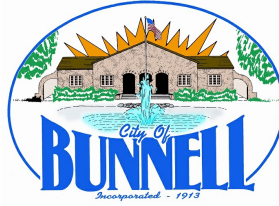


CATHERINE D. ROBINSON
MAYOR

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, June 12, 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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Small Cities Month

B.2. Presentation: Promotion & Swearing-in New Police Sergeants

C. Consent Agenda:

C.1. Approval of Warrant

a. June 12, 2023 Warrant

C.2. Approval of Minutes

a. May 22, 2023 City Commission Executive Strategy Session Minutes

b. May 22, 2023 City Commission Meeting Minutes

C.3. Ratify Local Government Cybersecurity Grant Program with State of Florida
Department of Management Services

C.4. Request approval of the FY24 Work Order for the FDOT Lighting, Maintenance &
Compensation Agreement

D. Public Comments:

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

E. Ordinances: (Legislative):

E.1. Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance

defining Curbside. - Second Reading

E.2. Ordinance 2023-11 Requesting to change the Future Land Use Map in the Comprehensive Plan for 5.0 acres of land, owned by Stephen Strickland, Bearing Parcel ID: 01-13-30-0000-01010-0020 from Conservation-1 to Agriculture & Silviculture Future Land Use designation. - First Reading

E.3. Ordinance 2023-12 Requesting to change the official zoning map for 5.0 acres of land, owned by Stephen Strickland, Bearing Parcel ID: 01-13-30-0000-01010-0020 from Flagler County "AC, Agriculture District" to City of Bunnell "AG&S, Agriculture and Silviculture District". - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request approval for the Stillwell Apartments trash compaction service/maintenance agreement.

H.2. Request Approval to Partner with the City of Palm Coast to Pursue the Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Program

H.3. Discussion of Impact of Senate Bill No. 102

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 June 6, 2023



Proclamation

WHEREAS, small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

WHEREAS, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

WHEREAS, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

WHEREAS, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

WHEREAS, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

WHEREAS, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small-town America; and

WHEREAS, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2022 as Small Cities Month.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby recognize June 2023 as “SMALL CITIES MONTH” in the City of Bunnell and encourage all governments, both federal and state, and all businesses and citizens to work together to invest in small cities and towns for the betterment of all who are impacted by the governments operating in small cities and towns.

Adopted this 12th day of June 2023

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 6/12/2023

Type

Warrant



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Municipal Emergency Service...	IN1812377	01/06/2023	Long Sleeve Shirt	001-0521-521.5220	224.20
Municipal Emergency Service...	IN1802446	12/14/2022	Midnight Navy Pants	001-0521-521.5220	146.44
Nicholson A/C & Heating, Inc.	78105	03/01/2023	Ice Machine	001-0541-541.4400	130.00
McGrath RentCorp and Subs...	2399890	03/22/2023	24 mth lease 3.22.23-4.20.23	001-0521-521.3400	1,885.70
Nicholson A/C & Heating, Inc.	78417	04/01/2023	Ice Machine	001-0541-541.4400	130.00
FEC ROW LLC	45736151	04/28/2023	Elm Ave Culvert Restoration -...	001-0538-538.4600	5,376.00
FEC ROW LLC	45736151	04/28/2023	Change Order 1	001-0538-538.4600	963.20
Flagler CDS, Inc.	160926	05/01/2023	Top Soil repair roadside banks	001-0541-541.5300	297.00
Nicholson A/C & Heating, Inc.	78707	05/01/2023	Maintenance	001-0541-541.4400	130.00
Zev Cohen & Associates, Inc.	77596	05/10/2023	Services through 4.30.23	001-0524-524.3400	3,449.05
North America Fire Equipme...	1207473	05/11/2023	Full Color Police Patch	001-0521-521.5220	250.00
Colonial Life & Accident Insu...	46943110511992	05/11/2023	June 2023	001-2185000	1,056.54
Galls Parent Holdings, LLC	024479312	05/12/2023	Rain Pants	001-0521-521.5220	680.84
DG Hardware, Inc.	115664	05/12/2023	Tank Leaking/Repair for WW...	001-0541-541.4640	37.59
Environmental Land Services...	151921	05/13/2023	Shell to repair all Shell Roads ...	001-0541-541.5300	2,205.60
MacData LLC	17866	05/15/2023	Parsons, Tripp, Harris, Doney	001-0521-521.4900	80.00
MacData LLC	17866	05/15/2023	Parsons, Tripp, Harris, Doney	001-0524-524.4900	30.00
MacData LLC	17866	05/15/2023	Parsons, Tripp, Harris, Doney	001-0549-549.4900	30.00
PPLSI Legal Shield	INV0011107	05/15/2023	Legal Shield May 2023	001-2185000	299.30
Environmental Land Services...	151995	05/16/2023	SHELL TO REPAIR ALL SHELL ...	001-0541-541.5300	225.00
Environmental Land Services...	151995	05/16/2023	SHELL TO REPAIR ALL SHELL ...	001-0541-541.5300	1,098.36
Staples, Inc	3538169978	05/16/2023	copy paper, sticky notes, pap...	001-0524-524.5100	134.13
Staples, Inc	3538169978	05/16/2023	copy paper, sticky notes, pap...	001-0541-541.5100	3.32
Strickland Sod Farm, Inc.	42001-C	05/16/2023	Fix Swale on North Anderson	001-0541-541.5200	150.00
Alice Emanuel	INV0011092	05/16/2023	Refund Building not used	001-2201000	150.00
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	001-0541-541.5220	28.97
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	001-0549-549.5220	11.56
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	001-0572-572.5220	21.40
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	001-0572-572.5220	26.37
Wells Fargo Financial Leasing,...	5025151988	05/17/2023	Contract 450-7740208-004 (...)	001-0512-512.4400	110.99
Wells Fargo Financial Leasing,...	5025151988	05/17/2023	Contract 450-7740208-004 (...)	001-0513-513.4400	110.99
Wells Fargo Financial Leasing,...	5025151988	05/17/2023	Contract 450-7740208-004 (...)	001-0521-521.4400	110.99
Wells Fargo Financial Leasing,...	5025151988	05/17/2023	Contract 450-7740208-004 (...)	001-0524-524.4400	111.00
Robert C Little	10360	05/18/2023	Remove 2 outlets/install 1	001-0524-524.3400	420.00
Donyelles Little School	10360	05/18/2023	Remove 2 outlets & wiring in...	001-0524-524.3400	420.00
Advance Stores Company, In...	8483313872198	05/18/2023	Maint on Gator Mowers	001-0541-541.4640	103.53
Advance Stores Company, In...	8483313872199	05/18/2023	Maintenance and Service	001-0541-541.4640	53.00
Vision Service Plan	INV0011106	05/18/2023	VSP June 2023	001-2184000	1,212.07
Crystal Tractor and Equipme...	P69220	05/18/2023	Blades for unit 732 & 735	001-0572-572.4620	841.20
Matthew Wiedmann	W54299-2	05/18/2023	Replacement Canopy	001-0541-541.5264	657.74
Shane Groth	INV0011098	05/19/2023	Reimbursement for Transpor...	001-0521-521.4000	34.87
Kristi Moss	INV0011100	05/19/2023	Travel Reimbursement	001-0513-513.4000	134.00
Galls Parent Holdings, LLC	024363754	05/02/2023	Uniform Hat Wide Oval	001-0521-521.5220	115.99
McGrath RentCorp and Subs...	2422771	05/21/2023	24 mth lease 5.21.23-6.19.23	001-0521-521.3400	1,885.70
DG Hardware, Inc.	115765	05/22/2023	Wood Stakes Universal Forest	001-0524-524.5200	36.55
Innovative Maintenance Syst...	65261	05/22/2023	Equipment Maintenance Pro...	001-0549-549.5230	240.00
Staples Inc	AR9461057	05/22/2023	contract overage 4.13-5.12	001-0513-513.4900	68.73
Alvin Jackson	INV0011099	05/22/2023	Travel Reimbursement	001-0512-512.4000	134.00
Michael Leo Dove	0153D -2	05/23/2023	Services for 5.09-5.22	001-0524-524.3401	870.00
North America Fire Equipme...	1209410	05/23/2023	Wichman	001-0521-521.5220	121.00
North America Fire Equipme...	1209411	05/23/2023	Chief Brannon Navy Pants	001-0521-521.5220	400.00
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0512-512.4100	80.54
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0513-513.4100	40.27

Expense Approval Register

Packet: APPKT08034 - 06.12.23 Warrant

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0516-516.4100	45.27
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0521-521.4100	1,712.53
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0524-524.4100	445.92
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0541-541.4100	114.83
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0549-549.4100	152.68
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	001-0572-572.4100	193.23
Terry Taylor Ford Company	FOCP379553	05/23/2023	Oil CHange Vehicle 1903	001-0521-521.4620	72.00
Laba Dry Cleaners	IN-300	05/23/2023	Alterations	001-0521-521.5220	194.00
Sirchie Acquisition Company,...	0593235-IN	05/24/2023	Fentanyl Reagent	001-0521-521.5200	46.54
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	001-0541-541.5220	28.65
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	001-0549-549.5220	11.21
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	001-0572-572.5200	21.37
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	001-0572-572.5220	26.12
Terry Taylor Ford Company	FOCS378709	05/24/2023	Brake service on Vehicle 2003	001-0521-521.4620	509.21
FDLE Florida Department of ...	INV0011102	05/24/2023	DARE Cert. Training Kenneth ...	001-0521-521.5500	450.00
Palm Coast Observer, LLC	23-00118F	05/25/2023	Notice of June 6th Meeting	001-0524-524.4800	150.00
Palm Coast Observer, LLC	23-00119F	05/25/2023	Notice of Meeting June 6th	001-0524-524.4800	150.00
Staples, Inc	3538863986	05/25/2023	2 Packs Buisness Cards	001-0524-524.4100	32.38
Bunnell Auto Supply, Inc.	659114	05/25/2023	XL Orange Gloves	001-0549-549.5200	38.00
Bunnell Auto Supply, Inc.	659124	05/25/2023	Locking Pin	001-0521-521.4620	38.72
Trailco Group, Inc	INV0011101	05/25/2023	June 2023 Rent Unit 4/5/6	001-0519-519.4400	1,680.00
DG Hardware, Inc.	115820	05/26/2023	Keys for Unit 4,5,6	001-0519-519.5200	17.22
Wells Fargo Financial Leasing,...	5025288706	05/27/2023	Contract 450-0047920-000 (...	001-0541-541.4400	37.66
North America Fire Equipme...	1208726	05/30/2023	Fansler PoloFansler Polo	001-0521-521.5220	23.50
North America Fire Equipme...	1208757	05/30/2023	Zapata Blue Pants	001-0521-521.5220	80.00
North America Fire Equipme...	INV0011093	05/30/2023	Shipping on Invoices	001-0521-521.5220	82.07
Alexander Kilpatrick	INV0011108	05/30/2023	Reimburse for candy Touch a..	001-0521-521.5100	33.20
DG Hardware, Inc.	115865	05/31/2023	LED light Bulbs	001-0521-521.5100	16.14
Vose Law Firm, LLP	2256	05/31/2023	May Legal Fees	001-0514-514.3102	7,000.00
Vose Law Firm, LLP	2256	05/31/2023	May Legal Fees	001-0524-524.3102	500.00
City of Bunnell - WS O&M	INV0011111	05/31/2023	01-0040-01 MAY 2023	001-0572-572.4300	422.81
City of Bunnell - WS O&M	INV0011113	05/31/2023	02-2060-09 MAY 2023	001-0519-519.4300	244.77
City of Bunnell - WS O&M	INV0011115	05/31/2023	02-2080-08 MAY 2023	001-0519-519.4300	240.08
City of Bunnell - WS O&M	INV0011117	05/31/2023	02-3191-00 MAY 2023	001-0541-541.4300	84.76
City of Bunnell - WS O&M	INV0011119	05/31/2023	03-0320-01 MAY 2023	001-0572-572.4300	462.05
City of Bunnell - WS O&M	INV0011120	05/31/2023	03-0370-01 MAY 2023	001-0572-572.4300	574.60
City of Bunnell - WS O&M	INV0011123	05/31/2023	03-4991-00 MAY 2023	001-0541-541.4300	84.76
City of Bunnell - WS O&M	INV0011124	05/31/2023	03-5151-00 MAY 2023	001-0541-541.4300	84.76
City of Bunnell - WS O&M	INV0011125	05/31/2023	03-5191-00 MAY 2023	001-0572-572.4300	84.76
City of Bunnell - WS O&M	INV0011127	05/31/2023	03-5260-01 MAY 2023	001-0541-541.4300	779.52
City of Bunnell - WS O&M	INV0011129	05/31/2023	04-1140-01 MAY 2023	001-0572-572.4300	274.92
City of Bunnell - WS O&M	INV0011131	05/31/2023	04-3031-00 MAY 2023	001-0541-541.4300	84.76
City of Bunnell - WS O&M	INV0011133	05/31/2023	04-3360-01 MAY 2023	001-0541-541.4300	84.76
Locaters International, Inc.	23-050002-01	05/06/2023	PRE-EMPLOYMENT POLYGRA...	001-0521-521.4900	150.00
NextEra Energy Inc	INV0011075	05/09/2023	69938-28117 April 2023	001-0541-541.4300	134.63
Alton Ogden	INV0011097	05/09/2023	Training School lunch for 5 d...	001-0521-521.4000	75.00
USAbLe Life	0004724517	06/01/2023	USABLE June 2023	001-2184000	264.47
Florida Health Care Plans, Inc.	107758	06/01/2023	T66 June 2023	001-2184000	40,290.84
Florida Health Care Plans, Inc.	107759	06/01/2023	T23 June 2023	001-2184500	2,085.23
Florida Health Care Plans, Inc.	107760	06/01/2023	T23 June 2023	001-2184000	3,489.92
Nicholson A/C & Heating, Inc.	79020	06/01/2023	Ice Machine	001-0541-541.4400	130.00
American Family Life Assuran...	862761	06/01/2023	May 2023	001-2185000	746.18
Liberty National Life Insurance	INV0011105	06/01/2023	Global Life June 2023	001-2185000	770.80
Medi-Quick Urgent Care	INV0011110	06/01/2023	Tripp, Harris, Beane	001-0521-521.4900	906.00
Alliant Engineering Inc	73954	06/15/2023	Professional Services throug ...	001-0538-538.6300	400.00
USA Services of Florida Inc	USA031180	06/16/2023	Steet Sweeping May 2023	001-0538-538.3400	1,300.00
Staples, Inc	8070477907	06/02/2023	Office chair, Manila Envelops	001-0513-513.5200	259.84
Staples, Inc	8070477907	06/02/2023	Office chair, Manila Envelops	001-0519-519.5200	83.99
Blue Cross Blue Shield of Flor...	INV0011104	06/04/2023	June 2023	001-2184000	1,807.48

Expense Approval Register

Packet: APPKT08034 - 06.12.23 Warrant

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Blue Cross Blue Shield of Flor...	INV0011104	06/04/2023	June 2023	001-2184500	81.17
				Fund 001 - GENERAL FUND	Total: 97,949.04
Fund: 401 - WATER					
Tom Evans Environmental, Inc	17067	05/11/2023	Estimated Freight	401-0533-533.6400	100.00
Tom Evans Environmental, Inc	17067	05/11/2023	Peerless C1240 AM All Iron E...	401-0533-533.6400	8,537.63
Staples, Inc	3538169978	05/16/2023	copy paper, sticky notes, pap...	401-0533-533.5102	4.94
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	401-0533-533.5220	28.06
McMaster-Carr Supply Comp...	98120019	05/18/2023	Cap for Salt Saturator	401-0533-533.5205	301.56
Hawkins Inc	6476266	05/19/2023	Chempcals for WTP	401-0533-533.5205	619.20
Bunnell Auto Supply, Inc.	658741	05/19/2023	Load Binder Transport Chain...	401-0533-533.5205	367.06
McMaster-Carr Supply Comp...	98166616	05/19/2023	Parts for service pump install	401-0533-533.5205	118.47
DG Hardware, Inc.	115782	05/23/2023	Repairs and Maintenance on...	401-0533-533.4640	10.10
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	401-0533-533.4100	324.58
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	401-0533-533.5220	27.81
McMaster-Carr Supply Comp...	98424672	05/24/2023	Repair Parts and fittings	401-0533-533.5205	149.46
Jason Palmer	INV0011103	05/24/2023	Reimbursement for Lunch	401-0533-533.4900	22.30
Lowe's Companies, Inc	35646	05/25/2023	Wands needed for locates	401-0533-533.5205	68.36
Trailco Group, Inc	INV0011101	05/25/2023	June 2023 Rent Unit 4/5/6	401-0533-533.4400	420.00
Hawkins Inc	6481968	05/26/2023	Chemicals for WTP	401-0533-533.5205	660.00
Wells Fargo Financial Leasing,...	5025288706	05/27/2023	Contract 450-0047920-000 (...)	401-0533-533.4400	37.65
Pace Analytical Services, LLC	2335550714	05/31/2023	Lab Testing	401-0533-533.3401	135.00
City of Bunnell - WS O&M	INV0011112	05/31/2023	01-5270-01 MAY 2023	401-0533-533.4300	169.45
City of Bunnell - WS O&M	INV0011114	05/31/2023	02-2070-07 MAY 2023	401-0533-533.4300	120.16
				Fund 401 - WATER	Total: 12,221.79
Fund: 401IF - Water Impact Fees					
Zev Cohen & Associates, Inc.	77185	03/10/2023	Commerce Parkway Utility Pl...	401IF-0533-533.6300	3,510.00
				Fund 401IF - Water Impact Fees Total:	3,510.00
Fund: 402 - SOLID WASTE					
Central Hydraulics, Inc.	674649	01/23/2023	Nylon abrasion sleeve	402-0534-534.4620	160.21
Maudlin International Trucks	R205002261 01	01/30/2023	fix air leak issue with truck	402-0534-534.4600	801.86
Impact Plastics	126221	02/01/2023	2 plastic dumpster bottoms	402-0534-534.4640	978.78
Monro, Inc	139323	03/03/2023	Change Front tires on truck	402-0534-534.4600	396.00
Bunnell Auto Supply, Inc.	656386	04/17/2023	Hydraulic hose fitting, lights ...	402-0534-534.4620	141.88
Bunnell Auto Supply, Inc.	658114	05/11/2023	Antifreeze	402-0534-534.4620	41.97
Bunnell Auto Supply, Inc.	658123	05/11/2023	Cut off wheel	402-0534-534.5200	7.80
Bunnell Auto Supply, Inc.	658135	05/11/2023	1 Gal Antifreeze	402-0534-534.4620	22.77
Environmental Land Services...	151858	05/12/2023	Service from 5.5 - 5.11	402-0534-534.3400	4,857.28
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	402-0534-534.5220	17.89
Environmental Land Services...	152064	05/19/2023	Services for 5.12.23 - 5.18.23	402-0534-534.3400	4,971.15
Advance Stores Company, In...	8483314372326	05/23/2023	Outer air filter	402-0534-534.4620	75.24
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	402-0534-534.4100	192.95
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	402-0534-534.5220	17.70
Environmental Land Services...	152325	05/26/2023	Service for 5.19.23-5.25.23	402-0534-534.3400	5,138.11
Environmental Land Services...	152804	06/02/2023	Service for 5.26.23-6.1.23	402-0534-534.3400	5,117.29
				Fund 402 - SOLID WASTE Total:	22,938.88
Fund: 404 - SEWER					
Morris Long	INV0011109	03/21/2023	Safety Footwear Reimburse...	404-0535-535.5220	98.99
Hawkins Inc	6468761	05/12/2023	Chemicals for WWTP	404-0535-535.5200	594.00
Staples, Inc	3538169978	05/16/2023	copy paper, sticky notes, pap...	404-0535-535.5100	4.94
UniFirst Corporation	3231015513	05/17/2023	Uniform Rental	404-0535-535.5220	24.68
Automation Logix, Inc	I2023-095-1	05/17/2023	Alternating Relay Labor Shipp..	404-0535-535.4640	890.00
Rayco Funding & Developme...	26816	05/19/2023	Dewatering Box cleaned	404-0535-535.3400	1,575.00
Hawkins Inc	6476138	05/19/2023	Chemicals for WWTP	404-0535-535.5200	510.00
Bunnell Auto Supply, Inc.	658741	05/19/2023	Load Binder Transport Chain...	404-0535-535.5200	367.06
Process Control Services	1059	05/21/2023	WWTP Troubleshoot controller	404-0535-535.4640	400.00
DG Hardware, Inc.	115770	05/22/2023	Repair Parts Pipes, Fittings, e...	404-0535-535.5200	28.07
DG Hardware, Inc.	115782	05/23/2023	Repairs and Maintenance on...	404-0535-535.4640	10.09
Verizon Wireless	9934837803	05/23/2023	Service from 4.14-5.13	404-0535-535.4100	347.75
UniFirst Corporation	3231016480	05/24/2023	Uniform Rental	404-0535-535.5220	24.43

Expense Approval Register

Packet: APPKT08034 - 06.12.23 Warrant

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UniFirst Corporation	3231016481	05/24/2023	Uniform Maintenance	404-0535-535.5220	9.28
Jason Palmer	INV0011103	05/24/2023	Reimbursement for Lunch	404-0535-535.4900	22.30
Lowe's Companies, Inc	35646	05/25/2023	Wands needed for locates	404-0535-535.5200	68.36
Trailco Group, Inc	INV0011101	05/25/2023	June 2023 Rent Unit 4/5/6	404-0535-535.4400	420.00
Hawkins Inc	6481822	05/26/2023	Chemicals for WWTP	404-0535-535.5200	537.60
Wells Fargo Financial Leasing...	5025288706	05/27/2023	Contract 450-0047920-000 (...)	404-0535-535.4400	37.66
DG Hardware, Inc.	115848	05/30/2023	Parts for WWTP	404-0535-535.5200	287.94
City of Bunnell - WS O&M	INV0011114	05/31/2023	02-2070-07 MAY 2023	404-0535-535.4300	120.16
City of Bunnell - WS O&M	INV0011116	05/31/2023	02-2503-00 MAY 2023	404-0535-535.4300	84.76
City of Bunnell - WS O&M	INV0011118	05/31/2023	03-0161-00 MAY 2023	404-0535-535.4300	85.14
City of Bunnell - WS O&M	INV0011121	05/31/2023	03-0545-00 MAY 2023	404-0535-535.4300	84.76
City of Bunnell - WS O&M	INV0011122	05/31/2023	03-1541-00 MAY 2023	404-0535-535.4300	84.85
City of Bunnell - WS O&M	INV0011126	05/31/2023	03-5240-01 MAY 2023	404-0535-535.4300	423.30
City of Bunnell - WS O&M	INV0011128	05/31/2023	04-0170-02 MAY 2023	404-0535-535.4300	84.76
City of Bunnell - WS O&M	INV0011130	05/31/2023	04-2181-00 MAY 2023	404-0535-535.4300	84.76
City of Bunnell - WS O&M	INV0011132	05/31/2023	04-3032-00 MAY 2023	404-0535-535.4300	84.76
City of Bunnell - WS O&M	INV0011134	05/31/2023	06-0237-01 MAY 2023	404-0535-535.4300	84.76
Advanced Environmental La...	733636	06/01/2023	Lab Testing	404-0535-535.3400	808.65
Medi-Quick Urgent Care	INV0011110	06/01/2023	Tripp, Harris, Beane	404-0535-535.4900	83.00
Fund 404 - SEWER Total:					8,371.81
Fund: 404IF - Sewer Impact Fees					
Zev Cohen & Associates, Inc.	77185	03/10/2023	Commerce Parkway Utility Pl...	404IF-0535-535.6300	3,510.00
Fund 404IF - Sewer Impact Fees Total:					3,510.00
Grand Total:					148,501.52

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	97,949.04
401 - WATER	12,221.79
401IF - Water Impact Fees	3,510.00
402 - SOLID WASTE	22,938.88
404 - SEWER	8,371.81
404IF - Sewer Impact Fees	3,510.00
Grand Total:	148,501.52

Account Summary

Account Number	Account Name	Expense Amount
001-0512-512.4000	Travel / Per Diem	134.00
001-0512-512.4100	Communications Expense	80.54
001-0512-512.4400	Rentals/Leases	110.99
001-0513-513.4000	Travel / Per Diem	134.00
001-0513-513.4100	Communications Expense	40.27
001-0513-513.4400	Rental / Lease Expense	110.99
001-0513-513.4900	Other Current Chgs - Ad...	68.73
001-0513-513.5200	Operating Expenses	259.84
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.4100	Communications Expense	45.27
001-0519-519.4300	Utilities	484.85
001-0519-519.4400	Rental/Lease	1,680.00
001-0519-519.5200	Operating Supplies	101.21
001-0521-521.3400	Other Contract Services	3,771.40
001-0521-521.4000	Travel / Per Diem	109.87
001-0521-521.4100	Communications Expense	1,712.53
001-0521-521.4400	Rental / Lease Expense	110.99
001-0521-521.4620	Repair / Maint - Vehicles	619.93
001-0521-521.4900	Other Current Chgs & Ob...	1,136.00
001-0521-521.5100	Office Supplies Expenses	49.34
001-0521-521.5200	Operating Supplies	46.54
001-0521-521.5220	Uniforms Exp	2,318.04
001-0521-521.5500	Training	450.00
001-0524-524.3102	Legal Services	500.00
001-0524-524.3400	Other Contract Services	4,289.05
001-0524-524.3401	Bldg / Fire Inspection Exp..	870.00
001-0524-524.4100	Communications Expense	478.30
001-0524-524.4400	Rental / Lease Expense	111.00
001-0524-524.4800	Advertising / Promo Exp...	300.00
001-0524-524.4900	Other Current Chgs & Ob...	30.00
001-0524-524.5100	Office Supplies Expenses	134.13
001-0524-524.5200	Operating Supplies	36.55
001-0538-538.3400	Other Contract Services	1,300.00
001-0538-538.4600	Repairs/Maint. - Services	6,339.20
001-0538-538.6300	Improvements - Other T...	400.00
001-0541-541.4100	Communications Expense	114.83
001-0541-541.4300	Utility - Public Services	1,337.95
001-0541-541.4400	Rental / Lease Expense	557.66
001-0541-541.4640	Equipment Repair & Mai...	194.12
001-0541-541.5100	Office Supplies Expenses	3.32
001-0541-541.5200	Operating Supplies	150.00
001-0541-541.5220	Uniforms Exp	57.62
001-0541-541.5264	Small Equipment Purcha...	657.74
001-0541-541.5300	Road Repair Local Option..	3,825.96
001-0549-549.4100	Communications	152.68
001-0549-549.4900	Other Current Charges	30.00
001-0549-549.5200	Operating Supplies	38.00
001-0549-549.5220	Uniforms	22.77
001-0549-549.5230	Software	240.00

Account Summary

Account Number	Account Name	Expense Amount
001-0572-572.4100	Communications Expense	193.23
001-0572-572.4300	Utility - Public Services	1,819.14
001-0572-572.4620	Repair / Maint - Vehicles	841.20
001-0572-572.5200	Operating Supplies	21.37
001-0572-572.5220	Uniforms Exp	73.89
001-2184000	Med/Health Employee Li...	47,064.78
001-2184500	Retiree Medical	2,166.40
001-2185000	125 Plans Employee Pay...	2,872.82
001-2201000	Deposits Paybl - CtyHall/...	150.00
401-0533-533.3401	Other Contract Services	135.00
401-0533-533.4100	Communications Expense	324.58
401-0533-533.4300	Utility - Public Services	289.61
401-0533-533.4400	Rental / Lease Expense	457.65
401-0533-533.4640	Repair / Maint - Equipm...	10.10
401-0533-533.4900	Other Current Chgs & Ob...	22.30
401-0533-533.5102	Office Supplies - Water	4.94
401-0533-533.5205	Operating Supplies Exp -...	2,284.11
401-0533-533.5220	Uniforms Exp	55.87
401-0533-533.6400	Machinery/Equipment E...	8,637.63
401IF-0533-533.6300	Improvements Other Th...	3,510.00
402-0534-534.3400	Other Contract Services -...	20,083.83
402-0534-534.4100	Communications - Solid...	192.95
402-0534-534.4600	Repair / Maint - Service	1,197.86
402-0534-534.4620	Repair/Maint Vehicles - ...	442.07
402-0534-534.4640	Repair & Maint - Equipm...	978.78
402-0534-534.5200	Operating Supplies	7.80
402-0534-534.5220	Uniforms - Solid Waste	35.59
404-0535-535.3400	Other Contractual Servic...	2,383.65
404-0535-535.4100	Communications	347.75
404-0535-535.4300	Utilities	1,222.01
404-0535-535.4400	Rentals/Leases	457.66
404-0535-535.4640	Repairs & Maint. - Equi...	1,300.09
404-0535-535.4900	Other Current Charges &...	105.30
404-0535-535.5100	Office Supplies	4.94
404-0535-535.5200	Operating Supplies	2,393.03
404-0535-535.5220	Uniforms	157.38
404IF-0535-535.6300	Improvements Other Th...	3,510.00
	Grand Total:	148,501.52

Project Account Summary

Project Account Key	Expense Amount
None	141,081.52
CDBG-Hymon Grant	400.00
FCCP Sewer Impact Fees	3,510.00
FCCP Water Impact Fees	3,510.00
	Grand Total:
	148,501.52



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes



**EXECUTIVE STRATEGY SESSION OF THE
BUNNELL CITY COMMISSION MINUTES**

**Monday, May 22, 2023 at 6:15 PM
1769 E. Moody Blvd. (GSB)
Chambers Room
Bunnell, FL 32110**

UNDER THE PROVISION OF SECTION 286.011(8), FLORIDA STATUTES, THE CITY COMMISSION WILL HOLD A CLOSED ATTORNEY-CLIENT SESSION TO DISCUSS PENDING LITIGATION REGARDING CASE NO. 2022 CA 000411 KESLEY JAMES VS. CITY OF BUNNELL AND STATE FARM FIRE AND CASUALTY COMPANY. ANYONE NOT LISTED BELOW AS AN ATTENDEE WILL BE REQUIRED TO LEAVE THE ROOM AT THE COMMENCEMENT OF THE PROCEEDING.

Estimated Length of the attorney-client session: 45 minutes

Names of Persons Attending Executive Session:

Mayor Catherine D. Robinson;
Vice Mayor John Rogers;
Commissioner Tonya Gordon;
Commissioner Tina-Marie Schultz;
Commissioner Pete Young;
City Attorney Paul Waters;
City Insurance Attorney David Belford;
City Manager Alvin Jackson;
Volusia Court Reporting Sharon Dunlap

CALL TO ORDER AND ROLL CALL: The meeting was called to order at 6:15 PM.

PRESENT: Mayor Catherine D. Robinson; Vice Mayor Rogers (arrived at 6:25 PM) Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Insurance Attorney David Belford; City Manager Alvin Jackson; IT Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells; Volusia Court Reporter Sharon Dunlap

ORDER OF BUSINESS

- 1. Kesley James vs. City of Bunnell, and State Farm Fire and Casualty Company (Case No. 2022 CA 000411)**

ANNOUNCEMENT OF EXECUTIVE SESSION.

In accordance with Section 286.011(8), Florida Statutes, the City Commission will hold a closed Attorney-Client Executive Session to discuss pending litigation regarding Kesley James vs. City of Bunnell, and State Farm Fire and Casualty Company (Case No. 2022 CA 000411). The estimated length of the Executive Session is 45 minutes. The City Attorney requested scheduling of the session at the May 8, 2023 public meeting.

ANNOUNCEMENT OF ATTENDEES.

Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Insurance Attorney David Belford; City Manager Alvin Jackson; Volusia Court Reporter Sharon Dunlap

CLOSE PUBLIC MEETING.

At 6:18 PM the Public Meeting was closed to allow the start of the Closed Session. Non-Attendees left the meeting to allow the Closed Session to begin.

BEGIN EXECUTIVE SESSION: Attorney-Client Session held.

END EXECUTIVE SESSION. Attorney-Client Session ended.

OPEN PUBLIC MEETING: Public Meeting was re-opened.

Adjournment of the Public Meeting

Motion: Adjourn

Meeting Adjourned at 6:44 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



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, May 22, 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 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; IT Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Pastor Daisy Henry led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Carver Community Garden Day

Mayor Robinson read the proclamation into record. Maureen Crompton, Community Outreach Coordinator Flagler Habitat for Humanity accepted the proclamation.

B.2. Presentation: Officer of the Quarter - 2023 Q1

Chief Brannon introduced the Officer of the Quarter- Kenny Taylor. Chief explained this award is given by his peers. Sgt. Shane Groth read a letter from FCSO Detective Kathryn Gordon describing the impact Officer Taylor made on a joint case.

B.3. Presentation: Swearing-in New Police Officers.

Officer Brandon Beane and Officer Micheal Fansler were sworn in by Chief Brannon. Commissioners and Mayor Robinson welcomed the new officers to the City of Bunnell.

****Staff requested to amend tonight's agenda by removing Item H.6.****

City Attorney Paul Waters stated Staff was requesting to remove Item H.6. from the agenda. He explained the Commission was provided with a supplemental package on a Piggyback Contract with CAP Government Inc. which would replace Item H.6. By consensus, Item H.6. was removed from the agenda.

****Staff requested to walk on an item to the Agenda- Approval of Contract 2023-06 Agreement with CAP Government for the Provision of Building Official Services for the City of Bunnell (the replacement item it Item H.6.)****

Motion: Approve the request to walk on Contract 2023-06 Agreement with CAP Government for the Provision of Building Official Services for the City of Bunnell

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

Approve Contract 2023-06 Agreement with CAP Government for the Provision of Building Official Services of the City of Bunnell

The City Manager presented the item to the Board.

Motion: Approve Contract 2023-06, Agreement with CAP Government for the Provision of Building Officials Services of the City of Bunnell.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Commissioner Schultz asked how often would an inspector be in the City. City Manager Jackson stated he requested the Building Official be in the City two days a week. Vice Mayor thanked staff and the City Manager for the work finding a solution to the Building Official so quickly. Commissioner Young agreed this was a very good find, especially with the upcoming growth in the City.

Public Discussion: None

Vote: Motion carried unanimously

C. Consent Agenda:

C.1. Approval of Warrant

a. May 22, 2023 Warrant

C.2. Approval of Minutes

a. May 08, 2023 City Commission Meeting Minutes

C.3. Request approval for a Change Order to Asphalt Paving System Purchase Order #COB-10683-2023

C.4. Request to Approve Amended Business Incentive Agreement with Vidya, Inc.

C.5. Request Approval of New Outside Detail Agreements

C.6. Request to reappoint Carl Lilavois as a regular member of the Planning, Zoning and Appeals Board for another three-year term.

C.7. Request to reappoint Lyn Lafferty as a regular member of the Planning, Zoning and Appeals Board for another three-year term.

C.8. Request to appoint Gary Garner as a regular member of the Planning, Zoning and Appeals Board for a new three-year term.

C.9. Request approval for a Change Order to FEC ROW LLC Purchase Order #COB 10681-2023

C.10. Request approval to extend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services

C.11. Request approval to extend the agreement with CPH, Inc. for Continuing Engineering Services

C.12. Request to reappoint Julie Aguiar as a regular member of the Code Enforcement Board for another three-year term to begin in May 2023.

Motion: Approve the Consent Agenda

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Daisy Henry – (E Drain St.) reported Drain Street is like a racetrack. She was happy to see the Police Department was almost fully staffed. She thanked Chief Brannon and his department.

E. Ordinances: (Legislative):

E.1. Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - Second Reading.

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - Second Reading.

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: Vice Mayor asked Mr. Dale Boudreaux, applicant, to come to the podium. Vice Mayor reported he had many phone calls from concerned citizens about the proposed use of the property and it is being reported the applicant was going to have a concrete crushing business. He asked Mr. Boudreaux to explain his intentions for the property.

Mr. Boudreaux stated, "Well I do not know where it comes from but that is not my intention. I was very clear with the board before of what my plans are and that hasn't changed. I think we get too many people talking. I don't know where it comes from."

Vice Mayor Rogers told Mr. Boudreaux he appreciated him being in the audience tonight. Mayor Robinson requested, since the Commission Board had never had the opportunity to speak about this matter with him to please explain his intentions.

Mr. Boudreaux stated, "property was going to be used as a storage and maintenance facility for BPG Farms and to germinate palm trees."

Vice Mayor Rogers asked Mr. Boudreaux if he could make that plain, break it down what is BPG farms.

Mr. Boudreaux stated, "It's a company, it's a agriculturally we grow of palm trees. This place would be used as a facility to get started to maintain the equipment, store the equipment and start seedlings. There is not enough room to plant and grow palm trees. I've got another property in Ormand that we grow on now, mature trees. And that's all we're doing."

Mayor Robinson thanked Mr. Boudreaux for the detailed explanation. Vice Mayor Rogers stated to make the constituents at ease he would like the City Manager to explain if there are any safeguards to protect the residents. City Manager Jackson reported this request is to rezone to Agriculture and asphalt crushing is not an allowable use in this zoning district. Commissioner Schultz voiced concerns about the property storing vehicles and equipment and requirements in place for the appearance of the property. Community Development Director Fisher summarized the regulations for property appearance for storage of equipment and vehicles as required by the City's Land Development Code.

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030- 0070 an d16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030- 0070 an d16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Vice Mayor Rogers requested the testimony of the applicant be verbatim when written into the minutes.

Public Discussion: None

Vote: Motion carried unanimously

E.3. Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - First Reading

City Attorney Waters read the short title into the record.

Motion: Approve Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - First Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2023-02 Amending Resolution 2018-16 Solid Waste Rates

City Manager Alvin Jackson explained this Resolution is to establish rates for the rural route customers the City may get due annexations and establish compacted weight rates for those developments that may use a trash compactor.

Motion: Adopt Resolution 2023-02 Amending Resolution 2018-16 Solid Waste Rates.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Commissioner Young inquired if the services offered would increase. City Manager Jackson said no services changes are being considered at this time.

Public Discussion: Daisy Henry (Drain Street) asked if the rates were going to change. City Manager Jackson stated the Resolution does not address rates on the current residential or dumpster services; those rates were not changed in this proposed Resolution.

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Request to Approve an Interlocal Agreement with Flagler County for the Provision of Solid Waste Services to certain Rural/Agricultural Properties within the City of Bunnell.

This item was introduced by City Manager Jackson and was discussed in the previous agenda item.

Motion: Approve the Interlocal Agreement with Flagler County for the Provision of Solid Waste Services to certain Rural/Agricultural Properties within the City of Bunnell

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request Contract No. 2023-04 Approval with PCEO, Inc. for the CMAR – WWTF Expansion and BNR Improvements Project

Infrastructure Director Dustin Vose presented the item to the Board.

Motion: Approve Contract 2023-04 with PCEO, Inc. for the CMAR – WWTF Expansion and BNR Improvements Project

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.3. Request for final plat approval for Grand Reserve Phase 3.

Motion: Approve the Final Plat for Grand Reserve Phase 3

Motion by: Vice Mayor Rogers
Second by: Commissioner Schultz
Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously

H.4. Discussion on Police Grants

Chief David Brannon presented the item to the Board. He explained none of the mentioned grants were matching grants; however, some are reimbursement grants. A consensus of the Board was given to allow Chief Brandon to move forward to pursue the grants. Mayor Robinson inquired if the money for a reimbursement grant would come from the PD budget or out of City Reserves. Finance Director Moss stated the funds would come out of reserves and be reimbursed to the City Reserve account. Vice Mayor thanked Chief Brannon for everything he's done and stated, "I know when you took this position you could smell the embalming fluid on the Police Department, and you have done an excellent job especially bringing it up to full staff and that was amazing. I just want to say thank you from myself and the rest of my fellow board members." Chief Brannon returned the compliment by thanking the Board, City Manager, Finance Director and staff for the support given to the Police Department. Commissioner Young thanked the Board for the on-going supporting of the Police Department.

H.5. Request Permission to Negotiate with New World Builders for RFP 2023-01 Restoration of Coquina City Hall Phase 1 and Authorize City Manager to Execute a Contract within the Budgeted Grant amount.

Motion: approve Permission to Negotiate with New World Builders for RFP 2023-01 Restoration of Coquina City Hall Phase 1 and Authorize City Manager to Execute a Contract within the Budgeted Grant amount.

Motion by: Commissioner Schultz
Second by: Commissioner Gordon
Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously

H.6. Request Approval of an Interlocal Agreement with Flagler County Board of County Commissioners for Building Division Services.

H.6. was remove from the agenda at the beginning of the meeting.

I. Reports:

- **City Clerk** – Reported the annual Ethics Training is being scheduled for September 6. City Attorney Vose will provide the training.
- **Police Chief**- None
- **City Attorney**- None
- **City Manager**- introduced Joe Parsons, who has joined the Building Permit Team. He informed the Board Flagler Beach has requested a meeting with two representatives from Bunnell to discuss the impact Bunnell has on Flagler Beach. Mayor Robinson, Commissioner Schultz, and City Attorney Paul Waters will attend the meeting on June 21, 2023 at 6:00 PM.

- **Mayor and City Commissioners**
 - **Commissioner Schultz** – None
 - **Commissioner Gordon** – thanked the Chief and the Clerk and welcomed the two new officers onboard.
 - **Commissioner Young** – reported he attended the Flagler County Leadership Academy.
 - **Vice Mayor Rogers** – reported he attended the County Commission meeting with Chief Brannon and a grant was given to the County on behalf of the Carver Foundation for the cameras.
 - **Mayor Robinson** – reported she attended the soft opening of Vidya, a new business in Bunnell.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned at 8:19 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: 5/25/2023 Amount: \$0
Department: IT Account #:
Subject: Ratify Local Government Cybersecurity Grant Program with State of Florida
Department of Management Services
Agenda Section: Consent Agenda:
Goal/Priority: Technology

ATTACHMENTS:

Description	Type
Approved March 27, 2023 Meeting Minutes	Minutes
Award Letter	Exhibit
Grant Agreement	Contract

Summary/Highlights:

Ratification of a grant agreement with the Florida Department of Management Services for Local Government Cybersecurity Grant Program

Background:

At the March 27, 2023 regular meeting of the City Commission, the Board approved staff applying for the Florida Local government Cybersecurity Grant Program. The grant is to provide no money, but licensing for security related products, and technical assistance.

Staff received notification of the award of this grant on May 16th, and the State requested the agreement be returned to them by May 31. This was too late to be added to the May 22, 2023 regular meeting. In consultation with the City Attorney, staff consensus, because no funds are involved, to have the City Manager signed the agreement to be returned to the state, the have the Board ratify the agreement.

The City Attorney reviewed and approved the document, and the City Manager signed the agreement.

Staff Recommendation:

Staff recommends approval of the Grant Agreement.

City Attorney Review:

Approved. Several of our clients have signed the same agreement

Finance Department Review/Recommendation:

Recommend approval of the Grant Agreement.

City Manager Review/Recommendation:

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

Bunnell CITY COMMISSION MEETING

Monday, March 27, 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 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Infrastructure Director Dustin Vost; City Engineer Marcus DePasquale; Community Development Director Bernadette Fisher; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Vice Mayor Rogers led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Water Conservation Month

Commissioner Young read the proclamation into the record. Bill White, St. Johns River Water Management District, accepted the Proclamation and spoke to this year's focus concentrating on "leak detection." He thanked the Commission for the recognition and support given to the Water Management District over the years and the dedication to water conservation.

B.2. Proclamation: Sexual Assault Awareness Month

Commissioner Schultz read the proclamation into the record. Chief Brannon accepted the proclamation on behalf of the Family Life Center.

B.3. Proclamation: Florida Volunteer Month

Vice Mayor Rogers read the proclamation into the record. Suzy Gamblain, Executive Director of Flagler Volunteer Services accepted the proclamation. She reported in 2022 Flagler Volunteer Services had 1548 volunteers with a total of 67,569 volunteer hours being logged. She thanked the Commission for their support.

B.4. Proclamation: National Public Safety Telecommunicators Week

Mayor Robinson read the proclamation into the record. Christine Mortimer, Director of Communication Flagler County Sheriff's Office accepted the Proclamation.

B.5. Presentations: 2022 Community & Officer Recognition (Police Department)

Chief Brannon expressed his gratitude to the Mayor, Commission, City Manager, family and friends for the support given to the Police Department. Seargeant Groth assisted Chief Brannon with the following 2022 Recognitions & Commendations:

- **Officer of the 4th quarter** *Officer of the 4th quarter is nominated by their peers. This officer assumed two complex investigations bringing both to successful conclusions. Officer of the 4th Quarter is Officer Jeff Traylor.*
- **Recognition Years of Service**
 - 5 years of Service**
Officer Michelle Wichman
Officer Adrian Zapata
- **Certificate of Appreciation**
Awarded for his dedicated service to the City of Bunnell. This officer came as a volunteer and was hired to do all administrative duties for the Police Department. Certificate of Appreciation is awarded to Public Safety Officer Ronald Scalf
- **Service Above Self Award**
Award Determined by the Chief of Police and is reserved for a member who embodies one or more of the core characteristics of a servant leader- Officer Michelle Wichman.
- **Outstanding Partner Award**
With the Police Department working out of a small space this partner was first to open their doors for any large event hosted by the Police Department. The Outstanding Partner Award goes to First Baptist Bunnell.
- **Outstanding Citizen Award**
This citizen was always willing to help by giving her time to and her willingness to make our work easier. She went out into the community a gathered coupons from businesses to show their support for the Police Department. The Outstanding Citizen Award is presented to Ms. Pat Cody. Mayor Robinson also thanked Ms. Pat for all she has done for the community.
- **Outstanding Partner Award**
Chief stated when he first met this person he loved his humility, friendliness and "can-do" attitude. He has helped the Police Department keep all vehicles running with a cheerful attitude and with a servant's heart. The Outstanding Partner Award is presented to the City of Bunnell Fleet Manager Stefano Giannini.
- **Chief's Commendation Award**
The officer was tasked with doing the job of two people. He accurately maintained the PD's records and gathered an average of 35 public records requested per month. Chief's Commendation Award goes to Public Safety Officer Jay Lampiasi
- **Chief's Commendation Award**
The Officer's steadfast dedication to serve the public and has excelled in his professional skills over the past year, including working on complex cases with outside departments. Chief's Commendation Award goes to Officer Adrian Zapata
- **Chief's Commendation Award**
This officer took an active leadership roll with the department, has a can-do attitude and is an integral part of the Police Department. Chief's Commendation Award goes to Seargeant Shane Groth
- **2022 Officer of the Year**
This officer involved themselves in numerous tasks that directly impacted the department and community. This officer leads by example and maintains high productivity. The 2022 Bunnell Police Officer of the Year Award is presented to officer Alton Ogden.

Swearing in of New Police Officers

Officers Taylor and Officer Coury were sworn in by Chief Brannon. Badges were pinned on the officers by family members.

C. Consent Agenda:

C.1. Approval of Warrant

a. March 27, 2023 Warrant

C.2. Approval of Minutes

a. March 13, 2023 City Commission Meeting Minutes

C.3. Request Approval for the Authorization to the East Flagler Mosquito Control District and Emergency Subcontractor for Aerial Spraying over Congested Areas

C.4. Florida Local Government Cybersecurity Grant Program

C.5. Approval of Federally Funded Subaward and Grant Agreement DR-4673

Hurricane Ian

Motion: Approve the Consent Agenda

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Derick Acevedo (Elm Avenue)- expressed his concerns about the drainage problems they have had for many years. He reported the new culvert is higher than the drainage area. He also reported the poor road conditions in the area including the dirt road, South Bay Street, He reported the road is impassable now and gets worse with the daily traffic from the Waste Pro garbage trucks, new business traffic and other daily use.

Anthony Canna (Elm Avenue)- reported he was concerned about the condition of Elm Avenue and South Bay Street; he states the roads are barely wide enough for one car to use let alone two. He was also concerned the culvert at the railroad tracks was not installed properly.

Daisy Henry (East Drain Street)- announced the Motown Madness was very successful and raised over \$7000.00 with a large portion coming from the cake sales. She also stated her concerns about the streets in the Elm Avenue area; they are not in the best condition. She would also like to see the ditches in that area cleaned and picked up.

Kyle Holmgren (Ormond Beach)- introduced himself as the future Bunnell Pastor for the Tomeka Christian church. He plans on being very active with Bunnell community and schools next fall. They will be operating out of Bunnell Elementary School.

Infrastructure Director Vost responded to comments; he will go inspect the area of the new culvert to check the elevations to make sure the work was done correctly. He will also look into the ditches in the area to see what falls under the City's responsibility for maintenance as the railway runs through the area too.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2023-01 Amending the FY 2022/2023 Budget

City Attorney Waters read the Short Title into the record. City Manager Jackson presented the item. He reported this was insurance proceeds received to repair the Solid Waste truck.

Motion: Approve Resolution 2023-01 to Amend the FY 2022/2023 Budget.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Request Approval of the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project. Infrastructure Director Dustin Vost presented the item to the board.

This item was introduced and explained by Infrastructure Director Vost.

Motion: Approve the Selection Committee Recommendation and to Proceed with Negotiations for the CMAR – WWTF Expansion and BNR Improvements Project.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00.

City Engineer DePasquale presented and explained this item to the Board. Due to changes in the permitting for Flagler Central Commerce Parkway, Oare Associates and the City will need to pay for wetland mitigation; this will be a shared expense.

Motion: Approve to Pay the City's Proportionate Share of the Flagler Commerce Parkway Wetland Mitigation Credits in an amount not to exceed \$20,000.00 and authorize the City Manager to sign any agreement if one is needed.

Motion by: Vice Mayor Rogers

Second by: Commissioner Young

Board Discussion: Commissioner Schultz asked for clarification about signing the agreement. City Manager Jackson explained to expedite moving forward, staff is asking he be authorized to sign the agreement if there is one, but the permission is setting the cost at not over \$20,000.00; because this needed to be prepared and presented quickly, it is not known if an agreement will be needed.

Public Discussion: Daisy Henry (East Drain Street) asked where the road will end and staff responded.

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – advised April will be a busy month with swearing in of the newly elected officials from this past election and other Charter identified duties at the April 10th meeting. State of the City will be held on April 24th. The RFP for Phase 1 of the Coquina Restoration was released this morning.
- **Police Chief**- presented his written 2022 Annual Report to the Commission, City Attorney, City Manager and Deputy City Clerk.
- **City Attorney**- none

- **City Manager-** congratulated Seargeant Groth on his graduation from training and Infrastructure Dustin Vost for obtaining his Class A Wastewater Operators license. He encouraged everyone to read the monthly City Manager's Report.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – Reported upcoming TPO projects happening in Flagler County. She commended the Police Department for all their accomplishments and reconfirmed what she always says about Infrastructure Director Vost- he is a "Rock Star".
 - **Commissioner Gordon** – thanked City Clerk Bates for keeping everyone organized and thanked the Police Department for all they do in the community. She congratulated Seargeant Groth and Dustin Vost on their accomplishments.
 - **Commissioner Young** – requested the public attend the Commission meetings and voice any concerns; the Commission does and will investigate any concerns or questions.
 - **Vice Mayor Rogers** – Asked everyone to keep tow truck driver, Brandon, in their thoughts and prayers. Earlier today, this tow truck driver stopped to pick up an object from the road in Palm Coast and a lady hit him. He asked everyone observe the move over and slow down laws.
 - **Mayor Robinson** – stated she attended the Motown Madness event; it was very successful with good food, company and good music by Traces of Gold band. The proceeds from this event go to the Carver Center Foundation. She spoke about Cracker Day, held over the weekend.

J. Call for Adjournment.

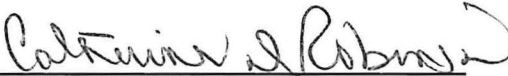
Motion: Adjourn

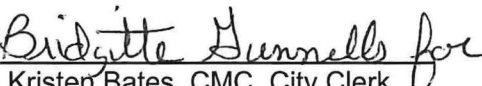
Motion by: Commissioner Gordon

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned: 8:25 PM

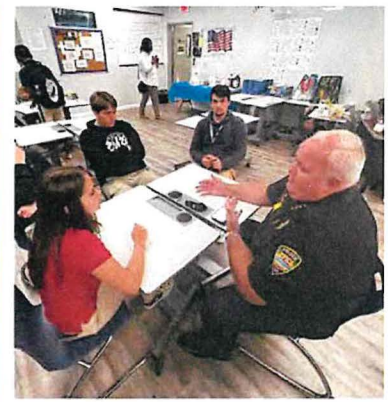
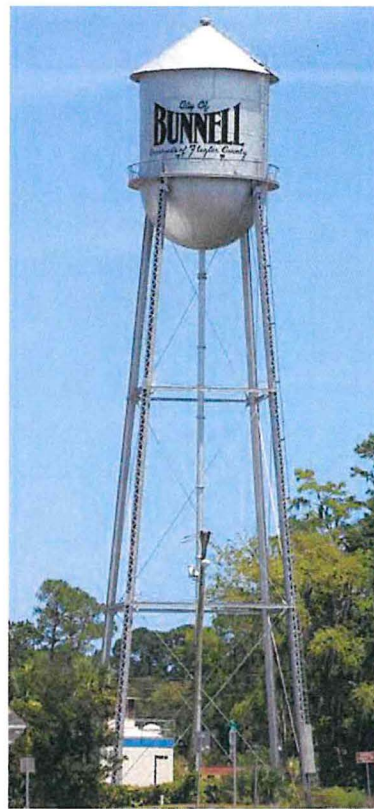

 Catherine D. Robinson, Mayor


 Kristen Bates, CMC, City Clerk

4/10/2023
 Date

4/10/2023
 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****



2022 ANNUAL REPORT

BUNNELL POLICE DEPARTMENT

*Our Family Protecting Yours
Since 1913*



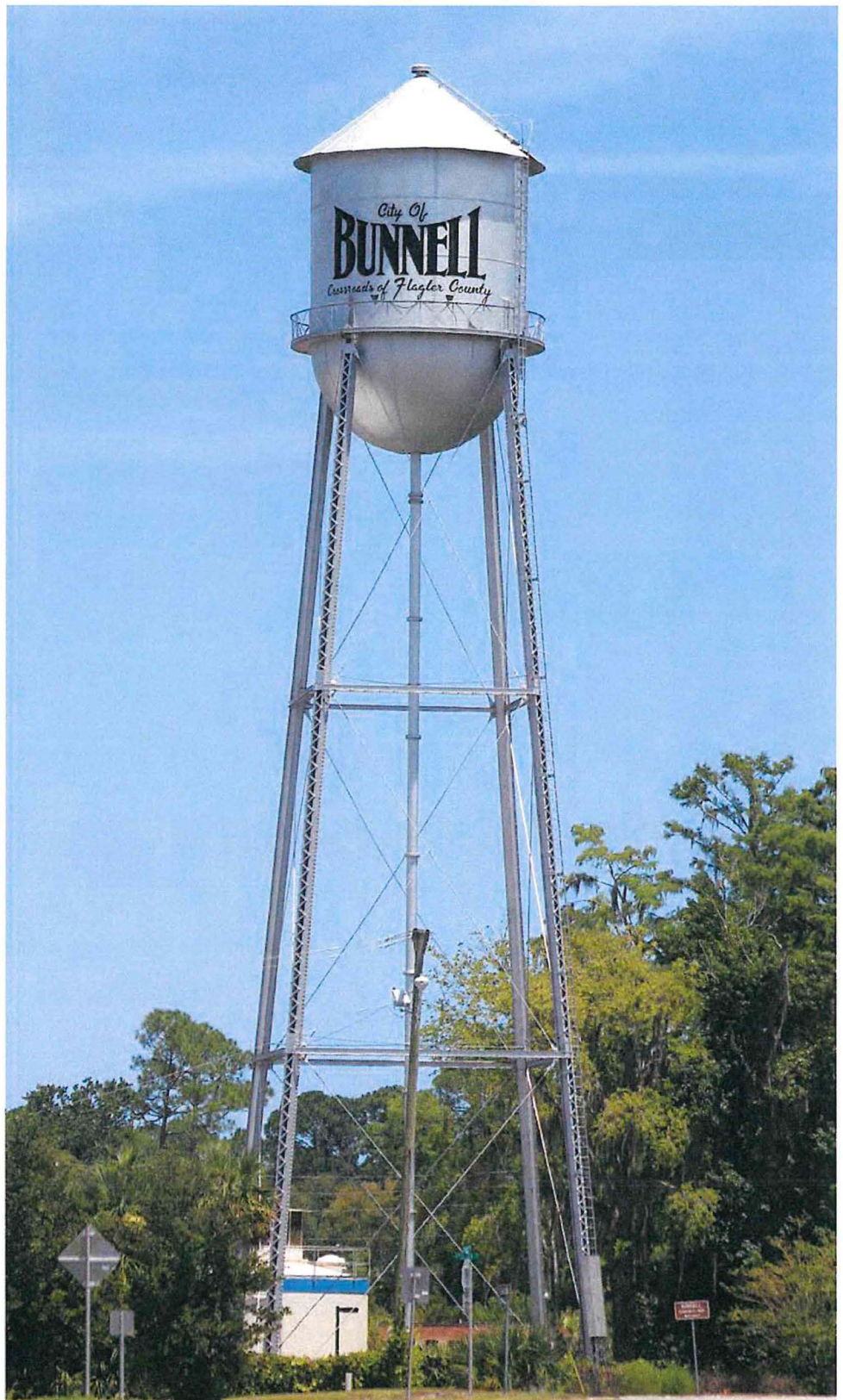


OUR MISSION

Mindful of our calling to serve and respect the trust invested in us to maintain the highest standards of ethics and excellence, to fairly and impartially uphold the law, and to preserve the rights guaranteed every person under the Constitution of the United States, our actions each day demonstrate each member's commitment to develop positive partnerships and network with the community in the interest of obtaining cooperation to reduce crime and the fear of crime, and ultimately improve the quality of life for everyone in the community.



*Our Family Protecting Yours
Since 1913*



2 BUNNELL POLICE DEPARTMENT

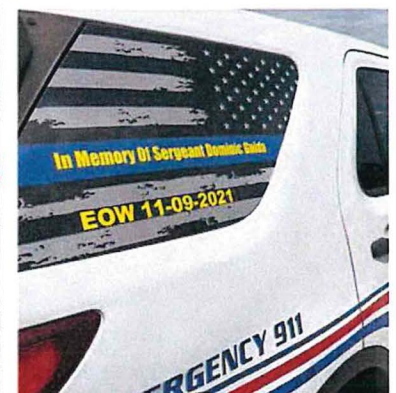


Table of Contents

- 4 Organizational Chart
- 5 Building Relationships & Trust
- 6 Policy Reform & Department Oversight
- 7 Reduction of Crime through Partnerships & Data Driven Policing
- 8 Social Media Projects & Technology Enhancements
- 9 Advanced Training & Education
- 10 Officer Safety & Wellness Incentives
- 11 Honoring Sergeant Dominic Guida



RELATIONSHIPS

with NAACP, Carver Center, PAL, & Area Pastors



PARTICIPATED

in the We Love Bunnell Clean-up Day

PARTICIPATED

in the Carver Center FUNraiser

BPD Barbecued and fed 500+ people



ENGAGED

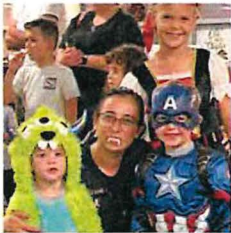
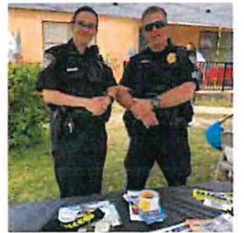
with Flagler Bulldogs Youth Football

PARTNERED

with Flagler County Housing Authority

Assisted with the completion of revised security plan

Established BPD office space in the FCHA building

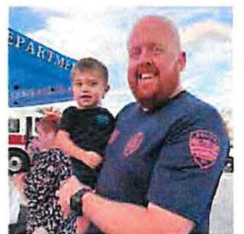


ENGAGED

with Bunnell Elementary School

ENGAGED

National Night Out in Grand Reserve



Policy Reform & Department Oversight



Subscribed
with a
Grant Consultant

Filed Three Grant Applications

DOJ COPS Grant
for Two Police Officers
FULLY FUNDED

DOJ Body-Worn
Camera Replacement
DENIED

Flagler County
Public Safety
PARTIALLY FUNDED



Developed a Robust Social
Media Effort to Share
Information About BPD
Members, Activities,
Enforcement Efforts, and
Community Engagement



Created
a Community
Engagement Team
of Several Officers



Initiated
Process for a
Police Explorer
Program to
Launch in 2023



Initiated
Review of
BPD Policies
for Revision
work in progress



Reviewed
Basic Equipment
Condition and Need

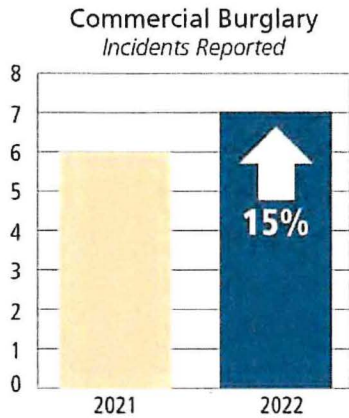


Purchased
Replacement
Equipment
and Uniforms

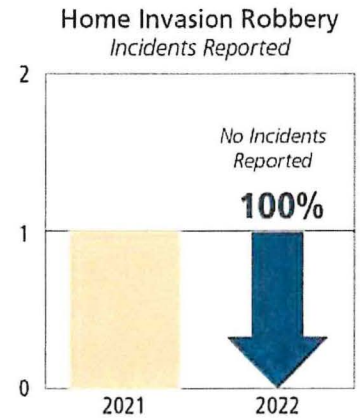
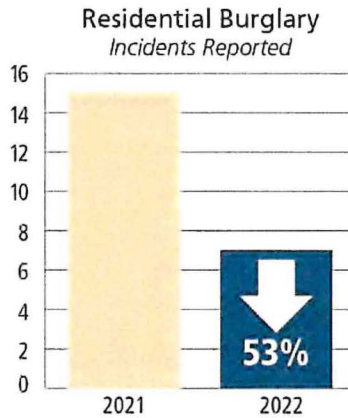
Established Specific Crime Reduction Goals & Strategies

REDUCE Commercial Burglary & Robbery

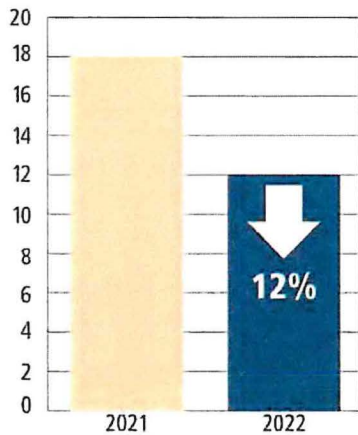
Commercial Robbery No Incidents Reported



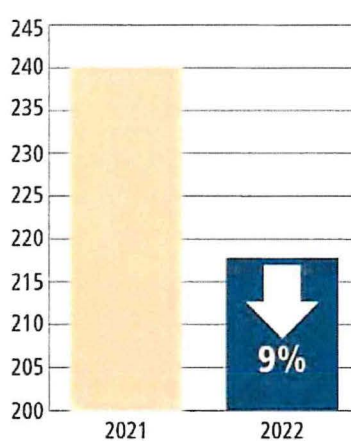
REDUCE Residential Burglary & Home Invasion Robbery



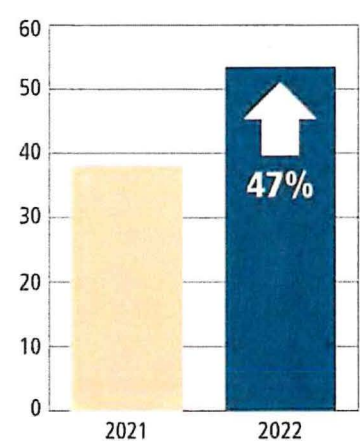
REDUCE Vehicle Burglary



REDUCE Traffic Crashes



INCREASE Arrest Warrant Service



	2021	2022
Traffic Stops	1,791	2,927
Citations	183	569
Written Warnings	119	1,228
Warrants Attempted/Served	139 / 36	164 / 53
Reports Written	1,100	1,577
Arrests	173	285
Felony	93	137
Misdemeanor	80	148

	2021	2022
Criminal Charges Filed	298	488
Felony	135	215
Misdemeanor	163	273
Public Records Requests	—	428
Security Checks	10,966	11,305
Community Policing	10,405	5,923

Social Media Projects & Technology Enhancements



SOCIAL MEDIA

Bunnell Police Department Facebook Page Stats 3/12/22 - 12/31/22
www.facebook.com/BunnellPD

Statistical data provided by Meta Business Suite

REACH

214,136

VISITS

32,725

NEW LIKES

2,107

FOLLOWERS

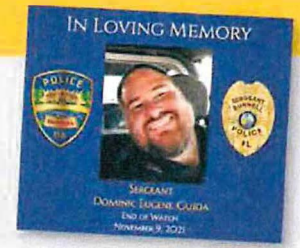
2,231

2022 Top-Performing Organic Post

HIGHEST REACH
13,144

HIGHEST REACTIONS
937

HIGHEST COMMENTS
75



TECHNOLOGY ENHANCEMENTS

SPEED ENFORCEMENT RADAR



MOBILE PRINTER



TINT METER



CCTV CAMERAS



ALPR

Automatic License Plate Reader



TraCS & ELVIS



- Crash Forms
- Uniform Traffic
- Citation
- Warning Citation
- Trespass Warning
- Field Interview Report
- Baker Act Report

SMART PHONES



Work-Related Communication
 Supervisor, Officers, Dispatch

Document by Photo
 Crime Scene & Field Contacts

Provide to Crime Victims

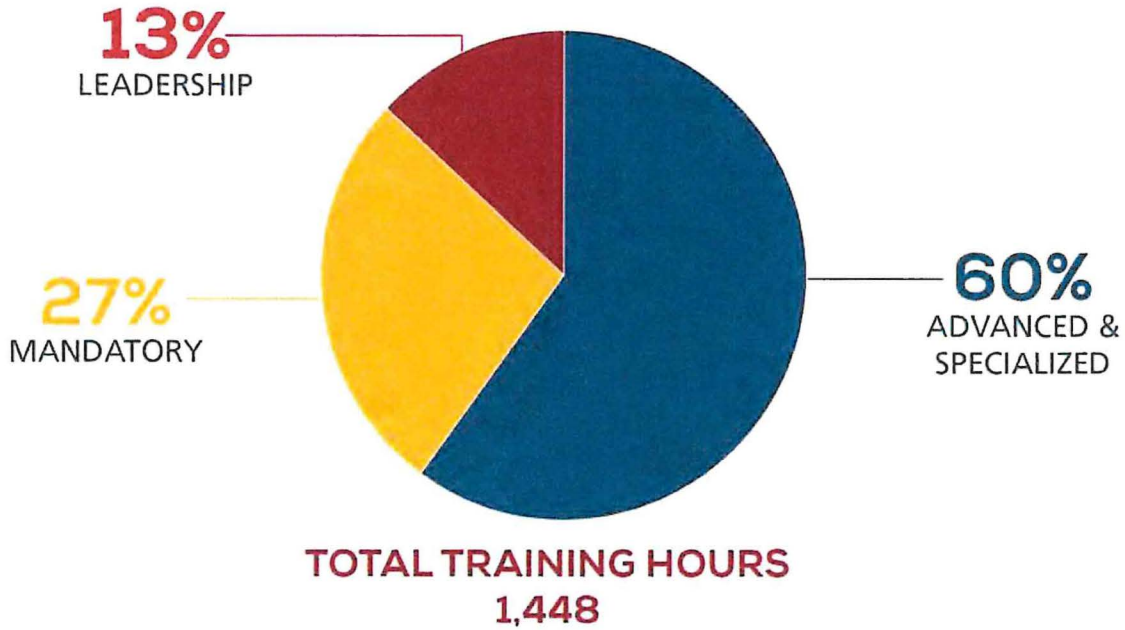
Audio Record Statements

Develop Informants

Send/Receive PD Email



2022 TRAINING PRIORITIES



COLLEGE/UNIVERSITY COURSES



Daytona State College
One Sergeant completing his AA degree



University of Central Florida
One Officer completing his BA degree

SUCCESSION PLANNING & LEADERSHIP DEVELOPMENT



University of Louisville
Southern Police Institute (SPI)
One Sergeant attending SPI's Command Officer Development Course hosted by the Clermont, FL, Police Department
Graduation March 2023

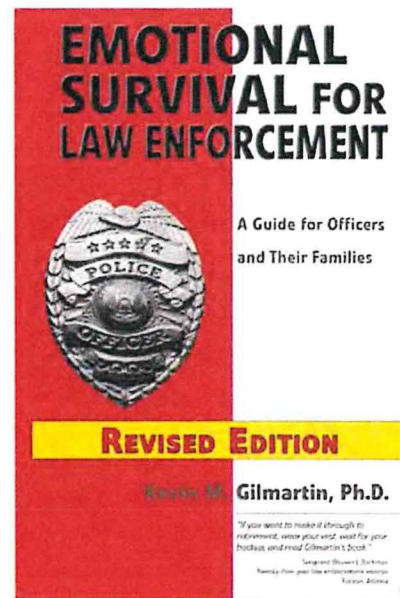
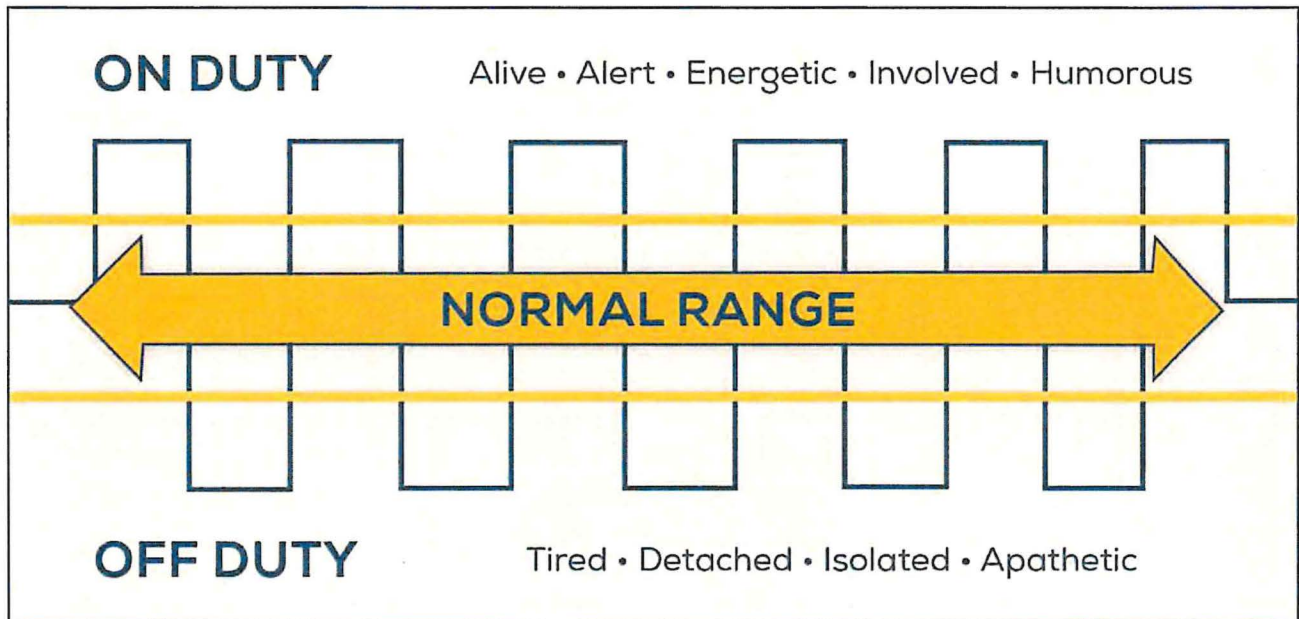


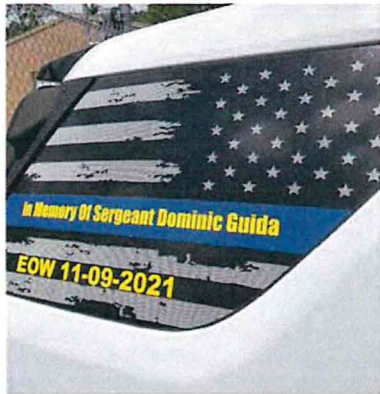
FBI
Law Enforcement Executive Development Association
One Officer attending the Supervisor Leadership Institute hosted by the South Daytona, FL, Police Department in 2023

Officer Safety & Wellness Incentives

The high-stress environment of working as a law enforcement officer takes a significant toll on individual officers' physiological, psychological, and spiritual wellbeing. This impacts both professional and personal relationships and outcomes. By taking better care of our officers through increased awareness and open discussion of the signs and symptoms of stress, fatigue, and burnout, the Bunnell Police Department is committed to reducing the cultural stigma associated with wellness and providing greater resources through key partnerships.

THE HYPERVIGILANCE BIOLOGICAL ROLLERCOASTER





**FLAGLER COUNTY
LAW ENFORCEMENT
MEMORIAL**

**HONORING BUNNELL'S SERGEANT
DOMINIC GUIDA**

EOW 11.9.2021

A portrait of Sergeant Dominic Guida, a man with a beard and mustache, smiling.



BUNNELL POLICE DEPARTMENT

1769 East Moody Blvd., Bunnell, FL 32110 • 386-437-7508

www.BunnellCity.us/Police

Ron DeSantis, Florida Governor

Pedro Allende, Secretary

James Grant, Florida State Chief Information Officer

Attn: Donnie Wines
Sr. IT Analyst
City of Bunnell
P.O. Box 756
Bunnell, 32110

Congratulations City of Bunnell!

Your application for the Florida Local Government Cybersecurity Grant administered by the Florida Digital Service has been granted. Based on the requests and information included in your application, the following capabilities will be offered:

Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless); External-Facing Asset Discovery; Endpoint Detection & Response (EDR); Security Operations Platform; Email Security Solution.

In addition to software access for the capabilities offered, the Florida Digital Service will provide the following:

- Incident response assistance when requested; and
- Training, technical assistance and support for the capabilities granted.

As the procurements for the capabilities are being finalized, Florida Digital Service needs your help to execute the Grant Agreement by **May 31, 2023**. Once complete, we will outline the specific capabilities or funds awarded, identify the solution provider(s), and set up technical meetings to determine an implementation schedule.

The Florida Digital Service remains committed to supporting you throughout this process as we deploy critical capabilities to mitigate cybersecurity threats to your local community. We look forward to working alongside you and your team.

Regards,

Florida's Local Government Cybersecurity Grant Team
FL [Digital Service]
Cybersecuritygrants@digital.fl.gov

Ron DeSantis, Florida Governor

Pedro Allende, Secretary

James Grant, Florida State Chief Information Officer

Attn: Donnie Wines
Sr. IT Analyst
City of Bunnell
P.O. Box 756
Bunnell, 32110

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Regards,

Florida's Local Government Cybersecurity Grant Team
FL [Digital Service]
Cybersecuritygrants@digital.fl.gov

Ron DeSantis, Florida Governor
Pedro Allende, Secretary
James Grant, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-22/23-346

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.009

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

City of Bunnell

GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and the City of Bunnell (Grantee) and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cybersecurity technical assistance; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the funds will be utilized as described in Attachment A.1 – Solution Statement of Work and/or Attachment A.2 – Funding Statement of Work, as applicable. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the terms of this Agreement. No renewals or extensions of the Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties and supersede any and all prior agreements and understandings related to the subject matter thereof.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. The Statement(s) of Work:
 - Attachment A.1 – Solution Statement of Work
 - Attachment A.2 – Funding Statement of Work (applicable if added by Amendment)
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C, Grantee Data Sharing Agreement(s) ("DSA"), if applicable

- e. Final Implementation Plan(s), if awarded solutions under Attachment A.1.
2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the Department's/FL[DS]'s provision of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.
2. Primary Contacts.
 - a. **Department's Grant Manager** (see section 215.971, F.S.).
Lacy Perkins
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov
 - b. **Grantee's Grant Manager**
Name: Donnie Wines
Organization: City of Bunnell
Mailing Address: P.O. Box 756
City, Zip Code: Bunnell, 32110
Telephone: (386) 437-7425
Email: dwines@bunnellcity.us

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notice must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023.
2. Funding Awards. Pursuant to section 215.971, F.S., if funding is provided to the Grantee under this Agreement pursuant to Attachment A.2 – Funding Statement of Work, the following applies:
 - a. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the performance period.
 - b. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - c. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.
3. Services, Licenses, or Commodities Awards. If applicable, the Grantee agrees to implement services, licenses, or commodities described in Attachment A.1 – Solution Statement of Work, according to the Final Implementation Plan(s) as executed by the Parties.

All use of the items described in Attachment A.1 – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto. If awarded funding and the Grantee desires to integrate purchased services, licenses, or commodities with the State Cybersecurity Operations Center, a DSA shall be separately executed for such.

As this Agreement will need to be entered prior to the procurement of the awarded services, licenses, or commodities, the availability of such awarded services, licenses, or commodities may be affected and are subject to change. If such changes are required, the Department will work with the Grantee to amend this Agreement. Such limitations do not apply for funding awards.

4. State Financial Assistance. In accordance with section 215.971(1), Florida Statutes (F.S.), the Grantee may utilize any provided commodities or services only in accordance with this Agreement.
5. Payment Process. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A.1 – Solution Statement of Work. For funding awards, please see Attachment A.2 –Funding Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section Q, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement period and all pending matters or the period required by the General Records Schedules

maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g1-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

7. MyFloridaMarketPlace (MFMP). Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in section 215.97, F.S., and are exempt from the MFMP Transaction Fee pursuant to Rule 60A-1.031(6)(d), F.A.C. The Department, on behalf of the Grantee, will process payments for commodities or services awarded through MFMP.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section S, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of the awarded services, licenses, or commodities.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all services, licenses, or commodities received by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. If awarded services, licenses, or commodities described in Attachment A.1, Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s). Additional requirements may be incorporated in the Final Implementation Plan(s).
6. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. cybersecurity insurance limits and deductibles;
 - b. information relating to critical infrastructure;
 - c. incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. network schematics;
 - e. hardware and software configurations; and
 - f. encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to

take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves any services, licenses, or commodities under the Agreement, to which the Grantee (or, to the

extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

- a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
- b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in either version of Attachment A, Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the services, licenses, or commodities provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities or granted commodities and services hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in either versions of Attachment A, Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Entire Agreement:

This Agreement, including all referenced attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This

Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

P. Termination:

1. Termination for Failure to Implement. For awarded services, licenses or commodities under Attachment A.1 – Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2022-2023 Fiscal Year, which begins July 1, 2022, and expires on June 30, 2023. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate the Agreement if the Grantee fails to:
 - a. satisfactorily complete the deliverables within the time specified in the Agreement;
 - b. maintain adequate progress, thus endangering performance of the Agreement;
 - c. honor any term of the Agreement; or
 - d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement.

No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

Q. Dispute Resolution:

Disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County.

Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

R. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
3. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
4. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this section R., indemnification by either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

S. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee,

retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

T. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

U. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Grantee:

Department of Management Services:

City of Bunnell

By: 

By: _____

Name: ALVIN B. JACKSON, JR

Name: _____

Title: CITY MANAGER

Title: _____

Date: 5/23/2023

Date: _____

**ATTACHMENT A.1
SOLUTION STATEMENT OF WORK**

1. Scope of Work.

Pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for cybersecurity technical assistance purposes. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project"). The Florida Local Government Cybersecurity Grant is a competitive grant program to provide funding for cybersecurity technical assistance to local Florida governments to enhance their cybersecurity capabilities.

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Endpoint-Based Asset Discovery (Agent); Network-Based Asset Discovery (Agentless); External-Facing Asset Discovery; Endpoint Detection & Response (EDR); Security Operations Platform; Email Security Solution

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s) on the dates specified, but Deliverables 1-3 shall be completed by June 30, 2023:

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 15 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan within five (5) calendar days of the vendor providing the draft Implementation Plan.
4	Complete all tasks in accordance with the Final Implementation Plan(s).	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the

performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**Attachment B: AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

Paper copies:
Grant Manager
Florida Digital Service
Department of Management Services

AUDIT REQUIREMENTS FOR AWARDS OF
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2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399
Email: Cybersecuritygrants@digital.fl.gov

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
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EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A: Cybersecurity Technical Assistance Grants

State Awarding Agency: Florida Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.009

Amount: \$ _____

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-22/23-346 between the Grantee and the Department, entered in State fiscal year 2022-23.

Attachment C Grantee Data Sharing Agreement

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program (“the Program”) – refers to the grant program established by the 2022-2023 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this DSA, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- L. Software Entitlement – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time (“Applicable Laws”). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **Compliance with Information Security Standards.** Each Party covenants and agrees to comply with Rule Chapter 60GG-2, Florida Administrative Code (“Security Standards”), with respect to its obligations under this DSA. Grantee shall implement the Security Standards with respect to its obligations under this DSA as an “Agency,” regardless of whether they meet the definition of “Agency” in Rule Chapter 60GG-2, Florida Administrative Code.

FL[DS], Grantee, and Authorized Third Parties shall implement reasonable and appropriate administrative, technical, and physical safeguards to maintain the security and protect the confidentiality, integrity, and availability of Access.

Grantee shall instruct all its Authorized Users with the opportunity for Access on the safeguards and requirements of the DSA and all applicable federal and state requirements.

- D. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- E. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. **FL[DS] Role and Responsibilities**

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;
 - 2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 - 3. Providing the Grantee with the option to utilize Software Entitlements; and
 - 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. **Grantee's Role and Responsibilities**

- A. Covered Data is and shall remain the property of Grantee.

- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:
1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
 2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach

notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
 - C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.
 - D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
 - E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E,

below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

- B. **CJIS.** The terms and conditions of this Section VI.B. apply when Covered Data involved in a Project includes criminal justice information.
1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.
- C. **HIPAA and State Protected Health Information.** The terms and conditions of this Section VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this section, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- D. **FERPA**. The terms and conditions of this Section VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA).
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

E. **DPPA.** The terms and conditions of this Section VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: <mailto:Policy@digital.fl.gov>

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Name: Donnie Wines
Organization: City of Bunnell
Mailing Address: P.O. Box 756
City, Zip Code: Bunnell, 32110
Telephone: (386) 437-7425
Email: dwines@bunnellcity.us

Grantee's IT Coordinator:

Name:
Organization: City of Bunnell
Mailing Address: P.O. Box 756
City, Zip Code: Bunnell, 32110
Telephone:
Email:

B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Section VII.C. for a material breach.

IX. Grantee Additional Terms

A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” S. 282.3185, F.S.

Under Specific Appropriation 2944A of the 2022-2023 General Appropriations Act, FL[DS] was directed to establish a competitive cybersecurity technical assistance grant program for municipalities and counties.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

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Exhibit A

Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] access to assist Grantee with responding to incidents.

III. Incident Response

A. **Incident Response Support.** As specified in section 282.3185(5), F.S., upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2022-2023 General Appropriations Act to improve county and municipal cybersecurity posture and resiliency.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A.1 of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by

Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

- C. **Grantee's Role and Responsibilities:** Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

- D. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in section R., Indemnification, of the Grant Agreement.

- E. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 5/26/2023 Amount:
Department: Infrastructure Account #:
Subject: Request approval of the FY24 Work Order for the FDOT Lighting,
Maintenance & Compensation Agreement
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Work Order FY23/24	Contract
FDOT Agreement AM-263	Contract
Resolution 2019-06	Resolution

Summary/Highlights:

Staff is requesting approval of the July 1, 2023 – June 30, 2024 work order for the State Highway Lighting, Maintenance and Compensation Agreement #AM-263.

Attached is Resolution 2019-06 which gives the Commission authority over the AM-263 agreement. Due to a time constraint, the Mayor's signature has already been obtained to ensure the return of the Work Order and documentation before the deadline. Staff is bringing this item to Commission now for ratification pursuant to the Resolution.

Background:

This is the annual work order for the Highway Lighting and Maintenance and Compensation Agreement (Contract AM-263). This contract requires a signed work order, notarized signature of the Compensation Agreement Certification and resolution.

This contract assists the City with the expenses of maintenance of highway lighting on state roads.

Staff Recommendation:

Approve all required documents of the State Highway Lighting, Maintenance, and Compensation

Agreement Work Order (FY23/24) Contract Number AM-263.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1650 N Kepler
Deland, FL 32724

JARED W. PERDUE, P.E.
SECRETARY

May 10, 2023

Mr. Alvin Jackson
City of Bunnell
PO Box 756
Bunnell, Florida 32110

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 23/24)**

Financial Project ID: 413615-5-78-02
Contract Number: AM263
FEID No.: VF-596000285002
Work Order for Fiscal Year 23/24
Resolution No.: 2017-11

Dear Mr. Jackson:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 23/24 paid under this **Work Order is \$26,561.52**. The compensation period for this work order will begin from **July 1, 2023, and expire June 30, 2024**.

Please execute and/or return the following documents directly to this office via email. In order to guarantee availability of funds, these documents must be emailed back to this office no later than June 7, 2023.

- **Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.**
- **Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.**
- **If the Resolution referenced above is no longer current, return a copy of your current Resolution.**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1650 N Kepler
Deland, FL 32724

JARED W. PERDUE, P.E.
SECRETARY

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 23/24)
Contract Number:
Page Two:

If you wish to receive payment for the Fiscal Year 22/23 Work Order, please submit an invoice to this office any time after May 19, 2023. Invoices for Fiscal Year 22/23 must be received no later than December 27, 2023. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof".

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: **Tracy Rosenberg** at (386) 740-3437.

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification
Sample Invoice

**FLORIDA DEPARTMENT
OF TRANSPORTATION**

DocuSigned by:
Christine Barone
8E2F6175CF92416...
Christine Barone, P.E.
Deland Operations Engineer

MAINTAINING AGENCY

Concurrence By: _____

Typed Name: Catherine D. Robinson

Title: Mayor

Phone: 386-437-7500

Date: ___ / ___ / ___

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT CERTIFICATION

I, Catherine D. Robinson, Mayor,
(Name) (Title)

City Of Bunnell, hereby certify that State Highway Lighting
(Local Maintaining Agency)

Facilities for Financial Project ID: 413615-5-78-02, Contract No. **AM263**

In FLAGLER County (Counties)

were performed to keep all Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) on the roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature.

All maintenance was performed in accordance with Agreement terms and according to the Manual of Uniform Traffic Control Devices; and, all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.

(SIGNATURE)

(DATE)

State of Florida

County of _____

The foregoing instrument was acknowledged before me, by means of physical presence or Online notarization, this _____ day of _____, _____ (year) by _____

Notary Public, State of _____ at large.

My Commission expires _____

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

*Bunnell
AM263*

THIS AGREEMENT, entered into this 17th day of Oct, year of 2002, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and City of Bunnell, hereinafter referred to as the "MAINTAINING AGENCY":

WITNESSETH:

WHEREAS, the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the FDOT is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of Facilities

- a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the FDOT, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.
- d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which are the responsibilities of FDOT's contractor.

**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 2,775.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Indemnification

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents, or employees.

7. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

- access shall be grounds for immediate unilateral cancellation of this Agreement by the FDOT.
- ☐☐ This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
 - ☐☐ This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
 - ☐☐ Time is of the essence in the performance of all obligations under this Agreement.
 - ☐☐ All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

City of Bunnell
 P. O. Box 756
 Bunnell, FL 32110-0756

FDOT:

District Maintenance Engineer
 719 S. Woodland Blvd
 DeLand, FL 32720

- ☐☐ **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- ☐☐ An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- ☐☐ Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

9. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **Maintaining Agency** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **Maintaining Agency hereby represents** that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) Joann B. King
 (Typed Name: Joann B. King)
 (Typed Title: Mayor)

DATE: 10-7-02

Recommend Approval by the District

BY: (Signature) George M. Gilhooly
 (Typed Name: George M. Gilhooly)
 (Typed Title: District Director of Operations)

DATE: 10/17/02

FDOT Legal Review

BY: (Signature) Fredrick Hoese
 District Counsel
 (Typed Name: Fredrick Hoese)

DATE: 10/16/02

CITY OF BUNNELL, FLORIDA
REGULAR MEETING OF THE BUNNELL CITY COMMISSION
Tuesday, July 2, 2002
7:00 P.M.

1. Call to Order, Salute to the Flag, Roll Call.

JOANN B. KING

JAMES MARQUIS

FLYNN EDMONSON

CATHERINE ROBINSON

DAISY HENRY

LYNDON L. BONNER

CARLA SWAIN

SIDNEY NOWELL

MAYOR

VICE MAYOR

COMMISSIONER – Late 7:07PM

COMMISSIONER

COMMISSIONER

CITY MANAGER

CITY CLERK

CITY ATTORNEY

2. Approval of minutes.

Regular Meeting of June 18, 2002. Motion to approve was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried.

3. Ordinances, Resolutions and Hearings.

NONE.

4. Old Business:

- A. Discussion/action concerning FDOT Street Light Contract – Mr. Bonner. Discussion followed. Motion to approve the contract with amended language – to include the amount of \$2,775 and the contract listed as State Highway Lighting, Maintenance, and Compensation Agreement - was made by Commissioner Marquis and seconded by Commissioner Robinson. Motion unanimously carried.
- B. Discussion/action concerning FDOT Traffic Signal Contract – Mr. Bonner – Discussion followed. Motion to approve the contract – Traffic Signal Maintenance And Compensation Agreement – was made by Commissioner Henry and seconded by Commissioner Edmonson. Motion unanimously carried.
- C. Discussion/action concerning the City's Policies and Procedures manual – Mr. Bonner – Tabled by consensus of the Board.

5. New Business.

- A. Discussion/action concerning ratification of the implementation Chief Davis' proposal Booe/Pine – Mayor King – Motion to ratify was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried.
- B. Discussion/action concerning unsafe and derelict buildings in the City of Bunnell (Dennis Hunt – Code Enforcement Officer)– L. Bonner – Discussion followed. More information to follow.

6. Reports.

- A. City Manager – discussion of Budget Workshop dates followed. Dates decided on were as follows: July 8 – 7:00PM, July 15 – 7:00PM, July 18 – 7:00PM, July 22 – 7:00PM, July 23 – 6:00PM and July 30 – 6:00PM.
- B. City Attorney – discussion followed concerning the letter of resignation from Chiumento & Associate. Motion was made by Commissioner Edmonson to hire Sidney Nowell as temporary City Attorney for a period of 60 days and in this interim the City will advertise for competitive bids. Terms of the contract will be the same as in the original one with Chiumento. The motion was seconded by Commissioner Henry. Motion unanimously carried.
- C. City Clerk – none.
- D. Committees – Beautification presented residence of the month to Richard and Debbie Bancroft and business of the month to Quality Roofing. Paul Fell asked for a Commissioner to sit ex-officio on this board and for at least 2 more members be added. Holiday Fest tentatively set for December 20. City entrance signs not ready. The committee will meet regularly on the 4th Thursday of each month. Paul also asked for a city map for each member. Highway of Flags will be reinstated.

7. Commissioners' Comments

Mayor King – reminded community to attend the 4th of July parade in Flagler Beach.

8. Public Comments.

(Limited to 3 minutes on items not listed on the agenda.)

Rusty Richard

Iona Moody

John Seibel representing the Chamber of Commerce.

Art Barr – gave information concerning the new location suggested for the County Admin. Facility. A Workshop is set for July 8 – 6:00PM to put together a presentation to present to the County Commissioners with location suggestions from the City and Chamber of Commerce.

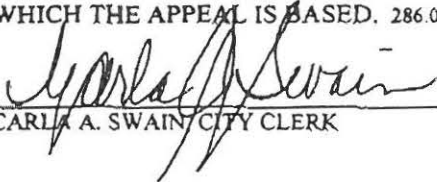
Delores Hall let the Commission know that Meet the Candidate Night will be held at City Hall August 19th at 6:00PM.

9. Adjournment.

Motion to adjourn was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried. Meeting adjourned at 9:07PM.

**THIS AGENDA IS SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE
SEE POSTED COPY AT CITY HALL.**

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


CARLA A. SWAIN, CITY CLERK


JOANN B. KING, MAYOR

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

CITY OF BUNNELL, agrees that
(Local Maintaining Agency)

75 luminaires, in the locations listed on the attached
(Total Number of Luminaires)

page(s), have been identified for payment through the State Highway Lighting, Maintenance, and Compensation Agreement. This agreement was reached via:

Phone

Email (see attached)

Meeting

Letter (see attached)

FDOT REPRESENTATIVE CONTACT INFORMATION

DEBBIE PRINCE
(Name)

SENIOR INSPECTOR
(Title)

740-3551
(Phone Number)

9/8/11
(Date)

LOCAL AGENCY CONTACT INFORMATION

JIM HATFIELD
(Name)

PUBLIC WORKS DIRECTOR
(Title)

386-437-7515
(Phone Number)

9/8/11
(Date)

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road: 5
Section Number: 73010000
Limits: ORMOND C.L. TO I-95
From MP: 9.232
To MP: 11.279
Quantity: 55

State Road: 100 EAST
Section Number: 73020000
Limits: SR 5 TO BUNNELL URBAN AREA
From MP: 0.1
To MP: 0.898
Quantity: 16

State Road: 11
Section Number: 73050000
Limits: BUNNELL C.L. TO S.R 5
From MP: 14.327
To MP: 15.477
Quantity: 4

State Road: _____
Section Number: _____
Limits: _____
From MP: _____
To MP: _____
Quantity: _____

State Road: _____
Section Number: _____
Limits: _____
From MP: _____
To MP: _____
Quantity: _____

State Road: _____
Section Number: _____
Limits: _____
From MP: _____
To MP: _____
Quantity: _____

RESOLUTION 2019-06

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA, EXECUTING THE STATE HIGHWAY LIGHTING, MAINTENANCE & COMPENSATION AGREEMENT (CONTRACT NO. AM-263) BETWEEN THE CITY OF BUNNELL AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO HEREBY AUTHORIZE THE CITY TO PERFORM MAINTENANCE OF THE STATE HIGHWAY LIGHTING SYSTEMS WITHIN OUR JURISDICTION.

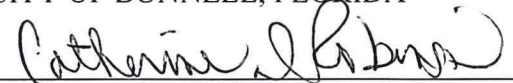
Whereas, the City Commission of the City of Bunnell, Florida approved for City Staff to pursue Contract #AM-263 between the City of Bunnell and FDOT to perform maintenance of the State Highway Lighting Systems; and,

Whereas, the City Commission of the City of Bunnell, Florida, has authorized the Mayor to execute said Agreement with FDOT.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA HEREBY AGREES TO EXECUTE CONTRACT NO. AM-263.

PASSED AND ADOPTED by the City of Bunnell, Florida this 10th day of June 2019.

CITY OF BUNNELL, FLORIDA



Catherine D. Robinson, Mayor

Approved as to Form & Content:

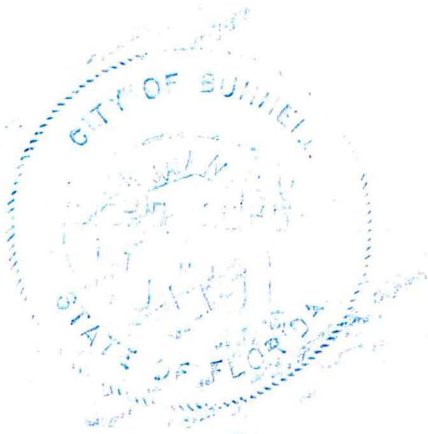


Wade Vose, City Attorney

Attest:



Kristen Bates, City Clerk



Seal:

*Resolution 2019-06
City of Bunnell*



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 5/10/2023 Amount:
Department: Solid Waste Account #:
Subject: Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Code of Ordinance Chapter 50 Solid Waste to provide a definition of curbside.

This matter was last heard at the May 22, 2023 City Commission Meeting. At this meeting, the Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this matter was advertised in the June 1, 2023 edition of the Palm Coast Observer.

Background:

With the City potentially getting residential customers who live in rural/agricultural areas, the City needs a better definition of curbside for cart placement.

Having heavy solid waste vehicles on unpaved private drives, private roads or roadways not suitable for heavy vehicular traffic to pick up solid waste and recycling presents a liability to the City.

The proposed ordinance adds a definition for "curbside" and uses the defined curbside in section 10 regarding preparation for cart pick-up.

Staff Recommendation:

Adopt Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - Second Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING PART II, CHAPTER 50 REGARDING SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF BUNNELL, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 50 of the City of Bunnell's Code of Ordinances regulates Solid Waste; and

WHEREAS, Certain residents of the City of Bunnell, especially those in rural areas, live in residences which are away from the paved and traveled portion of the nearest public road and inaccessible by vehicles that collect solid waste, recyclables and yard waste; and

WHEREAS, It shall benefit the City of Bunnell and its residents to require solid waste, recyclables and yard waste to be placed in an area accessible by said vehicles to avoid unnecessary wear and tear of vehicles, avoid unnecessary wear and tear on residents' driveways and unpaved roads, to save time and to create efficiency; and

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

Section 1.

The above "Whereas" clauses are incorporated by reference herein.

Section 2.

Part II, Chapter 50, Sec. 50-2 and Sec. 50-10 of the Bunnell Code of Ordinances are amended as follows (additions are underlined and deletions are ~~stricken through~~):

Sec. 50-2. – Definitions.

Curbside: The area between the sidewalk and the traveled portion of the paved public street edge, or, in areas without sidewalks, within two feet of the traveled portion of the nearest paved public street edge.

Sec. 50-10. Preparation for pick-up of carts and containers regulations.

All solid waste, recyclables and yard waste shall be placed ~~within two feet of the roadway~~ curbside in city-approved containers. All yard waste must be limited to compact piles no larger than six feet by six feet by six feet...

Section 3. Severability.

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

Section 4. Conflicts.

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

Section 5. 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 *Code of Ordinances of the City of Bunnell, Florida*.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this 22nd day of May 2023.

Second Reading: adopted on this 12th day June 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney
Attest:

Kristen Bates, City Clerk, CMC

Seal:



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 5/3/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-11 Requesting to change the Future Land Use Map in the Comprehensive Plan for 5.0 acres of land, owned by Stephen Strickland, Bearing Parcel ID: 01-13-30-0000-01010-0020 from Conservation-1 to Agriculture & Silviculture Future Land Use designation. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2023-11 Strickland FLUM Amendment	Ordinance
Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting a small-scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation for 5.0 acres of land from the Conservation-1 (CON-1) to the Agriculture and Silviculture (AG&S) Future Land Use designation.

In accordance with local notification requirements, letters providing notice of the meeting date, time and location were mailed out on May 16, 2023 to adjacent property owners within 300 feet of the subject property within the City of Bunnell limits. Signs with information of the public hearing were posted on the subject property on May 16, 2023.

Background:

The applicant, Stephen Strickland, has recently created the subject property which totals 5.0 acres. The purpose behind this request is so the applicant can construct a single-family residence. The City is currently undergoing Phase 2 of the mass rezoning which will include properties that do not have City of Bunnell zoning but had some portions of the property listed assigned a Future Land Use of Conservation. Phase 3 will involve removing Conservation-1 and Conservation-2 from the Land Development Code and the Comprehensive Plan. The applicant did not favor the timeline for Phase 3 which his property would have been included in, and has decided to move forward with paying the costs to have the Future Land Use amended ahead of the City's initiative.

The parcel's current FLUM designation is "Conservation-1". This land use designation, under FLU Policy 11.1, consists of all lands deemed environmentally significant to be verified by appropriate jurisdictional field analysis, and regulated by applicable jurisdictional oversight, but not under a conservation easement or other permanent protection. The established residential density is one unit per five acres; however, it is required to be developed on adjacent uplands or Category 2 wetlands.

The proposed FLUM designation is "Agriculture and Silviculture". Under FLU Policy 16, this land use accommodates for a range of agricultural uses while also including low density residential development including modular, mobile, and manufactured homes at a density of one dwelling unit per five acres. This will be consistent with the proposed changes that are to be implemented once Phase 3 of the City mass rezoning is adopted, if this property were to be included.

Staff Recommendation:

Approve Ordinance 2023-11 Request to amend the Future Land Use Map (FLUM) for the subject property from "Conservation-1" to "Agriculture and Silviculture". - First Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 5.0 ACRES, OWNED BY STEPHEN STRICKLAND, BEARING PARCEL ID: 01-13-30-0000-01010-0020 LOCATED APPROXIMATELY 1.59 MILES ON COUNTY ROAD 304 FROM US HIGHWAY 1 AND APPROXIMATELY 0.15 MILES DIRECTLY EAST FROM COUNTY ROAD 304 IN THE CITY OF BUNNELL LIMITS FROM “CONSERVATION-1 (CON-1)” TO “AGRICULTURE & SILVICULTURE (AG&S)”; 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: 01-13-30-0000-01010-0020, located in the City of Bunnell; and

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

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on May 2, 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 "Agriculture & Silviculture" 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: A PORTION OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2284, PAGE 1354, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE RUN N89°04'36"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 200.00 FEET; THENCE RUN S16°21'53"E, A DISTANCE OF 776.23 FEET; THENCE RUN S89°34'00"W, A DISTANCE OF 373.51 FEET TO A POINT OON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE RUN; THENCE RUN N03°26'06"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 765.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.00 ACRE.

TAX PARCEL IDENTIFICATION NUMBER: 01-13-30-0000-01010-0020

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 _____ day of _____, 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:

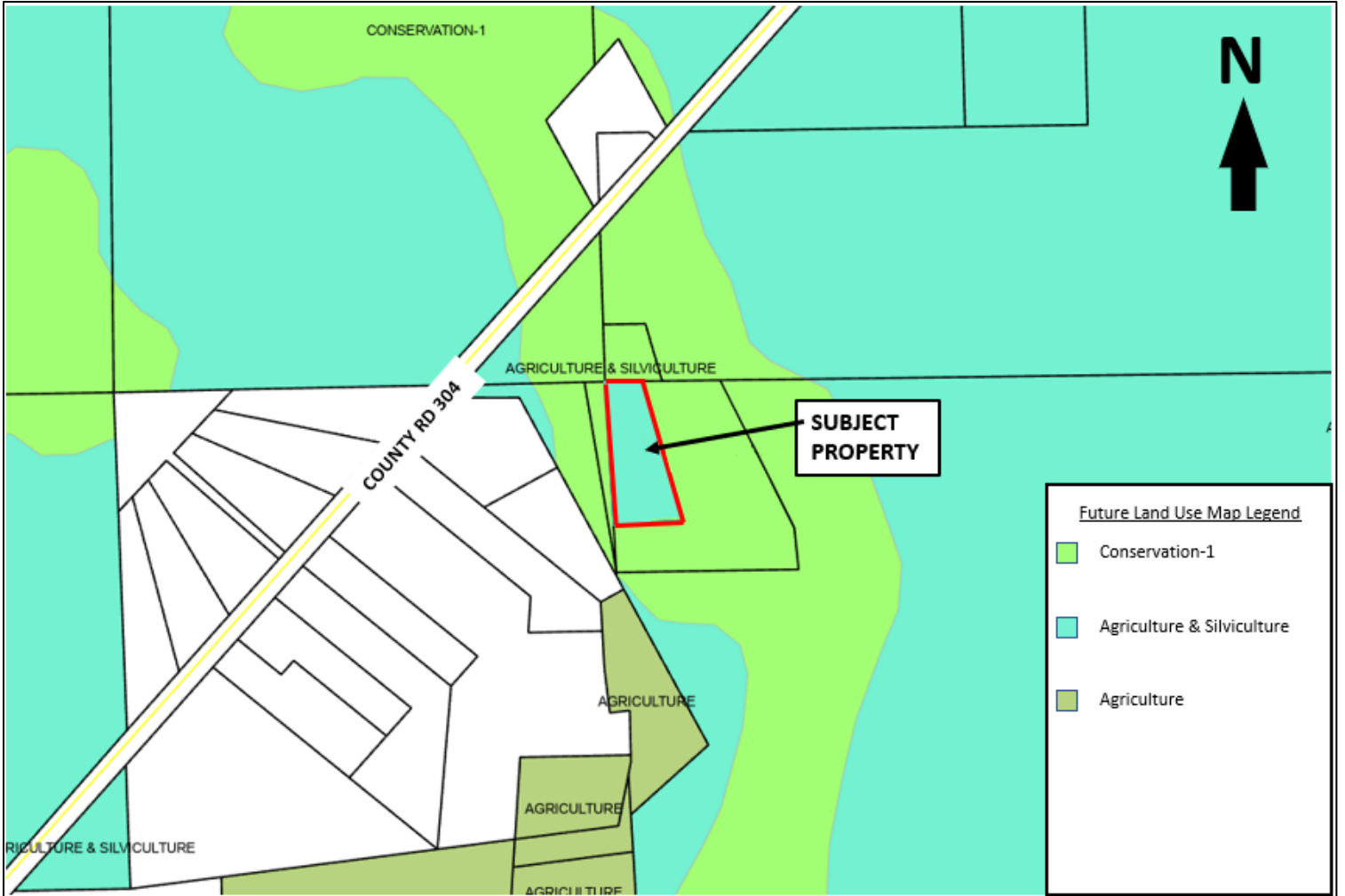
Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Exhibit "A"

Proposed Future Land Use



Location Map





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 5/3/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-12 Requesting to change the official zoning map for 5.0 acres of land, owned by Stephen Strickland, Bearing Parcel ID: 01-13-30-0000-01010-0020 from Flagler County "AC, Agriculture District" to City of Bunnell "AG&S, Agriculture and Silviculture District". - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2023-12 Strickland Rezoning	Ordinance
Location Map	Location Map(s)

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning for 5.0 acres of land from Flagler County "AC, Agriculture" to City of Bunnell "AG&S, Agricultural and Silviculture District".

In accordance with local notification requirements, letters providing notice of First Reading were mailed out on May 16, 2023, to adjacent property owners within 300 feet of the subject property within the City of Bunnell limits. Signs providing information of the public hearing were posted on the subject property on May 16, 2023.

Background:

The applicant, Stephen Strickland, recently created a 5.0 acre parcel that is 0.15 miles east from County Road 304. The applicant plans to develop the subject parcel for a single-family residence.

The property is currently zoned Flagler County "AC, Agriculture". As of now, the City is undergoing Phase 2 of a 3-Phase mass rezoning. Phase 2 will be rezoning properties that were annexed into the City of Bunnell back in 2006-2007 to City zoning from Flagler County zoning. When these properties were incorporated, they were given a City of Bunnell Future Land Use but were never assigned a zoning classification, therefore retaining the obsolete County zoning. Phase 3 will be ridding Conservation-1 and Conservation-2 land uses in the Comprehensive Plan and amending

the FLUM of the properties affected which would have included the parent parcel of this subject property. The applicant does not favor the timeline that was given for Phase 3 to be adopted and has requested this change ahead of what the estimated timeline would be for the changes to be enacted by the mass rezoning project.

The proposed zoning classification is City of Bunnell "AG&S, Agricultural and Silviculture District". This zoning classification allows for a residential density of one (1) dwelling unit per five acres. This will be consistent with the proposed Future Land Use and with what is proposed for Phase 2 & 3 of the mass rezoning. The current County zoning is obsolete and will not allow for any development to occur on the subject property. Amending the zoning to City zoning will relieve this restraint and will allow for the applicant's plans to move forward.

Staff Recommendation:

Approve Ordinance 2023-12 Request to amend the official zoning map for 5.0 acres of land from Flagler County "AC, Agriculture" to City of Bunnell "AG&S, Agricultural and Silviculture District". - First Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 5.0 ACRES, OWNED BY STEPHEN STRICKLAND, BEARING PARCEL ID: 01-13-30-0000-01010-0020 LOCATED APPROXIMATELY 1.59 MILES ON COUNTY ROAD 304 FROM US HIGHWAY 1 AND APPROXIMATELY 0.15 MILES DIRECTLY EAST FROM COUNTY ROAD 304 IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY “AC, AGRICULTURE” TO CITY OF BUNNELL “AG&S, AGRICULTURE AND SILVICULTURE 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, Stephen Strickland, the owner of certain real property, which land totals 5.0 acres in size and is assigned Tax Parcel Identification Number 01-13-30-0000-01010-0020 by the Property Appraiser of Flagler County; and

WHEREAS, Stephen Strickland 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 the subject property, totaling 5.0 acres located approximately 1.59 miles on County Road 304 from US Highway 1 and approximately 0.15 miles directly east from County Road 304, rezoned to the “AG&S, Agriculture and Silviculture District” zoning classification from the existing Flagler County “AC, Agriculture” 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 May 2, 2023 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.

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in Exhibit "A" attached to this Ordinance, and totaling 5.0 acres in size, shall be rezoned to the City of Bunnell "AG&S, Agriculture Silviculture District" zoning classification from the existing Flagler County "AC, Agriculture" zoning classification;

LEGAL DESCRIPTION: A PORTION OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2284, PAGE 1354, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE RUN N89°04'36"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 200.00 FEET; THENCE RUN S16°21'53"E, A DISTANCE OF 776.23 FEET; THENCE RUN S89°34'00"W, A DISTANCE OF 373.51 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE RUN; THENCE RUN N03°26'06"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 765.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.00 ACRE.

TAX PARCEL IDENTIFICATION NUMBER: 01-13-30-0000-01010-0020

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

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-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-XX

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

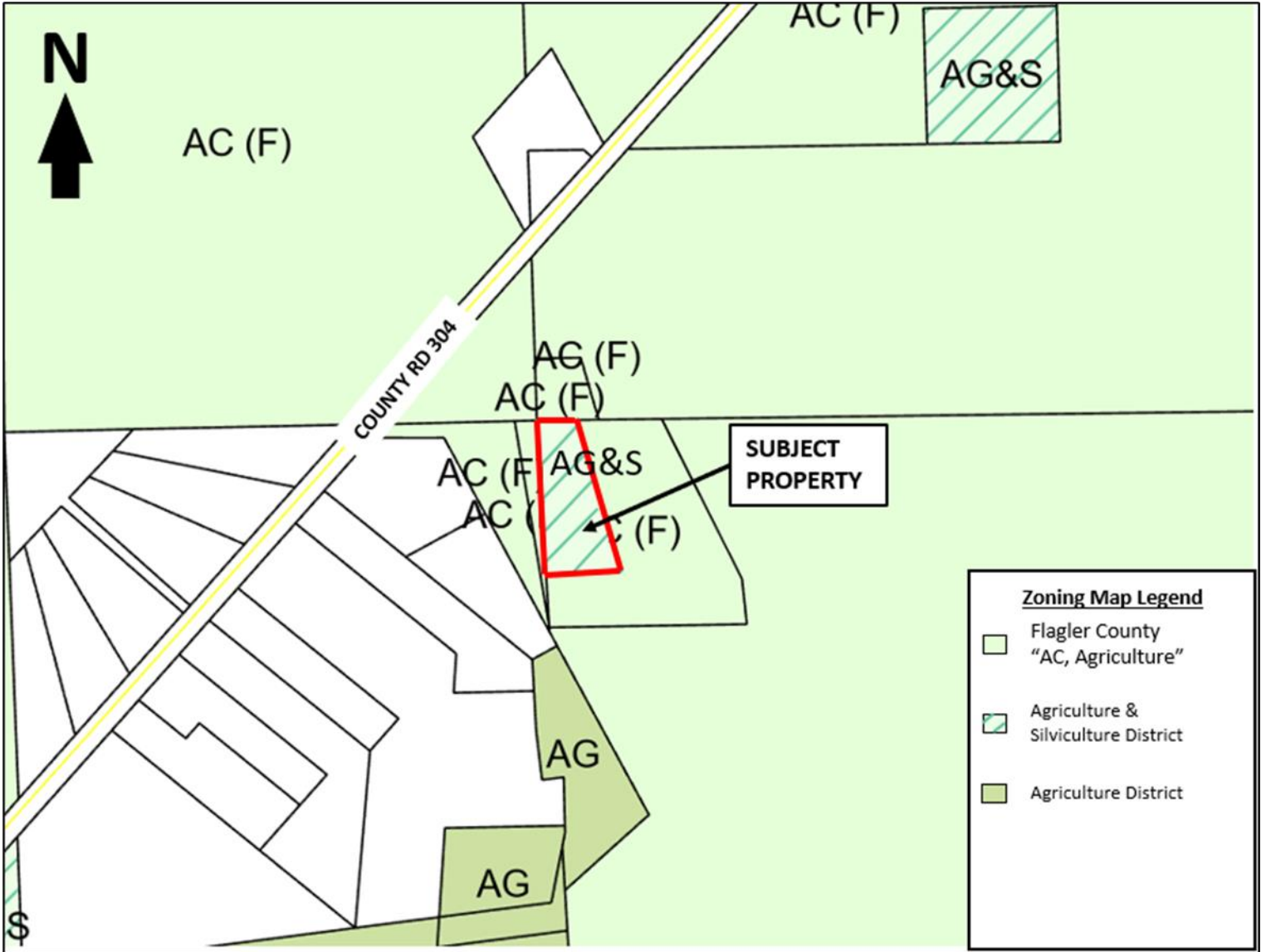
Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Zoning Map



Location Map





City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 5/12/2023 Amount:
Department: Community Development Account #:
Subject: Request approval for the Stillwell Apartments trash compaction service/maintenance agreement.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Stillwell Apartments Trash Compaction Service/Maintenance Agreement	Contract

Summary/Highlights:

This is a request to approve the agreement between the City of Bunnell and Framework Group LLC for having and maintaining trash compactors in the Stillwell Apartments Multi-family residential development. The site plan for this development was approved with conditions by the Planning, Zoning and Appeals Board on March 7, 2023 with this agreement being a condition listed on the approval.

Background:

During site plan review process for the proposed development, it was discovered that the developers planned on utilizing a trash compactor for solid waste versus dumpsters. At the time, the City had no fee rates for compacted trash services. The developers and City staff had multiple meetings to work towards a solution to get the proposed multi-family project to satisfactory levels to get it on the Planning, Zoning and Appeals agenda. When it was brought before the Planning Board, it was approved with multiple conditions that would need to be satisfied prior to any building permits being issued, one of which is the trash compaction service/maintenance agreement. As of now, fees were recently adopted for compacted trash.

The agreement outlines the responsibilities of the permittee to install and maintain the trash receptacles and the vertical compactors that are capable of being serviced by the City's waste management vehicles.

Staff Recommendation:

Approve the Stillwell Apartments trash compaction service/maintenance agreement.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

MAINTENANCE AGREEMENT
FOR INSTALLATION AND MAINTENANCE OF
WASTE MANAGEMENT FACILITIES

THIS MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 2 day of MAY, 2023, by and between the CITY OF BUNNELL, a political subdivision of the State of Florida, whose address is 604 E Moody Blvd, Bunnell, FL 32110 (hereinafter referred to as the "City"), and FRAMEWORK GROUP, LLC, whose address is 1211 N. Westshore Blvd, Suite 802, Tampa, FL 33607 (hereinafter referred to as the "Permittee") (hereinafter referred to individually as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Permittee is developing a multifamily development known as Stillwell Apartments (the "Project") on real property located within Flagler County, Florida, as more particularly described as Flagler County Property Appraiser Parcel Identification No. 12-12-30-2150-00010-0010, as further described in **Exhibit A** (the "Property");

WHEREAS, the City's Code of Ordinances, Section 50-8, states that the City shall have sole and exclusive rights to collect refuse, garbage, recyclables, and yard waste as defined in the city ordinance for solid waste, within the corporate limits of the City of Bunnell, subject to certain conditions and exemptions;

WHEREAS, the Parties desire to cooperate in the provision of waste management services to support the Project; and

WHEREAS, this Agreement serves as the maintenance agreement for the Permittee to install and maintain certain waste management devices within the Project, as further detailed herein.

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings expressed here, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Permittee Responsibilities. The Permittee shall be responsible for the installation and maintenance of trash receptacles and a vertical compactor capable

of being serviced by the City's waste management vehicles, of which design shall be generally as set forth in **Exhibit B**, attached hereto, although an alternative system that is acceptable to the City's Waste Management department shall be deemed acceptable under this Agreement (collectively the "Waste Management System"). Maintenance of the Waste Management System shall include initial purchase and installation, general upkeep and inspection, cleaning, executing repairs, and replacement, as necessary.. Permittee shall ensure that such system includes a collection system to manage runoff or system leakage, which system shall be reviewed and approved by the City's Waste Management Department prior to installation. Permittee shall not be liable for costs of repair or replacement for any issue that is caused by, arises from, or is contributed to by the intentional actions, negligence or willful misconduct of the City. Permittee shall be liable for the costs, repair or replacement for any other damages to Waste Management System, whether caused by act of God, nature, vandalism, or any damage caused by Permittee, tenants or their invitees, vendors, contractors, delivery persons, or any other persons on the property whether invited or trespassing.

All enclosures for the Waste Management System shall be built to minimum construction standards, and shall allow for adequate width, ingress and egress needed for the operation of City's waste management vehicles.

A solid waste account with the City shall be opened and maintained by the Permittee or the Permittee's authorized representative. All monies owed for actual services provided to Permittee shall be solely the responsibility of the Permittee and shall not inure onto the City in any way.

If at any time while the terms of this Agreement are in effect it shall come to the attention of the City that the Permittee's responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, the City Manager or designee may, at his/her sole discretion, issue a written notice to the Permittee to place the Permittee on notice thereof. Thereafter, the Permittee shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the City may at its option, proceed as follows:

(A) Perform the maintenance obligation declared deficient using either the City or a contractor's material, equipment and personnel. The actual cost for such work will be the responsibility of the Permittee upon Permittee's receipt of an invoice together with supporting documentation sent by the City for actual costs incurred by the City to perform such work, or

(B) Terminate this Agreement in accordance with Section 7 of this Agreement.

Section 3. Costs and Indemnity. The Permittee agrees and acknowledges that no part of this Agreement shall cause additional costs to the City, and that costs for services provided by the City shall be determined based on the weights of the compacted loads. The Permittee shall, to the extent and limits authorized by controlling

law, indemnify, hold harmless and defend the City from and against all liability and expense, including reasonable attorney's fees and costs, with respect to any and all claims whatsoever for personal injuries or property damage, including loss of use, incurred by the City arising from any negligent or deliberate acts or omissions of the Permittee or its assigns, contractors, employees, officers or agents undertaken with respect to the Permittee's obligations pursuant to this Agreement. Notwithstanding the foregoing, in no event shall Permittee be responsible for defending, indemnifying or holding harmless the City to the extent that any claim is caused by, arises from or is contributed to by the intentional actions, negligence or willful misconduct of the City. The Parties shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by the Permittee or any third party in its use of the City right-of-way. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

Section 4. Non-Waiver. No failure of either party hereto to exercise any right hereunder or to insist upon strict compliance with any obligations specified herein shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 5. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment of this Agreement shall not be binding upon the Parties to this Agreement unless such amendment is in writing and executed by the Parties to this Agreement.

Section 6. Successors. This Agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including subsequent owners of the Property.

Section 7. Conflict Resolution/Breach of Agreement. All disputes shall be governed by the laws of Florida without regards to any conflicts of law provisions and venue of any dispute shall be solely in Flagler County. In the event of any litigation or dispute between the Parties arising out of this Agreement, each Party will bear its own attorneys' fees and costs, unless such attorney's fees and costs are awarded to the prevailing Party by a Court of competent jurisdiction. In the event of a material breach of this Agreement, the non-breaching party shall provide written notice of a breach to the other party. If the other party does not remedy the breach within thirty (30) days after receipt of the written notice, or such additional time as may be reasonably necessary and agreed upon by both Parties to remedy such breach, the non-breaching party may then terminate this Agreement by providing at least thirty (30) days' notice in writing to the other party.

Section 8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be construed to be an original hereof.

Section 9. Notices. Any notice by either party hereto shall be in writing and shall be sent by United States Registered or Certified Mail, postage prepaid, or by a nationally or regionally recognized overnight delivery service that maintains records of delivery (e.g., Federal Express), addressed to the party being notified at the address given below or at any other address which said party may from time-to-time hereafter designate to the other in writing:

TO THE CITY:

City of Bunnell
Alvin Jackson
City Manager
1769 E Moody Blvd,
Bunnell, FL 32110

With a copy to:

Paul Waters, Esq.
City Attorney
Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789

TO PERMITTEE:

FRAMEWORK GROUP, LLC
Attn: Phillip Smith
1211 N. Westshore Blvd, Suite 802,
Tampa, FL 33607

With a copy to:

Cobb Cole Law Firm
Attn: Jessica Gow, Esq.
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

10. Recording of Maintenance Agreement. This Agreement shall be recorded in the public records of Flagler County, Florida, so that Permittee's Property, as legally described in **Exhibit A**, and its successors or assigns, shall be made subject to the requirements of this Agreement.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates as shown below.

SIGNATURE BLOCKS FOLLOW:

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:

Exhibit A

Permittee Property

LEGAL DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF TRACT 7 AND TRACT 8, BLOCK A AND A PORTION OF TRACT 10, TRACT 11 AND TRACT 12, BLOCK B, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND OF BUNNELL, FLORIDA AS RECORDED IN MAP BOOK 1 PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING WITHIN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OR THE EAST LINE OF SAID SECTION 12, WITH THE NORTH RIGHT-OR-WAY LINE OF STATE ROAD 100, (A 200.00 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD 100, PROJECT NO. 73020-2509), SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH, THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE HAVING A RADIUS OF 23018.32 FEET AND CENTRAL ANGLE OF 01°07'02" WITH A CHORD BEARING S89°28'51"W; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 448.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S88°55'20"W, 976.17 FEET TO THE SOUTHWEST CORNER OF PALM POINTE CONDOMINIUM AS DESCRIBED IN OFFICIAL RECORDS BOOK 1233, PAGE 1080, SAID PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM PARCEL, N01°09'14"W, 20.00' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID CONDOMINIUM PARCEL, N01°09'14"W, 1090.87 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM PARCEL, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF EASTHAMPTON - SECTION 34 SEMINOLE WOODS AT PALM COAST AS RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 48, SAID PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE, S88°37'02"W, 1850.01 FEET TO THE NORTHEAST CORNER OF STOR-IT SELF STORAGE AS RECORDED IN OFFICIAL RECORDS BOOK 2072, PAGE 1955, SAID PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID STOR-IT PARCEL, THE FOLLOWING 5 COURSES, S25°08'26"E, 693.50 FEET; THENCE S65°52'03"E, 27.39 FEET; THENCE S01°05'40"E, 24.42 FEET; THENCE S88°53'29"W, 8.67 FEET; THENCE S25°08'26"E, 450.88 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD 100, PROJECT NO. 73020-2509; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N88°55'20"E, 1368.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1,748,393 SQ. FT. OR 40.14 ACRES, MORE OR LESS. 1,748,393 SQ. FT. OR 40.14 ACRES, MORE OR LESS.

Exhibit B

Waste Management System

Vert-I-Pack™ (VIP)

Vertical Compactor/Container

The Marathon® **Vert-I-Pack** (VIP) vertical compactors are ideal for applications where space for a compaction system is limited, or where roll-off collection service is not available. This unit is designed to handle dry or wet waste and is perfect for shopping plazas, restaurants, cafeterias, fast food locations, hospitals, nursing homes, schools, and much more.



Side-feed 6 cu. yd.
configuration pictured



Vert-I-Pack™ Features

- ▼ *Use for front, side, or rear-feed applications*
- ▼ *Adjustable to accommodate 4, 6, or 8 cubic-yard containers*
- ▼ *Low-Profile feed heights*
- ▼ *Rigid anchoring platform*
- ▼ *Triple interlock system*
- ▼ *Available from 3 to 8 cubic-yard capacities*



WASTE COMPACTORS



Vert-I-Pack™ (VIP) Compactor

With 4, 6, or 8 Cubic-Yard Capacity Container

Perfect for:



Shopping Malls



Supermarkets



Fast Food Restaurants



Hospitals/Institutions

Vert-I-Pack™ Benefits for the Hauler

- ▼ The Vert-I-Pack vertical compactor is designed to simplify compacted waste dumping, save driver time, and substantially reduce maintenance costs. A front-load operator can remove and empty the container in less than 90 seconds.
- ▼ Vert-I-Pack has a reversible feature that allows the unit to be easily converted to a front or rear feed configuration by moving the interchangeable bolt-on container stops. This enables one compactor to be used for a variety of applications.
- ▼ The Vert-I-Pack telescoping legs allow for up or down adjustment to accommodate 4, 6, or 8 cubic-yard containers. The process of vertical compaction eliminates all openings in the side of the container from which waste materials can leak or spill. The location of the ram above the refuse prevents trash and liquids from collecting behind the packer panel, which can foul the cylinder or create damage, especially in freezing weather. Integral container guides provide three inches of vertical tolerance, making re-entry fast and smooth.

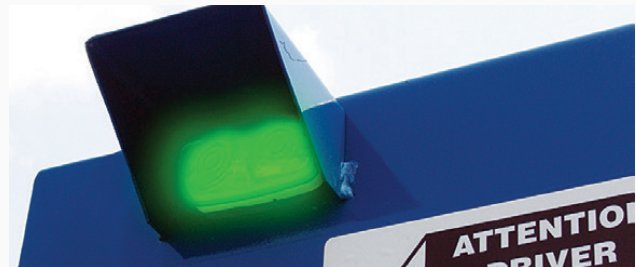


6 C.Y. front-load, front-feed configuration shown



Side-Feed Configuration

Pictured above is an example of the **Vert-I-Pack** side-feed configuration installed at a supermarket equipped with an optional “thru-the-wall” security chute.

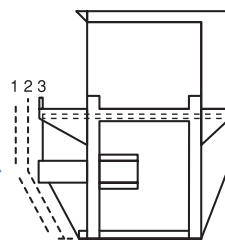


Integrated Driver Light

The Integrated Driver Light illuminates green to signal the driver that the container is okay to be removed and dumped, making operation quick and simple.

VIP-LOCK®

The Marathon® **VIP-LOCK** positive container lock-in device prevents container “walking.” The container “rides over” the compactor unit as the truck moves the container into place. In the fully inserted position, the compaction force inside the container prevents it from moving out of place.



VIP-LOCK®

Sequence of operation



For more information or to order, call 1-800-633-8974 or visit us at www.marathonequipment.com

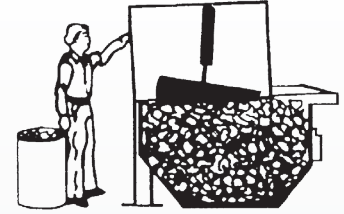


Vert-I-Pack™ Benefits for the Operator

- ▼ The Marathon[®] line of low-profile Vert-I-Pack compactors range in size from three to eight cubic yards. They are available with feed heights as low as 45", and in front, rear, or side-feed configurations. The Vert-I-Pack keeps refuse inside the unit, unlike unsightly open containers which often attract scavengers and vermin. The Vert-I-Pack also prevents others from dumping refuse into your container since the Vert-I-Pack is key-operated and controlled. The Vert-I-Pack stores refuse in an ozone-rich atmosphere (with optional ozonation device), helps control odors, and manages insects and their larvae.
- ▼ The Vert-I-Pack is a real space saver. With more than 13 tons of crushing force, it reduces the contents of many non-compacting open containers into one Vert-I-Pack container. This saves time and money as the hauler has just one container to pick up. It also lengthens the time between pick-ups, which can eliminate weekend overflow and the need for expensive special pick-ups.
- ▼ The Vert-I-Pack is designed with the operator in mind. It has no heavy or clumsy lids to open and close, just a single easy-to-open door.
- ▼ The Vert-I-Pack controls employee pilferage. The optional security kit (rear-feed and side-feed units only) enables the unit to be fed from inside the building, eliminating the temptation of employees to place merchandise into a box, stash the box in the trash container, and return later to retrieve the merchandise. The locking feature also prevents illegal dumping by third parties into your container. With today's waste removal costs, it is important to safeguard valuable waste disposal capacity/resources.
- ▼ The Vert-I-Pack Triple Lock mechanical door interlock prevents the door from being opened at all times except when the unit is in the proper feeding position. A second interlock prevents the unit from cycling (operating) when the door is in the open position. The third interlock prevents the unit from functioning when the container is not in the proper position.

Simple and Safe User Operation

1



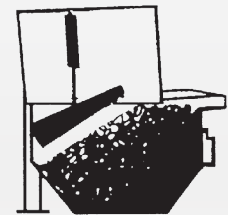
The operator inserts the key and turns it to the "UP" position. The ram moves from the mid-point position to the up position. The door can now be opened.

2



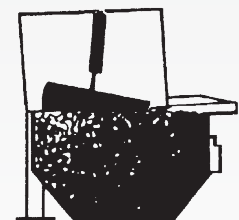
The large opening allows even 30-gallon containers to be emptied easily.

3



After feeding, the operator closes and latches the door and removes the key. The unit then cycles automatically when the door is closed. With more than 13 tons of crushing power, the Vert-I-Pack forces the ram 18 inches into the container.

4



After the ram reaches maximum penetration, it automatically reverses itself. The unit automatically shuts down when the ram reaches the mid-point position at the top of the container. The ram remains in this position until the next use, sealing off the top of the container and applying constant pressure to the refuse. This helps to increase compaction and reduce spring-back.

WASTE COMPACTORS



Vert-I-Pack™ (VIP)

Vertical Compactor With 4, 6, or 8 Cubic-Yard Container

Dimensions and Specifications

Specifications		
Container Capacity	0.52 yd ³	0.40 m ³
Feed Opening (L x W)	23.5" x 45"	597mm x 1143mm
Ram-Face Size (W x H)	48" x 36"	1219mm x 914mm
Performance Characteristics		
Cycle Time	30 seconds	
Total Normal Force	26,400 lbs.	117 kN
Total Maximum Force	30,200 lbs.	134 kN
Ram-Face Pressure	15.3 psi	105 kPa
Maximum Ram-Face Pressure	17.5 psi	121 kPa
Ram Penetration	18"	457mm
Electrical Equipment		
Electric Motor 3/60/230-460	3 hp	2.2 kW
Electric Control Voltage	120 VAC	
Standard Controls Include	3-Button Controls: Keylock Start/Stop/Reverse	
Hydraulic Equipment		
Hydraulic Pump	3 gpm	11.4 L/min
Normal Pressure	2,100 psi	145 bar
Maximum Pressure	2,400 psi	166 bar
Hydraulic Cylinder - Bore	4"	102mm
Hydraulic Cylinder - Rod	2"	51mm
Hydraulic Cylinder - Stroke	16"	406mm

Model	Size	Feed Height	Complete Assembly Weight	Overall Height	Overall Length/Width	Overall Depth
Front-Load Collection Trucks						
Front Feed	3 yd ³	46 3/4"	3,464 lbs.	86 1/2"	96"	62 3/4"
	2.1 m ³	1187mm	1571 kg	2197mm	2438mm	1588mm
Front/Rear Feed	4 yd ³	44 7/8"	4,014 lbs.	85 1/4"	92 3/8"	83 1/4"
	3.1 m ³	1140mm	1821 kg	2165mm	2346mm	2115mm
Front/Rear Feed	6 yd ³	56 1/2"	4,161 lbs.	96 7/8"	92 3/8"	83 1/4"
	4.6 m ³	1435mm	1887 kg	2461mm	2346mm	2115mm
Front/Rear Feed	8 yd ³	74 3/8"	4,351 lbs.	115"	92 3/8"	83 1/4"
	6.1 m ³	1895mm	1974 kg	2921mm	2346mm	2115mm
Side Feed	6 yd ³	61 3/4"	4,055 lbs.	101 3/4"	96"	76"
	4.6 m ³	1568mm	1839 kg	2584mm	2438mm	1930mm
Side Feed	8 yd ³	79 3/4"	4,290 lbs.	119 3/4"	96"	76"
	6.1 m ³	2026mm	1946 kg	3042mm	2438mm	1930mm
Rear-Load Collection Trucks						
Front Feed	4 yd ³	52"	3,827 lbs.	92 1/2"	96"	78 3/4"
	3.1 m ³	1321mm	1,736 kg	2350mm	2438mm	2000mm
Rear Feed	4 yd ³	52"	3,626 lbs.	92"	96"	90 3/4"
	3.1 m ³	1321mm	1,645 kg	2350mm	2438mm	2299mm
Rear Feed	6 yd ³	50 1/2"	4,252 lbs.	91"	96"	132"
	4.6 m ³	1283mm	1,929 kg	2311mm	2438mm	3353mm

* Reversible/adjustable feature not available on Side Feed models

Pictures and mechanical diagrams in this literature are illustrative only and may not be to scale. Specifications are subject to change without notice in order to accommodate improvements to the equipment. Certified in compliance with ANSI standard Z245.2, all applicable OSHA Regulations. Products must be used only by trained operators in accordance with the Operator Manual, as well as applicable regulations, laws, and ANSI standards.

For detailed specifications, recommendations, or to request a site survey comparing various systems, contact the Marathon® Sales Team at MarathonSales@MarathonEquipment.com

Authorized Dealer:



Marathon Equipment Company | P.O. Box 1798 | Vernon, AL 35592-1798

Learn more about Marathon Equipment: 800.633.8974 | www.marathonequipment.com



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 5/30/2023 Amount:
Department: City Manager Account #:
Subject: Request Approval to Partner with the City of Palm Coast to Pursue the
Department of Transportation's Charging and Fueling Infrastructure
Discretionary Grant Program
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Quality of Life

ATTACHMENTS:

Description	Type
Letter of Intent	Exhibit
EV Site Agreement (SWA Public-Private Partnership)	Contract

Summary/Highlights:

The City of Palm Coast is leading an effort to pursue the Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Program. This opportunity would increase EV chargers in the region. Currently, the City of Palm Coast, the City of Bunnell & Flagler Beach have agreed to join efforts and created a coalition to increase chargers throughout the region.

Background:

The City of Palm Coast has requested a letter of support for the project and if amenable for Flagler County to join the coalition and partner to expand into County areas such as Flagler County's Administration Building, the airport, and the new library. The grant covers 80% of costs and the private industry covers the other 20% with a 5-year warranty. Utility and maintenance costs would be covered by the private entity and written into the bid process.

Expanding the availability of charging stations across the communities will bring convenience and accessibility to both residents and visitors who rely on EV charging. This expansion ensures that individuals using alternative fuel vehicles have the infrastructure needed to meet their charging requirements, ultimately promoting sustainable transportation options throughout the County.

Easy access to EV charging stations is critical for Flagler County for several reasons. First, as a growing community, Flagler County requires the infrastructure to support its expansion and accommodate the increasing number of electric vehicles on its roads. By providing convenient access to EV chargers, the county can encourage the adoption of electric vehicles, which in turn

helps reduce greenhouse gas emissions and air pollution, contributing to a cleaner and healthier environment.

Staff Recommendation:

Request the Board approve the request to pursue the grant and provide a letter of intent to participate with the City of Palm Coast and approve the site agreement with SWA (a Private/Public Partnership) to locate 7 EV stations, just north of new City Administration Building and to locate 1 EV at the Historic Coquina City Hall.

2400 Commerce Parkway, Bunnell, FL 32110

- 7-10 Level 2 chargers

200 S. Church St

- 1 Level 2 charger

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend Approval

City Manager Review/Recommendation:

Approved.

**CATHERINE D. ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

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



COMMISSIONERS:
TONYA GORDON
TINA-MARIE SCHULTZ
PETE YOUNG

June 12, 2023

Subject: Intent to Participate in Grant Opportunity for Electric Vehicle Infrastructure

To the Department of Transportation alongside City of Palm Coast:

The City of Bunnell is writing to express intent to participate in the upcoming grant opportunity announced by the Department of Transportation for the installation of electric vehicle (EV) infrastructure.

Installing electric vehicle infrastructure brings numerous benefits to individuals and communities alike. By expanding the charging infrastructure network, we can accelerate the transition to electric vehicles and contribute significantly to air quality.

Some of the positive outcomes that arise from the installation of EV infrastructure include:

1. **Environmental Benefits:** Electric vehicles produce zero tailpipe emissions, reducing air pollution and improving local air quality. By increasing the availability of charging stations, we can facilitate the adoption of EVs, leading to reduced dependence on fossil fuels and a significant reduction in carbon dioxide emissions.
2. **Energy Independence:** With the installation of a robust EV infrastructure, we can shift our reliance from imported fossil fuels to domestically produced electricity. This transition promotes energy independence and strengthens our national energy security.
3. **Economic Growth and Job Creation:** The development and expansion of electric vehicle infrastructure will stimulate economic growth and create new employment opportunities. It will require the deployment of skilled workers for the installation, maintenance, and operation of charging stations, fostering job creation in various sectors.

By supporting the grant opportunity to expand electric vehicle infrastructure, we can take a significant step towards achieving a sustainable transportation system and a greener future. The City of Bunnell is committed to actively participating in this initiative and will dedicate efforts to ensure the successful implementation of EV charging stations in our community.

Thank you for your attention to this matter. We look forward to the opportunity to contribute to the growth of electric vehicle infrastructure and promote sustainable transportation solutions.

Sincerely,

Catherine D. Robinson
Mayor, City of Bunnell

ELECTRIC VEHICLE DC FAST CHARGING SITE HOST AGREEMENT

THIS ELECTRIC VEHICLE SITE HOST AGREEMENT (the "**Agreement**") is entered into as of this 12th day of June, 2023 ("**Effective Date**"), between the City of Bunnell (BUNNELL or CITY) and Stephenson, Wilcox and Associates (SWA), ("**HOST**"). BUNNELL and HOST may be referred to individually as a "Party" and collectively as the "**Parties**".

RECITALS

WHEREAS, Bunnell is launching an electric vehicle charging infrastructure program (the "**Program**"), pursuant to which BUNNELL will install, own, operate, maintain and support electric vehicle supply equipment ("**EVSE**").

WHEREAS, HOST desires to become a participant in the Program and have BUNNELL install, own, and maintain the EVSE and associated signage, wires, cables, electric meter and panel and other behind-the-meter equipment (collectively, the "**Equipment**") and associated front-end electric infrastructure, including wires, cables, conduits, transformers and related accessories and other equipment (the "**Infrastructure**") on the properties identified in the Statements of Work attached hereto as Exhibit A (each, a "**Statement of Work**"), which is incorporated herein by reference (individually or collectively referred to as the "**Property**");

WHEREAS, BUNNELL wishes to partner with HOST in the Program and to install the Equipment and Infrastructure at the Property in accordance with the terms of this Agreement and the Program; and

WHEREAS, BUNNELL has selected a company to provide network access for the Program (the "**Network Provider**") and the Network Provider may charge nominal transaction fees to drivers for charging sessions, the payment of which is set forth in Section 1(c) below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. BUNNELL'S OBLIGATIONS.

a. BUNNELL and/or its Contractor shall design and construct the Equipment and Infrastructure in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. BUNNELL and/or its Bunnells will coordinate location, placement, and connection of the Equipment with HOST. Bunnell will obtain electrical permits only. Should the proposed installation schedule require modification, BUNNELL shall notify the HOST within a reasonable amount of time of such changes. At the option of BUNNELL, all Equipment shall be BUNNELL branded. Notwithstanding the foregoing, at BUNNELL's option, if permitted and reasonably practical, the electric meter, panel, and a portion of the Equipment shall be

BUNNELL and HOST co-branded, with such specifications to be mutually agreed upon by the Parties.

b. BUNNELL shall install and own a new electric meter and panel at the Property, which shall represent a separate new account independent from that of the HOST.

c. BUNNELL shall charge the prevailing approved rate in effect at the time. The charges to be paid by such drivers will be collected by the Network Provider.

d. During the Term (as defined in Section 3 below) of this Agreement, subject to Section 2(c) below, BUNNELL and/or its Contractor shall maintain and repair the Equipment and Infrastructure at BUNNELL's expense. BUNNELL shall repair the Equipment and/or Infrastructure promptly following notification from HOST. BUNNELL shall have the right to repair, modify or replace the Equipment and/or Infrastructure at any time during the Term of this Agreement. BUNNELL shall schedule access for installation, maintenance and repairs during a mutually agreeable time. In emergency situations, HOST will provide BUNNELL access as soon as reasonably possible and, if directed by BUNNELL, will immediately cease the operations of the EVSE or otherwise prohibit use of the EVSE for such time as directed by BUNNELL.

2. HOST'S OBLIGATIONS.

a. HOST shall provide BUNNELL, its representatives, Network Provider, and designees access to the Program site for purposes of design and installation of the Equipment and Infrastructure.

b. HOST agrees to grant BUNNELL permission as needed for BUNNELL to install the Equipment and Infrastructure and implement the Program at the Property. If determined by BUNNELL, as a requirement for HOST's participation in the Program, HOST agrees to execute a BUNNELL easement as required by BUNNELL in order to grant it sufficient rights for the installation, maintenance, repair and replacement of the Infrastructure.

c. HOST shall grant to BUNNELL and/or its contractor such access to the Property as may be deemed necessary or desirable by BUNNELL for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or otherwise requires repairs, HOST shall notify BUNNELL promptly. HOST shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If HOST violates the preceding sentence, BUNNELL shall repair or replace the Equipment at HOST's sole expense.

d. HOST acknowledges that BUNNELL and/or its Contractor will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. BUNNELL shall own all rights to such data and information. HOST acknowledges that such data and information will be used and disclosed by BUNNELL and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. BUNNELL will make available to the HOST, relevant station utilization data to assist with decisions to invest in additional charging stations by the HOST.

e. HOST shall provide public, nondiscriminatory access to the EVSE year-round, 24 hours a day, seven days a week and shall ensure that the charging point is accessible during such times.

f. HOST shall be permitted to promote and advertise the Program; provided, however, BUNNELL reserves the right to review and approve any and all advertising, marketing, co-branding or promotional copy or materials developed or used by the HOST which references the HOST's participation in the Program. BUNNELL may require the HOST to submit such copy and materials for pre-approval. Approval shall be granted, unless BUNNELL in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in BUNNELL's best interest. In the event that BUNNELL does not approve, HOST agrees to remove from circulation or otherwise discontinue the use of any such materials. HOST shall not use, reproduce or display any trademark owned or held by BUNNELL or any of its affiliates without the prior written consent of BUNNELL.

g. HOST shall use commercially reasonable efforts to maintain the electric vehicle parking area in safe condition, to at least the same standard as it customarily maintains the common areas at the HOST Property. HOST shall take reasonable measures to enforce applicable parking codes and statutes to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. TERM AND TERMINATION.

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue for ten (10) years (the "Term"), unless sooner terminated or extended as provided herein. BUNNELL shall have the right to extend the Term of this Agreement for one year by giving HOST written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration or an extension of the Term, BUNNELL in its sole discretion, may either remove the Equipment or transfer title to the Equipment to HOST as set forth in Section 5 below.

b. Notwithstanding anything herein to the contrary, BUNNELL shall have the right to terminate this Agreement at

any time upon thirty (30) days written notice to HOST, which shall be effective as of the effective date of termination set forth in such notice. In addition, in the event BUNNELL determines that the Property is not technically compatible for the purposes hereunder, BUNNELL shall have the right to terminate this Agreement immediately upon written notice to HOST. Unless otherwise agreed to by the Parties, BUNNELL shall remove the Equipment following any such termination and return the area to normal parking, in each case at BUNNELL's sole expense; provided, however, that BUNNELL shall have the option but not the obligation to remove any Infrastructure.

c. Notwithstanding anything herein to the contrary, HOST shall have the right to terminate this Agreement at any time after the fifth (5th) term year upon ninety (90) days written notice to BUNNELL, which shall be effective as of the effective date of termination set forth in such notice (the "**Termination Date**"). In the event of a termination of this Agreement pursuant to this Section 3(c), HOST shall pay to BUNNELL on the Termination Date an amount equal to the Termination Fee (as defined below). Unless otherwise agreed to by the Parties, BUNNELL shall remove the Equipment following any such termination and return the area to normal parking, in each case at HOST's sole expense; provided, however, that BUNNELL shall have no obligation to remove any Infrastructure.

d. The "**Termination Fee**" shall be calculated by BUNNELL and shall equal the pro rata portion of the depreciated dollar value of the Equipment and Infrastructure attributable to the portion of the Term not completed. For informational purposes only, BUNNELL's good faith estimate of the full dollar value of the Equipment and Infrastructure for a particular Property as of the date of a particular Statement of Work shall be included in the Statement of Work for such Property; provided, however, that such estimate shall have no impact on the actual calculation of the Termination Fee.

e. In no event shall the duration of the use of HOST's Property under any Statement of Work exceed the Term of this Agreement.

4. ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE. BUNNELL shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. During the Term, HOST will not be billed for the electricity utilized by the EVSE, other than pursuant to its utilization of the EVSE in accordance with Section 1(c). The Parties acknowledge and agree that, pursuant to the tariff on file with the Florida Public Service Commission, BUNNELL does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.

5. TITLE TO EQUIPMENT. At all times during the Term of this Agreement, title to the Equipment and Infrastructure shall remain with BUNNELL and neither the Equipment nor the Infrastructure shall be considered fixtures or in any way the property of HOST. Upon the expiration of this Agreement, including any extensions thereof, and at BUNNELL's and

HOST's mutual decision, title to the Equipment may transfer to HOST at reasonable book or market value and with no representations or warranties or recourse against BUNNELL. Upon transfer of title to the Equipment to HOST, (i) HOST releases BUNNELL from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer and (ii) HOST will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter. Risk of loss to the Equipment and Infrastructure shall remain solely with BUNNELL until such time that title to the Equipment and Infrastructure shifts to the HOST.

6. GOVERNMENTAL APPROVALS. It is understood and agreed that BUNNELL's ability to install the Equipment and Infrastructure is contingent upon its obtaining after the execution date of this Agreement all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the "**Governmental Approvals**"). HOST shall cooperate with BUNNELL in its effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or BUNNELL determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to BUNNELL is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, BUNNELL shall have the right to terminate this Agreement immediately upon written notice to HOST.

7. ACCESSIBILITY REQUIREMENTS. HOST understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable State of Florida building standards. HOST understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. HOST understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Program and may be dictated by design constraints, by law or regulation or by local jurisdictional authorities. HOST shall be responsible for any construction upgrades to the Property required in order for the Property to be ADA compliant and hereby agrees that BUNNELL will not be responsible for any construction upgrades required for the EVSE or the Property to be ADA compliant, including but not limited to, the construction of ADA-compliant ramps or the inclusion of certain signage or paint markings. In the event construction upgrades to the Property are required in order for the Property to be ADA compliant, HOST shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to BUNNELL.

8. DUTY TO NOTIFY. HOST shall have the duty to notify BUNNELL promptly regarding any unsafe, inoperable or damaged equipment that HOST becomes aware of. In addition, HOST shall promptly report all claims and/or incidents to BUNNELL or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

9. COMPENSATION. Under no conditions shall HOST or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.

10. CHANGES. BUNNELL may initiate changes to the Program as circumstances dictate.

11. HOST REPRESENTATIONS. HOST represents and warrants that: (a) it is the owner or authorized manager of the proposed Property and has the power, authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of HOST under the Program, (b) the Property is subject to no conditions, restrictions or covenants incompatible with the installation, maintenance, repair, replacement or use of the Equipment or Infrastructure; and (c) the Property is free of environmental contamination that violates any laws.

12. DAMAGE TO PROPERTY. BUNNELL shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment/Infrastructure.

13. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

14. SALE OF PROPERTY. HOST shall notify BUNNELL at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, BUNNELL, in its sole discretion, may elect to permit the HOST to transfer this agreement and all obligations of the HOST to the new owner or to remove the Equipment at HOST's sole expense. If BUNNELL elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either Party as of the earlier of (a) the date the sale of the Property is consummated or (b) the date the Equipment is removed.

15. TAXES/TAX CREDITS. To the extent the installation or ownership of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of BUNNELL for the period for which it owns the Equipment provided under this Agreement. If, for any reason, any such credits are not received by BUNNELL, but are instead received by HOST, HOST agrees to promptly pay the dollar amount of any such credits to BUNNELL.

16. LIMITATION OF LIABILITY. In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever. Except for its fraud, willful misconduct or intentional misrepresentation, each Party's aggregate liability relating to this Agreement shall not exceed Two Hundred Thousand dollars (\$200,000) per person and Three Hundred Thousand dollars (\$300,000) per incident.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict of laws principles. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Flagler County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Jacksonville Division of the U.S. Middle District of Florida.

18. ENTIRE AGREEMENT; AMENDMENTS; ORDER OF PRECEDENCE. This Agreement represents the entire agreement between BUNNELL and HOST with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. The Parties may modify and replace any Statement of Work upon mutual agreement in writing. This Agreement may be amended or modified only by a written instrument duly executed by an authorized representative of each Party. The Manager of the HOST's Real Estate Management Division is hereby authorized, on behalf of the HOST, to furnish any notice required or allowed hereunder, or to issue written approval of any amendment or modification to this Agreement or any Statement of Work without the need to seek further approval of the HOST's Board of County Commissioners so long as: (1) the amendment or modification or change in a Statement of Work are determined by the Manager of the HOST's Real Estate Management Division to be in line with the purpose and intent of this Agreement; and (2) the HOST's Risk Management Division reviews and approves the amendment or modification or revised Statement of Work without requiring a change in the insurance, liability, or indemnification provisions of this Agreement. The "Agreement" shall mean and shall consist of the following documents, listed in their order of priority in the event of a conflict: (a) any amendment signed by both Parties; (b) any Statement of Work; (c) the terms of this document; (d) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.

19. SUCCESSORS AND ASSIGNS. Neither Party may assign, convey or transfer all or any part of this Agreement without the prior written consent of the other. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

20. NO WAIVER. No course of dealing or failure of BUNNELL or HOST to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

21. SURVIVAL. All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. SEVERABILITY. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

HOST: Stephenson, Wilcox & Associates (SWA)
2729 E. Moody Blvd. #400
Bunnell, FL 32110

BUNNELL: City of Bunnell
Attn: City Manager
PO Box 756
Bunnell, FL 32110

Notice shall be effective upon receipt or such later date specified in the notice.

24. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

25. NO JOINT VENTURE. The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them

are an agent of, nor has the authority to bind the other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. PHOTOS/VIDEO OF EQUIPMENT. HOST agrees, upon reasonable notice to allow BUNNELL to enter the Property to take photographs or video of the Equipment. BUNNELL shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, HOST consents to BUNNELL's use and disclosure of such photographs or videos of the Property.

27. ATTORNEY'S FEES; WAIVER OF JURY TRIAL. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. **THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.**

28. PUBLIC RECORDS COMPLIANCE. HOST agrees that, to the extent that it may "act on behalf" of the City of Bunnell 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 Bunnell 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 HOST or keep and maintain public records required by the public agency to perform the service. If the HOST transfers all public records to the public agency upon completion of the contract, the Bunnell shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HOST keeps

and maintains public records upon completion of the contract, the HOST 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 BUNNELL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BUNNELL'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.**

29. PUBLIC RECORDS COMPLIANCE INDEMNIFICATION.

HOST agrees to indemnify and hold the City of Bunnell harmless against any and all claims, damage awards, and causes of action arising from the Bunnell's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by HOST'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. HOST authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against HOST in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

30. NON-APPROPRIATION. The City of Bunnell'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 HOST 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.

31. E-VERIFY COMPLIANCE. HOST affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., HOST 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, HOST 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 HOST is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

32. COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.

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

Accordingly, HOST hereby certifies that HOST 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. HOST further hereby certifies that HOST is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. HOST understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject HOST to civil penalties, attorney's fees, and/or costs. HOST further understands that any contract with City for goods or services of any amount may be terminated at the option of City if HOST (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

CITY OF BUNNELL

By: _____

Print Name: _____

Title:

ATTEST:

By: _____

Printed Name:

HOST:

By: _____

Print Name: _____

Title:

ATTEST:

By: _____

Printed Name:

EXHIBIT A
STATEMENT OF WORK
Site Specific Electric Vehicle Infrastructure

This **STATEMENT OF WORK** (“**SOW**” or “**Statement of Work**”) effective _____ is issued pursuant to the _____ Electric Vehicle Site HOST Agreement for installation of DC Fast charger(s) dated _____ (“**Agreement**”) between _____ (“**HOST**”) and the City of Bunnell (“**BUNNELL**”). At the following site location listed below. Each site location shall be issued a separate SOW.

Site Location: _____

	Deliverable	Description
1	Equipment	2 dual head charging stations
2	Infrastructure to be installed/upgraded (Site map attached)	Transformer (size TBD) and switchgear Hardscape improvements, as required Landscape improvements, as required Site Lighting improvements
3	Permits/Notice of Commencement	
4	Site HOST responsibilities	<ul style="list-style-type: none"> - Provide BUNNELL and Bunnell’s contractors site access for design, installation, and maintenance/replacement of equipment and infrastructure. - Maintain 24/7 access for at least 5 years for public charging. - Grant BUNNELL and Bunnell’s contractors rights to data collection and disclosure. - Allow BUNNELL ability to review advertising and marketing materials related to the equipment and infrastructure. - Maintain parking area in a safe condition and alert BUNNELL to any unsafe, inoperable, or damaged equipment.
5	Anticipated Value of Equipment and Infrastructure* *For informational purposes only	
6	Exceptions and Miscellaneous	



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 5/8/2023 Amount:
Department: Attorney Account #:
Subject: Discussion of Impact of Senate Bill No. 102
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
City Attorney Memo	Exhibit
Senate Bill 102	Exhibit

Summary/Highlights:

Senate Bill 102 has been signed by the Governor. This bill does impact the City of Bunnell

Background:

Staff Recommendation:

N/A

City Attorney Review:

Approved- I will go through the impact the Live Local Act will have on the City

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved for Agenda

M E M O R A N D U M

TO: Mayor, Vice Mayor and City Commission Members, City of Bunnell
COPY: Dr. Alvin B. Jackson, City Manager, City of Bunnell
FROM: Paul Waters, Esq., Vose Law Firm, LLP, City Attorney
DATE: May 7, 2023
SUBJECT: “Live Local Act” – Chapter 2023-17, Laws of Florida – Affordable Housing

On March 29, 2023, Governor Ron DeSantis signed Senate Bill 102 - the “Live Local Act”- (“LLA”), which has been codified as Chapter 2023-17, Laws of Florida. The LLA is a broad reaching law that supports the development of affordable housing and places restrictions on local governments. A large portion of the LLA funds programs such as the State Apartment Incentive Loan (“SAIL”) and the State Housing Initiatives Partnership (“SHIP”). The LLA also directs additional funds to the Florida Housing Finance Corporation (“FHFC”). **This is an extremely complicated statute. For the exact details as to the application and effect of this statute, the actual statute, rather than this memorandum, should be consulted.** This memorandum focuses on the LLA’s numerous changes to zoning, land use and local government operations. The LLA affects local governments in the following ways:

Rent Control

Prior to the LLA, local governments could adopt rent control measures: (a) if necessary to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public, (b) for only one (1) year, and (c) if the rent control measure did not apply to seasonal and tourist units, second homes, and luxury apartment buildings. The LLA removes these provisions in current law and forbids rent control under all circumstances. **(Sections 2 & 6)**

Land Use and Zoning Changes

The LLA preempts local governments on zoning, density, and height for certain multi-family developments in commercial areas with an affordable housing component. The following is a list of land use and zoning changes. **(Sections 3 and 5)**

- A proposal to construct multi-family or mixed-use residential projects in areas zoned for commercial or mixed-use may not require a zoning change or comprehensive plan amendment if developer commits to set aside at least 40% of the units as affordable for at least 30 years and serve incomes up to 120% AMI (approximately \$94,000 for a family of four).
- Local Government density and height restrictions for these projects are based on maximum limits of nearby developments.
- Such projects must satisfy all other requirements for multi-family developments (i.e., setbacks, parking, etc.) and are subject to an administrative approval process, which does not require full governing body approval.
- Local governments must consider reducing parking requirements for these developments if located within one-half mile of a major transit stop.
- If a City (this provision does not apply to counties) designates less than 20% of its land area as commercial or industrial, then the multifamily project must be mixed-use residential.

Unlike counties, the multifamily development need not be within a multicounty independent special district to trigger the mixed-use residential requirement.

The LLA removes a local government's ability to approve affordable housing developments pursuant to the statutory process on parcels zoned in residential areas, but also removes the restriction on developers who have applied for/or received SAIL funding for parcels zoned in commercial or industrial use areas.

Property Tax Exemptions

The LLA grants an ad valorem tax exemption for land owned by nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing. **(Section 8)**

The LLA mandates that affordable housing developers shall receive an ad valorem tax exemption for portions of a multifamily project that meet the following requirements: 75% of the assessed value of the property if the qualified property provides housing to natural persons or families whose annual household income is greater than 80% and no more than 120% AMI, or 100% of the assessed value of the qualified property if the project provides housing to natural persons or families whose annual household income does not exceed 80% AMI. To qualify, the multifamily project must be newly constructed and contain more than 70 units dedicated to the above income limits. **(Section 8)**

The LLA states that a governing body of a city or county may adopt an ordinance exempting qualifying portions of property from ad valorem taxes up to: 75% of the assessed value of each residential unit used to provide affordable housing if less than 100% of the multifamily project's units provide affordable housing; or 100% of the assessed value of each residential unit used to provide affordable housing if 100% of the multifamily project's units provide affordable housing. There are numerous requirements in the LLA to qualify for this tax exemption. **(Section 9)**

Miscellaneous

Local governments must prepare an inventory list of all property within its jurisdiction or any dependent special district within its boundaries that may be appropriate for use as affordable housing. To encourage potential development of multifamily housing, the list must be available to the public on the local government's website. In addition to a traditional sale of such property to a developer (with restrictions imposed thereon for affordable housing) or the donation of such property to a nonprofit housing organization for its use in building affordable housing, housing may be developed on the property through a long-term land lease requiring affordable housing. **(Sections 4 and 7)**

Local governments are encouraged to adopt best practices for surplus land programs, including establishing eligibility criteria; making the process for requesting surplus lands publicly available; and ensuring long-term affordability through ground lease by retaining a right of first refusal ("ROFR") to purchase property that is sold or offered at market rate and requiring a reversion of property not used for affordable housing within a certain timeframe. **(Sections 4 and 7)**

The LLA authorizes FHFC to contract with a private entity to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes. **(Section 36)**

Current law provides a set of deadlines for ordinary processing of a building permit, chief among them that a local government must approve, approve with conditions, or deny an application for a building permit within 120 days following receipt of a completed application. Various laws require or encourage local governments to further expedite the permitting process in certain situations, including for those developments utilizing SAIL funding. These statutes largely leave the nature of such expediting to the local governments, resulting in varied experiences throughout the state. The LLA requires that a local government maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited. There are no guidelines in the law to assist a local government in establishing the policy. **(Section 38)**

CHAPTER 2023-17

Committee Substitute for Senate Bill No. 102

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property

used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms; providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplus process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate

the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s. 420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local

Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints; specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the “Live Local Act.”

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls; ~~findings required; procedures.~~—

(1)(a) Except as hereinafter provided, ~~a~~ ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule ~~that which~~ has the effect of imposing price controls upon a lawful business activity ~~that which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county’s ordinance does ~~shall~~ not apply within such municipality.

~~(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.~~

~~(5) A~~ No municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents unless:

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

~~(3)(7)~~ Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain

in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection ~~(4)~~ (2) does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. ~~If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.~~

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land

development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and

maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.~~ Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) (2) does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for residential, commercial, or industrial use. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years,

affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

166.043 Ordinances and rules imposing price controls; ~~findings required;~~
~~procedures.~~—

(1)(a) Except as hereinafter provided, ~~a~~ ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

~~(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on~~

January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.

(5) ~~A~~ No municipality, county, or other entity of local government may not shall adopt or maintain in effect any law, ordinance, rule, or other measure that which would have the effect of imposing controls on rents unless:

(a) ~~Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

(b) ~~Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

(c) ~~Such measure is approved by the voters in such municipality, county, or other entity of local government.~~

(6) ~~In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) ~~By October 1, 2023~~ July 1, 2007, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such

property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~ used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or~~ ~~may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term “affordable” has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and

applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.
2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.
3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting

the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the ~~payment of service charges or costs of collection and enforcement under this section. All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed \$300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with respect to Everglades

restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or \$150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than \$150 million in any fiscal year, the difference between 8 percent of the remainder and \$150 million shall be paid into the State Treasury to the credit of the General Revenue Fund. ~~and deduction of the service charge imposed pursuant to s. 215.20(1),~~ The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or \$466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first \$60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or \$3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or \$300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of \$75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to ~~paragraphs (4)(c) and (d)~~ paragraph (4)(e) may not be transferred to the General Revenue Fund in the General Appropriations Act.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person's approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than \$200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for all programs approved under this paragraph and ss. 220.183 and 624.5105 is ~~\$25~~ \$14.5

million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term “person with special needs” has the same meaning as in s. 420.0004 and the terms “low-income person,” “low-income household,” “very-low-income person,” and “very-low-income household” have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person’s choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term “real property holding company” means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s. 192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term “project” means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved

between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing, contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an “eligible sponsor,” which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s. 163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s.

501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed \$200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed \$200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing

opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit

allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) *Building materials used in construction of affordable housing units.*

1. As used in this paragraph, the term:

a. “Affordable housing development” means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. “Building materials” means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. “Eligible residential units” means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. “Newly constructed” means improvements to real property which did not previously exist or the construction of a new improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. “Real property” has the same meaning as provided in s. 192.001(12).

f. “Substantially completed” has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an

application with the department. The application must include all of the following:

- a. The name and address of the person claiming the refund.
- b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.
- c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.
- d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.
- e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.
- f. A certification by the local building code inspector that the eligible residential unit is substantially completed.
- g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were

funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds \$500. A refund may not exceed the lesser of \$5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment, ~~except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue.~~

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 “Adjusted federal income” defined.—

(1) The term “adjusted federal income” means an amount equal to the taxpayer’s taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1.a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or s. 220.1877~~, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of

the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against

the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is ~~\$25~~ \$14.5 million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or s. 220.1877, or s. 220.1878.~~

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of \$2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this ~~the~~ state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this ~~the~~ state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year

planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the following, as appropriate:

1. Habitat restoration and improvement.
2. Public access and recreational opportunities.
3. Hydrological preservation and restoration.
4. Sustainable forest management.
5. Exotic and invasive species maintenance and control.
6. Capital facilities and infrastructure.
7. Cultural and historical resources.
8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.
2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.
3. A detailed description of each short-term and long-term land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.
4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower

budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplus. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the

case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or~~ exchange, or any other means of transfer, must shall be expedited throughout the surplus process. Property jointly acquired by the state and other entities may not be surplus without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

- 1. Economic recovery in specific regions of this the state~~;~~;
- 2. Economic diversification~~;~~ or
- 3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

~~(d)~~(e) Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) Housing production and rehabilitation programs.—Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing

Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter, existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) “Qualified contract” has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial second-earnest money deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have fulfilled its responsibility to present the owner with a qualified contract.

Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department of ~~Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must shall, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3).

The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for service-members, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase “this act” wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) “Eligible contribution” means a monetary contribution from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) “Live Local Program” means the program described in this section whereby eligible contributions are made to the corporation.

(d) “Tax credit cap amount” means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to \$25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be

incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is \$100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year

after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise

declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of \$1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter, the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to homeownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial

assistance to residents to purchase a home as their primary residence. Under the program, a borrower may apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of \$10,000 and up to 5 percent of the first mortgage loan, not exceeding \$35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty service-member of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in ~~this the~~ state by analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department's agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is ~~\$25~~ \$14.5 million in the ~~2023-2024~~ ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-income or very-low-income households as defined in s. 420.9071 and \$4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of \$252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of \$150 million in recurring funds and \$109 million in nonrecurring funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of \$100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation's efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Approved by the Governor March 29, 2023.

Filed in Office Secretary of State March 29, 2023.