...	001-0541-541.4640	71.84
			Vendor Kerri A Uebel Total:		71.84
Vendor: Language Line Services Inc					
	10/31/2022	Language Line Services Inc	Translation Services Oct. 2022	001-0512-512.4100	4.48
	11/30/2022	Language Line Services Inc	November 2022 Translation	001-0512-512.4100	30.66
			Vendor Language Line Services Inc Total:		35.14
Vendor: Liberty National Life Insurance					
	11/28/2022	Liberty National Life Insurance	December 2022	001-2185000	808.55
			Vendor Liberty National Life Insurance	Total:	808.55
Vendor: Lowe's Companies, Inc					
	11/17/2022	Lowe's Companies, Inc	Outdoor Carpet Christmas in B...	001-0511-511.4900	567.60
	11/30/2022	Lowe's Companies, Inc	Extension cords & accessories ...	001-0511-511.4900	452.77
	11/30/2022	Lowe's Companies, Inc	Extension Cords & Accessories ..	001-0511-511.4900	442.44
			Vendor Lowe's Companies, Inc Total:		1,462.81
Vendor: Lynch Oil Company					
	11/22/2022	Lynch Oil Company	Tank 2-Off Road Diesel	001-0541-541.5215	600.27
			Vendor Lynch Oil Company Total:		600.27
Vendor: Maudlin International Trucks					
	11/28/2022	Maudlin International Trucks	Unit 941 PTO Shaft & Unit Rep...	402-0534-534.4620	2,141.76
			Vendor Maudlin International Trucks Total:		2,141.76
Vendor: McGrath RentCorp and Subsidiaries					
	11/22/2022	McGrath RentCorp and Subsid...	24 Mth Lease 11.22.22-12.21....	001-0519-519.4400	1,885.70
			Vendor McGrath RentCorp and Subsidiaries Total:		1,885.70
Vendor: Michael Leo Dove					
	11/30/2022	Michael Leo Dove	Building Inspections 11.8.22-11..	001-0524-524.3401	2,000.00
			Vendor Michael Leo Dove Total:		2,000.00
Vendor: MLG Municipal Services LLC					
	11/30/2022	MLG Municipal Services LLC	Building Official Pay - Jan 2023	001-0524-524.3401	2,400.00
			Vendor MLG Municipal Services LLC Total:		2,400.00
Vendor: Monro, Inc					
	11/30/2022	Monro, Inc	3 GDY Endurance 11R/22.5 tir...	402-0534-534.4620	677.97
			Vendor Monro, Inc Total:		677.97
Vendor: MUVz, Inc					
	11/22/2022	MUVz, Inc	28" Collapsible Cone Kit (5 con...	001-0521-521.5200	2,481.54
			Vendor MUVz, Inc Total:		2,481.54
Vendor: Nicholson A/C & Heating, Inc.					
	12/01/2022	Nicholson A/C & Heating, Inc.	Ice Machine December 2022	001-0541-541.4400	130.00
			Vendor Nicholson A/C & Heating, Inc. Total:		130.00

Expense Approval Register

Packet: APPKT07844 - 12.12.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: ODYSSEY MANUFACTURING COMPANY					
	11/15/2022	ODYSSEY MANUFACTURING C...	SALT	401-0533-533.5205	4,465.50
		Vendor ODYSSEY MANUFACTURING COMPANY			Total: 4,465.50
Vendor: OTTO Environmental Systems NA, Inc.					
	11/22/2022	OTTO Environmental Systems ...	SW Cart Repair Parts	402-0534-534.4640	2,350.00
	11/23/2022	OTTO Environmental Systems ...	SW Cart Repair Parts	402-0534-534.4640	4,500.00
		Vendor OTTO Environmental Systems NA, Inc. Total:			6,850.00
Vendor: Pace Analytical Services, LLC					
	11/30/2022	Pace Analytical Services, LLC	Water Testing 11.15 - 11.19	401-0533-533.3401	372.88
		Vendor Pace Analytical Services, LLC Total:			372.88
Vendor: Praetorian Group Inc					
	11/01/2022	Praetorian Group Inc	PoliceOne Academy Annual Ra...	001-0521-521.5500	869.20
		Vendor Praetorian Group Inc Total:			869.20
Vendor: Progressive Power Products, Inc.					
	11/22/2022	Progressive Power Products, I...	Reinstall the drive shaft	402-0534-534.4600	150.00
		Vendor Progressive Power Products, Inc. Total:			150.00
Vendor: Rayco Funding & Development, Inc					
	10/12/2022	Rayco Funding & Development...	Dewatering Box Picked up 20y...	404-0535-535.3400	1,575.00
	11/22/2022	Rayco Funding & Development...	Dewatering Box Process	404-0535-535.3400	1,575.00
		Vendor Rayco Funding & Development, Inc			Total: 3,150.00
Vendor: Ring Power Corporation					
	11/21/2022	Ring Power Corporation	Blade Kit	001-0541-541.4640	358.20
		Vendor Ring Power Corporation			Total: 358.20
Vendor: Robert C Little					
	11/29/2022	Robert C Little	Replace GFCI @ Lake Lucille	001-0511-511.4900	182.35
		Vendor Robert C Little Total:			182.35
Vendor: Robert Stehan Bisesi					
	11/20/2022	Robert Stehan Bisesi	Diagnose PW Yard Gate	001-0541-541.4610	90.00
	11/20/2022	Robert Stehan Bisesi	Replace Gate Mother Board	001-0541-541.4610	670.00
		Vendor Robert Stehan Bisesi Total:			760.00
Vendor: Sirchie Acquisition Company, LLC					
	11/28/2022	Sirchie Acquisition Company, L...	Hinge Lifter white/black Evide...	001-0521-521.5200	169.07
		Vendor Sirchie Acquisition Company, LLC Total:			169.07
Vendor: Staples, Inc					
	11/22/2022	Staples, Inc	Battery Backup	001-0549-549.5200	87.79
	11/28/2022	Staples, Inc	10pk Storage Boxes	001-0524-524.5100	68.37
	11/28/2022	Staples, Inc	FPO 521-2023-07	001-0512-512.5100	58.99
	11/28/2022	Staples, Inc	FPO 521-2023-07	001-0513-513.5100	58.99
	12/02/2022	Staples, Inc	Card Stock / Shipping labels	001-0512-512.5100	55.97
		Vendor Staples, Inc Total:			330.11
Vendor: Sun Country Termite & Pest Control					
	11/15/2022	Sun Country Termite & Pest C...	300 Tolman St.	001-0541-541.3400	100.00
		Vendor Sun Country Termite & Pest Control Total:			100.00
Vendor: Terry Taylor Ford Company					
	11/17/2022	Terry Taylor Ford Company	Rear End Repairs Veh 1701	001-0521-521.4620	528.55
	11/30/2022	Terry Taylor Ford Company	Oil Change Vehicle 2006	001-0521-521.4620	64.99
	11/30/2022	Terry Taylor Ford Company	Oil Change Vehicle 1903	001-0521-521.4620	64.99
		Vendor Terry Taylor Ford Company Total:			658.53
Vendor: The Gaboton Group, LLC					
	11/30/2022	The Gaboton Group, LLC	Retainer - December 2022	001-0511-511.3100	2,000.00
		Vendor The Gaboton Group, LLC Total:			2,000.00
Vendor: Tom Nehl Jacksonville, Inc					
	12/02/2022	Tom Nehl Jacksonville, Inc	Air Compressor Truck 941	402-0534-534.4620	89.00
	12/02/2022	Tom Nehl Jacksonville, Inc	Air Compressor Truck 941	402-0534-534.4620	1,479.00
		Vendor Tom Nehl Jacksonville, Inc Total:			1,568.00

Expense Approval Register

Packet: APPKT07844 - 12.12.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: UniFirst Corporation					
	10/19/2022	UniFirst Corporation	3X5V Company	001-0521-521.3400	8.00
	10/05/2022	UniFirst Corporation	3X5V Company	001-0521-521.3400	8.48
	11/23/2022	UniFirst Corporation	Uniform Rental	001-0541-541.5220	23.47
	11/23/2022	UniFirst Corporation	Uniform Rental	001-0549-549.5220	19.51
	11/23/2022	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.09
	11/23/2022	UniFirst Corporation	Uniform Rental	001-0572-572.5220	55.54
	11/23/2022	UniFirst Corporation	Uniform Rental	401-0533-533.5220	28.45
	11/23/2022	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.15
	11/23/2022	UniFirst Corporation	Uniform Rental	404-0535-535.5220	17.30
	11/30/2022	UniFirst Corporation	Uniform Rental	001-0541-541.5220	166.27
	11/30/2022	UniFirst Corporation	Uniform Rental	001-0549-549.5220	12.01
	11/30/2022	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.09
	11/30/2022	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.09
	11/30/2022	UniFirst Corporation	Uniform Rental	401-0533-533.5220	28.45
	11/30/2022	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.15
	11/30/2022	UniFirst Corporation	Uniform Rental	404-0535-535.5220	17.30
Vendor UniFirst Corporation Total:					484.35
Vendor: USAbLe Life					
	11/22/2022	USAbLe Life	USAbLe Life December 2022	001-2184000	264.24
Vendor USAbLe Life Total:					264.24
Vendor: Vision Service Plan					
	11/18/2022	Vision Service Plan	VSP- December 2022	001-2184000	913.50
Vendor Vision Service Plan Total:					913.50
Vendor: Vose Law Firm, LLP					
	11/30/2022	Vose Law Firm, LLP	November 2022 Legal Feels	001-0514-514.3102	7,000.00
	11/30/2022	Vose Law Firm, LLP	November 2022 Legal Feels	001-0524-524.3102	500.00
Vendor Vose Law Firm, LLP Total:					7,500.00
Vendor: WB Mason					
	10/07/2022	WB Mason	65 Cases Bottled Water	401-0533-533.5205	145.92
	10/07/2022	WB Mason	65 Cases Bottled Water	404-0535-535.5200	145.93
	11/16/2022	WB Mason	Trash bins & calendar	001-0541-541.5100	3.80
	11/16/2022	WB Mason	Trash bins & calendar	401-0533-533.5102	10.50
	11/16/2022	WB Mason	Trash bins & calendar	404-0535-535.5100	10.50
Vendor WB Mason Total:					316.65
Grand Total:					646,097.40

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	82,911.26
401 - WATER	297,019.64
402 - SOLID WASTE	21,052.67
404 - SEWER	245,113.83
Grand Total:	646,097.40

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0511-511.4900	Other Current Chgs & Obl...	1,645.16
001-0511-511.5100	Office Supplies Expenses	350.00
001-0512-512.4100	Communications Expense	35.14
001-0512-512.4901	Election Expenses	2,500.00
001-0512-512.5100	Office Supplies Expenses	114.96
001-0513-513.4100	Communications Expense	103.82
001-0513-513.5100	Office Supplies Expense	58.99
001-0514-514.3102	Legal Services	7,000.00
001-0519-519.4300	Utilities	504.59
001-0519-519.4400	Rental/Lease	1,885.70
001-0521-521.3400	Other Contract Services	1,516.48
001-0521-521.4100	Communications Expense	48.16
001-0521-521.4620	Repair / Maint - Vehicles	666.58
001-0521-521.5200	Operating Supplies	3,972.53
001-0521-521.5264	Small Equipment Purchase	211.20
001-0521-521.5500	Training	869.20
001-0524-524.3102	Legal Services	500.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	4,400.00
001-0524-524.5100	Office Supplies Expenses	68.37
001-0538-538.6300	Improvements - Other Th...	2,666.25
001-0541-541.3400	Other Contract Services	100.00
001-0541-541.4100	Communications Expense	48.16
001-0541-541.4300	Utility - Public Services	1,019.13
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4610	Repair / Maint - Bldgs	760.00
001-0541-541.4640	Equipment Repair & Maint..	690.04
001-0541-541.5100	Office Supplies Expenses	3.80
001-0541-541.5200	Operating Supplies	47.19
001-0541-541.5215	Fuel - Off Road Diesel	600.27
001-0541-541.5220	Uniforms Exp	189.74
001-0549-549.5200	Operating Supplies	127.78
001-0549-549.5220	Uniforms	31.52
001-0572-572.4300	Utility - Public Services	2,136.51
001-0572-572.4400	Rental / Lease Expense	250.00
001-0572-572.4610	Repair / Maint - Bldgs	880.00
001-0572-572.5100	Office Supplies Expenses	12.23
001-0572-572.5220	Uniforms Exp	118.81
001-2184000	Med/Health Employee Lia...	39,967.70
001-2184500	Retiree Medical	2,067.10
001-2185000	125 Plans Employee Paybl ..	2,614.15
401-0533-533.3401	Other Contract Services	372.88
401-0533-533.4100	Communications Expense	96.43
401-0533-533.4300	Utility - Public Services	290.97
401-0533-533.4640	Repair / Maint - Equipme...	918.32
401-0533-533.5102	Office Supplies - Water	10.50
401-0533-533.5205	Operating Supplies Exp - ...	61,973.29
401-0533-533.5220	Uniforms Exp	181.90
401-0533-533.5264	Small Equipment Purchase	5,933.55
401-0533-533.5265	Tools	52.30
401-0533-533.5400	Memberships, Publication...	150.00

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.6400	Machinery/Equipment Ex...	227,039.50
402-0534-534.3400	Other Contract Services - ...	9,419.87
402-0534-534.4600	Repair / Maint - Service	150.00
402-0534-534.4620	Repair/Maint Vehicles - So..	4,555.72
402-0534-534.4640	Repair & Maint - Equipme...	6,850.00
402-0534-534.5220	Uniforms - Solid Waste	36.30
402-0534-534.5265	Tools	40.78
404-0535-535.3400	Other Contractual Services	3,917.45
404-0535-535.4100	Communications	205.58
404-0535-535.4300	Utilities	1,379.27
404-0535-535.4600	Repair / Maint. - Service	1,410.00
404-0535-535.5100	Office Supplies	10.50
404-0535-535.5200	Operating Supplies	1,561.93
404-0535-535.5220	Uniforms	34.60
404-0535-535.5400	Memberships, Dues & Su...	150.00
404-0535-535.6400	Equipment > \$5,000	236,444.50
	Grand Total:	646,097.40

Project Account Summary

Project Account Key	Expense Amount
None	643,431.15
CDBG-Hymon COB	2,666.25
	Grand Total: 646,097.40



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

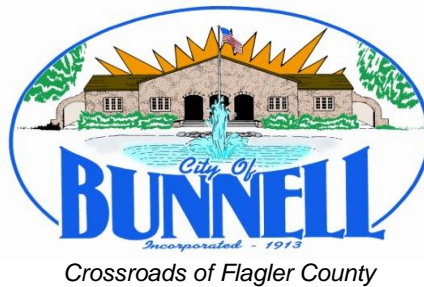
Type

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, January 23, 2023

7:00 PM

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

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

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

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tina-Marie Schultz; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr.; Community Development Director Bernadette Fisher; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Excused: Commissioner Tonya Gordon

Invocation for our Military Troops and National Leaders

Mayor Robinson led the invocation.

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

C. Consent Agenda:

C.1. Approval of Warrant

a. January 23, 2023 Warrant

C.2. Approval of Minutes

a. January 9, 2023 City Commission Meeting

C.3. Request to appoint Gary Garner to serve a 3-year term as the Alternate for the Planning, Zoning and Appeals Board.

Motion: Approve the Consent Agenda

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

None

E. Ordinances: (Legislative):

E.1. Ordinance 2023-01 Grand Reserve Planned Development Agreement Modification request to allow a modification to the number of lots approved for Phase(s) 3, 5, and 6. – Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-01 Grand Reserve Planned Development Agreement Modification request to allow a modification to the number of lots approved for Phase(s) 3, 5, and 6. - Second Reading

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: Commissioner Schultz stated she wanted to share her concerns about access into the neighborhood and the roads. With only two ways into the subdivision, she thinks additional roads into the subdivision need to be explored as evacuating during an emergency could be a safety concern. She also stated while visiting the subdivision she noticed cars parked on both sides of the street and construction ongoing; this makes it difficult to navigate through the neighborhoods. She stated this is another safety concern if emergency vehicles need access to the neighborhood.

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2023-02 Requesting to change the official zoning map for 6.68± acres of land, owned by Jeremy and Jill Barton, Bearing the Parcel ID: 16-13-30-0000-01020-0010, from the Flagler County "AC, Agriculture District" to the City of Bunnell "AG&S, Agricultural and Silviculture District" - Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-02 Requesting to change the official zoning map for 6.68± acres of land, owned by Jeremy and Jill Barton, Bearing the Parcel ID: 16-13-30-0000-01020-0010, from the Flagler County "AC, Agriculture District" to the City of Bunnell "AG&S, Agricultural and Silviculture District" - Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Commission Approval of the Selection Committee recommendation and to proceed with negotiations for the Administration/Police Department Complex.

City Manager Jackson introduced the item and asked City Engineer DePasquale to present the overview and recommendation. City Engineer DePasquale spoke to the RFQ process followed for this bid. Once all bid submissions were received, all packages were opened in a Public Meeting. Members of the Selection Committee reviewed and scored packets. In a Public Meeting of the Selection Committee, all scoring from members was announced and discussed. The ranking of the submittals was: 1. Collage; 2. Ajax; 3. CPH; 4. Myer Najem; 5. MW Builders.

Motion: Approve the rankings as submitted by the Selection Committee and authorize staff to proceed with negotiations.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Vice Mayor Rogers stated it was good to keep this project in Flagler County.

Public Discussion: None

Vote: Motion carried unanimously

H.2. Approval of Administrative Order 2023-01 for the Allen Lands Rural Subdivision.

City Attorney Paul Waters read the short title into the record.

Motion: Approve the Administrative Order 2023-01 Allen Lands Rural Subdivision.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schltz

Board Discussion: Mayor Robinson asked for some background for this request.

Community Development Director Fisher reported this was one of the rural subdivisions being reviewed; the property is being divided into four parcels.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – stated the Commission Advance will take place Friday, January 27th starting at 8 AM. She also reminded everyone the CRA Meeting will happen prior to the start of the February 13th Commission meeting; the CRA meeting will start at 6:30 PM to be followed immediately by the regular Commission Meeting.
- **Police Chief** – reported the monthly statistics for the department. He also reported on the recent MLK parade and event.
- **City Attorney** - None
- **City Manager** – encouraged everyone to read the City Manager's monthly report and spoke to the upcoming Advance. He stated City Staff has spent a lot of time putting together and preparing the information for the event; he feels this is going to help the Commission understand a lot of what is going on in the City.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – None
 - **Vice Mayor Rogers** – asked the Board to consider a walk-on item to the agenda to have Pete Young start serving on the Commission.

Motion: Add appointment and swearing in of Pete Young to the current Commission vacancy to the agenda.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

Motion: Appoint and swear in Pete Young to fill the vacant seat of Commissioner Barnes.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: Gary Masten (Grand Reserve) asked for clarification about the election. Mayor Robinson stated there will be no election in March as all seats were unopposed. Commissioner Schultz clarified Mr. Young would take on Robert Barnes' seat until April and then in April he would be sworn in for a 3-year term he was just elected into; Commissioner Gordon elected to run in

the Special Election to serve out the remainder of the term of Commissioner Barnes.

Vote: Motion carried unanimously

City Manager Jackson swore in Commissioner Young, and he took his seat on the Commission.

- o **Commissioner Young** – thanked everyone for their support.
- o **Mayor Robinson** – Stated the MLK day events was well represented. It was a nice day but chilly day and it is important to celebrate the legacy of Martin Luther King.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned: 7:33 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION WORKSHOP MINUTES

Friday, January 27, 2023

Commission Advance- Vince Carter Sanctuary

301 Justice Ln., Building G, Bunnell 32110

8:00 AM

A. Breakfast

B. Call Meeting to Order and Roll Call

Mayor Robinson opened the meeting at 8:30 AM.

Present: Mayor Catherine D. Robinson; Vice Mayor Johns Rogers (845 AM); Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Chief David Brannon; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; City Engineer Marcus DePasquale; Community Development Director Bernadette Fisher; City Clerk Kristen Bates; IT Senior Analyst Donnie Wines

Excused: Commissioner Tonya Gordon

C. Presentation

C.1. Welcome (City Manager)

City Manager Jackson discussed the agenda and intent of this all day workshop. He thanked the Directors for the job they do every day and the extra work they put in to make prepare for today. The work they do is not always seen by everyone and it takes a lot to keep up with the day to day operations and all the special projects that these Directors take on. He also thanked the Commission for their policy guidance; without that direction, the City would not be taking the steps it is to move forward.

C.2. Police Department Update (Police Chief)

Chief Brannon spoke to the changes within the Police Department over the last year. He dedicated the presentation to Sergeant Dominic Guida. Chief Brannon when over the events and community activities the Bunnell Police Department had participated in and reviewed the progress on the Police Department Strategic Plan put in place by Chief Snead at the start of 2022. He also discussed the challenges being encountered by the Police Department with hiring, recruiting and retention. The goals and priorities for this current year were discussed.

There was discussion by the Board about the grant for the new officers, starting pay for the Police Department and trends on pay by other law enforcement agencies, the equipment and technology utilized by the department and the costs for some of that equipment and technology. Commissioner Young asked if the Commission could be provided information on response times and if the City had taken any steps to name a building or road after Sergeant Guida. Chief responded a memorial wall for the new Administration Building is being requested during the design. Vice Mayor Rogers asked about the plan for the replacement of cars and provided information on his suggestions for officer salaries.

Commissioner Schultz asked about the Union negotiations. City Manager Jackson advised the next meeting is Monday; after this meeting, it is anticipated the Union representatives will take the new contract to the officers. Once the officers agree to the proposed contract, it would be brought before the Commission.

C.3. Building and Development Processes (Community Development Director)

Community Development Director Fisher and City Engineer DePasquale went through a presentation on the development process. They discussed some of the challenges encountered when trying to process and review various site plans and permit requests. They discussed the steps being taken to try to avoid delays in the development process by meeting with applicants to discuss their projects before they even start their applications. The need to update the City's Land Development Code was discussed.

There was discussion about what people call the Commissioners about and what they can say to help the people reaching out to them. The Commission requested workshops about the Land Development Code be scheduled.

C.4. Solid Waste & Storm Water Utility

City Clerk Bates went through a presentation on the City's Solid Waste Department. The challenges with the state of the vehicles and rising costs to provide high levels of service were discussed. Also, included in the presentation was information on the Curotto can system utilized by the City and why it is used, the impact difference between residential and commercial services, the rising trends in the City's dumping totals, the need for an official vehicle replacement plan and the need to work on creating a stronger business plan for the Solid Waste Enterprise fund so that it is ready to handle emergencies and plan for the high costs of replacing vehicles.

Infrastructure Director Vost went through a presentation on stormwater and the need for the City to start the studies necessary to create a Stormwater Utility. The City needs a condition assessment and a feasibility assessment. Pictures from Hurricane Ian and some of the flooding experienced during that event were shared to demonstrate some of the challenges the City faces without making substantial changes to how the City handled and prepares for stormwater.

C.5. 12:30 PM BREAK FOR LUNCH

C.6. City Finance Update (Finance Director)

Finance Director Moss provided a summary and overview of the City's financial information and budget information. The Fiscal Year 2021/2022 audit is in progress, and it is anticipated the findings will be presented in a month or two. An overview of the different City funds- CRA, Debt Service, Impact Fees, Water Impact Fees, Water, Sewer Impact Fees, Sewer, Solid Waste, and General Fund- was provided. General information on the FY22/23 revenues and budget were provided.

C.7. Legacy Projects

City Manager Jackson provided a presentation on Bunnell's "legacy" projects. The City has several projects already underway or near completion- Camera System; Hymon Circle CDBG Grant; Mass Rezonings; and the Business Incentive Program. In addition to those projects, the City is in pre-construction for several projects- Wastewater Treatment Plant Expansion; Administration/Police Department Complex; Flagler Central Commerce Parkway; Coquina Hall Restoration. And, the City is already in the beginning stages of planning for other necessary projects the City will be taking on- Land Development Code Rewrite; Attainable Housing Program; formal Road Maintenance Program. Staff most knowledgeable for each of the projects provided an update on each of those projects. With

only those projects, the City is already actively involved in 11 projects that will provide a long-term benefit to all those who live in, work in or visit the City of Bunnell. These are all critical projects for the City.

C.8. Open Discussion; Direction to Staff

The Commission would like to see workshops scheduled to get a better understanding of what actions are needed and why for several of the topics covered and discussed during the Advance.

D. End Session

Motion: Adjourn

Motion by: Commissioner Young

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned at 2:15 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 1/6/2023 Amount:
Department: Infrastructure Account #:
Subject: Request Approval for Amendment #1 to Mutual Consent Agreement 2022-03
with Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Agreement #2022-03 Amendment	Contract
Mutual Consent Agreement #2022-03	Contract
Sumter County Agreement	Contract

Summary/Highlights:

Staff is requesting to amend Agreement # 2022-03. Due to current economic conditions, Asphalt Paving Systems, Inc. (APS) needed to adjust some of their category unit pricing.

Background:

The Infrastructure Department anticipates the need to continue the previously established resurfacing program using the micro-surfacing process on eligible streets.

As one of the priorities previously established by the Commission, Infrastructure is anticipating the need for micro-surfacing. In preparation, Staff procured continuing services by piggybacking the Pavement Maintenance and Rehabilitation Continuing Services agreement between APS and the Board of Sumter County Commissioners.

Staff Recommendation:

Approval of Amendment #1 to Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for micro-surfacing continuing services.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-03

**AMENDMENT #1
LETTER AGREEMENT FOR MICRO-SURFACING SERVICE BETWEEN ASPHALT
PAVING SYSTEMS, INC. AND CITY OF BUNNELL, FLORIDA**

THIS AMENDMENT is made on this 13th day of February, 2023 to that certain Letter Agreement ("Agreement") entered into by and between Asphalt Paving Systems, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 8940 Gall Blvd., Zephyrhills, FL 33541, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, effective as of March 28, 2022.

WHEREAS, Contractor executed a Pavement Maintenance and Rehabilitation Continuing Services Contract No RFP 032-0-2021/RS ("Contract") with Sumter County, Florida effective on October 12, 2021; and

WHEREAS, Sumter County 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 was and continues to be in need of pavement and rehabilitation services similar to the services Contractor was and continues to provide Sumter County, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; 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, the Bunnell City Commission found Contract was competitively bid by Sumter County 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 Sumter County in Contract; and 3) it was 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 in Contract; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and terms and conditions in Contract, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on October 11, 2023, the Agreement also includes an option for the City to extend the term for 2 additional 1-year periods; and

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. **Amendment.** The term 2021 Agreement is hereby amended to include the following provisions:
 - a. Exhibit A – Amendment #1 of the Sumter County Pavement Maintenance and Rehabilitation Continuing Services Agreement with Asphalt Paving Systems, Inc. through RFP 032-0-2021/RS for category unit pricing per the updated chart is hereby in effect through October 11, 2023.
3. **Effective Date.** This agreement shall be effective as of February 13, 2023.

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.

ASPHALT PAVING SYSTEM, INC.

Print Name: Robert Capoferri

Title: President

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of January, 2023, by Robert Capoferri, President of Asphalt Paving Systems, 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]
Signature of Notary Public - State of Florida



AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

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

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 13, 2023

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Amendment #1 to the Sumter County Pavement Maintenance and Rehabilitation Continuing Services Agreement with Asphalt Paving Systems, Inc. through RFP 032-0-2021/RS (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting

DATE OF MEETING: 10/11/2022

CONTRACT: ☐ N/A

Vendor/Entity: Asphalt Paving Systems, Inc.

Effective Date: 10/12/2021

Termination Date: 10/11/2023

Managing Division / Dept: Construction Design

BUDGET IMPACT: \$250,000.00 (budgeted for services in FY 22/23)

FUNDING SOURCE: General Fund

Type: Annual

EXPENDITURE ACCOUNT: 001-340-541-4631

HISTORY/FACTS/ISSUES:

On October 12, 2021, the BOCC entered into an agreement with Asphalt Paving Systems, Inc. for Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

Asphalt Paving Systems, Inc. has requested a price increase for FY 22/23. Sumter County Public Works has reviewed the suggested price increase and agree that the new rates fall within the current market prices.

This amendment will amend the pricing according to the revised category unit pricing chart that is attached to the Amendment #1.

Attached for BOCC review and approval is the Amendment #1.

Prepared by: Becky Segrest

ProWritingAid Check ☒

APPROVED

October 11, 2022

Amendment #1
Sumter County Continuing Engineering Services Agreement

This contract amendment/extension is made and entered into this 11th day of October 2022, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and Asphalt Paving Systems, Inc. (Vendor), 8940 Gall Boulevard, Zephyrhills, Florida, 33541.

WHEREAS, the parties executed an original contract effective October 12, 2021.

WHEREAS, the County and the Vendor wish to amend the contract to revise certain category unit pricing per the updated chart.

NOW, THEREFORE, the parties agree as follows:

1. Fiscal Year 22/23 rates will be revised based on the new category unit pricing chart.
2. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
4. Except as expressly modified by Amendment #1, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.



THIS AGREEMENT is executed the day and year first written above.

[Signature]
Attest: Deputy Clerk

Date Signed: 10/11/22

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By: *Craig A. Estep*

Chairman

Date Signed: 10/11/22

ASPHALT PAVING SYSTEMS, INC.

By: *[Signature]*

ROBERT CAPOFERRI, PRESIDENT

[Signature]
Witness: MARK ROHRBACH

Date Signed: 10/13/22

Date Signed: 10/13/22

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P.	Ton	\$511.00 \$526.41	\$190.00 \$205.41	\$140.00 \$155.41	\$130.00 \$145.41	\$125.00 \$140.41
12.5 S.P.	Ton	\$508.00 \$523.41	\$187.00 \$202.41	137.00 \$152.41	\$127.00 \$142.41	\$123.00 \$138.41
9.5 F.C.	Ton	\$520.00 \$536.18	\$200.00 \$216.18	\$154.00 \$170.18	\$145.00 \$161.18	\$140.00 \$156.18
12.5 F.C.	Ton	\$514.00 \$530.18	\$195.00 \$211.18	\$152.00 \$168.18	\$143.00 \$159.18	\$137.00 \$153.18
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)						
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)						
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.35 \$4.73	\$2.80 \$3.18	\$2.49 \$2.87	\$2.49 \$2.87	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$5.80 \$6.55	\$4.65 \$5.40	\$4.26 \$5.01	\$4.26 \$5.01	
Triple Chip Seal	Sq. Yd.	\$7.85 \$8.98	\$6.70 \$7.83	\$6.05 \$7.18	\$6.05 \$7.18	
Fog Seal	Sq. Yd.					
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)						
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)						
CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$9.70 \$10.41	\$7.55 \$8.26	\$6.65 \$7.40	\$6.65 \$7.40	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)						
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)						

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$5.45 \$5.78	\$4.85 \$5.18	\$4.30 \$4.63	\$4.30 \$4.63	
Single Micro	Sq. Yd.	\$3.30 \$3.53	\$3.05 \$3.28	\$2.83 \$3.06	\$2.83 \$3.06	
Rut Filling (Leveling)	Ton	\$225.00 \$244.26	\$225.00 \$244.26	\$225.00 \$244.26	\$225.00 \$244.26	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)						
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)						
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.					
Cement - Cement Treated Base	Ton	\$165.00 \$185.00	\$165.00 \$185.00	\$165.00 \$185.00	\$165.00 \$185.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon					
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$2.50 \$3.15	\$2.50 \$3.15	\$2.50 \$3.15	\$2.50 \$3.15	
Added Rap or Aggregates	Ton					
Shoulder Rework	LF					
Excavation for Widening/Unsuitable Materials	Cu. Yd.					
General Use Optional Base Material	Cu. Yd.					
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)						
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)						

CONTRACT NO. 2022-03

**LETTER AGREEMENT FOR
MICRO-SURFACING SERVICE
BETWEEN ASPHALT PAVING SYSTEMS, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AMENDMENT is made on this 14th day of March, 2022 to that certain Letter Agreement ("Agreement") entered into by and between Asphalt Paving Systems, Inc., a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 8940 Gall Blvd., Zephyrhills, FL 33541, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, effective as of March 14, 2022.

WHEREAS, Contractor executed a Pavement Maintenance and Rehabilitation Continuing Services Contract No RFP 032-0-2021/RS ("Contract") with Sumter County, Florida effective on October 12, 2021; and

WHEREAS, Sumter County 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 was and continues to be in need of pavement and rehabilitation services similar to the services Contractor was and continues to provide Sumter County, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; 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, the Bunnell City Commission found Contract was competitively bid by Sumter County 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 Sumter County in Contract; and 3) it was 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 in Contract; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and

terms and conditions in Contract, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on October 11, 2023, the Agreement also includes an option for the City to extend the term for 2 additional 1-year periods; and

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

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

2. **Term.** The term of the Agreement between the parties is hereby in effect through to October 11, 2023.

3. **Effective Date.** This agreement shall be effective as of March 28, 2022.

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.

ASPHALT PAVING SYSTEM, INC.

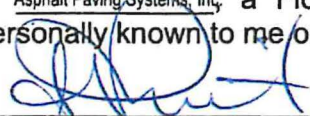


Print Name: Robert Capoferri

Title: President

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of February, 2022, by Robert Capoferri, President of Asphalt Paving Systems, 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.



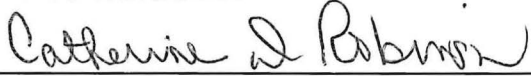
Signature of Notary Public - State of Florida

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



AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

CITY OF BUNNELL


Catherine D. Robinson, Mayor

Date: March 14, 2022

Approved as to Legal Form


Vose Law Firm, City Attorney

Attest


Kristen Bates, City Clerk

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
- 7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
- 8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
- 9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
- 10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**")": (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR

Name: Bradley S. Arnold

Name:

Address: 7375 Powell Road, Wildwood, FL 34785

Address:

Title: County Administrator

Title:

Date: 10/12/21

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



TEST:

By: Nelissa Elliott D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]

By: Chairman

Date Signed: 10/12/21

ATTEST:

By: [Signature]

ASPHALT PAVING SYSTEMS, INC.

[Signature]

By: Robert Capotassi, President

Date Signed: 10-15-2021



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 1/17/2023 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Renew the Connect Consulting, Inc. Mutual Consent Agreement #2022-04
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Agreement #2022-04 Amendment	Contract
City of Palm Coast Renewal	Contract

Summary/Highlights:

Staff is seeking approval to amend Mutual Consent Agreement #2022-04 with Connect Consulting, Inc. for the second of three 1-year terms.

Background:

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

Staff Recommendation:

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

City Attorney Review:

Approved as to form

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2022-04

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

THIS FIRST AMENDMENT is made on this 13th date of February, 2023, to that certain Letter Agreement ("Agreement") entered into by and between Connect Consulting, Inc., a Florida corporation, ("Contractor"), 261 N. Lakeview Drive, Lake Helen, Florida 32744 and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Bunnell, Florida 32110.

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

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

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

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

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

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

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

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

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

WHEREAS, the current term of the City of Palm Coast agreement is set to expire on February 20, 2023; and

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

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

1. **Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.
2. **Term.** The term of the Agreement between the parties is hereby extended to February 21, 2024, by this Amendment.
3. **Effective Date.** This amendment shall be effective as of February 21, 2023.

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

CONNECT CONSULTING, INC.



Print Name: David S. Robertson

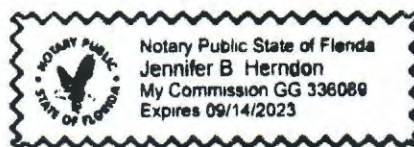
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023, by David S. Robertson of Connect Consulting a Florida corporation, on behalf of the corporation, and he/she is

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

Jennifer B Herndon
Signature of Notary Public - State of Florida



Jennifer B Herndon
Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: February 13, 2023

ATTEST:

Kristen Bates, City Clerk

Approved as to Legal Form

Vose Law Firm, City Attorney



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

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

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

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

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

Approvals:

Responsible Dept. Director Carl Cote

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

City Finance Helena Alves

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

City Attorney Nissa Bordent

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

City Manager Denise Brown

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

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

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

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

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

Regards,

Casey Luedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: Denise Bevan
DocuSigned by: 8BF159DE5A4147C...

Print: Denise Bevan

Title: City Manager

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

CONNECT CONSULTING, INC.

By: David S. Robertson
DocuSigned by: 753C4... Authorized Signatory)

Print Name: David S. Robertson

Title: President

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



please recycle

palmcoastgov.com



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 1/26/2023 Amount: \$26,888
Department: City Clerk Account #: 001-0562-562.3402
Subject: Request Approval of Agreement and Renewal of Contract# 2021-02 for Service between Flagler Humane Society and City of Bunnell.
Agenda Section: Consent Agenda:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Proposed Contract Extension	Contract

Summary/Highlights:

This is a request to extend Contract# 2021-02 as allowed per the original contract signed in January 2021. This contract allowed for an option to extend the contract for an additional two years.

Background:

In January 2021, the City signed Contract# 2021-02 with the Flagler Humane Society. This contract explained and detailed the services to be provided by Flagler Humane Society, costs and procedures for payments to be made outside the regular monthly costs to be invoiced to the City.

The original contract was for three years and allowed a two year extension. This initial contract would expire September 30, 2023 if not renewed beforehand.

The only change in the contract is there will be a 5% price increase to the City rather than a 3% increase. This is needed due to the rising veterinary costs being experienced by Flagler Humane Society.

Flagler Humane Society will continue to invoice the City monthly and the new rates will be incorporated into the proposed City Budget.

Staff Recommendation:

Approval of Agreement and Renewal of Contract# 2021-02 for Service between Flagler Humane

Society and City of Bunnell.

City Attorney Review:

Approved as to form

Finance Department Review/Recommendation:

Approval of Agreement and Renewal of Contract# 2021-02 for Service between Flagler Humane Society and City of Bunnell. The price increase will be included in the FY 2023-24 Budget.

City Manager Review/Recommendation:

Approved.

**AGREEMENT FOR RENEWAL AND AMENDMENT
OF CONTRACT # 2021-02 FOR SERVICES BETWEEN FLAGLER HUMANE SOCIETY AND
CITY OF BUNNELL**

This Agreement for Renewal and Amendment of Contract #2021-02 (hereinafter “RENEWAL AND AMENDMENT”) is made and entered into effective the 25th day of January 2023, by and between the City of Bunnell, a Florida Municipal Corporation (hereinafter the “CITY”) and the Flagler Humane Society, Inc., a Florida nonprofit corporation (hereinafter “FHS” or “CONTRACTOR”).

WITNESSETH

WHEREAS, the CITY is a Florida Municipal Corporation, having a responsibility to provide certain services to benefit the citizens of the City of Bunnell; and

WHEREAS, the CITY and FHS entered into an Agreement dated January 25, 2021 (hereinafter the “Agreement”); and

WHEREAS, the FHS has provided services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year term (36 months) commencing January 25, 2021, and provided for one (1) additional two (2) year term (24 months), upon written agreement by the parties, and the parties are desirous of extending the Agreement; and

WHEREAS, Increased costs for labor, supplies, veterinary services and other items necessitate an increase in the amount that FHS charges the CITY for services under the Agreement; and

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

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

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this RENEWAL AND AMENDMENT. Said recitals are hereby ratified and made a part of this RENEWAL AND AMENDMENT.

2. **Renewal.** The Agreement is hereby renewed and extended for an additional two (2) year term (24 months), through January 25, 2025.

3. **Amendment.** The below terms hereby amend and supplement the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of this RENEWAL AND AMENDMENT, the terms of this RENEWAL AND AMENDMENT shall prevail.

4. **Increase in Costs.** The last sentence of Section 4(a) on page two of the Agreement is hereby amended as follows: "In the event the CITY exercises its option to renew this Agreement for an additional 24 months, the monthly payment shall increase ~~3%~~ 5% beginning each October 1st...." Other than the increase in monthly payments from 3% to 5%, the terms of billing and payment under the Agreement remain the same.

5. **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.**

6. **Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from

the 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 public agency 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 section.

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

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

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

10. **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.

11. 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.

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

13. **Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows: None

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

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

Approved for Form and Content by:

Vose Law Firm, City Attorney

Seal

Attest:

Kristen Bates, City Clerk, CMC

FLAGLER HUMANE SOCIETY, INC.

Signature: _____

Print Name: _____

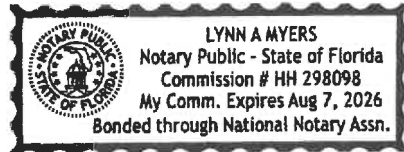
Title: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of January, 2023, by Amy W. Carotenuto of The Flagler Humane Society, Inc. a Florida corporation, on behalf of the corporation, and he/she is X personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary





City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 1/6/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - First Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-03 FLUM Amendment	Ordinance
Proposed FLU Map	Location Map(s)

Summary/Highlights:

The applicant, Duane Sizemore, is requesting a small-scale Future Land Use Map amendment to the City of Bunnell Comprehensive Plan to adjust the Future Land Use Map (FLUM) designation of 4.8± acre portion of the property from the "Public (PUB)" to the "Industrial (IND)" Future Land Use designation.

There is a companion rezoning request to amend the Official zoning map designation of the subject portion of the property from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed on January 10, 2023, to adjacent property owners within 300 ft of the subject property within the City of Bunnell. The property was posted with information on First Reading on January 10, 2023.

Background:

The matter presented by the applicant, Duane Sizemore, is an application for an amendment to the Future Land Use Map (FLUM) for 4.8± acre portion of the 6.74± acre parcel. the 4.8± acre portion is currently designated as Public (PUB). The applicant request is to change the 4.8± acres as previously mentioned to the Industrial (IND) designation and while maintaining the Commercial-

Medium (COM-M) designation on the remaining 2± acre portion of the site abutting State Road 100, commonly known as East Moody Boulevard.

If approval is granted for this request, the applicant has stated plans to operate a welding and fabrication shop.

In determining consistency and compatibility with the adopted Comprehensive Plan and adjacent uses, in support of the proposal there are several Comprehensive plan Objectives and Policies which should be considered;

FLU Objective 2.2, which reads, "The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments within the existing urban area.

This applies to the subject request, due to the subject property being positioned in the area defined as the urban area of the City.

Furtherly, FLU Policy 3.2.1 reads, "The City shall continue to implement the recommendations for the City of Bunnell Community Redevelopment Area (CRA).

The applicant referenced in the Project Narrative that accompanies the Future Land Use Map Amendment application, in the Community Redevelopment Area Plan, the subject site is referenced as a top priority for reuse of subject property.

Additional support is found in FLU Policy 3.2.2, of the Comprehensive Plan, that gives direction for the City to actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic Vitality. To achieve referenced policies, the redevelopment activity is said in concert with the request, IND Future Land Use category accommodates light to heavy commercial, business and industrial uses. One of the appropriate uses include mixed-use non-residential uses. In concert with the Policies and Objectives mentioned throughout the adopted 2035 Comprehensive Plan, is Goal 8, Employment Center Overlay, FLU Objective 17, which express the intent of this overlay district is to allow for mix of businesses, commercial industrial and residential uses that support the surrounding land uses in way of providing a transition among each use type.

The applicant, Duane Sizemore, provided a statement of purpose, for the site with plans to utilize the subject property as a welding and fabrication shop, but when in the process of conducting research of the property, discovered was that in order to achieve the rights to operate the use of interest, a Future Land Use Map Amendment approval is required.

The parcel's current Future Land Use designation is "Public (PUB)". This land use, under FLU Policy 12.1, is intended for accommodating public and semi-public services including but not limited to government administration buildings, public schools, essential public services and facilities, etc. The maximum intensity allowed is 0.6 FAR.

The proposed Future Land Use designation is "Industrial (IND)". This land use category accommodates for light and heavy commercial, business, and industrial uses under FLU Policy 10.1.

The subject site has a main right-of-way access point off of East Moody Boulevard called Honor Way, and it is owned by the owner of the parcel. Future Land Uses abutting the subject site consist of Commercial-Medium, Multi-Family, Public, and Single Family-Medium Density.

The site formerly operated as the Flagler County Sheriff's office back in 2014 but has been vacant since the operations have relocated in 2021. Upon further investigation it appears there have been many uses over the years since it was first established as the old Flagler Memorial Hospital. This property is located in the CRA (Community Redevelopment Area) and is defined as a high ranked priority and according to FLU Policy 19.1.2, it states the City shall work towards support that encourages commercial and industrial development within the City and surrounding area.

Staff Recommendation:

Approve Ordinance 2023-03 amending the Future Land Use Map of the Comprehensive Plan for the 4.8± portion of 6.74± acres of land, located at 901 East Moody Boulevard, from "Public (PUB)" to "Industrial (IND)" - First Reading.

City Attorney Review:

Approved for first reading

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO A 4.8± ACRE PORTION OF THE PARCEL ADDRESSED 901 EAST MOODY BOULEVARD, OWNED BY GPR1 LLC, LOCATED BETWEEN CANAKARIS STREET AND EAST CANAL STREET IN THE CITY OF BUNNELL LIMITS FROM “PUBLIC (PUB)” TO “INDUSTRIAL (IND)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number: 10-12-30-0850-00180-0000 and located at 901 East Moody Boulevard within the City of Bunnell; and

WHEREAS, the owner of the property, Gpr1 LLC, has requested this change to the future land use; and

WHEREAS, a 4.8± acre portion of the real property, located between Canakaris Street and East Canal Street, is the subject of this request to amend the Future Land Use Map of the City of Bunnell Comprehensive Plan from “Public (PUB)” to “Industrial (IND)”.

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on January 5, 2023 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

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

Section 1. Legislative Findings and Intent.

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

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

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

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

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2035 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Industrial" land use designation to the real property which is the subject of this Ordinance as set forth herein.

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

LEGAL DESCRIPTION: BLOCKS 18, 33, 34 AND 37, TOWN OF BUNNELL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY IN DEED BOOK 23, PAGE 207 AND DEED BOOK 24, PAGE 539 AND PARTIAL RELEASE IN DEED BOOK 39, PAGE 59 AND LESS THE SOUTH 27 FEET OF LOTS 7, 8, 9, 10, 11, AND 12 AND THE NORTH 23 FEET OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 33, TOGETHER WITH THE NORTHEASTERLY 1/2 OF VACATED SOUTH PEACH STREET AND THE SOUTHWESTERLY 1/2 OF VACATED SOUTH ORANGE STREET VACATED BY CITY OF BUNNELL ORDINANCE #1979-4, RECORDED IN OFFICIAL RECORDS BOOK 264, PAGE 501, AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE ALLEYWAYS VACATED BY THE CITY OF BUNNELL ORDINANCE #1977-1, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 555 AND THAT PORTION OF PEACH STREET AND ORANGE STREET LYING SOUTH OF EAST COURT AVENUE AND NORTH OF EAST CANAL AVENUE AS VACATED

BY CITY OF BUNNELL ORDINANCE NO. 1977-2, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 556; ALSO MARION STREET BETWEEN THE NORTHERLY INTERSECTION OF CANAL AVENUE AND THE NORTHERLY INTERSECTION OF SOUTH LEMON STREET, AS NOW LAID OUT AND PLATTED PER SAID TOWN OF BUNNELL, AS RECORDED IN OFFICIAL RECORDS BOOK 315, PAGE 63; ALL SITUATED AND RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ADDRESS: 901 East Moody Boulevard

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-00180-0000

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

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

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

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

Section 8. Effective Date.

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

First Reading: approved on this 13th day of February 2023

Second Reading/Final Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

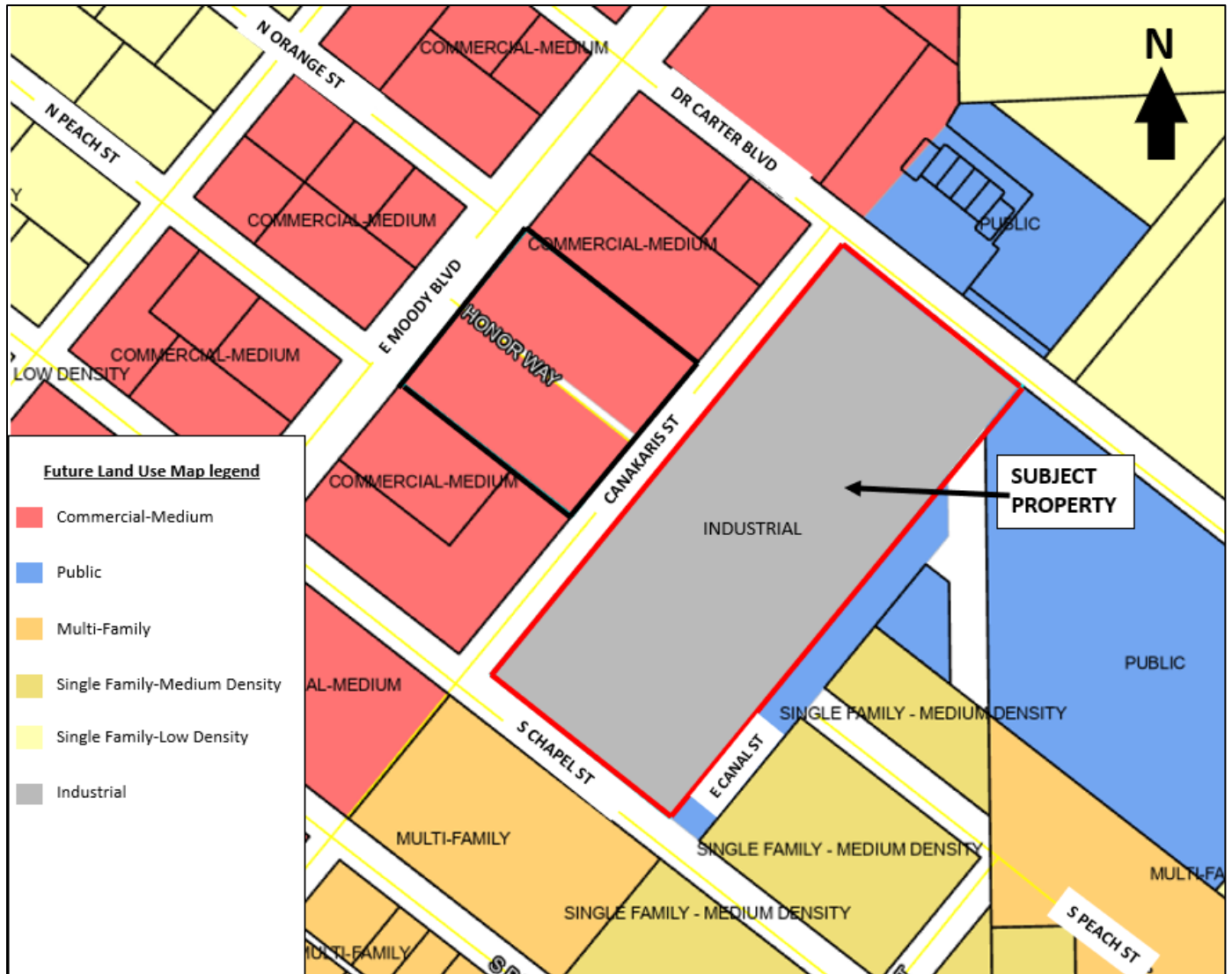
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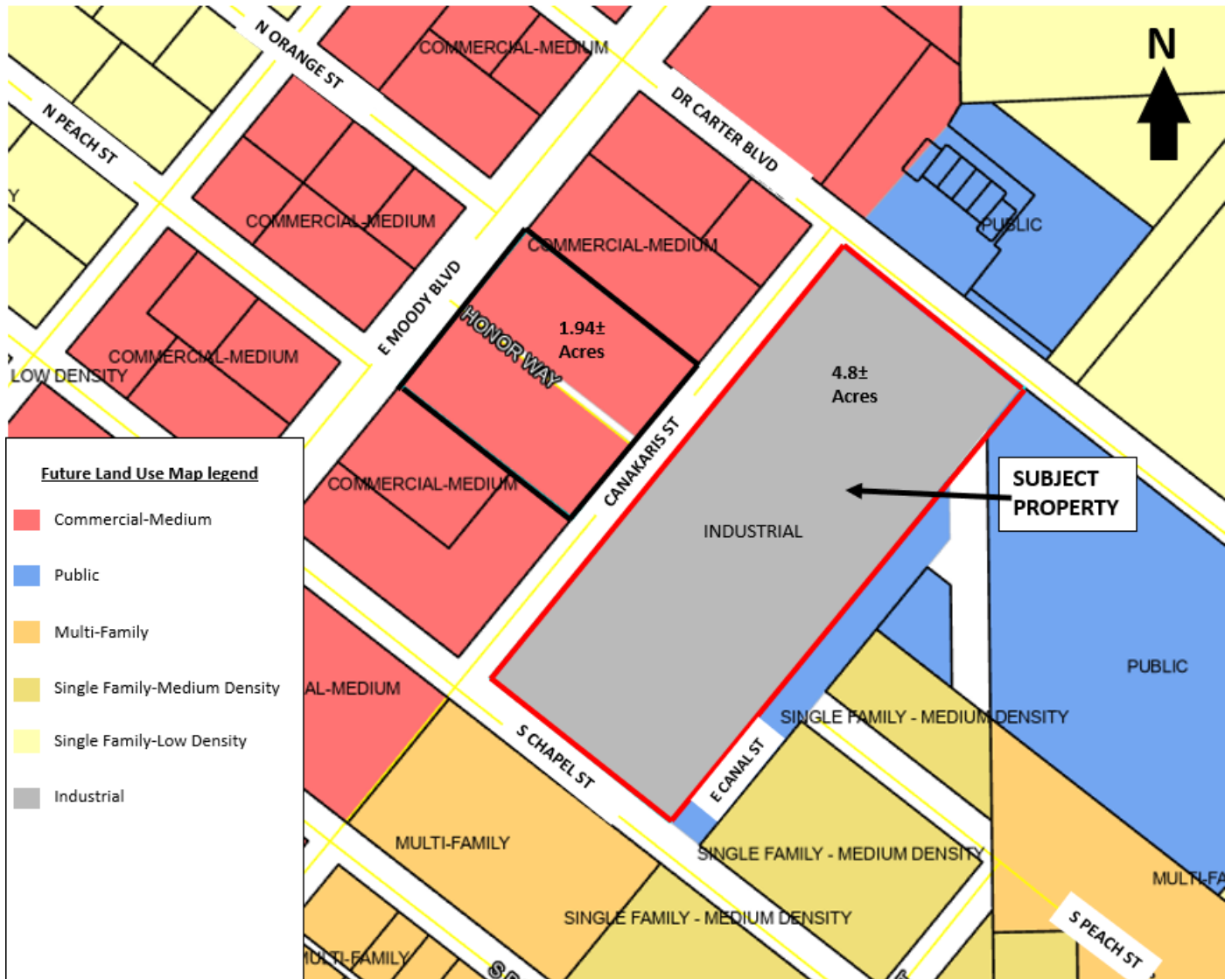
Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Future Land Use Map



Proposed Future Land Use Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 1/6/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District" - First Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-04	Ordinance
Proposed Zoning Map	Location Map(s)

Summary/Highlights:

The applicant, Duane Sizemore, is requesting an amendment to the official zoning map to change the zoning on a 4.8± acre property from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District".

There is a companion FLUM amendment application requesting the change the Future Land Use Map (FLUM) designation on the property from "Public (PUB)" to "Industrial (IND)".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed on January 10, 2023, to adjacent property owners within 300 ft of the subject property within the City of Bunnell. The property was posted with information on First Reading on January 10, 2023.

Background:

The applicant, Duane Sizemore, provided a statement of purpose, for this site with plans to utilize the subject property as a welding and fabrication shop, but when conducting due diligence, it was deemed to achieve the allowance of such use, a Zoning Map Amendment will be required. The requested Zoning Map Amendment is solely for the 4.8± acre rear portion of the subject site located at 901 East Moody Boulevard. This portion of the property is bounded by Dr. Carter Boulevard to the north, South Chapel Street to the south, and Canakaris Street to the west.

The existing conditions of the subject site is developed. The property exhibits an office building (38,086 SF) that was built in 1979, and an accessory building shown as a shop (4,098 SF) was built in 1985.

The general vicinity currently exhibits a mix of residential, commercial and industrial tracts as the area is transitioning from an urban residential, commercial and industrial setting, that displays an increase of mixture with low to middle intense commercial uses along State Road 100, which is locally known as East Moody Boulevard. The roadway classification is Major Arterial, which is ideal because it provides the property with convenient access points that is part of connected street system that is more fundamental, due to the ability to gain the full benefits of a mix of uses. The pattern of development in this area of the City offers a mix use purpose which helps reduce disinvestment of abandonment of buildings in the identified urban core of the community. The proposed Welding and fabrication shop will assure consistency and compatibility with on-site and adjacent land uses and the City's Land Development Regulations by maintaining design and development guidelines within code allowances. As mentioned earlier the site currently has existing buildings, therefore, this request is with the intent to redevelop the property, which plays a role in the continuous efforts to ensure that growth and prosperity as a part of the City of Bunnell's outlook for the future.

While acknowledging the property is currently zoned "O-1, Office Medical and Related Services District" along the rear which accounts for 4.8± acres and "B-2, Business District" accounts for the remaining 2.0± acres. The O-1 zoning district, which accounts for about 76% of the property, which is intended to provide areas for professional, medical, and business offices and other related activities which has not been deemed suitable for other proposals presented to the City, due to the building size being more in size than others needed. Therefore, the applicant is requesting to amend the rear portion to suit the business operation of interest and ensure growth through reuse of property, which is very important to the City because this is entuned with the Community Redevelopment Plan as well. While the remaining 24% of the parcel will maintain the existing B-2 zoning designation.

The current zoning map amendment being proposed is "L-1, Light Industrial District". The L-1 zoning district, as described in Sec. 34-120, in the Land Development Code, this designation provides areas in which the principal use of land is for light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution. With this zoning district, the proposed use would be permitted by right.

Directly abutting the property are two (2) small parcels positioned to the northeast and due east that is currently zoned L-1. This allows the subject property to be zoned accordingly as it will be expanding this zoning district in the area and not be considered as "spot zoning". The proposed L-1 zoning amendment will be consistent with the proposed Industrial FLUM designation.

There have been many uses on this property over the years, some more intense than others. It first began as the old Flagler Memorial Hospital, with the most recent use of the site being the Flagler County Sheriff's Office. They ran their operations there from 2014 until 2021 when they relocated to their new building on Commerce Parkway. Since then, this property has been vacant.

Staff Recommendation:

Approve Ordinance 2023-04 changing the official zoning map for the 4.8± acre portion of the subject property from the "O-1, Office, Medical and Related Services District" to "L-1, Light Industrial District" - First Reading.

City Attorney Review:

Approved for first reading

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF A 4.8± ACRE PORTION OF THE PARCEL ADDRESSED 901 EAST MOODY BOULEVARD, OWNED BY GPR1 LLC, LOCATED BETWEEN CANAKARIS STREET AND EAST CANAL STREET IN THE CITY OF BUNNELL LIMITS FROM THE “O-1, OFFICE, MEDICAL AND RELATED SERVICES DISTRICT” TO THE “L-1, LIGHT INDUSTRIAL DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gpr1 LLC, the owner of certain real property, which land totals 6.74± acres in size located at 901 East Moody Boulevard and is assigned Tax Parcel Identification Number 10-12-30-0850-00180-0000 by the Property Appraiser of Flagler County; and

WHEREAS, Gpr1 LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have a portion of the subject property, totaling 4.8± acres located to the rear between Canakaris Street and East Canal Street, rezoned to the “L-1, Light Industrial District” zoning classification from the existing “O-1, Office, Medical and Related Services District” zoning classification; and

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

WHEREAS, on January 5, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan*

of the City of Bunnell, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

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

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

Section 1. Legislative Findings and Intent.

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

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in the map attached to this Ordinance, and totaling 4.8± acres in size, shall be rezoned to the “L-1, Light Industrial District” zoning classification from the existing “O-1, Office, Medical and Related Services District” zoning classification;

LEGAL DESCRIPTION: BLOCKS 18, 33, 34 AND 37, TOWN OF BUNNELL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY IN DEED BOOK 23, PAGE 207 AND DEED BOOK 24, PAGE 539 AND PARTIAL RELEASE IN DEED BOOK 39, PAGE 59 AND LESS THE SOUTH 27 FEET OF LOTS 7, 8, 9, 10, 11, AND 12 AND THE NORTH 23 FEET OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 33, TOGETHER WITH THE NORTHEASTERLY 1/2 OF VACATED SOUTH PEACH STREET AND THE SOUTHWESTERLY 1/2 OF VACATED SOUTH ORANGE STREET VACATED BY CITY OF BUNNELL ORDINANCE #1979-4, RECORDED IN OFFICIAL RECORDS BOOK 264, PAGE 501, AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE ALLEYWAYS VACATED BY THE CITY OF BUNNELL ORDINANCE #1977-1, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 555 AND THAT PORTION OF PEACH STREET AND ORANGE STREET LYING SOUTH OF EAST COURT AVENUE AND NORTH OF EAST CANAL AVENUE AS VACATED BY CITY OF BUNNELL ORDINANCE NO. 1977-2, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 556; ALSO MARION STREET BETWEEN THE NORTHERLY INTERSECTION OF CANAL AVENUE AND THE NORTHERLY INTERSECTION OF SOUTH LEMON STREET, AS NOW LAID OUT AND

PLATTED PER SAID TOWN OF BUNNELL, AS RECORDED IN OFFICIAL RECORDS BOOK 315, PAGE 63; ALL SITUATED AND RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ADDRESS: 901 East Moody Boulevard

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-00180-0000

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

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2023-03.

First Reading: approved on this 13th day of February 2023.

Second Reading/Final Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

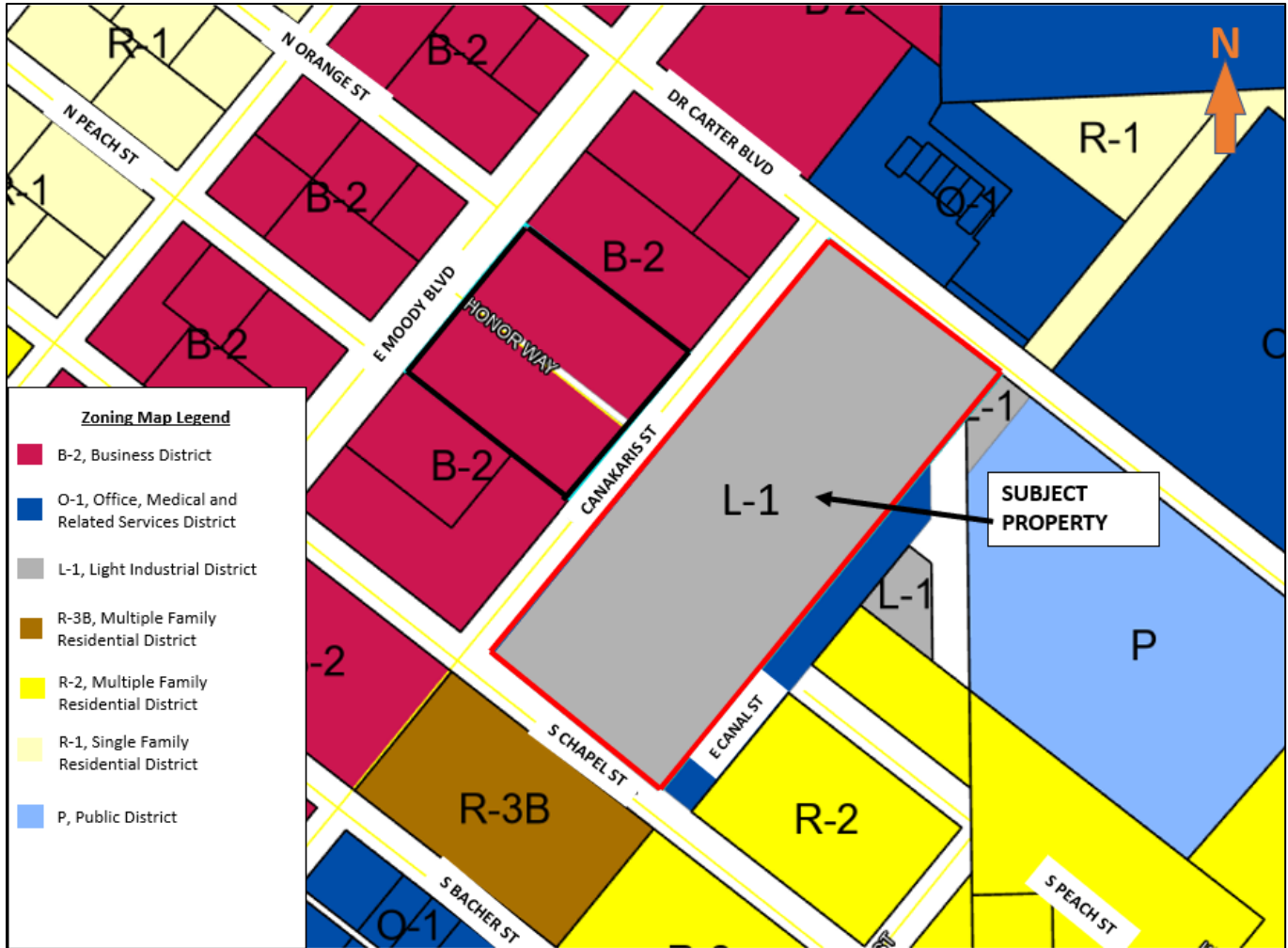
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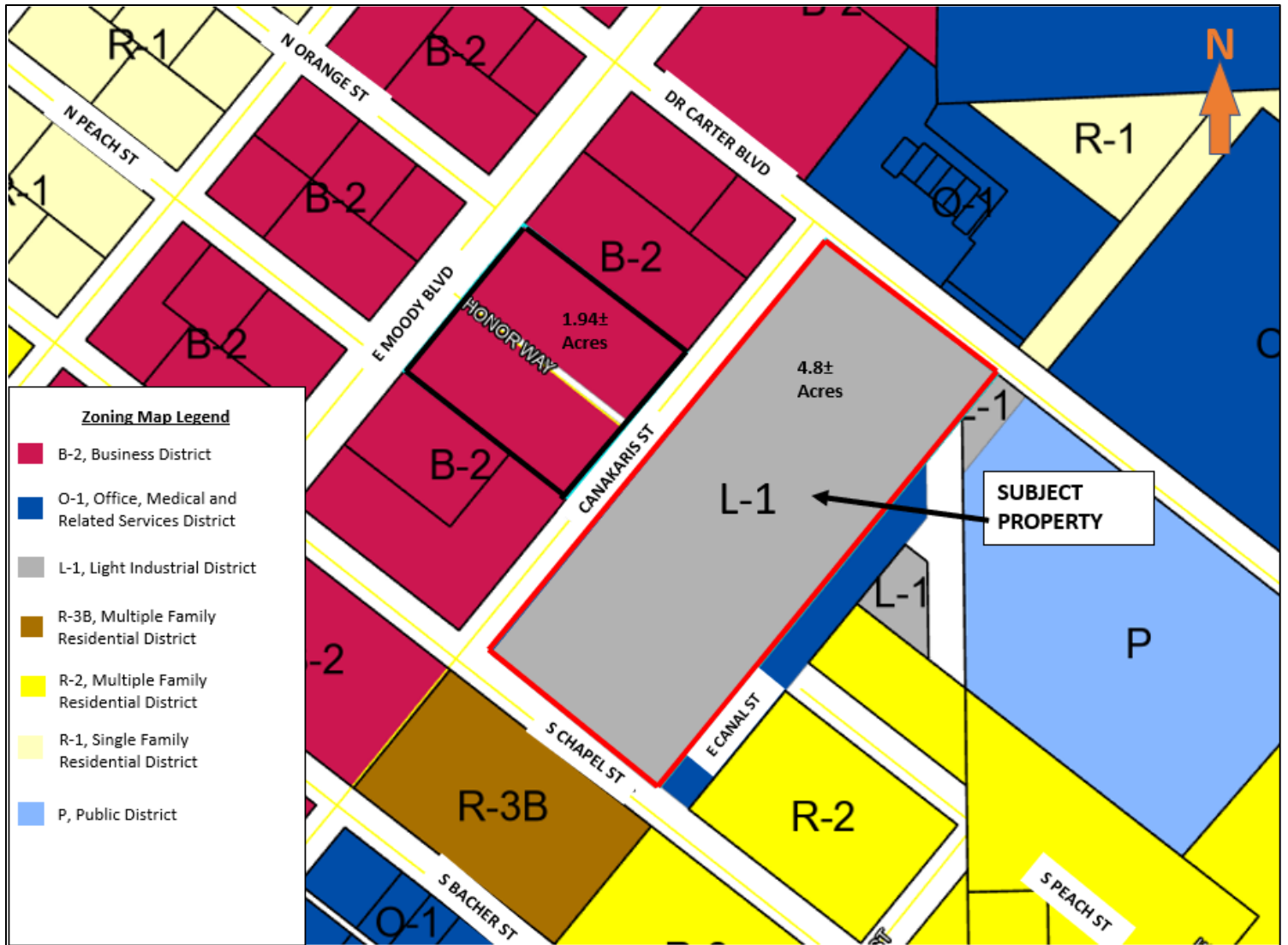
Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Zoning Map



Proposed Zoning Map





City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 1/31/2023 Amount: \$100,094
Department: Human Resources Account #: 001-0521-521.1200,
2100,2200, 2300
Subject: Request Approval of the International Union of Police Associations (IUPA)
Agreement for the Bunnell Police Department.
Agenda Section: New Business:
Goal/Priority: Financial Stability/Sustainability, Quality of Life, Organizational Excellence

ATTACHMENTS:

Description	Type
IUPA Contract	Contract
Exhibit A: Employee Performance Evaluation	Exhibit
Exhibit B: Manager Performance Evaluation	Exhibit

Summary/Highlights:

This is a request to approve a new union agreement for the Bunnell Police Officers. The last agreement was executed in 2018 and was valid for three years. There was a delay in negotiations as there was a change in unions by the Police Officers and this draft is a complete overhaul of previous agreements.

Background:

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement.

This is a complete re-work of previous union agreements. This proposed agreement brings the contract current with standard practices and offers a lot of incentives to assist the Police Department with recruiting new officers.

The Union met with the Bunnell Police Officers on January 31, 2023. The Union and the Police Officers have ratified the proposed agreement.

Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective upon ratification and shall remain in full force and effect until September 30, 2025.

Staff Recommendation:

Approval of the International Union of Police Associations (IUPA) Agreement.

City Attorney Review:

This item has been negotiated over the course of several meetings and the final document has been approved by all parties.

Finance Department Review/Recommendation:

The FY 2022-23 Budget was based on the results of the Salary Study. The final contract if approved, will be an annual increase of \$100,094. This increase will be included as part of the FY 2023-24 budget. Costs for the remainder of FY 202-23 will be absorbed by salary savings related to the large amount of vacant positions during the first half of the fiscal year.

City Manager Review/Recommendation:

Approved.

AGREEMENT

Between

THE CITY OF BUNNELL, FLORIDA

And

THE INTERNATIONAL UNION
OF POLICE ASSOCIATIONS, Inc.

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EXHIBIT “A” – ANNUAL EMPLOYEE PERFORMANCE EVALUATION/WORK PLAN –
COMPETENCY-BASED

EXHIBIT “B” – ANNUAL MANAGEMENT PERFORMANCE EVALUATION/WORK
PLAN – COMPETENCY-BASED

AGREEMENT

This Agreement is entered into by the City of Bunnell, Florida, hereinafter referred to as the "City" or "Management" and the International Union of Police Associations, Inc., hereinafter referred to as "IUPA" or "Union."

ARTICLE 1 RECOGNITION

- 1.1 The City hereby recognizes the International Union of Police Associations, AFL-CIO (IUPA) as the exclusive bargaining representative; as defined in Chapter 447 Florida Statutes as amended for all employees employed in the unit defined by the Public Employees Relations Commission in its Certification No. 2029.
- 1.2 INCLUDED: All sworn law enforcement employees of the City of Bunnell in the positions of: Police Officer, Detective, and Sergeant. EXCLUDED: Non-sworn employees, Lieutenant, Captain, and Police Chief. EXCLUDED, except for the purpose of providing IUPA legal defense coverage: Detective Sergeant.

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of IUPA. There shall be no discrimination against any employee covered by this Agreement by reason of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history) (*from EEOC website*).
- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers, or representatives, shall not be subject to grievance or arbitration under the provision of this contract and shall be subject only to the method of review prescribed by law.
- 2.3 Matters involving IUPA membership, lack of IUPA membership, or activities of IUPA not restricted under F.S. 447, shall be subject to the grievance or arbitration procedures.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Police Department of the City of Bunnell, set standards of service to be offered to the public, and to exercise control and discretion over its operation.
- 3.2 The City, except as provided in the Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay off employees; fire, demote and suspend for just cause; transfer employees from location to location, re-hire employees; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the Department or any part hereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis, determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improve services, maintenance procedures, materials, facilities and equipment.
- 3.3 If the City fails to exercise any one, or more, of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.
- 3.4 The above rights of the City are not all-inclusive but indicate the type of matters, or rights, which belong to and are inherent to the City in its capacity of management and direction of the City of Bunnell. Any rights, powers and authority of the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- 3.5 If it is determined civil emergency conditions exist, including riots, disorders, hurricane conditions, what is judged to be a public danger, or emergency, the provisions of this Agreement may be unilaterally suspended during the time of the declared emergency, provided the wage rates and monetary fringe benefits shall not be suspended.
- 3.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 3.7 The City and the Chief of Police acknowledge the language in this Article is not a waiver of any of IUPA's rights under Federal and Florida statutes nor is it a waiver of any employee or group of employees' rights under Federal or Florida statutes.

- 3.8 When filling a temporary vacancy, the City shall offer that shift or assignment to full time bargaining unit employees as an overtime assignment and it shall be given to full time police officers based on seniority and availability. The City may utilize part time/reserve police officers to temporarily augment manpower requirements to cover special events, natural disasters, and other circumstances where additional manpower may be necessary for the protection and welfare of citizens and employees.

ARTICLE 4

WORK STOPPAGES

- 4.1 The covered employees will not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strikes, work stoppages, slowdowns, job actions, or refusals to perform assigned work.
- 4.2 Recognizing Florida law prohibits the activities enumerated in the paragraph above, the parties agree the City shall retain the right to discharge, or otherwise discipline, some or all of the employees participating in, or promoting any of the aforesaid activities, and the exercise of such rights by the City will not be subject to recourse under the grievance/arbitration procedures.
- 4.3 It is recognized by the parties the activities enumerated in this paragraph are contrary to the ideals of professionalism and to the Police Department's community responsibility. Accordingly, it is understood and agreed in the event of any violations of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction. For the purpose of this article, it is agreed that IUPA will not sanction nor endorse the undertaking of actions in violation of the law by its members or employees.

ARTICLE 5
PERSONNEL RECORDS

- 5.1 Each employee covered by this Agreement shall have the right to inspect their official personnel file, provided however such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make one duplicate copy at city expense of any item contained in their official personnel file.
- 5.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file after the effective date of this Agreement because of supervisory action or citizen's complaint. Any such written response shall be included in the employee's official personnel file together with the letter of reprimand, or other document, against which it is directed.
- 5.3 As required by law (§119.071(4)(a)1 and (d)2.a, Florida Statutes, or as later amended), and in order to protect the privacy and promote the safety of individual officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or personnel records without their consent.
- 5.4 To the extent required by law, the identity of any employee involved in a use of deadly force may be withheld from news media or public release.

ARTICLE 6

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

- 6.1 A normal pay period shall consist of two (2) consecutive weeks of eighty (80) hours for all employees. Nothing herein shall guarantee any employee payment for the work period unless the employee actually works eighty (80) hours in such pay period, or their actual hours worked and their authorized compensated leave totals eighty (80) hours.
- 6.2 Hours worked in excess of eighty (80) hours, as applicable in a work period, shall be compensated at the rate of time and one-half of the employee's regular straight time rate, also known as "premium pay." As in paragraph 6.1 of this article, the hours of approved PTO will be considered "productive time" and count as if the employee was actually at work and will not be used to avoid/offset the payment for any hours of premium pay or Holidays earned during a pay period.
- 6.3 If any employee covered by this Agreement is called-out to work at a time outside and their normal working hours, the employee shall receive a minimum of three (3) hours premium pay at the rate of time and one-half and their straight time rate.
 - A. If an employee is contacted for a business-related matter while off-duty, then they shall be compensated on the basis of one-quarter hour (15 minutes). If the contact or required response exceeds 15 minutes, the employee shall be compensated for a minimum of one hour.
 - B. The City of Bunnell permits employees to accumulate compensatory time in lieu of the payment of overtime (premium pay). An employee covered by the Agreement may elect to bank time otherwise eligible for premium pay as compensatory time up to 144 hours per calendar year. The use of compensatory time shall be deemed "productive time," and not be used to prevent the payment of premium pay.
- 6.4 The aforementioned minimum call-out compensation and the other provisions of paragraph 6.3 of this Article shall apply for off-duty appearances as a subpoenaed witness in the Federal, Circuit, or County Courts on pending work-related criminal, civil, or traffic cases where the employee is involved as a witness, in their official capacity, arresting officer, and/or investigation officer.
- 6.5 No supervisor or official shall take action to cause the non-payment of time and one-half (premium pay) when the employee performed work, which entitles them to such payment.
- 6.6 Management will not unilaterally change or alter work schedules to avoid the payment of overtime.

- 6.7 Management shall make a good faith effort to assign overtime as equally as possible.
- 6.8 Employees shall be given seven days (7 days) notice prior to any permanent change in their regular hours of work; except in case of emergency situations. The Employer will avoid scheduling an employee to work continuous shifts. If an employee is not notified prior to twenty-four (24) hours of a shift change, he/she shall receive one and one-half times the straight time hourly rate for the first twenty-four (24) working hours of the new shift.
- 6.9 Employees required by Management to remain in the workplace during emergency situations in a stand-by capacity shall be compensated hour-for-hour. In accordance with this Agreement, the employee may elect to receive premium pay or compensatory pay.
- 6.10 A shift work schedule will be posted showing the schedule for a period of at least 28 days and will be posted at least seven (7) days in advance of the expiration of the previous schedule.
- 6.11 Patrol Shifts will be for twelve (12) hours for all employees covered by this Agreement. Employees covered by this Agreement in a specialized duty assignment, such as K-9, Motors/Traffic, Detective, Community Outreach, or other specialized assignment may be assigned alternate shift schedules at the discretion of the Chief of Police or their designee.
- 6.12 Department meetings may be held on officer's on-duty time for the purpose of conveying anything pertaining to the operation of the Bunnell Police Department. At their discretion, Management may conduct meetings with employees covered by this Agreement. Off-duty employees are eligible for premium pay in accordance with the call-out procedures in section 6.3.
- 6.13 At no time will volunteers be used to replace the duties, or functions, of regular full-time certified officers. The City may institute programs utilizing civilians to assist full-time certified police officers in accomplishing tasks which do not require the presence and/or authority of a full-time certified police officer. It is not the intention of the City to use any such program to replace any full-time certified police officer. This limitation does not apply to Police Reserve Officers who meet the standards established by CJSTC.
- 6.14 Employees assigned to K-9 or Motors/Traffic duties will be compensated for four (4) hours per two-week pay period for off-duty care and maintenance of assigned equipment and tools.

ARTICLE 7 ASSIGNED VEHICLES

Goals of the Assigned Vehicle Program:

- A. Promote the safety and security of the citizens of Bunnell, FL, by providing greater visibility and presence of marked police vehicles on the streets and highways.
- B. Increase police/community relations through mutual understanding of police department objectives by increased personal contacts and services performed by the members, whether on- or off-duty.
- C. Deter crime by limiting the opportunity for persons to commit a criminal act by the presence of more police officers and police vehicles.
- D. Provide a rapid response to certain types of calls and therefore increase the opportunity to apprehend criminals.
- E. Reduce maintenance costs on police vehicles in the fleet.
- F. Provide for a rapid response of off-duty personnel when called back to duty for emergencies, severe weather, hurricanes etc., and any other situation causing an immediate impact on the safety and security of the citizens of Bunnell, FL.

- 7.1 The City will make a good faith effort to assign each employee covered by the Agreement a marked/unmarked take-home police vehicle, when available, for those officers residing in Flagler or Volusia County, FL. At their discretion, the Chief of Police may provide an employee covered by this Agreement residing outside of Flagler/Volusia counties a marked/unmarked take-home police vehicle when available.
- 7.2 Assigned vehicles may be driven in accordance with the official policies of the Bunnell Police Department.
- 7.3 Employees directed and authorized to use their private automobile for personal conveyance related to official business shall be reimbursed in accordance with the mileage allowance permitted by the City.

ARTICLE 8
DISCIPLINE AND DISCHARGE

- 8.1 Non-probationary Employees covered by this Agreement shall not be discharged or disciplined, except for just cause.
- 8.2 In the event an employee, who successfully completed their probationary period, is discharged, suspended, or demoted, the City will furnish the employee with written notification of reason for the discharge, suspension, or demotion, which shall be hand delivered to the employee prior to effective date or sent by certified mail, return receipt requested, to the address of employee as recorded in the City's personnel records.
- 8.3 Upon request, an employee covered by this Agreement may obtain one copy of any written statement, which they personally gave to Management in connection with any investigation based upon which disciplinary action can, or will be, taken against the employee.
- 8.4 In the event an employee becomes the subject of a formal departmental internal investigation arising from any complaint or allegation which could result in adverse disciplinary action, the department shall provide written notification of such complaint or allegation to the subject employee(s), to include the names of all complainants, and of the disposition of the complaint upon conclusion of the formal investigation. All investigations shall comply with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute § 112.531 - 112.535.
- 8.5 In the event an employee covered by this Agreement is charged with conduct which might affect job performance or endanger the public good, such employee, may with the approval of the City Manager, be suspended with or without pay.
- 8.6 If an employee is suspended without pay or discharged, and the charge is determined to be unfounded, un-sustained, or the employee is exonerated, the employee shall receive all back pay retroactive to the time of suspension or discharge.

ARTICLE 9
INSURANCE

- 9.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense.

ARTICLE 10

LEAVE OF ABSENCE

- 10.1a The City Manager may grant any employee covered by this Agreement a leave of absence with or without pay for a period not to exceed thirty (30) days.
- 10.1b Leaves of absence without pay for a period more than thirty (30) days, but not more than one year, may be granted only upon the written approval of the City Manager.
- 10.1c Failure of an employee covered by this Agreement to return to duty upon expiration of their authorized leave of absence shall constitute the resignation of that employee. Holidays, PTO, seniority, and any other benefits based on time spent in the employment of the City shall not accrue, nor be credited, during a leave of absence without pay.
- 10.1d During an authorized leave of absence without pay, the employee may maintain their life insurance by paying both theirs and the City's share of any premiums due, for a period not to exceed ninety (90) days.
- 10.1e Merit increases and any other increases for which an employee may become eligible based in whole, or in part, on length of service with the City, shall not be credited during any period of leave of absence. The employee shall be returned to the same salary grade as when their leave of absence began. However, to maintain continuity of operations, Management may reassign the employee to a different assignment than when the employee's leave of absence began.
- 10.2 Any employee covered by this Agreement may be authorized educational leave for the purpose of taking courses, or attending conferences, and/or seminars directly related to the employee's work as determined by the Chief of Police. The decision to grant, or not to grant, such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Chief of Police.
- 10.3 An employee covered by this Agreement, who is a member of the National Guard or Reserve Unit of the United States military, will be allowed a maximum of seventeen (17) calendar days of military leave during any twelve (12) month period when called to active duty or for training with the armed forces. During such period of leave, the employee's benefits continue in the same manner as if they were on active duty with the City.

ARTICLE 11
WORKERS' COMPENSATION BENEFITS

- 11.1 Employees disabled because of an injury arising out of and in the course of performing their duties will be governed by Florida Statutes, Chapter 440, Workers' Compensation law.
- 11.2 Employees shall comply with all City policies concerning Workers' Compensation incident reporting and related matters.

ARTICLE 12

PAID TIME OFF (PTO)

12.1 Except for the first six (6) months from initial employment, excluding promotions, employees covered by this Agreement may utilize their accrued PTO according to the following guidelines.

12.2 PTO Guidelines

A. Scheduling

1. To the extent possible, PTO is to be requested and approved by the Chief of Police and/or supervisor in advance; the amount of advance notice may vary depending on operational and employee needs.
2. The Chief of Police and/or supervisors are responsible for scheduling PTO in a manner, which balances the operational and service needs of the department with the time off preferences of the employee. The Chief of Police and/or supervisor may deny a PTO request which may adversely affect operations or cancel previously approved PTO requests if unexpected circumstances arise which require the employee's attendance.
3. In the event of illness or emergency, the employee must notify their supervisor no later than one (1) hour in advance of the employee's scheduled reporting time and explain the need for unscheduled time off. In the event of illness or emergency preventing the employee from reporting to work for periods exceeding one (1) day, the employee must contact the supervisor each subsequent day no later than one (1) hour in advance of the employee's scheduled reporting time. Those employees who do not adhere to these guidelines, or who are directed to report for work and fail to do so, may not be paid and subject to disciplinary action by the City.

Employees who fail to report to work or fail to notify their supervisor for three (3) consecutive workdays shall be considered to have voluntarily resigned without notice. An exception will be made if the employee is found to have been hospitalized or otherwise incapacitated and could not reasonably make notification.

4. Any unscheduled time off for three (3) days or more require a doctor's written certification.
5. Regardless of the reason, should an employee's unscheduled absences occur with such frequency to adversely affect department operations ~~and~~ or prevent the employee from meeting their

employment obligation of regular and reasonable attendance, the City may take corrective action up to and including termination of employment.

6. PTO may be taken during the probationary period upon approval of the Chief of Police.
7. Holidays occurring during a scheduled PTO leave will be paid as holiday pay and not charged to PTO leave.
8. PTO may be taken in no less than (1) hour increments.

B. PTO Tracking

1. The City's Finance Department will maintain a PTO account for each eligible employee and track the beginning balance, current balance, accruals, and usage. PTO does not include compensatory or administrative time.

C. PTO Reporting

1. All employees covered by this Agreement are required to report PTO hours taken during each biweekly pay period by recording the PTO hours on their timesheets and submitting a leave request complete with all authorizing signatures.
2. PTO hours taken will be charged against the employee's PTO account at the conclusion of the biweekly pay period during which it was taken.

D. Excused Absence without Pay in Lieu of PTO

1. Employees carrying PTO balances may not opt to take excused absences without pay in lieu of PTO. Employees with insufficient PTO balances to cover requested periods of time off may be granted excused time off without pay at the discretion of the Chief of Police.

E. PTO Usage During Worker Compensation Leave

1. During Workers' Compensation leave, employees covered by this Agreement shall be fully compensated for time off from regularly scheduled work shifts, not to exceed 5 working days, and no time missed from the workplace will be charged against PTO.

F. PTO Accrual Rate

1. Full-time employees will accrue PTO according to the following schedule based on an 80-hour work period.

Years of Service	PTO Earned
0 – 2	14 days
3 – 5	19 days
6 – 10	25 days
11+	30 days

2. Employees earn PTO for scheduled hours when absent from work in connection with: PTO, holidays, paid leave of absence, bereavement leave, and jury duty. Employees will not earn PTO for scheduled hours when absent from work in connection with: paid or unpaid administrative leave (disciplinary) leave; unpaid leaves of absence; salary continuation; workers' compensation leave; FMLA; or long-term disability leave.
3. PTO accrues from the date of hire.

12.3 PTO Account Balance and Carry Forward Limits

- A. A limit of 600 hours will be imposed on the amount of PTO that can carry forward at the end of the fiscal year to the next. At the end of each fiscal year, unused account balances up to the employee's annual accrual rate will be carried forward to the next fiscal year.
- B. Employees covered by this Agreement whose PTO current account balance exceeds their carry forward limit of 600 hours at the end of the fiscal year will forfeit all hours in excess of this limit. Therefore, all employees should take care to ensure PTO hours in excess of their carry forward limits are exhausted by the end of the fiscal year to avoid any forfeiture of PTO.
- C. Employees with a PTO balance in excess of 480 hours may request payment of up to sixty (60) hours each fiscal year. This request must be presented in writing and approved by the City Manager. Payment will be made on the second pay period following said request and hours requested for payout will be deducted from the PTO balance.
- D. Employees with a PTO balance in excess of two hundred (200) hours may donate PTO time to another employee who exhausted all available leave. Any unused PTO time above two hundred (200) hours may be donated to another employee. An employee may donate up to sixteen (16) hours of PTO for each request and can only donate to an employee of an equal or lesser pay grade. The donation must be made in writing by the donor and specify when the donation is effective, the number of hours to be donated, and the name of the employee to receive the donation.

12.4

Separation from the City

- A. Employees covered by this Agreement are required to furnish in writing a two (2) week notice of intent to separate employment with the City unless waived by the City Manager.
- B. Upon separation of employment, employees covered by this Agreement, who successfully completed three (3) months or more of continuous service shall receive payment of fifty (50%) percent of all unused PTO time.
- C. Upon retirement, employees covered by this Agreement will receive payment for all unused PTO balances.

ARTICLE 13
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ARTICLE 14

MISCELLANEOUS LEAVES

14.1 Extended illness/non-line of duty injury or accident

- A. When an employee's term of non-work illness or injury/accident exceeds accrued personal leave, the granting of leave without pay will be at the discretion of the City Manager. In all instances, a physician's certificate concerning the illness, injury, time of absence, etc., will be required at time of consideration.

14.2 Military Leave

- A. Employees covered under this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the National Guard, shall be entitled to leave of absence from their perspective duties without loss of pay or time, on all days during which they shall be engaged in field, coast defensive exercise, or other training ordered under the provisions of the United States military training regulations, or such personnel, when assigned to active duty; provided however, such leave of absences granted as a matter of legal rights under the provisions of this section shall not exceed seventeen (17) consecutive days in any one annual period, provided further, that leave of absence for additional, or longer periods of time, without pay for assignment to duty with civilian conservation corps, units, or other functions of military character may be granted at the discretion of the City Manager.
- B. Request for military leave shall be submitted in writing at least one (1) month prior to the commencement date of the proposed leave, along with proper orders.

14.3 Court

- A. Employees covered under this Agreement shall receive full pay for any absence from work necessary to serve on a jury, or to attend court as a witness under subpoena, provided however, any compensation received for said service or attendance, other than mileage, shall be paid over the appropriate fund as a salary reimbursement.
- B. Any employee who is required to attend court on his/her day off is exempt from the reimbursement procedure. The employee must return to work when released from duty. These same provisions apply to employees subpoenaed for depositions that are work related.

14.4 FMLA

A. Both parties agree to abide by Federal Law.

ARTICLE 15 HOLIDAYS

15.1 The City will recognize the following as paid holidays:

- New Year Day
 - Martin Luther King Day
 - Good Friday
 - Memorial Day
 - Peace Officers' Memorial Day (May 15th of each year)
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - The Day after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
- A. Employees covered by this Agreement shall receive "Holiday Pay" in the amount of hours equal to their regularly scheduled shift at the regular rate of pay for each of the listed holidays.
- B. If the employee is required to work on any of the listed holidays, then they shall be compensated for each hour worked with premium pay in addition to Holiday Pay.
- C. In order to be eligible for holiday pay the employee must work both his or her last scheduled workday before the holiday and the first scheduled work day after the holiday unless the absence is due to compensated leave.
- D. Employees covered by this Agreement shall receive any additional Holiday Pay designated by the City.

ARTICLE 16
BEREAVEMENT LEAVE

- 16.1 When a death occurs in the immediate family of an employee covered by this Agreement, that employee shall be granted up to five (5) days off as bereavement leave.
- 16.2 Immediate family shall be defined as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, daughter-in-law, brother-in-law, stepparent, grandparents, and grandchildren of the employee. If the employee was raised by someone other than one of the above names, they may request the leave as though they had been reared by one of the above named.
- 16.3 The definition of immediate families is confined to only one set of stepparents or one other set of people if raised by someone other than immediate family as designated by this article. The employee may be required by the City to submit proof or verification should the deaths of the family member occur out of town.
- 16.4 Bereavement leave will not be charged against the employee's PTO account.

ARTICLE 17
VOTING

- 17.1 During a primary, special, or general election, an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open at least one (1) hour before and one (1) hour after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 18

SENIORITY

- 18.1 Seniority shall consist of continuous accumulated paid service with the City.
- 18.2 Seniority shall be computed from the date of appointment. Seniority shall accumulate during the use of PTO, workers' compensation leave, FMLA, or any other leave authorized by the City Manager.
- 18.3 PTO will be granted on the basis of seniority unless unforeseen conflicts arise in which case the decision will be made by the Chief of Police and/or designee.
- 18.4 In the event of lay off reduction of work force, employees shall be laid off in inverse order of seniority in their classifications. Employees to be affected by a lay off shall have the opportunity to bump into a lower paid classification if a permanent appointment to said lower classification was previously held, and the affected employee is senior to an employee in the lower classification. Employees will be called from lay off in the inverse order of lay off, last laid off, first recalled, if said employee to be recalled is physically qualified to perform the work available at time of recall. No new employees will be hired until all qualified employees laid off for less than twelve months are given an opportunity to return to work in accordance with the provisions of this Article. Recall from lay off shall mean notifying a laid off employee to return to work by certified mail, return receipt requested, to the last address listed with the Chief of Police as their home address. Employees recalled shall return to work within fourteen (14) days of the recall notification.
- 18.5 Any employee covered by this Agreement laid off from employment with the City for a period greater than twelve (12) months and ~~is~~ rehired shall accumulate seniority as a new employee.
- 18.6 If a vacancy in any division, unit, or shift occurs, seniority will be given reasonable consideration, but will not be the determining factor.
- 18.7 Seniority will be given reasonable consideration in the selection of any employee to attend any type of school or training class, but will not be the determining factor.

ARTICLE 19 PROMOTIONS

- 19.1 Whenever a budgeted promotional vacancy exists in a classification covered by this Agreement, the Chief of Police, upon conferring with the City Manager shall promote an employee to fill such vacancy within a reasonable period of time.
- 19.2 The promotional probationary period shall be six (6) months following the promotion and may be extended an additional six (6) months at the discretion of the Chief of Police.
- 19.3 An officer with three (3) years of full-time sworn law enforcement service with any law enforcement agency or military police unit is eligible to take the promotion test for Sergeant.
- 19.4 The promotional process will be as outlined in the Bunnell Police Department General Orders, Promotional Policy, Number 34.1 as revised.
- 19.5 In the event a vacancy exists and an internal candidate is not qualified for promotion to Sergeant, Management may seek external candidates who meet the minimum requirements for the job. Further, Management reserves the right to employ an external candidate for Sergeant at a higher pay rate than base pay depending upon experience and qualifications.

ARTICLE 20
BULLETIN BOARD

- 20.1 The City shall provide IUPA a bulletin board in the squad room of the police department that IUPA may use to post notices of IUPA's recreational and social functions, elections, IUPA business meetings, and names and addresses of officers, directors, and representatives of the Union.

- 20.2 A copy of each notice to be posted shall first be transmitted to the Chief of Police, or their designee, prior to posting and their approval will be their initials on the item to be posted.

- 20.3 Other City bulletin boards, or blackboards, or similar structures may not be used for IUPA purposes.

ARTICLE 21

DUES DEDUCTION

- 21.1 Upon receipt by the Chief of Police or their designee of a properly executed written authorization card from an employee, the City agrees to deduct IUPA dues of such employee from their wages. The dues so collected shall be transmitted to the IUPA once per month. The dues collected for the IUPA Labor Council/Legal Defense will be remitted monthly.
- 21.2 The City will also submit a roster of all dues paying members at least quarterly to the IUPA. The City shall have no responsibility, or any liability, for the improper deduction system.
- 21.3 IUPA shall notify the City in writing thirty (30) working days prior to any change in regular IUPA dues.
- 21.4 Under no circumstances shall the City be required to deduct IUPA fines, penalties, or assessments from the wages of any member.
- 21.5 Employees covered by this Agreement, may upon thirty (30) days written notice to the City and IUPA, have the City cease deducting dues from their wages.
- 21.6 The City has the right to discontinue an employee's dues deductions upon resignation, termination, transfer, promotion, or any other act, which removed the employee from the bargaining unit.
- 21.7 In the event an employee's salary earnings within any pay period, after deductions for withholding, pension, or social security, health and/or hospitalization insurance, or other standard, or legally required deductions, are insufficient to cover dues and special assessment, it will be the responsibility of IUPA to collect its dues for the pay period from the employee.

ARTICLE 22
IUPA REPRESENTATIVE

- 22.1 IUPA shall be represented by the Staff Representative/Business Agent of IUPA or his/her representative.
- 22.2 The Business Agent and one member of the Negotiating Team, if employees of the City, shall be permitted to attend bargaining sessions and hearings without loss of pay.
- 22.3 An employee representative of IUPA and/or Staff Representative/Business Agent shall be permitted reasonable access to all departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper notification to the Chief of Police.

ARTICLE 23
WORKING OFF-DUTY

- 23.1 Upon approval of the Chief of Police, bargaining unit employees shall be allowed to work off-duty in uniform, and with a City police vehicle when required by the detail. The Chief of Police shall have cause to deny an employee the right to work an off-duty detail.
- 23.2 Officers engaged in off-duty details will be compensated at their hourly rate of premium pay. The City will invoice the vendor a standard hourly rate to recover all associated costs with providing off-duty detail officers. The City may modify the hourly rate charged to vendors to cover expenses as they increase or decrease.
- 23.3 Officers working off-duty details will receive a minimum of three (3) hours regardless of the amount of time worked.
- 23.4 Officers working off-duty details on any of the holidays listed in Article 15 will be paid according to Section 15.2.
- 23.5 Officers working off-duty details will be considered as covered by Workers' Compensation.
- 23.6 Upon written request, the City will meet with IUPA to discuss the rate being charged.

ARTICLE 24
INDIVIDUAL RIGHTS

- 24.1 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of IUPA.
- 24.2 Nothing contained in this Agreement shall foreclose any employee from discussing a problem directly with his immediate supervisor or other departmental officials without the intervention of IUPA; provided the immediate supervisor or other departmental official agrees to discuss and/or to attempt to resolve the matter outside the formal grievance procedure. In matters involving a formal grievance, IUPA shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 25

INTERNAL INVESTIGATIONS

- 25.1 The parties recognize the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties.
- 25.2 The parties recognize the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions and complaints may arise concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, the Chief of Police, whose primary concern must be the security of the City and the preservation of public interest.
- 25.3 The parties agree to follow Florida State Statutes §§112.531 - 112.535 known as the Law Enforcement Officers Bill of Rights. Any provisions of this Article not covered, or in conflict with, the Law Enforcement Officers Bill of Rights, the State Law shall prevail.
- 25.4 In order to maintain the security of the City and protect the interest of citizens, the parties agree the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, any interrogation of any employee covered by this Agreement for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:
- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
 - C. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
 - D. The employee under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall

be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of an employee, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.
- I. At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.
- J. Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- K. No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or

appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

- L. Whenever an employee is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the Chief of Police before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal.

The contents of the complaint and investigation shall remain confidential until such time as the employing law enforcement agency makes a final determination whether or not to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal.

- M. Disciplinary action, suspension, demotion, or dismissal may not be undertaken by the City against an employee for any act, omission, or other allegation or complaint of misconduct, regardless of the origin of the allegation or complaint, if the investigation of the allegation or complaint is not completed within 180 days after the date the agency receives notice of the allegation or complaint by a person authorized by the agency to initiate an investigation of the misconduct.

If the agency determines disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the employee of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable.

Notice to the officer must be provided within 180 days after the date the agency received notice of the alleged misconduct, regardless of the origin of the allegation or complaint, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the employee.
2. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.

4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.
5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.
6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

An investigation against an employee may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

7. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
8. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

- N. The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel; No other terminology may be used.
- O. Only "sustained" complaints will be inserted in an officer's personnel record.
- P. "Not- sustained" "unfounded" and "exonerated" complaints will not be inserted in an officer's personnel record.

- Q. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees not to make any statements concerning the validity of the allegations under investigation until such time as the employee under investigation, or any organization, or person representing said employee, make public statements concerning the allegations under investigation. The City shall have the right to respond in any manner it deems appropriate.
- R. No suspension, demotion, or termination will be instituted until the employee's grievance procedures are completed.
- S. Any employee charged with a felony by indictment or information may be placed on unpaid administrative leave by the Chief of Police or City Manager.

ARTICLE 26

GRIEVANCE AND ARBITRATION PROCEDURE

26.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, or interpretation of this Agreement only. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step.

- A. Time limits specified in days shall mean working days Monday through Friday excluding holidays.
- B. This Grievance procedure, and arbitration, shall be exclusive to IUPA. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes, or other applicable laws, no employee covered by this Agreement may file a grievance or request arbitration without written authorization from IUPA. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of this Agreement. Any non dues paying bargaining unit member covered by this agreement, shall be required to bear the full cost of preparing, and presenting his/her own case, to include payment for any representation by an attorney or other representative.

26.2 Grievances shall be presented in the following manner:

Step 1. The employee shall first take up his grievance with their immediate supervisor within ten (10) workdays of the occurrence of the events, which gave rise to the grievance. If the events which gave rise to the grievance occurred at a time when the employee was on sick leave, vacation, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. This first step shall be on an informal or oral basis, and shall be witnessed by a representative of IUPA.

Step 2. Any grievance, which cannot be satisfactorily completed under Step 1 shall be reduced to writing by the employee and presented within five (5) working days of the day of completion of Step 1, either through a representative of IUPA and the employee, or by the employee himself at the employee's option, and discussed with the Chief of Police. The Chief of Police shall, within five (5) workdays after presentation of the grievance, render his decision on the grievance in writing.

Step 3. Any grievance, which cannot be satisfactorily settled with the Chief of Police in step 2 shall within five (5) workdays after completion of Step 2, be discussed with the City Manager, who shall within seven (7) workdays after this discussion, render his decision in writing, with a copy to IUPA.

Step 4. In the event the grievance processed as above has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fifteen (15) work days after the City Manager renders a written decision the grievance. The arbitrator may be an impartial person mutually agreed upon by, both parties.

However, in the event the parties are unable to agree upon an impartial arbitrator within fifteen (15) work days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh who shall be the arbitrator.

Step 5. The City and the employee of IUPA shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which is not a grievance as defined in this Agreement, not shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.

Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.

Step 7. The Arbitrator's award shall be final and binding on both parties.

ARTICLE 27
SEVERABILITY CLAUSE

- 27.1 Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered, or declared invalid by reason of any existing, or subsequently enacted state, or federal legislation, or by a decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28
RULES AND REGULATIONS

- 28.1 Upon request from Union (IUPA) copies of all rules and regulations and changes will be provided.
- 28.2 City policies or department regulations in conflict with this agreement will be amended or rescinded within 60 days of ratification of this agreement.

ARTICLE 29
PENSION

- 29.1 Eligible employees will continue to participate in the Florida Retirement System during the life of this contract.
- 29.2 Employees that are not eligible for participation in the Florida Retirement System (FRS), will be placed in the ICMA 401a retirement program in which the City of Bunnell currently participates. Those employees will participate at the same rate as other sworn law enforcement employees of the City of Bunnell.

ARTICLE 30
SAVINGS CLAUSE

- 30.1 The Agreement will not deprive any employee of any benefits, or protection granted by federal legislation, the laws of the State of Florida, the ordinances of the City of Bunnell, or the personnel rules and regulations of Bunnell and its Police Department Rules and Regulations unless abridged by this contract.

ARTICLE 31 EQUIPMENT

31.1 Each marked police vehicle will be equipped with the following equipment:

- A. Siren
- B. Overhead lighting that flashes giving off adequate light to indicate the vehicle is a police vehicle.
- C. A protection barrier
- D. Fire Extinguisher
- E. First Aid kit
- F. Flashlight with baton for traffic direction
- G. Vehicle mounted police radio

31.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Flashing emergency light giving off adequate light to indicate the vehicle is a police vehicle.
- C. Fire Extinguisher
- D. First Aid kit
- E. Vehicle mounted police radio

31.3 No other equipment is permitted to be installed by an officer in the vehicle without a written request and description of the necessity from the officer and permission granted by the Chief of Police.

31.4 The City reserves the right to add or remove any additional equipment not listed in this Agreement it deems necessary to/from the marked/unmarked police vehicles as per the department's policies.

31.5 Each marked/unmarked police vehicle assigned to an officer shall be maintained and kept in a state of repair so as to meet the Florida State Statutes at all times in respect to safety requirements. The officer assigned to the vehicle shall follow the procedures for having the vehicle maintained as required by departmental policy.

ARTICLE 32 UNIFORMS AND EQUIPMENT

- 32.1 The City agrees to provide the following clothing and/or equipment to the employees covered by this Agreement, except K-9 and Motors/Traffic officers, upon employment. The City reserves the right to add or remove any additional clothing/equipment not listed in this Agreement it deems necessary.

Issued	Description
Class A Uniform	One (1) Campaign hat One (1) Long sleeve uniform short One (1) Dress trousers One (1) Clip-on tie
Class B Uniform	Two (2) Short-sleeve polo shirts Two (2) BDU pants
Class C Uniform	Three (3) Short-sleeve t-shirts Three (3) BDU pants
Badges	One (1) Shirt One (1) Wallet
Name Tag	One (1) Metallic for Class A uniform One (1) Name Strip for Outer-carrier
Jackets	One (1) Rain One (1) Winter
Vests	One (1) Custom-fit NIJ Level II bullet-resistant vest with inner and outer carriers One (1) ANSI High-visibility
Weapons	One (1) Semi-automatic Handgun Three (3) Magazines One (1) Taser (upon proof of certification)
Belts	One (1) Complete duty belt with holster, handcuffs, handcuff case, magazine case, glove pouch, inner belt
Footwear	One (1) pair of boots

	(limit \$150.00 annually per non-probationary employee)
Other	One (1) Citation holder

- 32.2 The City agrees to repair or replace said clothing/equipment due to normal wear and tear after the item has been presented for inspection.
- 32.3 Personal property required in the line of duty damaged or destroyed in the performance of such duty shall be replaced by the City. If reimbursed for the damaged item by the court, said reimbursement shall go to the City. Wearing expensive personal items is discouraged and ~~are~~ not considered required.
- 32.4 All replacement items will be furnished to the bargaining unit member as soon as possible.
- 32.5 Employees covered by this Agreement shall be required to maintain the clothing/equipment outlined in this Article in an acceptable condition as prescribed by the Chief of Police. Employees shall return all assigned uniforms and equipment, regardless of condition, to the Chief of Police or their designee in the event of separation or transfer; and, to otherwise be accountable for said clothing and equipment.
- 32.6 All clothing and equipment outlined in this Article shall be provided at no expense to the employee.
- 32.7 The City agrees to provide each full-time sworn officer with cleaning service for issued uniforms to be established with a vendor selected by the City.
- 32.8 The City retains ownership of the issued semi-auto firearm and the three (3) magazines. In the event an employee is separated or resigns they shall return the issued firearm and magazines to the Chief of Police or their designee. Upon retirement, the employee will be allowed to retain their issued firearm.
- 32.9 Any replacements or repairs must be approved by the Chief of Police or their designee.

ARTICLE 33 EDUCATION

- 33.1 The City agrees to post notices of any forthcoming courses and seminars that are directly related to Police Department employees. Each employee will be allowed ample time and opportunity to evaluate and prepare for attendance.
- 33.2 Employees will notify the Chief of Police of a desire to attend such courses. The Chief, in turn, may arrange scheduling of shifts so as to allow an employee attendance.
- 33.3 Eligible employees desiring to attend courses and seminars will be assigned by the Chief based on the Department's needs.
- 33.4 All cost will be paid for by the City, including transportation and appropriate time off for the attendance of the courses and seminars, provided the employee completes the course of instruction.
- 33.5 Attendance of seminars and courses shall have prior approval by the Chief of Police if the City is expected to pay.
- 33.4 Any employee covered by this Agreement may be given educational leave for the purpose of taking college courses or attending conferences and/or seminars directly related to the employee's work as determined and approved by the Chief of Police. An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if they were on active duty during the period of leave. Entitlement to benefits for employees on partially compensated, or uncompensated, educational leave shall be determined by the City Manager.
- 33.5 An employee may request in writing to the Chief of Police for a tuition reimbursement grant from the City if the employee is working toward an Associate's, Bachelor's, or Master's degree in a police-related field. The City agrees to reimburse the employee's entire paid expenses for tuition, lab fees and books upon written proof of payment and either a passing grade or a minimum grade of "C". Pre-approval by the Chief of Police is required and subject to a maximum reimbursement of \$2400 per fiscal year.
- 33.6 The employee will not receive reimbursement if the employee receives a grade below "C" or receives a "fail" in a pass/fail class grading system.
- 33.7 In the event an employee covered by this agreement separates employment with the City after receiving a tuition reimbursement grant under this article, the employee will be required to refund the City a prorated amount of the grant. Such refund shall be based on the following sliding scale:

Period	To Be Refunded
Within one (1) year	100% of the grant
Within two (2) years	75% of the grant
Within three (3) years	50% of the grant
Within four (4) years	25% of the grant
Within five (5) years	0% of the grant

33.8

The required refund amount will be determined by the City's finance department and will be deducted from the employee's unpaid PTO and/or final wages. Any remaining balance by the employee shall be paid within 30 calendar days after separation with the City.

ARTICLE 34

TRAINING

- 34.1 All sworn officers will be required to train and qualify with their duty weapon and shotgun annually. The training will be conducted by a Certified Firearms Instructor. All ammunition used for this purpose will be furnished by the City. Any employee required to attend such training during their off-duty hours shall be compensated in accordance with Article VII, Hours of Work and Overtime.
- 34.2 The City agrees to make every effort to promote classroom type, and/or on-the-job training, for the purpose of improving the performance of sworn officers, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.
- 34.3 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques, the City will make every reasonable effort to facilitate the employee attending such training during their normal working hours. In the event the City is unable to schedule the employee to attend such training during their normal working hours, the employee shall be required to attend such training during their off-duty hours; provided, however, the time spent by the employee in such training during their off-duty shall be compensated in accordance with Article VII, Hours of Work and Overtime.
- 34.4 Employees promoted to the next highest rank will receive field training during the probationary period, and formal training at the earliest opportunity.
- 34.5 Any training, which is required to maintain an employee's State Certification, shall be done on City time, exclusive of overtime.
- 34.6 Employees assigned as certified Field Training Officers will receive an additional five (5%) percent pay increase while engaged in training new officers.

ARTICLE 35 COMPENSATION

35.1 Pay Plan

Effective upon ratification of this Agreement by the City Commission, the following pay plan shall apply to all employees covered by this Agreement:

Grade	Minimum	Maximum	Classification
201	\$50,000.00	\$75,500.00	Police Officer Police Detective
202	\$55,100.00	\$83,660.00	Police Corporal
203	\$60,812.00	\$92,799.20	Police Sergeant

Effective upon ratification of this Agreement by the City Commission, the base pay of each employee specified below shall be adjusted based on the results of the City's salary study, as follows:

Last Name	First Name	Job Title	Hourly Base Pay	Annual Base Pay	Change to Base Pay
Taylor	Kenneth	Police Officer	\$ 24.54	\$ 51,043.20	\$ 9,831.12
Kilpatrick	Alexander	Police Officer	\$ 24.70	\$ 51,393.20	\$ 8,630.48
Ogden	Alton	Police Officer	\$ 25.21	\$ 52,433.20	\$ 10,434.88
Wichman	Michelle	Police Officer	\$ 26.55	\$ 55,220.20	\$ 6,691.72
Zapatarodriguez	Adrian	Police Officer	\$ 25.71	\$ 53,483.20	\$ 7,400.80
Traylor	Jeffrey	Police Officer	\$ 28.54	\$ 59,363.20	\$ 18,151.12

35.2 New Employee Starting Salaries

A new employee will be hired at a rate of pay within the pay range of a classification based upon the new employee's number of years of prior law enforcement or military police experience, in accordance with the following table:

Years of Experience	Officer		Sergeant	
	Base Annual	Base Hourly	Base Annual	Base Hourly
0.00 – 0.99	\$50,000.00	\$24.04	\$60,812.20	\$29.24
1.00 – 2.99	\$51,043.20	\$24.54	\$61,859.20	\$29.74
3.00 – 5.99	\$52,083.20	\$25.04	\$62,899.20	\$30.24
6.00 – 8.99	\$53,123.20	\$25.54	\$63,939.20	\$30.74
9.00 – 11.99	\$54,163.20	\$26.04	\$64,979.20	\$31.24
12.00 – 14.99	\$55,203.20	\$26.54	\$66,019.20	\$31.74
15.00 – 17.99	\$56,243.20	\$27.04	\$67,059.20	\$32.24
18.00 – 20.99	\$57,283.20	\$27.54	\$68,099.20	\$32.74
21.00 – 23.99	\$58,323.20	\$28.04	\$69,139.20	\$33.24

24.00 – 26.99	\$59,363.20	\$28.54	\$70,179.20	\$33.74
27.00 – 29.99	\$60,403.20	\$29.04	\$71,219.20	\$34.24
30+	\$61,443.20	\$29.54	\$72,259.20	\$34.74

35.3 Annual COLA

Beginning October 1, 2023 and on each October 1 thereafter, salary ranges as well as the base pay of employees covered by this Agreement shall be adjusted upward using the Consumer Price Index (CPI-U), US city average, promulgated by the U.S. Department of Labor, Bureau of Labor Statistics, using the annual average for “all items” most recently promulgated prior to June 1st of that year or two-point five percent (2.5%), whichever is less. In years where the CPI-U less than or equal to one percent (1.0%) but greater than zero percent (0.0%), salary ranges as well as the base pay of employees covered by this Agreement shall be adjusted upward by one percent (1.0%). In years where the CPI-U is at or below zero percent (0.0%), there will be no such adjustments made to salary ranges or the base pay of employees covered by this Agreement.

35.4 Annual Evaluations / Merit Increases

All employees covered by this Agreement will be evaluated annually on their date of position after completing a minimum of one (1) year in their current position. Performance ratings will be determined by the employee’s immediate supervisor in conjunction with the Chief of Police and will be subject to approval by the City Manager. Employees who receive a satisfactory rating on their annual performance appraisal will be eligible for a merit increase to their base pay unless they have reached the maximum of their pay range. Performance increases will be determined based on the employee’s performance rating, ranging from one percent (1%) to three percent (3%). Employees that are rated unsatisfactory will not be eligible for a performance increase.

All performance evaluations shall be conducted in accordance with the “Annual Employee Performance Evaluation/Work Plan – Competency-Based”, attached hereto as Exhibit “A”, which is applicable to Police Officers and Police Detectives, or the “Annual Management Performance Evaluation/Work Plan – Competency-Based”, attached hereto as Exhibit “B”, which is applicable to Police Corporals and Police Sergeants. Collectively, such forms shall be referred to as the “Annual Performance Evaluation Forms”. The applicable Annual Performance Evaluation Forms may be updated by the City from time to time on a City-wide basis.

35.5 Merit Increase Appeal Procedure

In the event an employee disagrees with the percentage of the merit increase determined through the annual evaluation process, the employee may utilize the following procedure, which shall be the exclusive procedure and remedy for such disagreement:

- A. The employee must submit in writing to the Chief of Police the employee’s request for a merit increase appeal and the empanelment of a hearing panel. Such request must be made within five (5) calendar days after the employee was notified of the annual evaluation merit increase determination.

- B. A three (3) member panel shall be empaneled to hear the appeal. The employee shall choose one panel member who is a member of City staff, or an official with IUPA. The Chief of Police shall choose one panel member who is a member of City staff. The two members selected shall thereafter agree upon and choose a third panel member, who shall be a sworn law enforcement officer with a Volusia County law enforcement agency. The panel shall be subject to and at all times shall adhere to the requirements of the Sunshine Law.
- C. Absent mitigating circumstances, the panel shall meet within 30 calendar days after the filing of the appeal to hear the appeal and make a decision thereon. The panel may hear and receive evidence and argument from the employee and/or the employee's designees, and from the Chief of Police and/or designees. The panel's determination shall be based upon the evidence and argument presented, applying the evaluation criteria, metrics, and methodology of the applicable Annual Performance Evaluation Form. The panel shall render a decision in writing, directed to the Chief of Police. If the panel finds that an increase to the initial merit determination is warranted, the merit increase shall be increased by 1%. For example, in such an instance, if an employee was initially given a 1% merit increase, the merit increase would be adjusted to 2%. If the panel upholds the initial merit increase determination, the initial merit increase determination shall stand. The panel shall not be empowered to decrease or adjust downward an initially granted merit increase. Upon the rendering of the panel's decision, such decision shall be considered final and the appeal concluded among all parties. Upward adjustments in merit increases shall be retroactive to the date the initial merit increase determination went into effect.

35.6 Longevity Pay

All employees covered by this Agreement shall receive longevity pay in the amount of \$0.17 per hour for each full year of completed service as of as of the employee's anniversary date. Years of service will be calculated using continuous years of service with the City of Bunnell without a break in employment. Longevity pay is estimated to be \$350.00 per year, though overtime will increase the total amount of longevity pay.

ARTICLE 36
PROBATIONARY PERSONNEL

36.1 All new employees covered by this Agreement, except for promotions, shall serve a probationary period of one (1) year in duration, which may be extended up to six (6) months, upon recommendation of Field Training Officer, Supervisor, or Chief of Police.

Probationary period will begin from date of employment and will not exceed eighteen (18) months from date of hire.

Probationary employees shall be subject to all other terms and conditions of this agreement and applicable Personnel Rules and Regulations.

36.2 Upon completion of said probation period, employees shall be known as permanent employees and notified of such in writing. Seniority rights and tenure shall accrue from commencement of the full-time probationary period and shall be considered a part of such employee's seniority rights.

36.3 Probationary employees are considered at-will and subject to dismissal without cause or appeal.

ARTICLE 37
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- 37.1 In the event the City Manager determines there is a need to temporarily fill a regularly budgeted vacant supervisory position with an employee from a lower classification, and there exists no current eligibility list relative to the budgeted position, the Chief, with approval of the City Manager, may select an employee from a lower classification to temporarily fill such budgeted position.
- 37.2 If the employee selected for the temporary position is not selected to the permanent position, this employee shall be returned to their previous classification and pay rate.
- 37.3 An employee who is temporarily assigned to a position of higher rank for fifteen (15) calendar days or more shall be entitled to a five percent (5%) increase above their hourly rate, retroactive to the first day of assignment. Any temporary assignment shall be carried through via personnel action forms and be subject to grievance procedure.

ARTICLE 38

PERFORMANCE EVALUATIONS

- 38.1 The City shall provide an annual performance evaluation for each employee covered by this agreement. The annual anniversary date of the employee's initial hire or promotion date will determine when the annual evaluation is due. Any delay by the City to present the employee's annual evaluation shall not preclude the employee from receiving any benefits provided by the City.
- 38.2 Rather than accumulate alleged performance deficiencies of an employee covered by this Agreement and waiting to address in the employee's annual evaluation, the member's supervisor must address with the member, either formally or informally, any perceived performance deficiencies or disciplinary issues within thirty (30) days of occurrence. Any documented deficiencies may only be included in a member's evaluation only if they were addressed with the employee within 30 days of the incident. By way of example, if an employee is allegedly having problems with report writing, a Sergeant can simply print the report showing the errors, write comments on the report, and have the employee date and initial it.
- 38.3 Nothing in this agreement prohibits a supervisor from the practice of maintaining informal supervisory notes as a means of documenting deficiencies so long as the supervisor can demonstrate the deficiencies were addressed within 30 days of occurrence. By way of example, if a supervisor chooses to informally document deficiencies in the form of supervisory notes, the notes shall contain a brief description of the deficiency, date and time discussed with the employee, and shall contain the employees dated initials/signature.
- 38.4 The only exception to this article is performance deficiencies addressed through the internal affairs investigation process addressed through Article 25 Internal Investigations. Unless properly tolled, internal investigations must be completed within 180 days. Adverse disciplinary action arising from a sustained internal affairs investigation may result in a range of consequences including a modification in the employee's assignment and compensation, suspension from employment, demotion, and/or separation from employment.

ARTICLE 39
PUBLIC HEALTH EMERGENCIES

- 39.1 Employees covered by this Agreement who are required by the City (or any other public entity) and/or a medical provider to quarantine because of exposure, or potential exposure, to an identified condition or disease must be provided with leave with full pay and benefits for the duration of the quarantine.
- 39.2 Quarantine-related paid leave shall be in addition to any paid leave employees are already entitled to under this Agreement.
- 39.3 Applicable employees shall not be required to use any other form of accrued paid leave prior to entitlement to quarantine-related paid leave.
- 39.4 The City agrees not to exercise, nor will exercise, the option to exclude applicable employees from eligibility for paid leave under any order or legislation arising from a declared public health emergency.
- 39.5 The City agrees, in terms of the administration of the applicable employees' workers' compensation claims, if an applicable employee tests positive for a condition or disease related to a declared public health emergency, the applicable employee shall be presumed to have suffered a compensable disease under Chapter 440, Florida Statutes and Section 112.1815, Florida Statutes, unless the City shows, by preponderance of the evidence, the applicable employee contracted the disease outside their scope of employment as a City employee.

ARTICLE 40
TERM OF AGREEMENT

- 40.1 This agreement will become effective October 1, 2022 and shall remain in full force until September 30, 2025.

ARTICLE 41
SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective upon ratification and shall remain in full force and effect until September 30, 2025.

CITY OF BUNNELL, FLORIDA

THE INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, Inc.

By: _____
Catherine D. Robinson, Mayor

By: _____
Bob Walker, IUPA Business Agent

ATTEST:

Kristen Bates, City Clerk

Alton Ogden, Employee Representative

Approved as to form and legality for the City
of Bunnell:

Wade C. Vose, City Attorney



Mission, Vision, Values, Principles

Employee Name:

Job Title:

Department:

Supervisor

Performance Period:

Date of Evaluation:

Employees 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 Employee 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)
- City Core Values
- Project deliverables/work assignments – Key Result Objectives
- Employee 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 employees consist of three major categories: 1) City Core Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Core Evaluation Factors. All three areas are equally important for ensuring values- based effective values at the City. As such, these three categories apply to all employees as described below.

1. City Core Values: Our values are the fundamental beliefs of The City of Bunnell. These guiding principles dictate behavior and can help employees understand the difference between right and wrong. Core values also helps the City of Bunnell to determine if we are on the right path and fulfilling our goals by creating an unwavering guide. Thus, our values are our core principles or standards that guide the way we provide exemplary services.

The decisions we make are reflections of our values and beliefs, and they are always directed towards a specific purpose. That purpose is the satisfaction of our individual or collective (organizational) needs. When we use our values to make decisions, we make a deliberate choice to focus on what is important to us.

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 Employee 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>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>				

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></p>				
<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>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>				

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>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>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>				

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>				

II. ACHIEVEMENT OF GOALS

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

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: _____ ÷ 9 Factors Evaluated = Average Rating: _____ Overall Performance Rating:

III. 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:

Employee consistently demonstrates leadership, sets direction, gains commitment for actions consistent with City values. The establishment of department values that link to the City values and mission and vision was exemplary.

Area's for Improvement:

--

Effective _____

Not Effective _____

IV. 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: _____

Date: _____

City Manager Signature: _____

Date: _____

Merit Increase Amount: _____

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:

Job Title:

Department:

Supervisor

Performance Period:

Date of Evaluation:

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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input 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></p>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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.			
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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.			
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 <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>Comments, Examples and Measurables:</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input 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>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. ACHIEVEMENT OF GOALS

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

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: _____ ÷ 20 Factors Evaluated = Average Rating: _____ Overall Performance Rating: _____

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:

Employee consistently demonstrates leadership, sets direction, gains commitment for actions consistent with City values. The establishment of department values that link to the city values and mission and vision was exemplary.

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: _____

Date: _____

Director Signature: _____

Date: _____

City Manager Signature: _____

Date: _____

Merit Increase Amount: _____

Mark Here for 90
Day Evaluations

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