

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, November 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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

- B.1.** Proclamation: Diabetes Awareness Month
- B.2.** Presentation: Check to Flagler County Sheriff Rick Staly
- B.3.** Presentations: Swearing-in Police Chaplain
- B.4.** Presentation: Officer of the 3rd Quarter

C. Consent Agenda:

C.1. Approval of Warrant

- a. November 27, 2023 Warrant

C.2. Approval of Minutes

- a. November 13, 2023 City Commission Minutes

C.3. Request approval for the Grand Reserve Phase 5 proportionate share mitigation agreement

C.4. Approval of Amended (New) City Personnel Manual

C.5. Approval of Business Incentive Development Agreement for Project Christine

D. Public Comments:

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

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2023-10 Solid Waste Truck Loan

G. Old Business: None

H. New Business:

H.1. Request approval to piggyback Volusia County Contract # 22-B-95MC with Ferguson Waterworks

H.2. Request Approval of the Preliminary Plat for Phase 5 of the Grand Reserve Master Planned Subdivision.

H.3. Request approval for the Steel Rail Industrial Park Replat II.

I. Reports:

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

City Manager Report- October 2023

- **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 November 21, 2023



Proclamation

WHEREAS, the Centers for Disease Control and Prevention (CDC) report estimates that more than 130 million adults are living with diabetes or prediabetes in the United States;

WHEREAS, having diabetes elevates the risk of heart disease, amputation, kidney failure and blindness, causing serious hardship for families across, not only our County, but also our State and Nation; and

WHEREAS, diabetes screenings and self-management education will help individuals in the recognition of the symptoms of diabetes and provides an opportunity to follow suggestions for living a quality lifestyle; and

WHEREAS, the International Diabetes Federation has established November 14, 2023 as World Diabetes Day to educate citizens on ways to predict if someone is at risk for the disease, to help recognize the symptoms of diabetes and to follow suggestions for living a quality lifestyle while they endure the affliction; and

WHEREAS, Flagler County and Advent Health Palm Coast together recognize that the growing number of individuals with diabetes in our community make a strong case for devoting more resources to helping to find a cure, provide screenings, education and support in the required lifestyle changes; and

WHEREAS, Advent Health Foundation Palm Coast has formed the DiaBEATes Alliance. This Alliance represents, Flagler County Health Department, Flagler County Free Clinic, Flagler County's EMT Teams, many corporate and private citizens that are all dedicated to beating Diabetes; and

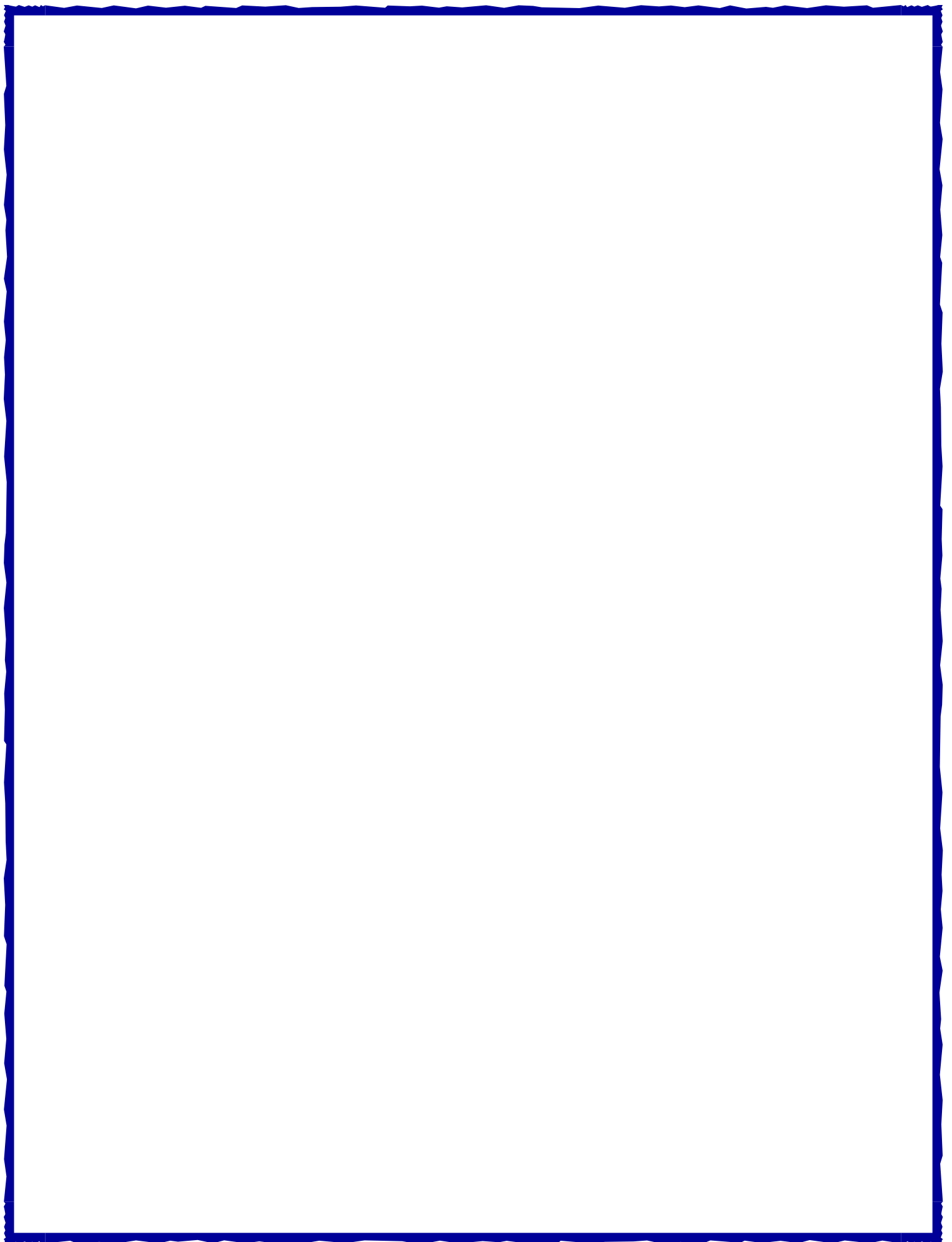
WHEREAS, the Alliance will kick off November "Diabetes Awareness" efforts in Flagler County by flying the Alliance flag, hosting events, distributing education materials throughout the County to continue efforts to raise awareness in our community.

NOW, THEREFORE, we, the Bunnell City Commission do hereby recognize "November 14, 2023 as World Diabetes Day" and proclaim "November 2023 as Diabetes Awareness Month" in the City of Bunnell to increase community awareness of the risk factors and symptoms related to diabetes in order to improve the likelihood that people with diabetes will seek medical attention to avoid the devastating complications of the disease.

Adopted this 27th day of November 2023

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk





City of Bunnell, Florida

ATTACHMENTS:

Description

November 27, 2023 FY22/23 Warrant

November 27, 2023 FY 23/24 Warrant

Type

Warrant

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08215 - FY 22/23 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Hawkins Inc					
	08/25/2023	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	565.20
	08/25/2023	Hawkins Inc	Chemicals for WTP	401-0533-533.5205	<u>1,172.00</u>
				Vendor Hawkins Inc Total:	<u>1,737.20</u>
				Grand Total:	<u><u>1,737.20</u></u>

Fund Summary

Fund	Expense Amount
401 - WATER	1,172.00
404 - SEWER	565.20
Grand Total:	1,737.20

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.5205	Operating Supplies Exp -...	1,172.00
404-0535-535.5200	Operating Supplies	565.20
Grand Total:		1,737.20

Project Account Summary

Project Account Key	Expense Amount
None	1,737.20
Grand Total:	1,737.20



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08216 - FY 23/24 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advanced Environmental Laboratories, Inc.					
	11/01/2023	Advanced Environmental La...	Lab services	404-0535-535.3400	130.91
	11/01/2023	Advanced Environmental La...	Labs from 10.5-10.31	404-0535-535.3400	594.52
		Vendor Advanced Environmental Laboratories, Inc. Total:			725.43
Vendor: AG-PRO, LLC					
	11/03/2023	AG-PRO, LLC	Primary Drive Clutch	001-0541-541.4640	759.79
		Vendor AG-PRO, LLC Total:			759.79
Vendor: Alliant Engineering Inc					
	10/24/2023	Alliant Engineering Inc	Services through Sept 2023	001-0538-538.6300	1,269.00
		Vendor Alliant Engineering Inc Total:			1,269.00
Vendor: Applied Concepts, Inc.					
	09/15/2023	Applied Concepts, Inc.	Radars Units	001-0521-521.5264	360.00
	09/15/2023	Applied Concepts, Inc.	Radars Units	001-0521-521.5264	40,521.00
	09/15/2023	Applied Concepts, Inc.	Radars Units	001-0521-521.5264	6,645.00
		Vendor Applied Concepts, Inc. Total:			47,526.00
Vendor: Charter Communications					
	10/21/2023	Charter Communications	200 Tolman St 10.26-11.25	404-0535-535.4100	111.40
	11/01/2023	Charter Communications	100 Utility St 11.01-11.30	001-0512-512.4100	400.00
	11/07/2023	Charter Communications	604 E Moody Unit 6	001-0519-519.4100	130.08
	11/07/2023	Charter Communications	405 E Drain 11.13.23-12.12.23	001-0572-572.4100	154.99
	11/07/2023	Charter Communications	1769 E Moody 11.9.23-12.8....	001-0521-521.4100	174.98
		Vendor Charter Communications Total:			971.45
Vendor: City Electric Supply Company					
	09/06/2023	City Electric Supply Company	Thermal overload heaters ne...	404-0535-535.5200	159.18
		Vendor City Electric Supply Company Total:			159.18
Vendor: CivicPlus LLC					
	11/15/2023	CivicPlus LLC	Full Service Supplement Subs...	001-0512-512.3400	1,790.80
	11/15/2023	CivicPlus LLC	Online Code Hosting Renewal	001-0512-512.3400	950.00
		Vendor CivicPlus LLC Total:			2,740.80
Vendor: Collage Design and Construction Group, Inc.					
	10/30/2023	Collage Design and Construct...	Design for the New Admin/P...	001-0519-519.3100	53,379.50
		Vendor Collage Design and Construction Group, Inc. Total:			53,379.50
Vendor: DG Hardware, Inc.					
	11/10/2023	DG Hardware, Inc.	5 Gallon Bucket Paint	001-0524-524.5200	32.93
	11/16/2023	DG Hardware, Inc.	4 Keys for suite 3	001-0541-541.5200	14.36
	11/02/2023	DG Hardware, Inc.	Zip Ties	401-0533-533.5205	29.99
	11/02/2023	DG Hardware, Inc.	Zip Ties	404-0535-535.5200	23.99
		Vendor DG Hardware, Inc. Total:			101.27
Vendor: Duval Asphalt Products, Inc					
	11/07/2023	Duval Asphalt Products, Inc	Asphalt for Potholes	001-0541-541.5300	2,464.00
		Vendor Duval Asphalt Products, Inc Total:			2,464.00
Vendor: Enterprise FM Trust - Enterprise Fleet Management Customer Billing					
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0521-521.4400	5,434.65
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0541-541.4400	1,565.00
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0541-541.4620	110.88
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0549-549.4400	3,153.63
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0549-549.4620	65.87
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0572-572.4400	1,220.98
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	001-0572-572.4620	86.23
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	401-0533-533.4400	2,126.88
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	401-0533-533.4620	129.06

Expense Approval Register

Packet: APPKT08216 - FY 23/24 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	404-0535-535.4400	2,531.08
	10/04/2023	Enterprise FM Trust - Enterpr...	October Fleet 2023	404-0535-535.4620	160.36
Vendor Enterprise FM Trust - Enterprise Fleet Management Customer Billing Total:					16,584.62
Vendor: Environmental Control Systems, Inc.					
	11/02/2023	Environmental Control Syst...	805 Hymon - wet tap	401-0533-533.4600	696.35
Vendor Environmental Control Systems, Inc. Total:					696.35
Vendor: Environmental Land Services of Flagler County, Inc					
	11/10/2023	Environmental Land Services...	Services for 11.3.23-11.9.23	402-0534-534.3400	4,722.15
	11/17/2023	Environmental Land Services...	Services for 11.10-11.16	402-0534-534.3400	4,608.70
Vendor Environmental Land Services of Flagler County, Inc Total:					9,330.85
Vendor: Flagler County Clerk of Courts					
	11/07/2023	Flagler County Clerk of Courts	Recording on 10.10.23	001-0521-521.3300	18.50
Vendor Flagler County Clerk of Courts Total:					18.50
Vendor: Flagler County Sheriff's Office					
	11/08/2023	Flagler County Sheriff's Office	Dec Revenue Request	001-0521-521.3400	3,347.91
Vendor Flagler County Sheriff's Office Total:					3,347.91
Vendor: Flagler Humane Society					
	10/31/2023	Flagler Humane Society	Animal Sheltering services Oc...	001-0562-562.3402	2,240.70
Vendor Flagler Humane Society Total:					2,240.70
Vendor: Florida Department of Revenue					
	11/06/2023	Florida Department of Reven...	Raihala reporting period9/30...	001-0521-521.2500	233.03
Vendor Florida Department of Revenue Total:					233.03
Vendor: Florida Health Care Plans, Inc.					
	11/20/2023	Florida Health Care Plans, Inc.	T-66 December 2023	001-2184000	47,471.37
	11/20/2023	Florida Health Care Plans, Inc.	T-23 December 2023	001-2184500	1,692.61
	11/20/2023	Florida Health Care Plans, Inc.	T-23 December 2023	001-2184000	2,617.44
Vendor Florida Health Care Plans, Inc. Total:					51,781.42
Vendor: Hawkins Inc					
	11/10/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	537.60
	11/20/2023	Hawkins Inc	WTP Chemicals	404-0535-535.5200	600.00
	11/03/2023	Hawkins Inc	WTP Chemicals	401-0533-533.5205	906.00
Vendor Hawkins Inc Total:					2,043.60
Vendor: Jefferson Traylor					
	11/16/2023	Jefferson Traylor	Wiper Blades Reimbursement	001-0521-521.4620	48.13
Vendor Jefferson Traylor Total:					48.13
Vendor: Juanita Jenkins					
	11/06/2023	Juanita Jenkins	Deposit refund	001-2201000	150.00
Vendor Juanita Jenkins Total:					150.00
Vendor: Knight Jon Boy Inc					
	11/15/2023	Knight Jon Boy Inc	8 Porta Botties Veterans day ...	001-0521-521.4900	750.00
Vendor Knight Jon Boy Inc Total:					750.00
Vendor: Liberty National Life Insurance					
	11/20/2023	Liberty National Life Insurance	Global Life November 2023	001-2185000	770.80
Vendor Liberty National Life Insurance Total:					770.80
Vendor: Locaters International, Inc.					
	11/12/2023	Locaters International, Inc.	Polygraph Alan Eaby	001-0521-521.4900	150.00
Vendor Locaters International, Inc. Total:					150.00
Vendor: LOCI Architects, LLC					
	11/14/2023	LOCI Architects, LLC	Service through Oct 26	001-0572-572.3100	2,673.42
Vendor LOCI Architects, LLC Total:					2,673.42
Vendor: Lynch Oil Company					
	10/12/2023	Lynch Oil Company	Ticket: 1920103143 Delivery...	001-0541-541.5215	1,134.40
	10/12/2023	Lynch Oil Company	Ticket: 1920103143 Delivery...	401-0533-533.5210	663.68
	10/12/2023	Lynch Oil Company	Ticket: 1920103143 Delivery...	404-0535-535.5210	26.67
Vendor Lynch Oil Company Total:					1,824.75

Expense Approval Register

Packet: APPKT08216 - FY 23/24 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
Vendor: MacData LLC						
	11/15/2023	MacData LLC	Pre employment	401-0533-533.4900	15.00	
	11/15/2023	MacData LLC	Pre employment	404-0535-535.4900	45.00	
					Vendor MacData LLC Total:	60.00
Vendor: McMaster-Carr Supply Company						
	11/01/2023	McMaster-Carr Supply Comp...	Expansion joint for repairing...	401-0533-533.4640	609.15	
	11/01/2023	McMaster-Carr Supply Comp...	Expansion joint for repairing...	401-0533-533.5205	140.70	
	11/10/2023	McMaster-Carr Supply Comp...	CREDIT Hex Head Screw	401-0533-533.4640	-138.00	
					Vendor McMaster-Carr Supply Company Total:	611.85
Vendor: Medi-Quick Urgent Care						
	11/17/2023	Medi-Quick Urgent Care	Pre employment	001-0513-513.4900	40.00	
	11/17/2023	Medi-Quick Urgent Care	Pre employment	001-0521-521.4900	606.00	
					Vendor Medi-Quick Urgent Care Total:	646.00
Vendor: Michael McGrath.						
	11/01/2023	Michael McGrath.	Safety Footware Reimburse...	001-0541-541.4900	106.38	
					Vendor Michael McGrath. Total:	106.38
Vendor: Municipal Emergency Services, Inc						
	10/12/2023	Municipal Emergency Service...	Cargo Night Nacy 36*30 Class..	001-0521-521.5220	163.77	
					Vendor Municipal Emergency Services, Inc Total:	163.77
Vendor: NextEra Energy Inc						
	10/31/2023	NextEra Energy Inc	02735-15254 Oct 2023	001-0519-519.4300	57.57	
	10/31/2023	NextEra Energy Inc	06115-08987 Oct 2023	404-0535-535.4300	40.82	
	10/31/2023	NextEra Energy Inc	0944594365 Oct 2023	404-0535-535.4300	28.46	
	10/31/2023	NextEra Energy Inc	16455-03937 Oct 2023	001-0541-541.4300	620.25	
	10/31/2023	NextEra Energy Inc	16525-04919 Oct 2023	404-0535-535.4300	7,869.26	
	10/31/2023	NextEra Energy Inc	16885-09957 Oct 2023	404-0535-535.4300	54.52	
	10/31/2023	NextEra Energy Inc	23515-07823 Oct 2023	401-0533-533.4300	26.45	
	10/31/2023	NextEra Energy Inc	27076-01973 Oct 2023	404-0535-535.4300	35.83	
	10/31/2023	NextEra Energy Inc	27516-03917 Oct 2023	404-0535-535.4300	123.76	
	10/31/2023	NextEra Energy Inc	37390-07957 Oct 2023	001-0541-541.4300	3,597.04	
	10/31/2023	NextEra Energy Inc	37400-05982 Oct 2023	001-0541-541.4300	204.37	
	10/31/2023	NextEra Energy Inc	47533-10046 Oct 2023	404-0535-535.4300	80.51	
	10/31/2023	NextEra Energy Inc	50935-93118 Oct 2023	001-0519-519.4300	113.26	
	10/31/2023	NextEra Energy Inc	51926-14112 Oct 2023	001-0519-519.4300	148.50	
	10/31/2023	NextEra Energy Inc	56661-53119 Oct 2023	001-0519-519.4300	166.89	
					Vendor NextEra Energy Inc Total:	13,167.49
Vendor: Nicholson A/C & Heating, Inc.						
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	001-0541-541.4400	29.16	
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	001-0549-549.4400	29.17	
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	001-0572-572.4400	29.16	
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	401-0533-533.4400	29.17	
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	402-0534-534.4400	29.17	
	11/01/2023	Nicholson A/C & Heating, Inc.	Ice Machine Rental	404-0535-535.4400	29.17	
					Vendor Nicholson A/C & Heating, Inc. Total:	175.00
Vendor: Norman E Hoffman						
	11/13/2023	Norman E Hoffman	G. Kudelchuk Eval	001-0521-521.4900	325.00	
					Vendor Norman E Hoffman Total:	325.00
Vendor: PPLSI Legal Shield						
	11/15/2023	PPLSI Legal Shield	Legal Shield November 2023	001-2185000	318.63	
					Vendor PPLSI Legal Shield Total:	318.63
Vendor: Preferred Governmental Insurance Trust						
	11/01/2023	Preferred Governmental Insu...	Agreement#WC FL1 0182002...	001-2182000	6,850.25	
	12/01/2023	Preferred Governmental Insu...	Workers Comp Dec 2023	001-2182000	6,850.25	
					Vendor Preferred Governmental Insurance Trust Total:	13,700.50
Vendor: Public Risk Insurance Advisors						
	10/01/2023	Public Risk Insurance Advisors	Renew Policy PK FL1 018202 ...	001-1551000	207,230.00	

Expense Approval Register

Packet: APPKT08216 - FY 23/24 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/13/2023	Public Risk Insurance Advisors	2nd Installment	001-1551000	103,615.00
				Vendor Public Risk Insurance Advisors Total:	310,845.00
Vendor: Rayco Funding & Development, Inc					
	11/02/2023	Rayco Funding & Developme...	Cleaned and scraped box	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc Total:	1,575.00
Vendor: Robert C Little					
	10/25/2023	Robert C Little	JB King Boardwalk Electrical ...	001-0572-572.4600	870.10
	10/25/2023	Robert C Little	JB King Boardwalk Electrical ...	001-0572-572.4600	821.32
				Vendor Robert C Little Total:	1,691.42
Vendor: Rush Truck Centers of Florida Inc					
	10/20/2023	Rush Truck Centers of Florida...	Sensor Nitrogen Oxide - Core	402-0534-534.4620	1,722.20
	11/03/2023	Rush Truck Centers of Florida...	Sensor Nitrogen Oxide-Core	402-0534-534.4620	-452.20
				Vendor Rush Truck Centers of Florida Inc Total:	1,270.00
Vendor: Safariland, LLC					
	11/02/2023	Safariland, LLC	Paddle Holder / Concealment	001-0521-521.5220	145.75
				Vendor Safariland, LLC Total:	145.75
Vendor: SHI International Corp					
	11/09/2023	SHI International Corp	Exchange Online P2	001-0516-516.5230	12.60
				Vendor SHI International Corp Total:	12.60
Vendor: Staples Inc					
	10/23/2023	Staples Inc	Rate and Contract Coverage 9...	001-0512-512.3400	128.72
	10/23/2023	Staples Inc	Rate and Contract Coverage 9...	001-0513-513.3400	82.81
	10/23/2023	Staples Inc	Rate and Contract Coverage 9...	001-0521-521.3400	858.73
	10/23/2023	Staples Inc	Rate and Contract Coverage 9...	001-0524-524.3400	85.95
	11/10/2023	Staples Inc	Contract for 11.13.23-12.12....	001-0513-513.3400	77.00
	11/02/2023	Staples Inc	Contract Coverage 8/5 - 11/4	001-0513-513.3400	592.89
				Vendor Staples Inc Total:	1,826.10
Vendor: Staples, Inc					
	11/01/2023	Staples, Inc	Large, Medium, Mini Binder C..	001-0521-521.5100	20.79
	11/07/2023	Staples, Inc	Card Stock & Sharpie	001-0511-511.4900	49.37
	11/07/2023	Staples, Inc	Card Stock & Sharpie	001-0512-512.5100	19.89
				Vendor Staples, Inc Total:	90.05
Vendor: Sunshine State One Call of Florida, Inc					
	10/31/2023	Sunshine State One Call of Fl...	Billing for 10.1.23-10.31.23	401-0533-533.3401	43.48
	10/31/2023	Sunshine State One Call of Fl...	Billing for 10.1.23-10.31.23	404-0535-535.3400	43.47
				Vendor Sunshine State One Call of Florida, Inc Total:	86.95
Vendor: Terry Taylor Ford Company					
	11/16/2023	Terry Taylor Ford Company	Oil Change 2003	001-0521-521.4620	49.99
	11/06/2023	Terry Taylor Ford Company	Oil Change	001-0521-521.4620	49.99
	11/08/2023	Terry Taylor Ford Company	Oil Change 1903	001-0521-521.4620	49.99
				Vendor Terry Taylor Ford Company Total:	149.97
Vendor: Traffic Supplies & Distribution LLC					
	11/08/2023	Traffic Supplies & Distributio...	Replace old street signage	001-0541-541.5310	978.25
				Vendor Traffic Supplies & Distribution LLC Total:	978.25
Vendor: UniFirst Corporation					
	11/01/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	43.53
	11/01/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	14.25
	11/01/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.90
	11/01/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	27.88
	11/01/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	47.76
	11/01/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.76
	11/01/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	46.84
	11/08/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.45
	11/08/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.82
	11/08/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.47
	11/08/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	27.45
	11/08/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	42.55

Expense Approval Register

Packet: APPKT08216 - FY 23/24 11.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/08/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.34
	11/08/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	41.62
			Vendor UniFirst Corporation Total:		420.62
Vendor: University of Louisville					
	11/07/2023	University of Louisville	Registration for Shane Groth	001-0521-521.5500	1,375.00
	11/07/2023	University of Louisville	Registration Jeff Traylor	001-0521-521.5500	1,375.00
			Vendor University of Louisville Total:		2,750.00
Vendor: Ver-E-Safe Solutions, LLC					
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	001-0541-541.5220	199.75
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	001-0549-549.5220	79.90
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	001-0572-572.5220	159.80
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	401-0533-533.5220	399.50
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	402-0534-534.5220	79.90
	10/09/2023	Ver-E-Safe Solutions, LLC	Orange/Black Hoodie Sweats...	404-0535-535.5220	359.55
			Vendor Ver-E-Safe Solutions, LLC Total:		1,278.40
Vendor: Verizon Connect Telo Inc.					
	11/01/2023	Verizon Connect Telo Inc.	Billing Period 11.1.23-11.30....	001-0541-541.4100	76.40
	11/01/2023	Verizon Connect Telo Inc.	Billing Period 11.1.23-11.30....	001-0572-572.4100	57.30
	11/01/2023	Verizon Connect Telo Inc.	Billing Period 11.1.23-11.30....	401-0533-533.4100	76.40
	11/01/2023	Verizon Connect Telo Inc.	Billing Period 11.1.23-11.30....	402-0534-534.4100	190.50
	11/01/2023	Verizon Connect Telo Inc.	Billing Period 11.1.23-11.30....	404-0535-535.4100	76.40
			Vendor Verizon Connect Telo Inc. Total:		477.00
Vendor: Vincent Raulerson					
	11/15/2023	Vincent Raulerson	Christmas DJ Services	001-0511-511.4900	500.00
			Vendor Vincent Raulerson Total:		500.00
Vendor: Vision Service Plan					
	11/18/2023	Vision Service Plan	VSP December 2023	001-2184000	1,319.04
			Vendor Vision Service Plan Total:		1,319.04
			Grand Total:		557,431.27

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	525,321.71
401 - WATER	5,844.12
402 - SOLID WASTE	10,939.52
404 - SEWER	15,325.92
Grand Total:	557,431.27

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4900	Other Current Chgs & Ob...	549.37
001-0512-512.3400	Other Contracted Servic...	2,869.52
001-0512-512.4100	Communications Expense	400.00
001-0512-512.5100	Office Supplies Expenses	19.89
001-0513-513.3400	Other Contract Services	752.70
001-0513-513.4900	Other Current Chgs - Ad...	40.00
001-0516-516.5230	Software	12.60
001-0519-519.3100	Professional Services	53,379.50
001-0519-519.4100	Communications Expense	130.08
001-0519-519.4300	Utilities	486.22
001-0521-521.2500	Unemployment Comp E...	233.03
001-0521-521.3300	Recording Fees	18.50
001-0521-521.3400	Other Contract Services	4,206.64
001-0521-521.4100	Communications Expense	174.98
001-0521-521.4400	Rental / Lease Expense	5,434.65
001-0521-521.4620	Repair / Maint - Vehicles	198.10
001-0521-521.4900	Other Current Chgs & Ob...	1,831.00
001-0521-521.5100	Office Supplies Expenses	20.79
001-0521-521.5220	Uniforms Exp	309.52
001-0521-521.5264	Small Equipment Purcha...	47,526.00
001-0521-521.5500	Training	2,750.00
001-0524-524.3400	Other Contract Services	85.95
001-0524-524.5200	Operating Supplies	32.93
001-0538-538.6300	Improvements - Other T...	1,269.00
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	4,421.66
001-0541-541.4400	Rental / Lease Expense	1,594.16
001-0541-541.4620	Repair / Maint - Vehicles	110.88
001-0541-541.4640	Equipment Repair & Mai...	759.79
001-0541-541.4900	Other Current Chgs & Ob...	106.38
001-0541-541.5200	Operating Supplies	14.36
001-0541-541.5215	Fuel - Off Road Diesel	1,134.40
001-0541-541.5220	Uniforms Exp	275.73
001-0541-541.5300	Road Repair Local Option..	2,464.00
001-0541-541.5310	Signage	978.25
001-0549-549.4400	Rentals & Leases	3,182.80
001-0549-549.4620	Repair/Maint - Vehicles	65.87
001-0549-549.5220	Uniforms	107.97
001-0562-562.3402	Humane Society Contract	2,240.70
001-0572-572.3100	Professional Services Ex...	2,673.42
001-0572-572.4100	Communications Expense	212.29
001-0572-572.4400	Rental / Lease Expense	1,250.14
001-0572-572.4600	Repair / Maint - Service	1,691.42
001-0572-572.4620	Repair / Maint - Vehicles	86.23
001-0572-572.5200	Operating Supplies	43.37
001-0572-572.5220	Uniforms Exp	215.13
001-1551000	Prepaid Expenses - Gen	310,845.00
001-2182000	WC Payable	13,700.50
001-2184000	Med/Health Employee Li...	51,407.85
001-2184500	Retiree Medical	1,692.61
001-2185000	125 Plans Employee Pay...	1,089.43

Account Summary

Account Number	Account Name	Expense Amount
001-2201000	Deposits Payabl - CtyHall/...	150.00
401-0533-533.3401	Other Contract Services	43.48
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4300	Utility - Public Services	26.45
401-0533-533.4400	Rental / Lease Expense	2,156.05
401-0533-533.4600	Repair / Maint - Service	696.35
401-0533-533.4620	Repair / Maint - Vehicles	129.06
401-0533-533.4640	Repair / Maint - Equipm...	471.15
401-0533-533.4900	Other Current Chgs & Ob...	15.00
401-0533-533.5205	Operating Supplies Exp -...	1,076.69
401-0533-533.5210	Fuel	663.68
401-0533-533.5220	Uniforms Exp	489.81
402-0534-534.3400	Other Contract Services -...	9,330.85
402-0534-534.4100	Communications - Solid...	190.50
402-0534-534.4400	Rental/Lease - Solid Was...	29.17
402-0534-534.4620	Repair/Maint Vehicles - ...	1,270.00
402-0534-534.5220	Uniforms - Solid Waste	119.00
404-0535-535.3400	Other Contractual Servic...	2,343.90
404-0535-535.4100	Communications	187.80
404-0535-535.4300	Utilities	8,233.16
404-0535-535.4400	Rentals/Leases	2,560.25
404-0535-535.4620	Repairs & Maint. - Vehicl...	160.36
404-0535-535.4900	Other Current Charges &...	45.00
404-0535-535.5200	Operating Supplies	1,320.77
404-0535-535.5210	Fuel	26.67
404-0535-535.5220	Uniforms	448.01
	Grand Total:	557,431.27

Project Account Summary

Project Account Key	Expense Amount
None	504,051.77
City Hall Design	53,379.50
	Grand Total:
	557,431.27



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, October 13, 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 Robinson; Vice Mayor Johns Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr.; Interim Community Development Director Joe Parsons; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; 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. Presentation: MS4 Illicit Discharge

Infrastructure Director Vost presented the annual training on the Stormwater Compliance MS4 Permit. Vice Mayor asked if there had been many complaints of violations. Infrastructure Director Vost stated a total of eight over the past year.

C. Consent Agenda:

C.1. Approval of Warrant

a. November 13, 2023 Warrant

C.2. Approval of Minutes

a. October 23, 2023 Executive Strategy Session Meetings

b. October 23, 2023 City Commission Meeting Minutes

C.3. Approval of Business Incentive Development Agreement for DMT Construction Inc

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Daisy Henry (E. Drain St)- stated she wanted to commend the City on the Veterans Day Parade; it was a very good thing for the City to host. She also stated she had been in contact with Code Enforcement about the clutter at Rogers Towing. and asked the City to follow up trying to see what can be done about the clutter and outdoor storage because this business is right on South State Street/US 1.

Ed Fuller (Palm Coast)- expressed his gratitude for the Veterans Day Parade, saying the City did not just have an event, but made history. He commended Chief Brannon for all the planning and execution of his plan to host a parade that touched many across the community. He said he was impressed by the cooperation of the cities and all agencies involved.

Denise Calderwood (Palm Coast)- thanked the City for the Veterans Day Parade. She stated she would like to see the City of Bunnell step-up and show the other cities how to conduct business; the City gets things done professionally. She stated City Manager Jackson and Mayor Robinson know how to get things done and Bunnell has a great team of staff. She hopes the City will become involved in an arts district and offered her services as a grant writer.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval of Contract 2023-18 with Waste Pro of Florida Inc. for Solid Waste Dumping Services.

City Clerk Bates introduced and explained the item. The City released a Request for Proposal (RFP) for dumping services last fiscal year. The City already executed one contract and this contract will expand the options for the City when needed.

Motion: Approve Contract 2023-18 with Waste Pro of Florida Inc. for Solid Waste Dumping Services.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: Vice Mayor Rogers stated this was a very good idea to have a backup.

Public Discussion: None

Vote: Motion carried unanimously

H.2. Acceptance of the Bunnell Admin / PD Complex - Construction/Access Easements

City Attorney Waters introduced and explained the item. These easements are for the new Administration Building; one is a permanent easement for ingress and egress, and another is for a temporary easement for the storm water drains. Mayor Robinson asked was this standard operating procedure. Attorney Waters explained this is an easement affecting property owned by the City and which affects the City. As a result, it requires Commission approval/acceptance before it could be recorded with the Flagler County Clerk of Court.

Motion: Accept the Bunnell Admin/PD Complex Construction/Access Easements.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.3. Discussion: 2024 Italian Festival (Commissioner Schultz)

Sergeant Groth introduced and presented the item. Commissioner Schultz approached the Police Department about the City hosting an Italian Festival; there is not one held in the area. The Italian Festival would be planned for October 2024 and with the guidance of Commissioner Schultz preliminary planning is already under way. The event would include vendors, dancing, music, artists, and family fun. Commissioner Schultz stated she ran an Italian Festival for 8 years in Idaho and with the help of sponsors, there should be little need for City funding to host the event. The funds raised by the City through the festival could fund programs for need for the Police Department or other City departments. Commissioner Schultz advised she has two corporate sponsors ready to go. Mayor Robinson stated this is a wonderful Idea.

Motion: Move forward with the planning and hosting of an Italian Festival for 2024

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk** – reported Bently the Boa placed at Municipal Park with about five rocks grew over the weekend. She advised Vice Mayor Rogers and Commissioner Young the meeting for the School Oversight Committee was canceled. The next meetings on November 27th will begin at 6:00 PM with the CRA meeting to be followed by the Regular Commission Meeting. The Commission was asked to consider the dates of December 21st, 22nd, or 27th for the second meeting in December as City offices are closed on December 25th (the fourth Monday of the month); this meeting could be held at any time of the day and in City offices as this a warrant only meeting.
- **Police Chief** – provided the Police Department monthly statics report for October. He stated he was humbled by all the praise for the Veterans Day Parade, but it was a team effort. He named all involved in the parade and sponsors. Mayor Robinson responded that she felt we needed some patriotism, and the parade brought the community together.
- **City Attorney-** None
- **City Manager-** said “Hats Off” to Chief Brannon and all involved for organizing the parade. He stated two of the City’s employees who are veterans participated in the parade. Staff has met with Jerry Berry and Chelsie Barney regarding the Flagler Playhouse reconstruction. He advised the Playhouse plans to rebuild and the CRA may be able to assist through assistance with permit or fee costs.
- **Mayor and City Commissioners–**
 - **Commissioner Young-** stated when he looked at photos of the parade with the church in the background, he was reminded of how bad things are in the world right now, but good things can still happen like the parade. He thanked everyone involved in the parade and stated the City of Bunnell did a great job.
 - **Commissioner Schultz** – stated she was brought to tears at the Veterans Day Parade. She stated she is from a Military family and a 48-year member of the VFW. She will be attending the upcoming Family Life Board meeting and is excited to begin planning the Italian Festival with her committee.
 - **Commissioner Gordon** – stated the parade was awesome. She said after the parade a citizen told her it was the greatest thing he had seen in a long time. She reported the Historical Society celebrated their 40th anniversary Saturday and thanked Mayor Robinson and Dr. Jackson for attending.
 - **Vice Mayor Rogers-** reported he attended the TPO Board Meeting. The

motion to include all of Flagler County in the same TPO passed. He thanked the Chief for the awesome job on the parade and thanked the City staff and City Manager for all the work they do for the City.

- o **Mayor Robinson** – stated she was so excited when she saw all the people waiting at 9:00 AM for the parade. It was an honor to see the veterans being lifted up; she loved seeing HR Manger Bradly Reed in his uniform, looking very spiffy. She attended the Historical Society 40th anniversary and stated it was a nice event. She thanked the Police and Street Department for helping make Halloween a wonderful success. The fire at the Playhouse was devastating. Mayor Robinson asked how much water was used at the fire. Infrastructure Director Vost reported about 650,000 gallons of water. She loves the fact our the City Manager is engaged and dedicated to the community.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 6/23/2023 Amount:
Department: Community Development Account #:
Subject: Request approval for the Grand Reserve Phase 5 proportionate share mitigation agreement
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base, Infrastructure

ATTACHMENTS:

Description	Type
Grand Reserve Phase 5 Proportionate Share Mitigation Agreement	Contract
Exhibit A - Grand Reserve Phase 5 School Capacity Reservation	Exhibit

Summary/Highlights:

The applicant DR Horton is requesting a Proportionate Share Mitigation Agreement for Grand Reserve Phase 5. The subject parcel ID is 03-12-30-2980-PARCL-0120. The Flagler County School District is requiring the applicant to obtain this mitigation agreement to fund the future construction of schooling facilities to compensate the influx of students that are estimated to be generated from developments causing the schools to overflow. Grand Reserve Phase 5 is anticipated to generate ten (10) elementary school students, six (6) middle school students, and nine (9) high school students, of which the middle and high schools are already over capacity.

This is in accordance with the Interlocal Agreement for Public School Facility Planning, recorded on October 20, 2022.

Background:

The applicant DR Horton is currently in the process to obtain Preliminary Plat and site plan approval for Grand Reserve Phase 5. Stated in Section 7.2 under the current Interlocal Agreement (ILA) for Public School Facility Planning, local governments shall not approve a final plat or multi-family residential site plan, or the functional equivalent, until after the applicant has obtained a Certificate of School Concurrency from the School Board. Therefore, the applicant can obtain approval for their preliminary plat but cannot obtain approval for the final plat until the above is satisfied.

The applicant is now pursuing a proportionate share mitigation agreement after receiving a School Concurrency letter (Exhibit A) that explained why a mitigation agreement is required. They have

submitted the application and paid the fees to the School Board. The mitigation agreement went before the School Board on June 20, 2023, where it was approved.

Before this agreement can be recorded into the Official Records of Flagler County, they must also receive approval from the City of Bunnell in accordance with the ILA. Once this document is recorded, the applicant will be able to move forward in obtaining Final Plat approval for this phase, once they reach that stage in their development. The School District will provide a copy of the agreement to the Community Development Department after it has been recorded.

Staff Recommendation:

Approve the Grand Reserve Phase 5 Proportionate Share Mitigation Agreement.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

After recording return to:
Planning & Operations
Flagler County Schools
P.O. Box 755
Bunnell, Florida 32110

**PUBLIC SCHOOL PROPORTIONATE SHARE
MITIGATION AGREEMENT**

FCSD #22-015 Adj. Project-Grand Reserve Phase 5

This Public School Proportionate Share Mitigation Agreement (hereinafter “Agreement”) is made by and among the FLAGLER COUNTY SCHOOL BOARD, a body corporate and politic of the State of Florida (hereinafter “the District”) and D.R Horton, Inc. - Jacksonville, whose address is 4220 Race Track Rd., St Johns, FL 32259, (hereinafter “Applicant”), and the CITY OF BUNNELL, (hereinafter “Local Government”), whose address is 604 East Moody Blvd, Unit 6, Bunnell FL. 32110 .

WHEREAS, the Applicant is the fee simple owner of that certain tract of land commonly known as Grand Reserve Phase 5 Parcel Numbers 03-12-30-2980-PARCL-0120, in Flagler County and more particularly described on Exhibit “A,” attached hereto and incorporate herein (the “Property”). The location of the Property described in Exhibit “A” is illustrated with a map appearing in Exhibit “B;” and

WHEREAS, the Applicant has applied for a development proposal seeking approval of the Local Government to develop one-hundred and twelve (112) Single Family residential dwelling units on the Property, hereinafter referred to as the “Development Proposal”, which is anticipated to generate ten (10) elementary school students (“Elementary Students”), six (6) middle school students (“Middle School Students”) and nine (9) high school students (“High School Students”); and

WHEREAS, the Local Government and the District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“Standards” or “Level of Service” or “Level of Service Standards”), the terms of the current Interlocal Agreement for Public School

Planning between the District and the local governments of Flagler County, recorded at OR Book 2729, Page 1233 in the Official Records of Flagler County, Florida, as may be amended from time to time (“Interlocal Agreement”), and the Local Government’s public school facilities and capital improvement comprehensive plan elements (individually, “Element”; plural, “Elements”); and

WHEREAS, at the time of this Agreement, adequate elementary school capacity is available to accommodate the ten (10) elementary school students the Development Proposal is anticipated to generate by the one-hundred and twelve (112) proposed units.

WHEREAS, at the adopted Level of Service, (1) adequate school capacity is not available for, six (6) middle school, and the nine (9) high school students generated by the Development Proposal at the Level of Service within the Flagler School District in which the Development Proposal is anticipated to generate without exceeding the adopted Level of Service; and (2) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing the **new** residential dwelling units in the Development Proposal without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in the Flagler School District, or would exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant’s execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these **new** residential dwelling units (“Proportionate Share Mitigation”); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of \$520,185, as more specifically depicted or described herein.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follow:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. PARTIES. The District, the Local Government, and the Applicant shall be collectively referred to as the “Parties.”

3. LEGALLY BINDING COMMITMENT. The Parties agree that this Agreement constitutes a legally binding commitment by Applicant to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by the Local Government in the Development Proposal for the Property.

4. PROPORTIONATE SHARE MITIGATION CAPACITY RESERVATION. The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$520,185 for the Development Proposal, is the appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Flagler County School District. Upon final execution of this Agreement, the District shall issue a revised School Concurrency Determination showing adequate capacity is available based upon full payment of this acceptable mitigation option. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement. The District agrees to reserve the allocation of twenty-five (25) student stations for the Applicant and Property subject to the Applicant complying with the requirements of this Agreement. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Applicant fails to perform its obligations under this Agreement. Conversely, once the Applicant has completely performed its obligations under this Agreement, the Applicant shall be entitled to rely on the School Concurrency Determination and the capacity reservation for the Development Proposal as set forth herein and such right of reliance shall survive the expiration of this Agreement.

5. SCHOOL IMPACT FEE CREDIT. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 4 above, the Parties agree that the District shall provide the Applicant a dollar-for-dollar credit in the amount of \$520,185 in school impact fees (“Impact Fee Credits”) in the form of the Flagler County Educational Impact Fee Voucher attached hereto as Exhibit “C” (the “Voucher”). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment. As an example, the current Impact Fee is \$5,450 per single family home.

Assuming the first installment payment is in the amount of \$350,000.00, it would result in a voucher for 64.22 single family home units. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 64.22 single family residential units. In no event will the Proportionate Share Mitigation required exceed the amount of the Impact Fees due for the Development Proposal. Applicant may assign the Voucher, in whole or in part, to third-party(ies). Should, at any time, the total number of units set forth in the Development Proposal exceed the number of units set forth in Voucher(s) issued, the Applicant shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The Applicant shall provide the Voucher(s) to the local government at the time of impact fee payment.

6. TIMING. The Parties agree that the Applicant shall pay the Proportionate Share Mitigation directly to the District at

- a) Thirty percent (30%) or \$156,055.50 within sixty (60) days of final construction site plan approval or final plat approval.
- b) Additional thirty percent (30%) \$156,055.50 on or before twenty-one months (21) months from that date of the first payment.
- c) Additional Thirty percent (30%) \$156,055.50 on or before forty-two (42) months after the date of the first payment.
- d) The final ten percent (10%) \$52,018.50 shall be paid through impact fees in the regular course of business and no credit shall be due for same.

Other than the final ten percent (10%), which shall be due no sooner than residential building permit issuance, the Applicant may prepay the Proportionate Share Mitigation at any time after the final site plan or final plat approval without penalty.

7. IMPACT FEE. The payment of school impact fees shall be the responsibility of each dwelling unit constructed on the Property, and due at the time of building permit issuance.

8. SCHOOL CAPACITY IMPROVEMENT. The District agrees to apply the Proportionate Share Mitigation contributed by the Applicant toward a school capacity improvement in its 5-year Educational Facilities Work Program and if no project can be identified, the District shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. NO GUARANTEE OF LAND USE/ZONING. Nothing in this Agreement shall require the Local Government to approve any development

proposal, land use amendment, or rezoning application associated with the Property described herein.

10. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Public Records of Flagler County, Florida (the “Effective Date”). If this Agreement is not executed by the Applicant, recorded, and delivered to the District within thirty (30) days after Local Government and District approval of this Agreement, this Agreement shall become void.

11. TERMINATION. This Agreement shall terminate, and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the Local Government and the School Board agree to an extension of this Agreement:

- a. The Applicable Local Government does not approve the final plat or final site plan within twelve (12) months from approval of the preliminary plat, or its equivalent, by the Local Government.
- b. The Applicant fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the Applicant, this Agreement shall be terminated, and other than any encumbered or reserved school capacity associated with a payment of Proportionate Share Mitigation, shall be returned to its applicable capacity bank and the Applicant shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.

12. STATUTORY COMPLIANCE. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. NOTICES. Any notice, demand, request, consent, approval, or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery, independent courier service, email, or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered, or certified, addressed as hereinafter provided. Parties shall make reasonable inquiry to determine whether the names of the

persons listed in this Agreement should be substituted with the name of the listed person's successor. Notwithstanding the foregoing, it is not the intent of this Section that formal notice be made for regular or routine communications between the District and Applicant concerning permit requests, site plan reviews or other daily matters related to the Development. All notices, demands, requests, consents, approvals, or communications shall be addressed:

To Applicant at:

Anthony Sharp / D.R. Horton, Inc. - Jacksonville
4220 Race Track Rd.,
St Johns, FL 32259
904-421-4612
aksharp@drhorton.com

To the Local Government at:

City of Bunnell
604 E. Moody Blvd, Unit 6
Bunnell, FL 32110
T: 386-437-7516
Email: acalderin@bunnellcity.us

To the District at:

Flagler County School Board
1769 East Moody Blvd. Bldg. #2
Bunnell, FL 32110
T: 386-437-7526
Fax: 386-586-2396
Email: fcsbplanner@flaglerschools.com

14. RELEASE. Upon the performance of all obligations of all Parties hereto, the School District and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School District and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Flagler County, Florida, evidencing such performance.

15. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party(s) shall give the defaulting party(s)

thirty (30) days' notice and a right to cure such breach. Should the Applicant of the Property described herein fail to timely cure a default in meeting their obligations set forth herein, their Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and the Property described herein shall lose its right to concurrency under this Agreement, and the Local Government shall cease issuing building permits upon written notice of said default and failure to cure. Notwithstanding the foregoing, any Voucher obtained via payment of Proportionate Share Mitigation shall not be voided but shall entitle the holder the full value of the Voucher. Should the District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek all remedies available to it in law or equity.

16. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Flagler County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

17. CAPTIONS and PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference

only. They in no way define, describe, extend, or limit the scope or intent of this Agreement.

18. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them to carry out the intent of this Agreement.

21. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement

22. ASSIGNMENT. This Agreement runs with the Property. The Applicant may assign its rights, obligations, and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such

assignment shall be in writing and shall require the prior acknowledgement of all the Parties, and such acknowledgement shall not be unreasonably withheld or delayed. At the election of the District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement for the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of the same.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. RECORDING OF THIS AGREEMENT. The Applicant shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Flagler County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. MERGER CLAUSE. This Agreement sets forth the entire agreement among the Parties with regard to the subject matter hereof, and it supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, among the Parties.

27. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, crossclaim, or third-party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

28. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect if doing so would not affect the overall purpose or intent of the Agreement.

29. NO PARTNERSHIP. The execution of this Agreement or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the District, the Local Government, and Applicant the relationship of principal and agent, or a partnership or joint venture.

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the District, the Local Government, and the Applicant have caused this Agreement to be executed themselves or by their respective, duly authorized agents, managers, or officers.

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this 20th day of June, 2023

WITNESS:

[Signature]
Print Name: Dina Holmes

[Signature]
Print Name: Megan Convery

SCHOOL DISTRICT OF FLAGLER COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida

By: [Signature]
School Board Chair
Print
Cheryl Massaro
Title

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of physical present or online notarization, this 20th day of June, 2023, by Cheryl Massaro, Board Chair. He/She is personally known to me or has produced _____ (type of identification) as identification.

{AFFIX NOTARY STAMP}

Notary Public
Print
Name: [Signature]
Notary Public, State of
Florida
My Commission Expires:



APPLICANT

Signed, witnessed, executed, and acknowledged on this 17 day of April, 2023.

WITNESS:

APPLICANT:

D.R. Horton, Inc. - Jacksonville

Deborah McClure
Print Name: Deborah McClure

By: [Signature]

Anthony Sharp
Print Name: Anthony Sharp

Philip A. Fremento

Print
Vice President

Title

STATE OF FLORIDA

COUNTY OF ST. JOHNS}

The foregoing instrument was acknowledged before me by means of physical present or online notarization, this 17 day of April, 2023, by Philip A. Fremento, Vice President He/She is personally known to me or has produced _____ (type of identification) as identification.

{AFFIX NOTARY STAMP}



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

Deborah McClure

Notary Public

Print Name: Deborah E. McClure

Notary Public, State of
Florida

My Commission Expires:

7/10/24

**LOCAL GOVERNMENT
CITY OF BUNNELL**

ATTEST:

By: _____
Kristen Bates
City Clerk, CMC

Catherine Robinson, Mayor

Date

WITNESS:

Print Name: _____

Print Name: _____

Approved as to form and legality.

Vose Law Firm
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER}

The foregoing instrument was acknowledged before me by means of physical present or online notarization, this ____ day of _____, 202__, by _____, _____ He/She is personally known to me or has produced _____ (type of identification) as identification.

{AFFIX NOTARY STAMP}

Notary Public
Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

Exhibit "A"
[the "Property"]

LEGAL DESCRIPTION

A portion of Sections 2 and 3, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a reprint of a portion of Parcel 10 and all of Parcel 12, as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of Tract C-4, as depicted on said Deer Run R-2; thence South 89°15'49" West, along the Northerly line of said Parcel 10, a distance of 936.66 feet to the Point of Beginning.

From said Point of Beginning thence South 00°44'11" East, departing said Northerly line, 65.99 feet; thence South 76°14'44" East, 38.68 feet; thence South 13°45'16" West, 259.23 feet to the point of curvature of a curve concave Easterly having a radius of 295.00 feet; thence Southerly along the arc of said curve, through a central angle of 47°11'24", an arc length of 242.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 09°50'26" East, 236.16 feet; thence South 33°26'08" East, 136.27 feet; thence South 56°35'21" West, 37.88 feet; thence South 33°24'39" East, 50.00 feet; thence North 56°35'21" East, 47.64 feet; thence South 33°24'39" East, 120.00 feet to a point lying on the Southerly line of said Parcel 10; thence Westerly along said Southerly line the following 5 courses: Course 1, thence South 56°35'21" West, 409.07 feet to the point of curvature of a curve concave Northwesternly having a radius of 595.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 20°44'21", an arc length of 215.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 66°37'32" West, 214.20 feet; Course 3, thence North 00°52'19" East, along a non-tangent line, 11.06 feet; Course 4, thence North 47°33'21" West, 97.82 feet; Course 5, thence North 24°01'51" West, 23.47 feet to a point lying on the boundary line of said Parcel 12; thence along the boundary line of said Parcel 12 the following 63 courses: Course 1, thence Westerly along the arc of a non-tangent curve concave Northerly having a radius of 485.00 feet, through a central angle of 05°12'53", an arc length of 44.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°50'26" West, 44.13 feet; Course 2, thence South 89°26'53" West, 153.09 feet; Course 3, thence South 33°26'54" East, 88.00 feet; Course 4, thence South 03°43'13" West, 37.93 feet; Course 5, thence South 89°26'53" West, 135.48 feet to a point on a non-tangent curve concave Northwesternly having a radius of 295.00 feet; Course 6, thence Southwesterly along the arc of said curve, through a central angle of 21°31'26", an arc length of 110.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 28°59'38" West, 110.17 feet; Course 7, thence North 70°20'37" West, along a non-tangent line, 25.16 feet; Course 8, thence South 38°11'09" West, 158.93 feet; Course 9, thence South 00°10'46" East, 84.82 feet; Course 10, thence South 28°44'11" West, 48.90 feet; Course 11, thence South 79°43'22" West, 57.50 feet; Course 12, thence South 52°15'00" West, 115.28 feet; Course 13, thence North 32°26'09" West, 152.66 feet; Course 14, thence South 47°39'01" West, 228.28 feet; Course 15, thence South 47°39'10" East, 41.71 feet; Course 16, thence South 12°16'17" East, 101.19 feet; Course 17, thence South 39°29'53" East, 114.03 feet; Course 18, thence South 10°02'00" East, 174.29 feet; Course 19, thence South 01°18'24" East, 83.52 feet; Course 20, thence South 02°38'52" East, 108.55 feet; Course 21, thence South 88°14'12" West, 53.61 feet; Course 22, thence North 63°04'40" West, 560.72 feet; Course 23, thence North 64°29'06" East, 134.92 feet; Course 24, thence North 36°31'21" East, 118.39 feet; Course 25, thence North 16°05'14" East, 9.06 feet to a point on a non-tangent curve concave Easterly having a radius of 185.00 feet; Course 26, thence Northerly along the arc of said curve, through a central angle of 31°14'19", an arc length of 100.86 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 16°05'14" East, 99.62 feet; Course 27, thence North 16°05'14" East, along a non-tangent line, 23.44 feet; Course 28, thence North 48°11'15" West, 194.57 feet; Course 29, thence North 40°03'37" East, 38.23 feet; Course 30, thence South 89°28'11" East, 81.26 feet; Course 31, thence North 70°41'12" East, 59.68 feet; Course 32, thence South 47°39'10" East, 125.67 feet; Course 33, thence North 47°39'01" East, 224.51 feet; Course 34, thence North 60°15'19" West, 66.04 feet; Course 35, thence North 31°20'18" West, 125.59 feet; Course 36, thence North 47°34'44" West, 90.20 feet; Course 37, thence North 04°13'41" East, 93.05 feet; Course 38, thence North 10°44'04" East, 85.09 feet; Course 39, thence North 01°08'14" East, 59.35 feet; Course 40, thence North 19°34'36" West, 54.01 feet; Course 41, thence North 18°57'48" East, 278.61 feet to the point of curvature of a curve concave Southeasterly having a radius of 500.00 feet; Course 42, thence Northeasterly along the arc of said curve, through a central angle of 23°28'37", an arc length of 204.87 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 30°42'07" East, 203.44 feet; Course 43, thence Northerly along the arc of a curve concave Westerly having a radius of 350.00 feet, through a central angle of 46°45'08", an arc length of 285.59 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 19°03'51" East, 277.74 feet; Course 44, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 195.00 feet, through a central angle of 64°00'19", an arc length of 217.84 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 27°41'27" East, 206.68 feet; Course 45, thence North 89°15'49" East, along a non-tangent line, 215.00 feet; Course 46, thence South 51°45'19" East, 58.34 feet; Course 47, thence South 25°05'11" West, 112.67 feet; Course 48, thence South 32°11'04" West, 129.17 feet; Course 49, thence South 10°36'34" West, 74.66 feet to a point on a non-tangent curve concave Westerly having a radius of 60.00 feet; Course 50, thence Southerly along the arc of said curve, through a central angle of 49°36'34", an arc length of 52.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 06°47'55" East, 50.66 feet; Course 51, thence South 07°38'42" East, along a non-tangent line 60.29 feet; Course 52, thence South 41°46'55" West, 33.20 feet; Course 53, thence North 87°40'32" West, 48.89 feet; Course 54, thence South 16°12'48" East, 169.93 feet; Course 55, thence South 30°06'56" East, 108.98 feet; Course 56, thence South 68°35'12" East, 37.72 feet; Course 57, thence South 17°08'47" West, 76.24 feet; Course 58, thence South 16°54'00" West, 62.16 feet; Course 59, thence South 36°11'17" East, 51.17 feet; Course 60, thence South 18°24'44" East, 57.55 feet to a point on a non-tangent curve concave Northerly having a radius of 490.00 feet; Course 61, thence Easterly along the arc of said curve, through a central angle of 08°37'32", an arc length of 73.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°14'21" East, 73.70 feet; Course 62, thence North 89°26'53" East, 221.33 feet to the point of curvature of a curve concave Northerly having a radius of 415.00 feet; Course 63, thence Easterly along the arc of said curve, through a central angle of 02°14'04", an arc length of 16.18 feet to a point on said curve, said point lying on the Westerly line of said Parcel 10, said arc being subtended by a chord bearing and distance of North 88°19'51" East, 16.18 feet; thence Northerly along said Westerly line the following 10 courses: Course 1, thence North 03°16'41" West, 110.01 feet; Course 2, thence North 12°03'48" East, 80.33 feet; Course 3, thence North 54°51'18" East, 117.03 feet; Course 4, thence North 30°51'09" East, 117.15 feet; Course 5, thence North 45°44'15" East, 114.96 feet; Course 6, thence North 12°12'57" East, 117.93 feet; Course 7, thence North 03°13'33" West, 90.16 feet; Course 8, thence North 21°39'08" East, 92.95 feet; Course 9, thence North 00°02'37" West, 83.93 feet; Course 10, thence North 20°01'44" West, 148.61 feet to the Northwest corner thereof; thence North 89°15'49" East, along the Northerly line of said Parcel 10, a distance of 204.43 feet to the Point of Beginning.

Containing 27.74 acres, more or less.

Exhibit "B"

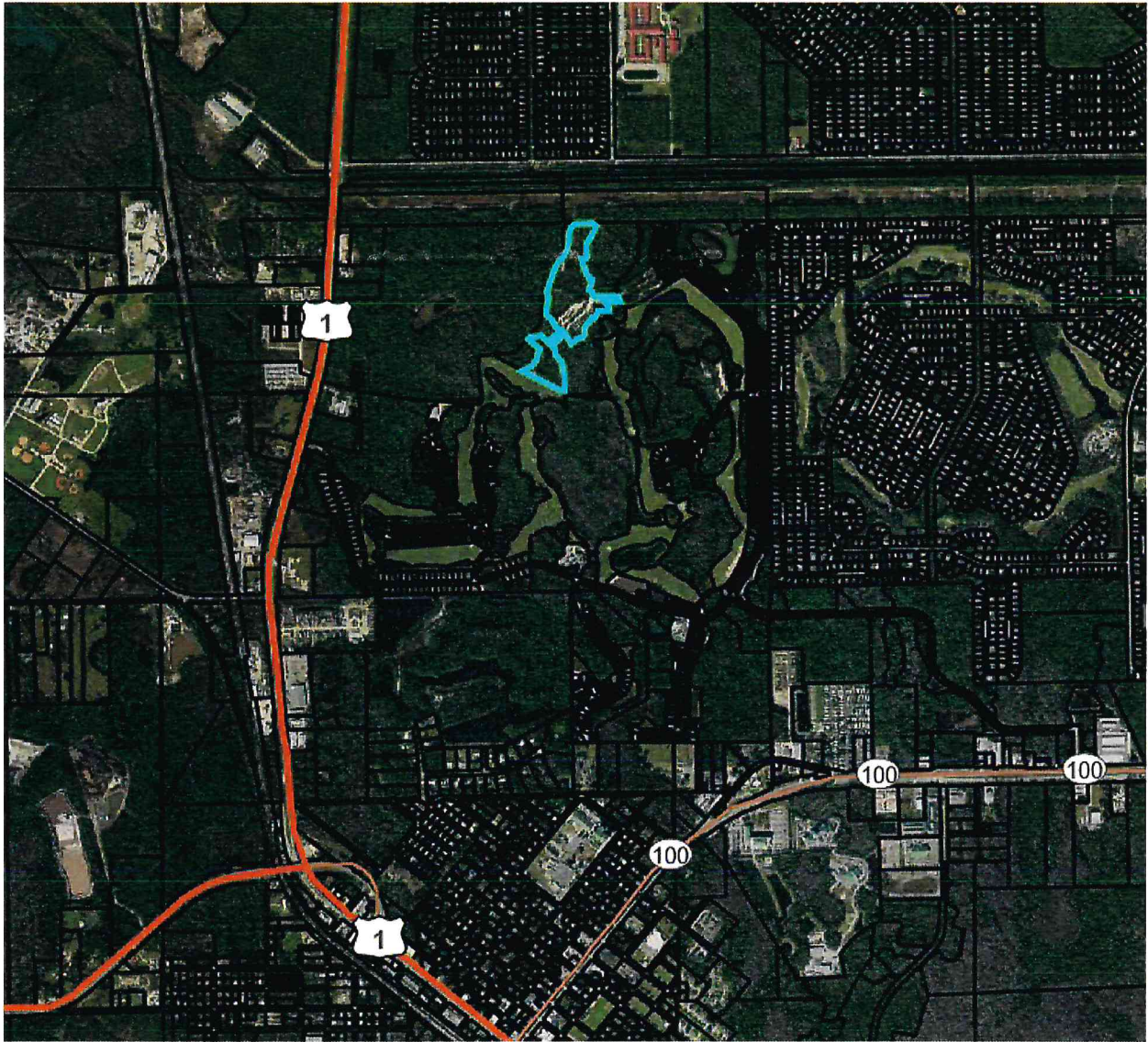


Exhibit "C"

[the "Voucher"]



FLAGLER COUNTY EDUCATIONAL IMPACT FEE VOUCHER

Voucher No: ___ / ___

Pursuant to the Proportionate Share Mitigation Agreement between Flagler County School Board (FCSB), _____, a Florida Limited Liability company (hereinafter "Applicant") and the _____ (hereinafter "Local Government") made on _____, 202_ Applicant is providing Proportionate Share Mitigation in the amount of \$_____ to reserve capacity.

Payment Amount/Current Impact Fee = Number of Credits Issued

Payment Date: _____ Current Impact Fee: _____
Payment \$: _____ Credits Issued: _____

Pursuant to Florida law Applicant is entitled to school impact fee credits on a dollar-for-dollar basis. Each credit shall be for one (1) **single-family** residential unit education impact fee. This voucher shall be applied to the **single-family** residential unit educational impact fee due from a permit application for the below-described lot/unit, pursuant to the Proportionate Share Mitigation Agreement for the _____ Development, File Number _____.

Builder:
Street Address:
Lot/Parcel ID:
Signature of Builder:

Date: _____
(signature of an authorized agent of the School Board)

**ONCE A CERTIFICATE IS REDEEMED A COPY MUST BE RETURNED TO FCSB
PLANNERS OFFICE
P.O. Box 755
Bunnell, FL 32110**



flaglerschools
Engage. Educate. Empower.

BOARD OF EDUCATION

July 12, 2022

Trevor Tucker
Chairman
District 4

Anthony Sharp
D.R. Horton, Inc
4220 Race Track Rd
St. Johns, FL 62259

Dr. Colleen Conklin
Vice Chairman
District 3

Jill Woolbright
Board Member
District 1

RE: 22-015 Grand Reserve Phase 5

Dear Mr. Sharp,

Janet McDonald
Board Member
District 2

We received your request for a School Capacity Reservation for the Grand Reserve Phase 5 development. After careful review, we find that the Middle School and the High School that service this area are currently over capacity. Attached is the School Concurrency Impact Analysis as of July 12, 2022. (Please note that the student station costs change monthly)

Cheryl Massaro
Board Member
District 5

Kaylee Briggs
Student School Board Member
Flagler-Palm Coast H.S.

A proportionate share mitigation agreement will be required prior to any Final Plat approval. Your Proportionate Share Mitigation total will be capped at the lesser of the total Impact Fees for the Development or the Proportionate Share Total. You will receive Impact Fee Credit Vouchers for all proportionate share payments.

Karissa Jackson
Student School Board Member
Matanzas H.S.

Should you desire to pursue mitigation, you will need to submit that request in writing, along with the mitigation fee of \$2,500, made out to Flagler Schools. Please forward this request to my attention.

Cara Cronk
Principal of the Year
Buddy Taylor Middle School

Should you have any questions please contact me at (386)586-5192 ext. 1313.

Amy Neuenfeldt
Assistant Principal of the Year
Indian Trails Middle School

Thank you,

James Gambone
Teacher of the Year
Flagler-Palm Coast H.S.

Patty Bott
Coordinator of Planning
And Intergovernmental Relations

Judy Gallo
Employee of the Year
Food & Nutritional Services

cc: Bernadette Fisher – City of Bunnell

Cathy Mittelstadt
Superintendent

"An Equal Opportunity Employer"

Report Date: July 7, 2022		Expires: October 9, 2021	
Project Name: Grand Reserve Phase 5		Jurisdiction: Bunnell	
Number of Units:	Single Family:	112	
	Multi Family:	0	
	Mobile Home:	0	

Concurrency	School Level	Elementary	Middle	High
	MSID:	0022	0011	0091
	School:	Bunnell	Buddy Taylor	Flagler Palm Coast
	Adopted LOS	92%	112%	132%
	Existing & Reserved Capacity Analysis			
Permanent Capacity	1,579	1,811	2,534	
Enrollment	996	1,571	2,667	
Actual Utilization	63.1%	86.7%	105.2%	
Available Permanent Seats	583	240	-133	
Reserved Capacity	421	400	596	
Utilization	89.7%	108.8%	128.8%	
Available Seats	162	(160)	(729)	
Impact of Proposed Development				
Students Generated	10	6	9	
Adjusted Utilization	90.4%	109.2%	129.1%	
Adjusted Available Seats	152	(166)	(738)	
Initial Results: Permanent FISH	UNDER CAPACITY	UNDER CAPACITY	UNDER CAPACITY	
Portable Capacity Impact Adjustment				
Total School Capacity	1,579	1,943	2,643	
Adjusted Utilization	90.4%	101.7%	123.8%	
Adjusted Available Seats	152	(166)	(738)	
Number of Seats to Mitigate	0	6	9	
Final Results: Total Capacity	UNDER CAPACITY	UNDER CAPACITY	UNDER CAPACITY	

Adjacency (If Required)	School Level	Elementary	Middle	High
	MSID:	0022	0011	0091
	Adjacent School(s):	Bunnell	Buddy Taylor	Flagler Palm Coast
	Existing & Reserved Capacity Analysis			
	Permanent Capacity	1,579	1,811	2,534
	Enrollment	996	1,571	2,667
	Adopted LOS	92%	112%	132%
	Available Permanent Seats	583	240	-133
	Reserved Capacity	421	400	596
	Utilization	89.7%	108.8%	128.8%
	Available Seats ***	162	(160)	(729)
	Impact of Proposed Development			
	Students Generated	10	6	9
Adjusted Utilization	90.4%	109.2%	129.1%	
Adjusted Available Seats ***	152	(166)	(738)	
Initial Results: Permanent Capacity	UNDER CAPACITY	UNDER CAPACITY	UNDER CAPACITY	
Portable / Capacity Impact Adjustment				
Total School Capacity	1,579	1,943	2,643	
Adjusted Utilization	90.4%	101.7%	123.8%	
Adjusted Available Seats ***	152	(34)	(629)	
Number of Seats to Mitigate	0	6	9	
Final Results: Total Capacity	UNDER CAPACITY	UNDER CAPACITY	UNDER CAPACITY	

Notes	TOTAL ELEMENTARY	970		
	TOTAL MIDDLE SCHOOL		-82	
	TOTAL HIGH SCHOOL			-589

ALL MIDDLE AND HIGH SCHOOLS ARE OVER CAPACITY & REQUIRE MITIGATION CMTT Flagler 2019

*** Student Stations may be reserved by another CSA

If TOTAL school level is over capacity then all seats must be mitigated at that level



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 10/17/2023 Amount:
Department: Human Resources Account #:
Subject: Approval of Amended (New) City Personnel Manual
Agenda Section: Consent Agenda:
Goal/Priority: Quality of Life, Organizational Excellence

ATTACHMENTS:

Description	Type
Proposed Policy Manual	Exhibit

Summary/Highlights:

This is a request to approve an amended, new, City Personnel Policy Manual.

Background:

The proposed manual accomplishes many goals, including the following:

- The current City Policy Manual covers many different possible manuals - Employee, Safety, Purchasing, Other City operations - and is over 500 pages. This is a streamlined version of a true Employee Policy Manual and focuses on policies which are personnel related.
- Includes changes made in labor laws over the past several years. Policies have been updated to be consistent with changes in employment law, best practices and other statute changes made over the past several years which may have been missed by the City. The City Attorney has assisted with the changes to ensure no conflicts with Florida Statute.
- Consolidates similar/like topics under one area only. The current manual currently has several different policies or policy areas that cover the same or similar information creating duplication and inconsistencies. This duplication also leads to confusion about policies. This re-write clean-ups duplicated verbiage and policies, locating them into one policy and language has been simplified to lessen confusion by readers.
- Because of reduced page numbers, upon hiring, employees can be handed a paper copy of the book rather than a USB with all policies on it. There is a greater chance an employee will look at a hard copy of the manual than an electronic copy.
- Probationary Period Moved from 90 days to 6 months. This allows an employee the time needed to learn the basics of jobs before termination is decided which benefits those who may have longer learning curves or more complex jobs.
- Licensing and Certification Incentive Programs have been clarified and explained in better detail.

Staff Recommendation:

Approval of the Amended (New) City Personnel Manual.

City Attorney Review:

approved

Finance Department Review/Recommendation:

Recommend Approval

City Manager Review/Recommendation:



CITY PERSONNEL POLICIES/ HANDBOOK

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Welcome!

It is with great pleasure that we welcome you as a new employee with the City of Bunnell. We hope you have a long, rewarding career with us. As a City employee, you have a unique opportunity to serve the public - City residents, businesses, and visitors to our City. We value employees who work hard, show initiative and responsibility, and take pride in their work and the City.

The City of Bunnell, a municipal corporation organized and existing under the laws of the State of Florida, is hereinafter referred to as the "City."

As Employees of the City, it is our privilege to serve the City's citizens and each other. The Employees of the City, the City Commissioners, the City Manager, and Department Directors wish you success and many years of fulfilling and faithful service.

Teamwork is the heart of outstanding achievement. The City of Bunnell is a team, we need to be complementing, not **competing**. This means the Bunnell Team comes first, not the individual or an Individual Department. As an employee of the Bunnell Team, you can have a lasting impact by being part of an entire Team of Champions.

Employees can get information or answers to their questions from their Director or by contacting the Human Resources Department. The Human Resources Department can be reached during City Business hours, Monday- Friday, during business hours. After-hours appointments can also be made by contacting Human Resources.

Foreword:

These Personnel Policies and Procedures are designed to serve as a guide for all Bunnell City Employees in the day-to-day operations of the City. Please review them thoroughly.

The City is committed to ensuring all Employees are consistently treated with respect and in a fair and impartial manner through personnel policies that are interpreted in the same way for all Employees-non-supervisory, supervisory, and management alike.

Employees are encouraged to take an active role in the City. Recommendations for changes in these Policies and Procedures should be submitted to the City Manager for review and consideration.

City Policy can be amended as needed when changes in laws are made or when deemed necessary by the City Manager. For extensive/total modifications to a policy, the City Commission is the approval authority.

Mission, Vision, Values, Principles

Employees are expected to commit to the City's vision and mission statement, adhere to the City's core values, provide public service, and contribute to a positive workplace environment. This includes all applicable federal, state, and local guidelines and diversity appreciation.

City Commission Mission Statement

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

City Mission Statement

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

City Vision

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

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

The decisions we make should be reflections of our values and beliefs; they are always directed toward a specific purpose- the satisfaction of the City's organizational needs. When we use our values to make decisions, we make a deliberate choice to focus on what is vital to the City.

The City believes in its values and adheres to them. Employees should subscribe to these values during their tenure of employment with the City to these Values.

City Core Values:

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

19. Integrity: to be honest, open, ethical, and fair.

20. Fiscal accountability: to be good stewards of agency funds.

City Government Overview

The City was incorporated in 1913. The City was established through its Charter, which established a Council- Manager form of government.

The voters of the City elect the Mayor and four (4) Commissioners. Per the current City Charter, the Mayor and Commissioners serve three (3) year terms. The Vice Mayor is elected annually at the first Regular City Commission Meeting in April from among the members of the Commission.

The Commission is the policy-making body of the City government. It is responsible for legislative actions, including enactment of ordinances and resolutions, setting tax rates and fees, adopting the annual budget, authorizing contracts, and appointing advisory board members. The City Charter **prohibits** them from being involved in the day-to-day operations of the City. For this reason, City Employees should **never** go to any Commissioner with concerns about day-to-day City operations. To do so places the Commission or Commissioner in a position to violate the City Charter and in a possible Ethics investigation, which has monetary and legal ramifications.

Likewise, Commissioners should not provide direct instructions to employees. To avoid any questions regarding actions, please inform the Director or the City Manager immediately if you are assigned a task directly by an appointed or elected official.

The City Manager is appointed by the City Commission and serves as the Chief Administrative Officer of the City. The City Manager is the person responsible for all day-to-day operations and functions of the City. The City Manager has an open-door policy to hear ideas and concerns from all City employees. This is the only way we can make the City a better place to live, work, and play.

The City includes the following departments:

City Clerk

City Manager

Community Development

Engineering

Finance

Fleet

Human Resources

Information Technology (IT)

Infrastructure – Water/ Sewer/ Public Works

Legislative (Commission)

Parks and Recreation

Police Department

Solid Waste

Nature of Employment

As a representative of the City, employees must know they are given the responsibility to serve the citizens of Bunnell and must always conduct themselves professionally and with efficiency. A good employee neither abuses nor neglects this responsibility. Instead, the employees should endeavor to perform their duties in a manner a citizen would expect them to be performed.

The City is an “at-will” employer. This means employees voluntarily accept employment with the City, and employees are free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

This Manual is used as the primary resource for personnel policies, practices, and procedures for the

City. Each employee's value to the City will be measured by their ability to exercise discretion, sound judgment, and their zeal and activity in adequately performing their duties on all occasions.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations between the City and any of its employees.

Collective bargaining agreements apply to specific employee groups. Where the provisions of this guide conflict with the terms and conditions of any collective bargaining agreement, the collective bargaining agreement will prevail. Any internal department policies that are covered within this manual will be deemed outdated and a reviewal will be required by administrative staffing to reflect changes.

The provisions of this handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time. The City Manager and Human Resources shall be the delegated authority to interpret the policies and practices of the handbook. These provisions supersede all existing policies and procedures and may not be amended or added to without the express written approval of the City Manager or, when applicable, the City Commission.

All City employees ultimately report to the City Manager. The City Commission directs the City Manager; the City Manager, in turn, directs staff. Generally, City Commissioners should be making requests through the City Manager.

City Records

All records, letters and correspondence, files, maps, images, emails, texts, and other printed and electronic material that reflect, memorialize, or pertain to City business are official public records of the City.

In accordance with the Florida statute, the City Clerk is the designated Custodian of Public Records and the Records Management Liaison Officer(RMLLO).

It is the responsibility of each employee to protect, store, transfer, destroy, dispose of, use, and manage public records strictly in accordance with Florida Statutes, Chapter 119, and all other applicable Federal, State, and local laws. All records are the property of the City. Such documents are to be delivered by outgoing officials and employees to their successors.

Any questions regarding public records should be directed to the City Clerk.

Records Management

Each Department shall ensure that all files are maintained in an up-to-date manner and in accordance with all legal requirements. They shall maintain a filing system for all records for easy

retrieval of documents.

The records of the City shall be scheduled for destruction according to the guidelines and schedules established by the Florida Department of State.

Records schedules are amended as needed. It is the employees' department's responsibility to verify they are following the most recent schedule. Records ready for retention or destruction shall be turned over to the City Clerk office in the manner identified in records training or directions. The City Clerk shall be contacted to ensure such destruction is scheduled.

Other than records routinely scheduled for destruction in compliance with the Division of Archives, no record shall be destroyed or permanently removed from its file.

The City Clerk is the point of contact for secure storage, maintenance, and destruction of all City records. Records will not be stored in any other location unless authorized by the City Manager or City Clerk.

Employees shall not, except for authorized use, remove any records, cards, reports, letters, documents, or other official elements from any City records file except by due process of law. Employees shall at all times observe and conform strictly to this rule. When in the performance of official duties, it is permissible to temporarily remove City records from any office where they are maintained for authorized use with approval.

Public Records Request

The City is required to respond to all requests for Public Records in a timely manner, consistent with the Florida Statutes. This policy establishes procedures for handling public record requests. All City records are considered public records and shall be made available to the public unless there is a specific exemption in the Florida Statutes.

Maintaining records is a job responsibility within each Department, with overall guidance and responsibility being a duty of the City Clerk's office. The City Clerk is the designated Custodian of Public Records and Records Management Liaison Officer (RMLO). Any questions about records, records requests, or records management are to be directed to the City Clerk.

Requests can be made in writing, by email, fax, phone call, or in person.

IMPORTANT! At no time may an employee require any personal information such as the name, address, phone number, or email address of the requestor. The requestor can remain anonymous and does not have to state a reason why they want the record(s). Employees also cannot require that a request be made in writing.

Any employee may accept a request for Public Records. Any employee receiving a records request

will do their best to fill the records request if possible or forward the request to the City Clerk's office for handling as soon as possible.

Employee Relations

The City believes the workplace should provide a positive environment in which employees are encouraged to excel in all tasks, duties, and responsibilities. As such, the City has a goal of providing positive work conditions along with a competitive wage and benefits package. Employees who have concerns about their jobs are encouraged to voice these concerns openly and directly to their Director.

Our experience has shown that when employees deal openly and directly with management, the work environment is improved, communications are more precise, and attitudes are more optimistic. City Management is committed to responding effectively to employee concerns.

The City's goals for Employees include the following:

1. To provide equal employment opportunity and treatment to all regardless of race, religion, color, sex, age, national origin, disability, or veteran status.
2. To provide compensation commensurate with the level of work to be performed.
3. To establish reasonable hours of work.
4. To monitor and comply with applicable federal, state, and local laws and regulations concerning Employee safety.
5. To offer training opportunities for those whose capabilities and responsibilities warrant such training.
6. To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies; and
7. To establish appropriate means for Employees to discuss matters of interest or concern with their immediate supervisor or Department.

The City expects all Employees to do the following:

1. Interact with citizens in a professional and courteous manner.
2. Perform assigned tasks in an efficient manner.

3. Be punctual.
4. Demonstrate a considerate, friendly, and constructive attitude toward fellow employees.
5. Adhere to the policies and procedures adopted by the City.

Equal Employment Opportunity

The City provides equal employment and advancement opportunities to all individuals. Employment decisions will be based on merit, qualifications, abilities, and veterans' preferences when applicable. The City does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age, marital status, disability, veteran status, or any other characteristic protected by applicable local, state, or federal law.

The City has established a written equal employment opportunity program to achieve prompt and full utilization of minorities, people with disabilities, wartime-era or disabled veterans and women at all levels and in all segments of the workforce. The results of the program are to be reviewed annually, and the program is to be modified as necessary to achieve its stated objectives.

The City is committed to providing a workplace free of harassment based on an individual's protected class. This includes not tolerating harassment by City employees, and non-employees, such as members of the public, vendors, community stakeholders, and appointed elected officials.

Prohibited harassment includes but is not limited to the following: slurs, jokes, epithets, negative stereotyping, threats, intimidation, hostile acts, demeaning or hostile written or graphic material posted or circulated in the workplace, any other graphic or physical conduct relating to an individual's race, color, religion, sex, national origin, age, marital status, disability, veteran status, or any other characteristic protected by applicable local, state, or federal laws.

Prohibited sexual harassment includes, but is not limited to, the following: verbal statements such as jokes, innuendo, intimidation, or physical conduct of a sexual nature; unwelcome sexual advances, propositions, or innuendos creating hostile working conditions; display in the workplace of sexually suggestive or explicit objects, pictures or drawings or demeaning written or graphic material posted or circulated in the workplace; and any other graphic or physical conduct relating to a person's gender.

An employee who feels they have experienced discrimination or harassment, or any employee who becomes aware of any discrimination or harassment, should immediately report the discrimination or harassment to any of the following: their immediate supervisor, their Department Director, Human Resources, or the City Manager. Employees are not required to follow their supervisory chain in making such reports. Any employee who becomes aware of any discrimination or harassment must immediately report the discrimination or harassment to indicated staff above.

All reports of discrimination or harassment shall be thoroughly and timely investigated by the City

Manager and Human Resources. Confidentiality shall be maintained throughout the investigation to the extent possible and allowable by law. When the investigation is completed, the employee who was subject to the alleged discrimination or harassment will be informed of the outcome of the investigation. Employees shall not be retaliated against in any way for making a report, made in good faith, of discrimination or harassment. Any employee found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment.

Any employee found to have engaged in any unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

Human Resource is responsible for formulating, implementing, coordinating, and monitoring all efforts for equal employment opportunity.

Any communication from an applicant for employment, an Employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be referred to Human Resources and the City Attorney.

While the overall authority for implementing this policy is assigned to the City Manager, with the approval of the City Commission, an effective equal employment opportunity program can only be achieved with the support of supervisory personnel and Employees at all levels. Any Employee who feels they are the victim of discrimination has a responsibility to report this fact to their supervisor or the Human Resource Administrator.

Workplace Etiquette

The City strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes, issues arise when employees are unaware their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with the co-worker to bring the perceived problem to their attention. In most cases, common sense will dictate an appropriate resolution. The City encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior found to be affecting another employee's ability to concentrate and be productive.

If unable to work out a matter by talking to the co-worker, employees should then speak to their immediate supervisor, Director, or Human Resources.

Disability Accommodation

The City is committed to taking all actions necessary to ensure equal employment opportunities for persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and all other applicable federal, state, and local laws.

All employment practices and activities will be conducted on a non-discriminatory basis. Upon

request, job applications will be made available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries, if any, will only be made regarding an applicant's ability to perform the duties or the essential functions of the position.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the City or pose a direct threat to the employee or others.

This policy governs all aspects of employment, including employee selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with a documented disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Director or Human Resources.

Employee Medical Examinations

Examinations (including psychological assessments) may be required as a condition of employment. This is to ensure the employee can perform the essential functions of the jobs and not pose a significant risk of substantial harm to themselves or others. If it is determined an examination is appropriate for a particular job category, all applicants for the job to whom a conditional offer of employment has been made, will be examined.

A healthcare professional of the City's choice will perform all required medical examinations at the City's expense. The offer of employment and assignment to duties is contingent upon the satisfactory completion of all required medical exams.

From time to time, current employees may be required to take medical examinations (including psychological assessments). Need for evaluation will be based on a reasonable belief the employee may be unable to perform the essential functions of their job or pose a significant risk of substantial harm to themselves or others. When an Employee is being considered for transfer or promotion, or as required by applicable local, state, or federal law, they could also be required to comply with a physical or psychological evaluation. Such examinations will be scheduled at reasonable times and intervals and performed by a healthcare professional of the City's choice at the City's expense.

Information regarding an employee's medical condition or history will be kept separate from other employee information and maintained confidentially by Human Resources. Access to this information will be made available only to the employee, persons designated and authorized by the employee, and other agencies or persons as allowed by applicable law.

Employees are not required to share their information with co-workers. Employees may share their own information with others. If the employee shares medical information with **another employee, supervisor, or Director, they must keep the information shared confidential.** Supervisors and Directors **will not ask** for any medical information or for any records that contain medical information.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as explicitly allowed by this law. To comply with this law, we are asking employees not to provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact an individual or an individual's family member sought or received genetic services and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States. The City does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have yet to complete an I-9 within the past three years or if their previous I-9 is no longer retained or valid.

Once an applicant is made a conditional job offer, the City uses E-Verify, an Internet-based system operated by the Department of Homeland Security, U.S. Citizenship, and Immigration Services, in partnership with the Social Security Administration, to confirm work authorization with the Social Security Administration (SSA) & the Department of Homeland Security (DHS), with information from the Form I-9 provided by new and rehired employees.

The City does not provide financial assistance in obtaining or maintaining visa(s) for any employee or their dependent(s).

Employment Categories

It is the intent of the City to clarify the definitions of employment classifications, to ensure employees understand their employment status and benefits eligibility.

Each employee is designated as either NON-EXEMPT or EXEMPT (SALARIED) in accordance with the Fair Labor Standards Act (FLSA). NON-EXEMPT employees are entitled, with limited exceptions, to overtime pay. EXEMPT employees are excluded from the overtime provisions of the FLSA unless otherwise stated by FLSA or by other exemptions listed elsewhere in this manual. The EXEMPT or NON-EXEMPT classification of any position may be changed only upon written notification from Human Resources.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those employees who are regularly scheduled to work the City's full-time schedule for the position they hold. Generally, they are eligible for the City's benefits package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those employees who are regularly scheduled to work 32 hours or less per week. While REGULAR PART-TIME employees do receive all legally mandated benefits (such as Social Security and worker's compensation insurance), they are ineligible for all other benefit programs.

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project or program. Employment assignments in this category generally are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. TEMPORARY employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other City benefit programs.

SEASONAL employees are those hired for a limited duration over a specific period of time, generally the summer months. Employment beyond any initially stated period does not in any way imply a change in employment status. While SEASONAL employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other City benefit programs.

Rehires will be at the discretion and approval of the City Manager. For the purposes of benefits, to include Paid Time Off (PTO) accrual, rehires shall be treated as new hires.

These classifications do not guarantee employment for any specified period.

Job Posting

The City provides employees with opportunities to advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted. However, the City reserves its discretionary right not to post a particular opening.

As vacancies occur, the City Manager or designee is expected to review the position requirements and determine the necessity of filling the position.

When posted, job openings will be posted on the City website and emailed to all City employees in the City email directory. External only posting will be done for a minimum of 7 days; Internal only postings will be done for at least 5 days. Each job posting notice will include the dates of the posting period, job title, Department, summary of job duties, a summary of skills and abilities required, and the education/certifications required.

If internal recruiting efforts are unsuccessful or if the City Manager determines that no viable internal candidates exist, the position may be posted externally. (See HIRING for procedures.) The City Manager may also elect to post a position as an Internal / External position at the same time.

For current employees to be eligible to apply for a posted job, they must have performed competently for at least 180 calendar days in their current position. The City reserves the right to waive the 180-calendar day requirement. Employees who are on an administrative leave of absence (paid or unpaid), probation, or suspension are not eligible to apply for posted jobs. Eligible employees should apply only for those posted jobs for which they possess the required skills, competencies, and qualifications.

The City Manager may elect not to post a vacancy if a qualified Employee requests a lateral transfer or voluntarily seeks a position with a lower salary, is disqualified from a higher-level position, or whose position has been eliminated.

To apply for an internal open position, an employee should submit a Letter of Intent to Human Resources, which includes a listing of job-related skills, accomplishments, and a resume. Employees must make their immediate supervisor aware of their intent to apply. An employee who is selected for an open position may not apply for another open position for a period of 6 months. The City Manager reserves the right to waive this provision.

The job posting is just one of the ways to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. When in the best interest of the City, other recruiting sources may also be used to fill open positions.

Employment Applications

The City relies upon the accuracy of the information contained in employment applications and resumes, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion from further consideration for employment or, if employees have been hired, termination of employment.

Job Descriptions

The City makes every effort to create and maintain accurate job descriptions for all positions within the City; however, no job description can list every duty and requirement for a position. Therefore, employees may be tasked with performing duties outside of their job descriptions. The City reserves the right to modify job descriptions as the need arises.

Each description includes the following:

- Major Functions
- Essential Duties and Responsibilities section
- Knowledge/Skills/Qualifications
- Education Requirements/Minimum Training
- Professional Licenses Required/ Special Requirements
- On Call requirements

In the event of a recovery from a disaster, regular duties may be suspended, and employees may be assigned disaster recovery duties, possibly for an indefinite period.

Background Checks

The City believes hiring qualified individuals to fill positions contributes to the overall strategic success of the City. Background checks serve as an essential part of the selection process. This type of information is collected as a means of promoting a safe work environment for current and future City employees. Background checks also help the City obtain additional applicant-related information, which may help determine the applicant's overall employability and ensure the protection of people, property, and information of the organization.

These checks will include all positions within the City. The City will use a third-party agency to conduct the background checks. The type of information to be collected by this agency includes but is not limited to, information pertaining to an individual's past employment, education, character, finances, reputation, etc. This process is conducted to verify the accuracy of the information provided by the applicant. The City will ensure all background checks are held in compliance with all federal and state statutes, such as the Fair Credit Reporting Act. The Americans with Disabilities Act prohibits organizations from collecting non-job-related information from previous employers or other sources. Therefore, the only information that can be collected would pertain to the quality and quantity of work performed by the applicant, the applicant's attendance record, education, and other issues impacting the workplace.

Background checks will include the following:

Social Security validates the applicant's social security number, date of birth, and former addresses.

Prior Employment Verification confirms the applicant's employment with the provided companies, including dates of employment, position held, and additional information available pertaining to

salary/wages, performance rating, the reason for departure, and eligibility for rehire. This will be run on the past two employers or employers within ten years, whichever comes first. Human Resources will verify prior employment.

Only Human Resources is authorized to respond to reference check inquiries from other entities. All requests must be directed to Human Resources. Responses to such inquiries will involve only the confirmation of dates of employment, wage rates, and position(s) held.

Agents of the City are only authorized to provide professional references, regardless of their nature, both verbally and written, with authorization from the City Manager.

Multi-County Criminal will be run on counties applicants have listed on their application or release form. This will include counties of past residence for a period of up to five years.

Federal Criminal History checks district courts for any crimes committed in violation of federal law in the district of current residence. The City can make inquiries regarding criminal records during the pre-employment stage; however, as part of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment unless it is determined to be due to job-related issues or business necessity.

Personal and Professional References Calls will be placed by Human Resources or the Director to individuals listed as references by an applicant.

Educational Verification confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received. Human Resources will request documentation from applicants or noted educational centers if the position requires a certain degree, certificate, or license.

Motor Vehicle provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.

Credit History, when applicable, confirms the candidate's credit history. This search will be run for positions involving management of the City's funds or handling of cash. The City can collect credit information on applicants consistent with the guidelines set forth by the Federal Credit Reporting Act (FCRA).

The FCRA requires organizations to obtain a candidate's written authorization before obtaining a credit report. When doing this, the employer must:

- Certify to the consumer-reporting agency that the employer follows the FCRA and will not misuse the information it receives.
- Disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or investigative consumer report, and the information received will be used solely for employment purposes.

- Obtain written authorization from the applicant or employee.
- Inform the individual of their right to request additional information on the nature of the report and the means through which such information may be obtained.
- Inform the applicant that the report will include information about the individual's character, general reputation, personal characteristics, etc.
- Provide the individual with a summary of their rights under the FCRA. If the results of the credit check are negative, the organization must inform the applicant it will deny any hiring plans, provide the applicant with a Summary of Consumer Rights from the FTC, provide the applicant the opportunity to review a copy of their credit report and advise the applicant of their rights to dispute any inaccurate information. Applicants will be granted five (5) days from the date of notification to contest the information.

Veterans Preference

Preference in hiring, retention, and promotion shall be granted to covered individuals applying for covered positions in accordance with Florida Statutes or any successor. To be granted preference, the individual must meet the minimum qualifications, achieve a passing grade on any scored test, and submit verification of entitlement to the Veteran's preference (e.g., DD-214) at the time of making the application.

The City guarantees all applicants claiming preference with provided DD-214 and qualifications a minimum of an interview with the hiring Director for consideration of an open position. Veteran's preference does not guarantee a job will be offered.

Probationary Period

The probationary period is intended to give new employees, lateral move employees, promoted employees, and rehired employees the opportunity to demonstrate their skills and ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations.

The City uses a period of 6 months (180 days) to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the probation period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first 180 days after their date of hire, lateral move, or promotion. Employees must demonstrate significant progress toward obtaining required certifications and performing the essential functions of the position in a satisfactory manner during this probationary period. Employees who are promoted or transferred from another City Department must complete a secondary probationary period of the same length with each

reassignment to a new position.

Any significant absence will automatically extend a probationary period by the length of the absence.

An Employee may be placed back on probation at the discretion of the Director in lieu of demotion or termination with approval from the City Manager.

In cases of promotions or internal transfers, an employee who is not successful in the new position can be removed from that position at any time during the transition probationary period. If this occurs, the employee may be allowed to return to their former position or to a comparable one for which the employee is qualified, provided such a position is vacant and the City desires to fill the vacant position.

All new and rehired employees can only receive City benefits once 60 calendar days have from start date. Benefits start on the 1st of the following month. Any changes to medical benefits will only be made during open enrollment or a qualifying event. This is to include any cafeteria options the City may provide.

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance reviews allow the supervisor and the employee to discuss the job responsibilities, standards, goals, and performance requirements of the new position. For new employees and those receiving internal lateral moves or promotions, management will be encouraged to present an informal performance review at their 90-day mark verbally or in writing. The formal written performance review will be presented at the end of the probationary 180 days after the start date.

Formal written performance evaluations will be given in the month of each annual service/promotion anniversary. The annual performance evaluation is conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths, and discuss positive, purposeful approaches to meeting goals. Performance evaluations are not intended to be punitive, but to capture job performance as a whole.

Rather than accumulate alleged performance deficiencies of an employee covered by the review period throughout the year, the supervisor should address with the employee, either formally or informally. Any perceived performance deficiencies or disciplinary issues should be addressed within thirty (30) days of the occurrence. Any documented deficiencies may only be included in an evaluation if they were addressed with the employee within 30 days of the incident. ***By way of example, if an employee is allegedly having problems with report writing, a Supervisor can print the report showing the errors, write comments on the report, and have the employee date and initial it.***

Nothing in this policy prohibits a supervisor from maintaining informal supervisory notes as a means

of documenting deficiencies so long as the supervisor can demonstrate the deficiencies were addressed within 30 days of occurrence. By way of example, if a supervisor chooses to document deficiencies in the form of supervisory notes informally, the notes shall contain a brief description of the deficiency, the date and time discussed with the employee, and the employee's dated initials/signature.

After the written evaluation has been reviewed and signed by the City Manager, the evaluation is presented to the employee. The immediate supervisor will present the evaluation. The presentation requirements of the evaluation can be met in person or virtually. Upon request, employees will be given the opportunity to meet and discuss the evaluation in person if presented virtually. Discussion allows the immediate supervisor and employee to assess the employee's strengths and areas for improvement in a constructive manner and set objectives and goals for the upcoming period. Meeting requirements can be met virtually. The employee should be given the opportunity (five working days) to examine the evaluation and make written comments about any aspect of the review. The employee and the supervisor should then sign and date the evaluation and forward it through the appropriate lines of supervision to be submitted to Human Resources.

All evaluations must be written by the immediate supervisor and then reviewed by the Director and City Manager before discussing the evaluation with the employee.

Merit or One-Time Bonuses

Merit increases or one-time Bonuses will be made in conjunction with the evaluation process. The Department Director will use the formula on the City evaluation form to determine the merit percentage increase amount. The City Manager will be the final approval or denial of the evaluation and recommendation to help ensure the quality, consistency, and fairness of each evaluation administered. This is to recognize and reward permanent employees for their performance, encourage careers within the City, and recognize contributions to City service.

Merit or One-Time Bonuse will be determined on an across-the-board basis by the City Commission during the budget approval process for each budget year. Percentages of one-time Merit bonus or

In order to comply with Sec. 215.425(3)(c), Fla. Stat., Paragraph 12 hereof, and the onetime Merit bonus provisions of Paragraph 11 hereof, became effective October 1, 2020, such that the option will be available to implement one-time Merit bonuses for all future Fiscal Year budgets until further notice.

Promotions

The City will provide training and development for Employees and offer Employees promotions to higher-level positions when appropriate. Management, when possible, will try to promote from within and will first consider current Employees with the necessary qualifications and skills for a vacant position unless outside recruitment is deemed to be in the City's best interest.

All Employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their supervisor, Department Director, Human Resources, or City Manager.

An Employee's basic eligibility for promotion will be determined by the minimum requirements of the new position and current job performance. Current Employee candidates for promotion will normally be considered and selected based on job-related qualifications, tests where appropriate (demonstrated ability), attendance, work records, and performance evaluation. In addition, to the extent permitted by law, such Employees may be required to have a medical examination.

An Employee who is promoted may receive an increase in pay, either the minimum of the new classification or as adjusted based on skills, knowledge, or abilities, not to exceed the maximum of the new pay scale. The anniversary review date will be adjusted accordingly to the new position (not the hire anniversary).

If an employee is temporarily appointed full-time to a higher-level position for more than 30 days, the employee will receive a temporary increase of 5% or the minimum of the higher pay scale, whichever is more, but not to exceed the maximum of the higher salary grade, effective the first day in the temporary appointment.

Transfers and Lateral Moves

The City may, at its discretion, initiate or approve an Employee's job transfer from one position to another or from one job location to another. A transfer is defined as moving to another position in the same grade or lower; The job title may or may not change.

The City may require Employees to make either a temporary or permanent job transfer to accommodate the City's business needs. Involuntary transfer due to changes in the workforce may occur, in which a memorandum about this event will be created.

Employees may also request a voluntary job transfer. To be eligible for a voluntary transfer, Employees must meet the minimum requirements of the new position.

Eligible Employees who request a transfer will be considered in the following order, at the discretion of the City Manager:

- Employees in the same department as the job vacancy;
- Employees who are being considered for layoff because of a reduction in work force or the elimination of their position; and
- All other Employees.

Employee requests for transfer will be handled in the following manner:

- The Employee should submit a written request for a transfer to their current Director. The request should include the reason for the transfer, the department requested, the specific position wanted, and a resume. The current director will forward the request to the Director of the new position.
- The Directors will forward the request to Human Resources to determine whether the requested job or a suitable job vacancy exists. If a job vacancy exists and if employee is qualified, Human Resources should arrange an interview between the candidate and the Director or designee of the requested position.
- The candidate will be allowed to interview during work time.
- The City Manager will make the final transfer decision.

Pay for transferred Employees will be handled in the following manner:

- Employees transferred to a job with the same salary will continue to receive their existing rate of pay.
- Employees voluntarily transferring to a job with a lower salary may continue to be paid at their former rate, providing the rate is not over the maximum of the new salary.
- Employee may be paid at lower rate at the discretion of the City Manager.
- Employees transferred involuntarily to a job in a lower salary classification may be paid at a lower rate not to exceed the maximum salary.

Ethics and Conduct Overview

The successful operation and reputation of City government are built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit/intent and following the letter of all applicable laws and regulations. It also requires a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of City government is dependent upon the trust of residents, businesses, and the people we serve. We are committed to preserving trust. Each employee must recognize that the actions of any one employee can enhance (or damage) the reputation of the entire City. Employees owe a duty to the City to act in a way that will merit the continued trust and confidence of the public.

The City expects all employees to conduct themselves in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. Examples of

prohibited acts include, but not limited to, solicitation and acceptance of gifts in accordance with the Florida Statutes, unauthorized compensation, misuse of public position, misuse of City property, disclosing exempt or confidential information, and solicitation or acceptance of honoraria.

If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the Director and, if necessary, either Human Resources or the City Manager.

Each employee exercising regulatory responsibility who receives an offer of employment or an offer for a contractual relationship for remuneration from any person or entity doing business with the City shall report such offer, in writing, to their department manager within five (5) working days of receipt of such offer. The term "offer" means a verbal or written communication in which a person or entity states an interest in retaining or employing the employee.

Any Employee exercising regulatory responsibility who has or who obtains a financial interest in an entity doing business with the City shall report such fact to their Director in writing within five (5) working days of the acquisition of such financial interest.

The term "financial interest," for the purpose of this Section, means any arrangement whereby an Employee acquires an ownership or material interest, or the right to acquire ownership of the material interest, in an entity.

In general, the use of sound judgment based on high ethical principles will guide employees with respect to lines of acceptable conduct.

All employees shall follow and comply with the standards and reporting requirements of the Florida Statutes regarding gifts, giftings, and honorariums.

Compliance with this policy of ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

General Conduct

To ensure orderly operations and to provide the best work environment possible, the City expects employees to follow rules of conduct that protect the interests and safety of all employees and the organization. We all have a responsibility to be productive and harmonious employees.

It is not possible to list all the forms of behavior which are considered unacceptable in the workplace; however, the following are examples of infractions which would violate the City's General Conduct code:

- Trying to involve any member of the Commission in day-to-day operations of the City.

- Theft or inappropriate removal or possession of the property.
- Dishonesty, including being untruthful in an investigation and any form of falsification of timekeeping or other records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Boisterous or disruptive activity in the workplace.
- Continuous bad attitude and negativity, which affects the workplace, City operations or citizens and businesses in the City.
- Negligence or improper conduct leading to damage of employer-owned property or the personal property of others.
- Insubordination, including but not limited to failing to follow a direct order, either written or oral, given by a supervisor or Director.
- Publicly criticizing any order issued by a supervisor or Director.
- Failing to show co-workers, supervisors, directors, or any City employee appropriate respect, courtesy, and consideration.
- Engaging in gossip.
- Speaking negatively or in a detrimental manner about the City, City policies, any City employee, or the Commission in public or on Social Media or in the media.
- Threatening, intimidating, coercing, or unlawfully interfering with the job performance of fellow employees, or vendor and other stake holders, and members of the public.
- Violation of safety or health rules or acting in an unsafe manner which results in injury to self or others.
- Speaking on behalf of the City in public, at a meeting, or at an event when not authorized to do so.

- Smoking or vaping in prohibited areas.
- Sexual or other unlawful harassment.
- Excessive absenteeism or any absence without notice or authorization.
- Unauthorized absence from the workstation during the workday.
- Leaving work during the assigned shift without notice or approval.
- Violation of any personnel or departmental policies.
- Unsatisfactory job performance or conduct as defined throughout this manual.
- Sleeping on the job.
- Commission of a crime or engaging in illegal activity either on or off duty
- Loss, including suspension, of a required or minimum qualification for the employee's position, such as certifications, driver's licenses, etc.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace unless authorized by applicable law.
- Unauthorized use of telephones, mail systems, or other employer-owned equipment.

The listing of these rules of conduct does not alter the at-will status of the City's employees.

The above is a partial list. Failing to follow the City's general rules of conduct can result in disciplinary action up to and including termination.

Employee Conduct

Employees shall honor and adhere to the ethical obligations inherent in public service. This obligation demands each employee be sensitive to the potential ramifications of their conduct.

Employees must use the powers and resources of the City entrusted to them to support and implement the policies and programs adopted by the City Commission.

Employees shall safeguard their ability to make objective, fair, and impartial decisions.

Any Employee who is uncertain as to whether any anticipated personal action, dealing, or contractual relationship complies with applicable statutes or the provisions of this policy manual should discuss their issue with their Director, Human resources or the City Manager.

All Employees shall conduct themselves according to the following:

- Employees shall not act in any manner that may discredit the citizens, the City, public officials, fellow employee (s), or themselves; however, employees shall have the right to report fraud, waste, or abuse. The rights of employees under “whistleblower legislation” shall be honored and respected.
- Employees shall treat each other and the public with the utmost courtesy and respect and refrain from making any derogatory or demeaning remarks concerning one another.
- Employees shall avoid conduct and speech which unjustly or maliciously criticizes citizens, City Commissioners, City departments, divisions, offices, officers, Employees, or the policies, programs, or actions of the City.
- Employees shall not ridicule or interfere with the reasonable supervision or proper discipline of Employees.

Conflicts of Interest

No employee shall have any conflict of interest financial or otherwise direct or indirect. Employees will not engage in any business transaction or professional activity or incur any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. All employees have an obligation to perform their duties within these guidelines and within the Florida Statutes. The purpose of these guidelines is to provide “*general*” direction so employees can seek further clarification on issues that may raise questions or on potential conflicts of interest.

All transactions with outside firms must be conducted within a framework established and controlled by City management. Business dealings with outside firms should not conflict with the proper discharge of an employee’s public duty or result in unusual gains for any of the parties to the transaction. Unusual gain refers to bribes, bonuses, unique fringe benefits, unusual price breaks, or other windfalls designed to ultimately benefit any parties to the transaction, either directly or indirectly. Promotional plans when could be interpreted to involve unusual gain to the employee or party of the employee that requires approval of the City Manager.

An actual or potential conflict of interest occurs when an employee can influence a decision that may result in personal gain for the employee or for a relative because of the City’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose

relationship with the employee is like that of persons who are related by blood or marriage.

Personal gain may result not only in cases when an employee or relative has significant ownership in a firm with which the City does business but may also result when an employee or relative receives any special consideration, kickback, bribe, or substantial gift because of any transaction or business dealings involving the City.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative to disclose this relationship to their Director and Human Resources as soon as possible.

Employees are prohibited from seeking business with or submitting bids to the City or having a material interest in any entity that seeks business with or submits bids to the City. The term "material interest" is defined in the Florida Statutes and is the same for this policy. No direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity, but indirect ownership does not include ownership by a spouse or a minor child. This Section is not to exclude City Employees from participating in open and fair bidding for City surplus property.

Contact Human Resources for more information or questions about conflicts of interest.

Outside Employment

City employment is to be considered the employee's primary job. Employees must request and receive approval from their Department Director and City Manager, prior to engaging in any outside employment. Under no circumstances may employees conduct any outside employment during their working time or conduct outside employment using City supplies or equipment. Conduct with outside employment while on PTO is authorized. Military service shall not be treated as outside employment for purposes of this policy.

Employees may hold outside jobs in compliance with the Florida Statutes if the employee meets the performance standards of their job with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines outside work interferes with performance or the ability to meet the requirements of their City position, employees may be asked to terminate the outside employment to remain employed with the City.

Any employee seeking to be employed by a person or entity who does business with the City shall notify their department director of the application within five days of making the application for employment. The term "application" means a verbal or written communication whereby an Employee holds themselves out as available for employment or for a contractual relationship for remuneration.

Any outside employment that may constitute a conflict of interest, as described in the Florida Statutes, is prohibited. Employees may not receive any income or material gain from external sources

for materials produced or services rendered while performing their City duties.

Access to Personnel Files

Human Resources maintains the personnel files of all employees. The personnel file includes information such as the application for employment, resume, records of training, documentation of performance evaluations, salary increases, and other employment related records.

Personnel files are the property of the City, and access to the information they contain is generally available on a limited basis. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. In accordance with the Florida Statutes, a member of the public may also review a personnel file by making a public records request. In such cases, certain information is restricted, and the review is conducted under the supervision of the appropriate and authorized staff. Examples of restricted information are health and medical records, test results, and the addresses of certain family members' contact information and schools or equipment. Only certain persons qualify for public records exemptions, and they must have the correct form on file.

If employees wish to review their own file, they should contact Human Resources. With reasonable advance notice, employees may review their own personnel file in the presence of an individual appointed by the City to maintain the files.

If an employee qualifies for public records exemption, per Florida Statute 119, it is the employee's responsibility to notify the City on the designated State form.

Personnel Data Changes

It is the responsibility of each employee to keep the City informed of current information and to notify the City of any changes in personnel data promptly.

Personal mailing and home addresses, telephone numbers, dependents, emergency contacts, educational accomplishments, and other administrative information should always be accurate and current.

If any personnel data has changed, notify Human Resources within ten (10) days of the change. Supervisors who become aware of any changes to the personal information of their employees should encourage employees to report the changes to Human Resources.

Employees can request updates to their information through the ESS system or by visiting the HR office to fill out the appropriate form. Some changes may be made via e-mail, such as phone numbers or addresses. Banking changes require an Employee to meet with Human Resources and fill out a form. Human Resources will update the personnel file and all other applicable databases

within their records, including benefit providers.

Hiring of Relatives / Romantic Relationships

The employment of family members and relatives is an issue that raises concerns in many organizations. The practice of employing family members may raise concerns of favoritism and conflict, which can adversely affect employee morale. As such, the City will hire relatives of current employees to regular full-time positions only in situations in which the search for other qualified candidates has been exhausted and so long as no direct or indirect supervisory relationship will exist between the candidate and their relative and the employment is not prohibited by Florida Statutes. For purposes of this policy, a relative is any person who is related by blood, legal action, or marriage or whose relationship with the employee is like that of persons who are related by blood or marriage.

Relatives of current employees may not occupy a position where they will be working directly or indirectly for or supervising their relatives.

The City recognizes that work relationships may occasionally develop into other personal relationships. If a romantic relationship or dating relationship is established after being employed with the City between employees who are in a supervisor-subordinate situation, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management.

Individuals involved in a dating relationship may also pose issues for the City. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual “romantic” or sexual relationship. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. Individuals involved in a dating relationship with another employee may not occupy a position working directly for or supervising the employee with whom they are involved in a dating relationship.

The City reserves the right to act if an actual or potential conflict of interest arises involving relatives or individuals involved in a romantic relationship. Employees in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority who could affect City financial matters or the review of employment decisions on either employee will be given the opportunity to decide who is to be transferred to another available position. If a decision is not made within 30 calendar days, the City Manager will decide who is to be transferred or, if necessary, terminated from employment. In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Employees in close personal relationships should refrain from public displays of affection or excessive personal conversation in the workplace.

Compensation

The City is committed to providing a total compensation package which includes market-rate-based wages and competitive employee benefits. Wage and salary administration is designed to achieve consistent pay practices, comply with federal and state laws, and comply with Equal Employment Opportunity requirements.

Because recruiting and retaining talented employees is critical to our success, the City is committed to paying its employees equitable wages reflecting the requirements and responsibilities of each position. It is a goal of the compensation program to provide a comparable compensation package offered by other governmental units of similar size, resources, and duties.

Wage and salary administration also balance the goal of maintaining a competent and highly motivated workforce with the City's ability to meet both short-term and long-term financial goals, while recognizing the funds for wages and benefits are generated from taxes and other fees. The City may not always be able to compete in certain situations with private sector employers, larger governmental entities, or those in other geographical areas. Employees need to recognize and be aware the small population of Bunnell is providing the funding for all City operations.

In general, compensation for each position is determined by several factors, including the essential duties and responsibilities of the job, internal equity within the City's wage structure, and survey data on pay practices and benefits provided by other employers. The City periodically reviews its salary administration program and restructures it as necessary as possible.

The City complies with the salary basis requirements of the Florida Statutes and does not make improper deductions from the salaries of employees. Employees who believe an improper deduction from their salary has been made should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated, and if it is determined that an improper deduction has been made, the employee will be promptly reimbursed.

Employees starting base pay for their position will be determined by the Department Director and approved by the City Manager after a review of the department budget. The Department Director can determine base pay by referencing the years of experience, education, military experience (if applicable to the position), and the department budget.

Annual COLA

Beginning October 1st, 2023, and on each October 1st thereafter, salary ranges, as well as the base pay of employees, may be adjusted upward using the Consumer Price Index (CPI-U), US City Average, promulgated by the U.S. Department of Labor, Bureau of Labor Statistics, using the annual average for "all items" most recently promulgated prior to June 1st of the current year or two-point-five percent (2.5%), whichever is less. In years where the CPI-U is less than or equal to one percent (1.0%) but greater than zero percent (0.0%), salary ranges, as well as the base pay of employees, shall be adjusted upward by one percent (1.0%). In years where the CPI-U is at or below zero percent

(0.0%), there will be no such adjustments made to salary ranges or the base pay of employees.

Workers Compensation Insurance

The City provides a comprehensive worker's compensation insurance program in accordance with state law at no cost to employees. This program covers any accidental compensable injury or illness arising out of a work-related injury experience from work performed in the scope of the position job description and during the scheduled work shift, which may require medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is essential that the injury be reported immediately and documented. The City and its worker's compensation insurance carrier reserve the right to deny coverage for worker's compensation benefits if the injury is not reported promptly. Incident reporting will be reported on the City form or other written statements as needed.

Neither the City nor its insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Human Resources is the designated point of contact for the City with the City's workers comp provider.

Workplace Mishaps, Accidents, and Injuries

In the case of accidents resulting in injury, regardless of how insignificant the injury may appear, employees must immediately notify their immediate supervisor, who will, in turn, notify the Director and Human Resources. Such reports are necessary to comply with laws and initiate insurance and worker's compensation reporting procedures.

All workplace injuries resulting in medical treatment or medical evaluation of the injured employee also require the employee (s) involved to submit to a drug screening and an alcohol screening.

If an employee other than the injured employee caused the mishap or injury, the "at fault" employee (s) must also submit to the drug screening and an alcohol screening.

Any incident involving damage to City equipment, vehicles, or property or to the property of others is to be immediately reported to their supervisor and Director. The supervisor is responsible for immediately submitting an Incident Report to Human Resources. Any employee whose negligence resulted in estimated damage over \$100.00 must submit to a drug screening. In situations involving questions of whether negligence occurred, Human Resources will make the final determination on the

need to submit to a drug screening.

Employees involved in an at-fault mishap, accident, or injury may receive a Letter of Caution in their Personnel File. If employees are injured and/or refuse a drug screening, they may forfeit eligibility for medical, indemnity benefits, and could be subject to disciplinary action up to and including termination.

Worker's Compensation Reporting:

All Employees injured on the job or while performing their official City duties are responsible for immediately advising their supervisor. If the employee is not able to complete the First Report of Injury, the employee's supervisor or witness must complete the form. Failure of the Employee to report an injury may result in their ineligibility for Workers' Compensation benefits.

All deaths during work hours must be reported immediately to the City Manager, Department Director, and Human Resources. Human Resources will determine additional reporting.

The employee's supervisor must advise the Director and Human Resources as soon as possible following the injury, but within 2 days of the injury. The reporting paperwork must be turned in to Human Resources. Human Resources will submit a referral for any medical evaluations. The authorized physician treating the employee will report work status (return to full duty, light duty, restrictions, etc.) to Human Resources. Human Resources will share appropriate information with the Director without violating HIPPA. Based on this information, the supervisor should determine if restrictions can be accommodated or if leave is necessary.

Beginning with the date the employee is absent due to a work-related injury, the employee will receive the following:

- An employee who sustains a service-connected injury, compensable under the Worker's Compensation Law, may be carried in full pay status for a period of up to seven (7) calendar days or one work week. If the employee chooses to be compensated during this period, the time will be deducted from PTO Leave or Compensation Leave balances.
- If an employee receives Worker's Compensation benefits for this period of leave with pay, they shall reimburse the City the amount of the benefits received; the City, in turn, will reimburse the employee's respective leave accounts. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses or lump sum scheduled payments or disability losses.
- Employees receiving workers' compensation salary indemnification payments are not eligible to receive holiday pay or accrue PTO or compensatory leave.

If the employee is unable to resume work at the end of the seven calendar (7) day period, the general

provisions, and benefits of The Family and Medical Leave Act or also known as FMLA shall apply, except as follows:

- They may use PTO or compensatory leave in an amount necessary to receive salary payment that will increase Worker's Compensation payments to the total net salary being received prior to the occurrence of the disability. In no case shall the employee's salary and Worker's Compensation benefits exceed the number of their regular salary payments.
- They shall revert to normal Worker's Compensation benefits. It is imperative that all injuries arising out of and in the course of employment be reported. Failure to report such injuries may result in loss of compensation.

Before returning to work, an employee must produce a physician's return to work authorization to **only** Human Resources. The release must state if employee is able to return to full-duty work and perform one hundred percent (100%) of the duties/tasks/jobs of the job description and the essential functions or list any restrictions or accommodations needed to return to work. If the physician releases the employee to light duty, Human Resources will notify the Director. If light duty is not available within their Department, Human Resources will reach out to other Directors to coordinate available light duty.

If light duty is not available, the employee's department Director will reach out to other departments Directors to see if they have available light duty options for an employee and notify Human Resources. If no light duty can be accommodated throughout the City's departments. Human Resources will report to Worker Compensations as lost time for the employee.

An Employee shall not perform outside employment while receiving workers' compensation benefits from the City.

If the employee is absent from work for more than twelve (12) weeks, the City Manager can determine the need to fill the employee's position. If the position needs to be filled, the employee may be terminated and placed on a preferential hiring list for a period not to exceed twelve (12) months. The decision of the City Manager shall be final and binding and not subject to appeal.

Work Schedules

Supervisors will advise employees of the times their schedules will typically begin and end. Schedules may change from time to time to meet the demands of providing City services. As such, there may be variations in the days of the week scheduled, start times, and end times, as well as variations in the total hours to be scheduled each day or each week.

The City offers flexible Work Schedules to include four(4) ten(10) hour shifts or five (5) eight (8) hour shifts, or other ways to have a 40-hour work week at the discretion of the Director.

The standard week for all employees shall be forty (40) hours per week (Sunday to Saturday). Pay periods are two (2) weeks.

All time to be taken for meals is not to be included in the total hours worked for the work week and is not intended as a means for employees to make up time for reporting to work late or leaving early.

There are no provisions for breaks or rest periods for any employee during their regular workday other than designated mealtimes. Breaks and rest periods may be given at the discretion of the employee's supervisor or their designee. Breaks should not interfere with the crew/department to meet operational goals. Breaks and rest periods shall not be longer than fifteen (15) minutes; however, the frequency and duration of breaks and rest periods are dependent upon the judgment of the supervisor with the concurrence of the Department Director. Employees will be allowed to leave their assigned work area for breaks. Shopping trips for personal gain during work time is not permitted; this does not mean an employee cannot run quick errands on lunch breaks.

Employees are required to be present at their assigned work location for the total designated hours in their prescribed workweek unless their absence is authorized and documented by an approved request. All absences shall be properly recorded and charged to the employee's leave record. The official leave record will be on file with the Finance Department.

Non-exempt(hourly employees) shall not perform any work prior to their normal work hours, during their meal break, or after their normal work hours unless specifically authorized by management.

Hours of Duty: Employees of the City shall have, as scheduled, regular hours assigned to them for active work each day, and when not on duty, they shall be considered "OFF DUTY." Employees shall always be subject to being called to duty as needed; they shall be subject to orders from competent authorities and emergency calls from citizens. The fact that they may be technically OFF DUTY shall not relieve them from the responsibility of taking the required proper action on any severe City matter coming to their attention at any time.

Days Off: Employees of the City are entitled to approved days off. Days off may be scheduled by a respective Supervisor as approved by the Department Director or may be requested by the employee. All leave days require Director approval.

Meal Period: All full-time employees of the City who are on duty may be permitted to suspend work for the purpose of having one meal break during their shift. Employees who work eight and one-half hours each day shall receive a thirty-minute (unpaid) mealtime, and those who work ten hours each day shall receive a one-hour unpaid mealtime. Meal Breaks will be scheduled within 2 hours of the middle of the working day, whenever possible. Skipping lunch to leave early or arrive late is not permitted.

On Call

Certain employees are subject to being On-Call.

An emergency call-back is defined as an unscheduled request made by an appropriate management official for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of their regular shift and before the beginning of the next regularly scheduled shift.

An on-call employee who is called back to work outside their regular work schedule should be paid for the actual time worked or a minimum of two hours, whichever is greater. Department directors will establish reasonable maximum response times (between 15 and 60 minutes) for their departments.

The time worked while on call will be calculated at the employee's regular rate of pay. Each employee on call will receive 4 hours' regular on-call pay regardless of being called back or not. Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle, not including Holidays or on-call hours.

Employees who are on call must adhere to all the City's policies, including substance abuse and testing. Any variance from such policies may result in disciplinary action, up to and including termination.

Employees who must unexpectedly take off from work during their on-call week must notify the Director of changes to on-call.

Off-Duty Police Officers - Subject to Service Call: Refer to Union Contract.

Overtime

The City's standard workweek is a period of 7 consecutive days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to work overtime assignments. All overtime work must receive the supervisor's prior authorization. From time to time, depending on operational needs or special situations, overtime may be mandated by management.

Overtime compensation is paid to all hourly non-exempt employees in accordance with Florida Statutes. Overtime pay is based on actual hours worked. Time off for any leave of absence and Holiday pay will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

Any employee falsifying timesheets or any supervisor intentionally approving falsified overtime hours or timesheets shall be subject to dismissal.

Non-exempt (hourly employees) performing compensable overtime work shall be paid time and one-half at their regular hourly rate of pay or can elect to be given compensatory time off at the rate of time and one-half for such hours. This overtime rate shall be all-inclusive, and additional overtime pay shall not be paid to those employees working a holiday.

The maximum accumulation of compensatory time hours is sixty (60) hours. If an employee takes compensatory time off, the hours in their bank shall be appropriately reduced by such time off.

Overtime will be distributed as equally as practical to the best ability of the supervisor in charge among the employees within a division of the City. The provision of this Section does not restrict the City's right to mandate employees to work overtime. If this method results in an obviously inequitable distribution of overtime, the City Manager or designee will work out a method of correcting such inequity.

Employees in classifications exempt from overtime payment (Department Heads, the City Clerk, the Police Chief, salary personnel, and ALL part-time employees) are expected to work whatever reasonable hours are necessary without exceeding any labor law regulations to complete assignments and successfully execute the duties and responsibilities of the position.

The City Manager has the authority to grant temporary hourly pay or a pay raise to exempt (salaried) employees for time worked over 40 hours and up to 60 hours per week for additional duties, additional responsibilities, and/or City projects on a case-by-case basis.

In the event of a declared federal, state, or local emergency, exempt employees are entitled to overtime pay for all hours worked over 40 hours in a given work week.

Holidays

All permanent Employees are entitled to holiday pay for recognized City holidays. Part-time Employees are entitled to holiday pay if the day falls on their regular workday. Holiday pay shall be at the employee's regular rate of pay.

Employees on an unpaid leave of absence or administrative leave are not eligible to receive holiday pay.

A Holiday that occurs on a Saturday or Sunday will be observed on the preceding Friday or the following Monday or as announced on the published Holiday Schedule sent out by the City.

To be eligible for holiday pay, the employee must work both their scheduled workday before and after the designated Holiday unless the absence is due to a previously approved scheduled day off.

The City recognizes that some Employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the City's holiday schedule. Accordingly, Employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the City's business and if prior approval has been obtained from the employee's supervisor. Employees may use accumulated days of paid time or compensated time off on such occasions, or they may take such time off as an unpaid, excused absence.

The City reserves the right to schedule work on an observed holiday. Non-exempt Employees who work on an observed holiday will be paid regular pay for the hours worked plus a day of Holiday pay.

If the Holiday falls on a day the employee is not usually scheduled to work due to a pre-approved flex schedule, the workday before or after the set day will be considered their Holiday, and time off will be granted. Department Directors/Supervisors will coordinate appropriately to incorporate the needs of the City and the employee's Holidays.

The City recognizes the following Holidays:

New Years Day	January 1st
Martin Luther King's Jr. Birthday	3 rd Monday of January
Good Friday	As Designated
Memorial Day	Last Monday in May
Employee Appreciation Day	May 15th
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day(2 days)	Fourth Thursday and Friday in November
Christmas Day(2 days)	December 25 th and additional Day as determined by City Manager

Attendance and Punctuality

To maintain a productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work, or employees are unable to work as scheduled, employees should notify their supervisor, in accordance with this policy or as soon as possible.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

It is the employee's responsibility to notify their immediate supervisor as far in advance as possible whenever they are unable to report to work, know they will be late, or must leave early. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. Supervisors will ensure to notify Department Directors of absences, tardies, or any other issue with attendance and adherence to work schedules in a timely manner.

Failure to notify the immediate supervisor properly of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.

In the event of illness or emergency, the employee must notify the Department Director or supervisor no later than one (1) hour, or one-half ($\frac{1}{2}$) hour for extreme cases, in advance of their scheduled reporting time and explain the need for unscheduled time off. The employee must speak with their Department Director or supervisor to report this unscheduled absence. Leaving a message does not meet the intent of this policy. In the event of illness or emergency preventing the employee from reporting to work for periods exceeding one (1) day, the employee must contact the Department Director or supervisor each subsequent day no later than one (1) hour in advance of their scheduled reporting time. Those employees who do not adhere to these guidelines or who are directed to report for work and fail to do so may not be paid and may be subject to disciplinary action by the City.

Absence of three (3) consecutive days or more requires a doctor's written certification to return to work.

Employees who fail to report to work or call in for three (3) consecutive workdays shall be considered to have voluntarily resigned without notice.

Regardless of the reason, should an employee's unscheduled absences occur with such frequency to adversely affect department operations and prevent the employee from meeting their employment obligation of regular and reasonable attendance, the City may take corrective action up to and including termination of employment.

When appropriate, the supervisor or Director may counsel an Employee on the importance of good attendance and warn that excessive tardiness or absences, regardless of the cause, will lead to disciplinary action, up to and including termination.

Repetitive callouts of three (3) days or more within a 30-day period may be subject to verification by Human Resources of the missed work from a credible source or be subject to disciplinary action up to and including termination.

Paid Time Off and Other Absences

The City will maintain a Paid Time Off (PTO) Program for the purpose of providing employees with the opportunity to take time away from work without loss of compensation.

The PTO Program is an inclusive time off program intended for use in connection with vacations, short-term illnesses, personal business, family care, and other needs that may require time off from work. Eligible employees accrue PTO hours each pay period based on their job classification and years of service in accordance with an accrual schedule outlined herein below (PTO Accrual Table)

PTO Accrual Rate

PTO Table

Years of Service	Full Time (Hourly) Non-Exempt Employees	Full Time Exempt Employees (Non-Directors)
0 – 1yr 11mo	13 Working Days	20 Working Days
2 – 4yr 11mo	18 Working Days	25 Working Days
5 – 9yr 11mo	23 Working Days	30 Working Days
10+	28 Working Days	35 Working Days
Directors will accrue 36 days per year. Plus Accrual of half day for each year of service up to 42 days per year.		
Carryover Max is 480 hours per year for all employees.		

Employees will earn PTO for scheduled hours when absent from work in connection with holidays, paid leave of absence, bereavement leave, and jury duty. Employees will not earn PTO for scheduled hours when absent from work for paid or unpaid administrative (disciplinary) leave; extended unpaid leaves of absence; salary continuation for short-term disability; worker’s compensation leave; FMLA or long-term disability leave.

Part-time and temporary Employees are not Eligible for PTO accrual.

PTO will begin accruing from the employees start date.

PTO Scheduling Procedures

To the extent possible, PTO is to be requested and approved by the Department Director or designee in advance. The amount of advance notice required may vary by department depending on operational and employee needs.

Department Directors are responsible for scheduling PTO in a manner that balances the operational and service needs of the department with the time off preferences of the employee. The Department Director or designee reserves the right to deny PTO requests that may have an adverse effect on operations or cancel previously approved PTO requests if unexpected circumstances arise that require the employee's attendance at work. The more notice provided, the better it is to ensure adequate staffing for the day.

Holidays occurring during a scheduled PTO leave will be paid as holiday pay and not charged to PTO leave.

PTO is only available for use once earned; PTO earned in a current pay period cannot be used in that pay period.

PTO Tracking

The City's Finance Department will maintain a PTO account for each eligible employee and track the beginning balance, current balance, accruals, and usage. PTO does not include compensatory, administrative time, or incentive leave. Compensatory time balances must be exhausted before the use of PTO time.

PTO Reporting

All employees are required to report PTO hours taken during each biweekly pay period by recording the PTO hours by submitting all leave requests through ESS. PTO hours taken will be charged against the employee's PTO account at the conclusion of the biweekly pay period during which it was taken.

PTO & On Call

Employees who must unexpectedly take off from work during their on-call week will be required to use PTO to cover the time taken off work. Employees can resume their on-call requirements, and PTO will be charged for only the time off. On-call pay will not be used to calculate overtime eligibility, nor will it be used to gain compensation above the regular work period hours (i.e., 40 hours a week).

PTO Probationary Period

Newly hired employees accrue leave hours beginning the first day of employment. Leave may be taken during the probationary period with the approval of the City Manager and must be approved by the Director prior to time being taken. At the employee's end of the first 90 days of their probation, PTO can be approved as directed in this policy.

Excused Absence Without Pay in Lieu of PTO.

Employees carrying PTO balances may not opt to take excused leave without pay in lieu of PTO in order to save accrued PTO time. Employees with insufficient PTO balances to cover requested periods of time off may be granted excused time off without pay at the approval of the City Manager.

PTO Usage During Worker's Compensation Leave

Employees may use PTO during their absence from work due to a work-related injury to cover the difference in worker's compensation. This is not to exceed 40-hour work weeks pay.

PTO Account Balance and Carry Forward Limits

A limit of 480 hours will be imposed on the amount of PTO that can carry forward from one fiscal year to the next. At the end of each fiscal year, unused account balances up to the employee's annual carried forward, rate shall be carried forward.

Employees whose PTO current account balances exceed the carry forward limit of 480 hours at the end of the fiscal year will forfeit all hours over this limit. Therefore, all employees should take care to ensure PTO hours more than their carry forward limits are exhausted by the end of the fiscal year to avoid any forfeiture of PTO.

In the event of a city-declared state of emergency, employees who could not take leave or had to cancel leaves during the declaration may request all hours exceeding the carry forward limit to be paid out in September. The request must be submitted by September 1st or the first workday of September.

Employees with a PTO balance exceeding 480 hours may request payment of up to 80 hours each fiscal year. Such payment will be processed only if requested by the employee. This request must be presented in writing and approved by the City Manager by September 1st or the first workday of September. Payment will be made on the second pay period following said request and hours requested for payout will be deducted from the PTO balance.

Donation of Leave

Employees with a PTO balance exceeding one hundred and eighty (180) hours may donate PTO time to another employee. Donated leave is not to exceed 40 hours twice per fiscal year to the same employee. Employees receiving donated leave cannot have more than 80 hours themselves or more than the employee donating.

Employees may opt to donate leave to others in lieu of PTO payout when leaving employment for Resigning or Retiring on favorable terms with the City.

Employees cannot donate leave to others when leaving employment on unfavorable terms (Termination, Resigning in lieu of Termination, Forced Retirement) with the City.

Additional Leave

Bereavement: Employees may, upon request, be granted up to **five (5) days** of paid bereavement leave per incidence due to death in their immediate family or household. Such a request must be approved by the City Manager or designee. Immediate family shall mean Father, Mother, Brother, Sister, Spouse, Domestic Partner, Son, Daughter, Daughter-in-Law, Son-in-Law, Father-in-Law, Mother-in-Law, Stepfather, Stepmother, Stepson Stepdaughter, Stepbrother, Stepsister, Grandfather, Grandmother, Grandchild, Foster child or Guardian, Brother-in-Law, Sister-in-Law, **(three (3) days for Aunt, Uncle, extended family, or household member of those relationships)**. Household member shall mean any person, whether related by blood or not, who shares the same residential address as the employee. A relative is any person who is related or whose relationship with the employee is like that of persons who are related.

Jury Duty: When an employee is required to serve jury duty, the employee will be granted the time off with pay. All employees who are required to serve jury duty shall notify their supervisor or department supervisor within twenty-four (24) hours of receiving such notice or no later than the beginning of the next work shift. When the employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify their supervisor of any availability to return to work. Pay for jury duty will be at the employee's regular pay, less any jury duty pays. When employees receive a check for serving jury duty, the check is to be endorsed by the employee and turned in to the Finance Director for processing. Finance will deposit the check and post a credit to the appropriate salary line item.

Witness Duty: Any employee who, during their regular work shift, must attend any legal proceedings involving the City or is subpoenaed to any court proceeding involving the City shall be paid as if engaged in the employee's regular work.

Other Paid Leave: Employees may be placed on other paid leave when it is in the best interest of the City or when the employee must be removed from the work site but with no suspension of compensation. Such circumstances may include (1) pending the conclusion of an investigation of an alleged violation of City policy and (2) protect employee against harassment (3) removing the

employee from a work location following notice of separation. The City Manager shall be notified prior to an employee being placed on Other Paid Leave.

Voting: All employees should be able to vote either before or after regularly assigned work hours; however, when this is not possible due to work schedules, Directors are authorized to grant a reasonable period of time, up to one and a half (1½) hours, during the workday to vote. The employee needs to arrange this time in advance with their Department Director.

Merit Day: The Department Director may request approval from the City Manager to recognize an employee and reward them for exceptional work or for other specific reasons. This recognition would involve a memo to the employee's file, a formal certificate signed by the Department Director and City Manager, and a formal recognition of 1 paid day off. This recognition would be solely at the approval of the City Manager, and the use of said recognition shall not be abused.

Injury-Free Incentive Leave: Every October 1st, personnel who have been employed by the City for at least 12 months and have been accident-free or had no compensable insurance claims in the last fiscal year are eligible for eight (8) hours of incentive leave. Incentive leave will expire the following September 30th if not used. There will be no payout of incentive leave balances upon separation of employment.

Military Leave: All full-time Employees of the City who are officers or enlisted personnel in the National Guard or a Reserve component of the Armed Forces of the United States may, subject to certain conditions shall, be granted leave of absence from their respective duties to perform active military service (as defined in the Florida Statutes). The customarily scheduled workdays within the first thirty (30) day period of any such leave of absence shall be with full pay, and thereafter, the City may supplement the difference between an Employee's military compensation (excluding travel expenses) and their regular rate of City pay, to include incentives and benefits for up to one (1) year (provided the amount of military compensation does not exceed their regular City pay).

- Employees are eligible for paid military leave any time following the start date.
- A copy of the employee's official orders should be submitted as much in advance of the leave as possible.
- Absences exceeding the respective caps may, upon request of the employee and approval of the City Manager, be charged to paid leave or leave without pay.
- Accrued leaves with pay not paid out shall be retained by the employee and credited to the employee's record upon application for reinstatement to employment.
- Upon return from military leave without pay and request for reinstatement to employment, the employee will be assured of the position formerly held or a comparable position in City service with no reduction in pay.
- The employee must request reinstatement to employment within 30 calendar days following

separation from military service.

- The City may require the employee to submit to a medical examination to determine the employee's fitness to perform the duties of the position to which they may be returning.
- An Employee volunteering for an additional tour of duty will forfeit reinstatement rights.

Family Medical Leave Act (FMLA): It is the policy to grant eligible Employees up to 12 weeks of Family and Medical Leave in a twelve (12) month period, in accordance with the Family and Medical Leave Act of 1993 (FMLA).

The twelve-month work period shall be measured forward from the date any employee's FMLA leave begins. An employee would be entitled to 12 weeks of leave during the year beginning on the first date FMLA leave is taken; the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

Employees are eligible for Family and Medical Leave if employed by the City for at least one year and have worked at least 1,250 hours during the one-year period immediately preceding the date the leave will begin. The City also offers this leave to Employees who have worked at least 1,040 hours (20 hours per week or part-time) during the preceding year.

Leave may be granted for any of the following reasons:

- To care for the employee's child after birth or placement from adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
or
- For a serious health condition or recovery of surgery that makes the employee unable to perform the employee's job.

The employee must provide written notice at least 30 days in advance when the leave is foreseeable. For unforeseeable emergencies and surgeries, this requirement will be waived.

Medical certification will be required to support a request for leave due to a severe health condition. A second opinion (at the City's expense) may also be required/requested.

The employee's health insurance coverage under the group health plan will be maintained during the FMLA period.

Upon return from FMLA, the employee will be restored to the original or equivalent position with equivalent pay and benefits.

If the employee requesting leave desires to continue their health insurance coverage (including

dependent or dental) and benefits, the City will pay the cost of the employee's premium, and the employee requesting leave will be responsible for any dependent premium coverage under a system voluntarily agreed upon by the employer and employee.

Leave taken under this Act is not a COBRA qualifying event.

Any employee who does not return after a twelve (12) week FMLA period is entitled to elect coverage under COBRA.

If the employee fails to return to the job after the leave has expired, the City may recover health insurance premiums paid on behalf of the worker during unpaid leave unless the failure is attributable to the continuation of the medical condition or "other circumstances beyond the employee's control."

An employee should notify Human Resources of intent to return to work at least two weeks prior to the anticipated date of the return or of any medically necessary changes in the date of return. If the leave was due to the employee's serious health condition, the City requires a "fitness for duty" certification from their healthcare provider to verify their ability to return to work with or without restrictions. Employees may also be required to submit to a medical examination before returning to work. If employees return to work on or before the expiration of available FMLA leave, employees will normally be returned to their former position or an equivalent job. If, however, employees do not return prior to the expiration of FMLA leave, there is no guarantee of reinstatement. If employees are medically released to return to work and fail to either report to work or call in with a satisfactory explanation, the City will treat this as a voluntary resignation.

Parental Leave

The purpose of this is to give parents the opportunity to stay home with their newborns and have time to welcome them and adjust. There are two designated conditions of Parental Leave (PL), Primary and Maternity, in which the amount of paid time off is extended. A supervisor may not disapprove PL; the disapproval authority is City Manager or designee. This applies to all full time and part time, non-probationary employees who meets the hours and service eligibility requirements established under the federal Family Medical Leave Act (FMLA) which requires the employee to work for the City for at least 12 months and work at least 1,250 hours during the 12-month period immediately preceding the leave. Eligible employees are referred to as "covered employees". This is a one increment of paid time off for covered employees.

This is a 2-week period of non-chargeable paid time off granted to the covered employee(s) for the care of a child.

Leave will not begin until the first full day after the date a covered employee is discharged or released from the hospital (or similar facility) where the birth took place.

May be taken consecutively with approved chargeable paid time off upon Director's approval, and City requirements.

PL may not be transferred to create any kind of shared benefit.

PL will be forfeited if unused at separation from employment. Example – if resigned during one week of PL, the second week will not be reimbursed. PL will not be taken in lieu of resignation.

If the covered employee decides to return to work before PL is completed. They forfeit the rest of their PL and will not be credited the rest of the days.

The parent(s) in the case of a qualifying birth event or adoption. In some cases, the covered employee, including an unmarried non-birthparent with proof of parentage, may be designated as the primary caregiver. Such cases may include, but are not limited to, situations where the covered employee is the birth parent.

In the case of dual city employees, each will be granted the PL. PL is not transferable between employees.

In the case of a member who has a qualifying birth event of a child(ren) born outside a marriage, the member's parentage of the child(ren) must be established with Human Resources. Proof of parentage may include, but is not limited to, being listed (with consent) as a parent on the child(ren)'s Birth certificate or other government-issued document and written acknowledgment of an obligation to support the child, either by voluntary agreement or court order. A birthparent is not required to establish proof of parentage.

Under normal circumstances, PL requests should occur at least 60 days before the anticipated due date (in the case of a qualifying birth event) or anticipated date of a qualifying adoption. The submission of request will have proof of projected birth event date. Supervisors will be flexible with PL request in case of events that causes qualifying birthing/events that are earlier than plan or later than planned.

Maternity: An additional 1-week period for covered employees immediately following childbirth. Maternity leave is paid time off taking before PL. It will begin on the first full day after the date of discharge or release from a hospital (or similar facility) following childbirth.

Maternity leave is limited to a covered employees birthparent after a qualifying birth event. I.E. When a baby is stillborn, or the covered employee suffers a miscarriage, Maternity leave, Bereavement, may be granted.

Non-Birthparent is eligible for Maternity leave if birthparent suffers from difficult emergency-based birthing, where recovery and help is needed prescribed by a doctor's note, or death of birthparent at birthing. FMLA, and Bereavement, may be granted as well.

PL as it Relates to Surrogacy: A covered employee whose spouse serves as a surrogate and gives birth is not entitled to PL. When a covered employee uses a surrogate and the employee (or couple) becomes the legal parent(s) or guardian(s) of the child, the event will be treated as an adoption. The employee(s) will be entitled to either primary or secondary caregiver leave in accordance with this

guidance.

Domestic Violence Leave

Employees may request to take up to 3 working days of unpaid leave in any 12-month period if the employee or their immediate family or household member is the victim of domestic violence or sexual violence. Employees may opt for PTO in lieu of unpaid leave.

Leave under this policy can be used only to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the Act of domestic violence or sexual violence.
- Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center because of the Act of domestic violence or sexual violence.
- Make their home secure from the perpetrator of the domestic violence or sexual violence or seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the Act of domestic violence or sexual violence or attend and prepare for court-related proceedings arising from the Act of domestic violence or sexual violence.

Except in cases of imminent danger to their health or safety, or to the health or safety of their family or household member, employees must provide to their supervisor appropriate advance notice of the leave along with sufficient documentation of the Act of domestic violence or sexual violence.

The City will keep information relating to their leave under this policy confidential and exempt from disclosure to the extent authorized by applicable law.

Leave Without Pay: It is the policy to grant an employee's leave without pay under the following circumstances:

- Any absence or part of an absence under the Family and Medical Leave Act when the employee has exhausted all paid leaves.
- Temporary disability, including disability under Workers' Compensation, of the employee where

such absence or part of such absence is not covered by the Family and Medical Leave Act.

- Educational leave for the purpose of furthering the employee's education if it is the department's determination that such education shall be of foreseeable benefit to the City.
- Upon approval of the City Manager, leave without pay not to exceed twelve (12) weeks may be granted to permanent full- and part-time Employees who have satisfactorily completed six (6) months of continuous acceptable service.

The Department Director should notify the City Manager as soon as it is known that a leave without pay situation exists or is pending.

The employee must submit to the City Manager a written request for the leave indicating the reason for the request and the total anticipated period away from work.

Employees must exhaust all paid leaves before being placed on leave without pay.

All leave without pay (except military leave) for more than 30 days shall be deducted from the employee's continuous service, thereby adjusting the employee's performance evaluation/review date(s).

Employees on leave without pay will neither accrue paid leave benefits nor receive holiday pay.

While on leave without pay, an Employee may be eligible to make monthly premium payments to maintain group health insurance benefits for self or dependents as provided by the Federal COBRA (Consolidated Omnibus Budget Reconciliation Act) regulations. Should an Employee elect not to maintain insurance benefits, the employee and dependents will not be eligible for group insurance benefits beyond the end of the calendar month in which the employee reaches 14 calendar days of absence without pay.

Employees on leave without pay may not be permitted to obtain, accept, or work at outside employment, other than military service, during the approved leave without pay period without prior written authorization from the City Manager.

Should an Employee's position be held during a leave without pay and the employee not return to work at the end of the approved leave period nor request an extension of the leave period prior to its expiration, the employee will be considered as having voluntarily resigned.

Separation from The City

Employees may not use PTO time in lieu of notice of resignation. The last day worked will be considered the date of separation from the City. In the event the required notice is not provided, the employee will not be eligible for payout of PTO.

Upon separation of employment, full-time non-probationary employees shall receive payment of 50% of all unused accrued PTO time. In cases where the employee has been terminated for cause, they are not eligible for PTO Payout. Employees shall provide the required notice to be eligible for PTO Payout..

Retiring employees will receive a payout of 100% accrued PTO. Retiring Employees cannot use accrued PTO on the last week of employment in order to conduct necessary training of new employees or other necessary duties.

For death while on duty, an employee's designated beneficiary may request a payout of all accrued PTO.

If an employee leaves the service of the City any balance in their compensatory leave bank, shall be paid out based on the employee's regular rate of pay. The rate of pay shall not be less than the higher of the employee's final regular area of pay or the average regular rate of pay during the last three (3) years of employment.

An employee's rehire status will be designated at the time of separation.

Resignation

A resignation is a voluntary act initiated by the employee to separate employment from the City. Written advance notice of resignation of at least 2 weeks is required, for all employees, except management. Management shall provide a four-week notice. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation. If employees do not provide advance notice as requested, employees may be considered ineligible for rehire. City Manager may accept notice of a short time frame on a case-by-case basis.

Exit Interviews

The City will generally schedule exit interviews at the time of employment separation. The exit interview will afford an opportunity to discuss such issues as repayment of any outstanding debts to the City (such as any educational assistance reimbursement) or the return of City-owned property. Suggestions, complaints, and questions can also be voiced in the exit interview.

Other types of Separation

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for ending the employment relationship are routine. Below are examples of

some of the other most common circumstances under which employment may be ended:

Separation- involuntary termination of employment by the City in lieu of termination.

Termination- termination of employment for cause or disciplinary reasons.

Layoff - involuntary separation of employment initiated by the City for non-disciplinary reasons.

Retirement- voluntary employment separation initiated by the employee who meets the age, length of service and other criteria for the employee to begin drawing retirement benefits.

Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City to keep an accurate record of time worked to calculate employee pay and benefits. Time worked is all the time spent on the job performing assigned duties.

Employees are responsible for accurately recording the time (hours and minutes) worked each day. Working “off-the-clock” is strictly prohibited; all time worked must be recorded. Also, employees must record any paid time off, other time off, or holiday pay using the appropriate codes. If overtime is reported, the appropriate manager or Director must always approve the overtime before it is performed. Unless expressly authorized by the Director, non-exempt (hourly) employees must not perform any work duties outside of the employee’s working hours, excluding on-call duties. This includes, but is not limited to, accessing email or voicemail during non-working hours or while on any authorized leave.

Their supervisor will review and approve time records before submitting them to the Finance Department. If corrections or modifications are made to the time record, both the employee and their supervisor must verify the accuracy of the changes.

Paydays

Payroll cycles begin on Sundays - each payroll cycle has a duration of 2 weeks, ending on the second Saturday. Earnings will reflect all work performed through the end of the previous payroll period. Employees will be paid every other Thursday. Pay will be distributed via direct deposit in the bank designated by the employee. A pay stub with an itemized statement of wages will be provided.

PTO Payout/Hardship Pay

Non probationary employees who find themselves in extreme financial hardship due to unforeseen hardship may request to redeem 40 Hours of PTO leave one time per 12-month period. The

employee must have a minimum eligible leave balance of 120 PTO hours to request a financial hardship payout. This request must be submitted via City form to Human Resources and be approved by the City Manager before submission to the Finance Department. Requests shall be in workweek increments only and will be paid to the employee on the next pay period following the request. The City Manager will meet individually with the employee to get a better understanding of the situation before approval is made.

Extreme financial hardship is identified using the IRS guidelines when an employee is forced to choose between meeting basic living expenses due to an unforeseen one-time expense and would not be compensated through reimbursement or compensation by insurance, or other type of policy. The City Manager has the authority to waive the minimum 120 PTO hours requirement.

Financial challenges faced by an Employee warrant discretion. The process for requesting hardship payouts should only involve the Employee, Human Resources, and the City Manager. This process is in place to safeguard against managers, supervisors or directors placing undue pressure on an employee including possible actions such as forcing extra work or duty hours, volunteering employees for additional projects not scheduled during their normal work schedule, etc. While an Employee has the option to confide in their Director, Directors are barred from compelling Employees to disclose such information or involving themselves in the request approval process. The City Manager is the final authority for approving all hardship requests.

Training and Development/ Tuition Reimbursement

The City provides training and development opportunities to all Employees. Course selection is determined and approved by the Director and the Employee who mutually identify development needs and core training requirements. Employees, unless instructed otherwise, are responsible for enrollment in In-House Training programs once approved and completing all assigned In-House training.

In-house training opportunities and attendance in approved or assigned training and development programs will be considered hours worked.

Seminars and Conferences outside of the City appropriate to the specific needs of the individual employee or job role may be approved for attendance depending on department budget constraints and department coverage. Employees approved to attend outside conferences must provide a record of training attendance or training certificates, participation, etc., in the employee's file. Employees are responsible for meeting the registration requirements of the outside programs.

License/Registration/Certification fees

Fees for initial licenses (over and above Florida driver's license), registrations and certifications, or renewal of same, which are required as part of the minimum qualifications to perform one's current job, are reimbursable at the City Manager's discretion and budgetary availability.

Employees seeking licenses (over and above Florida driver's licenses), registrations, or certifications that are directly related to their current position within City employment are reimbursable by the City.

If an exam is required during regular work hours, the time to take the exam will be counted as work hours. If the employee does not pass the exam and a subsequent test must be taken, the employee must submit a leave request form for paid time off. Any expenses incurred for the subsequent test will be the responsibility of the employee.

Non-exempt personnel who attend training programs to maintain certifications, which are required for a current job, in addition to regular work hours, will be compensated for all overtime hours in accordance with the Fair Labor Standards Act (FLSA).

Proof of enrollment or registration for licensure, registration, or certification shall be submitted to the Director and Human Resources. Documentation of successful licensure, registration, or certification, along with proof of payment, is required to be eligible for reimbursement. Reimbursement requests shall be submitted on the appropriate City form.

Police In-Service Training: Employees of the Police Department will be directed from time to time to attend training classes at the discretion of their commanding officer or the Chief of Police. Any pay or reimbursement shall be done in accordance with the current Union contract.

Tuition Reimbursement

The provision of this policy applies to all Departments and regular full-time employees and regular part-time employees working an average of at least 32 hours per week within the City unless covered by a Collective Bargaining Agreement. For employees covered by a Collective Bargaining Agreement (CBA), the CBA details whether they are eligible to participate in the tuition refund program. If the CBA does not provide a tuition refund benefit, employees are ineligible to participate or receive tuition reimbursement via this policy.

The City encourages all employees to seek educational opportunities to improve their potential for promotion and broaden their knowledge. The City has a program in place to pre-approve tuition reimbursement where the City will pay the tuition costs for courses leading to a degree or courses that are job-related. Reimbursement of pre-approved courses is subject to the availability of funds appropriated by the City Commission through budget approval and the expenditure of such funds as approved by the City Manager. The City reserves the option to cancel or suspend this policy as deemed necessary.

Note: Tuition is paid through the Department funds of the individual employee. Requests are made through City forms. If an employee plans to seek reimbursement through this program, they need to inform the Department Director during budget prep season.

For employees working toward an Associate's, Bachelor's, or Master's degree in a job-related field, the City agrees to reimburse the employee's paid expenses for tuition, lab fees, and books upon written proof of payment and a passing grade or a minimum grade of "C." reimbursement is limited up to \$2400 per fiscal year. No prepayment will be made to an individual or institution for the cost of tuition. All payments will be on a reimbursement basis. Reimbursements are subject to budgetary constraints.

All employees must pre-register with Human Resources regardless of where the courses are taken if the employee intends to apply for tuition reimbursement. The City maintains the option to refuse to pay for courses that are not directly related to a degree program related to job duties or courses that have excessively high costs.

If grades are not received within one month after the completion of the course, or the course is not passed with a grade of "C" or better or a passing grade on a pass/fail system, the City shall not be required to reimburse an employee for classes.

Reimbursement Guidelines

Employees are required to fill out the Tuition Reimbursement Form Part 1 and Part 2. Approval from the Department Director and City Manager at both stages of review is required before reimbursement can take place.

Obligations Tuition Reimbursement

All employees will incur an obligation of service to the City for each school term (semester or quarter) reimbursed or paid for by the City. This obligation will begin on the day after the school term is completed. In the event an employee covered by this agreement leaves the City's employment after receiving the tuition reimbursement under this article, the employee will be required to refund a prorated amount of the grant.

Such refund shall be based on the following sliding scale:

If the employee leaves employment within one year, the amount required for repayment is 100 percent.

If the employee leaves employment within two years, the amount required for repayment is 75 percent.

If the employee leaves employment within three years, the amount required for repayment is 50 percent.

If the employee leaves employment within four years, the amount required for repayment is 25 percent.

If the employee leaves employment within five years, the amount required for repayment is 0 percent.

Other Certification/Licensing Incentives

The City has a program in place that provides incentives to employees taking the initiative in furthering their careers within the City. This program incentivizes employees who receive additional Certifications and Licensing that are not required to be obtained with the position upon hiring but can help the City and the employee progress while employed. This is to reward employees for their initiative and extra service to the City.

Courses in which the Department Director/Supervisor provides an opportunity for an employee to obtain a Certification/Licensing for an additional duty/classification will receive a one to three percent hourly rate increase for the first course and any additional courses, a one percent increase upon being certified or licensed. This is limited to no more than a three percent increase in total, subject to change depending on the budget funding for each year.

For pay increase for completed courses to be provided, Department Directors will provide the following to Human Resources for City Managers' approval:

- Course description summary.
- A list of courses the employee has already attended/awarded.
- Memo explaining why the employee selected is best suited to attend the course over others. To document determining equal opportunities.

While attending the required course, the employee will be credited the work hours the employee would have earned on their regular schedule. The Department Director/Supervisor can recommend to the City Manager to lower the percentage to no more than one percent to match the workload the additional duty may add to everyday work life.

An employee furthering their education in their career field with the City on their own personal time will receive a one percent hourly rate increase upon being certified or licensed for each. This is limited to no more than a three percent increase in total, subject to change depending on the budget funding for each year.

Course not required but fundamentally help the City; Employees will provide the following to their Department Director to be submitted to Human Resources:

- Course description summary.

- Memorandum describing how this course benefits the City and their current position.
- A list of courses the employee has already attended.

Employees who achieve a college degree in their field while employed with the City will receive a two percent hourly rate increase.

A list of required courses will be posted in each department to promote this program. If multiple employees want to attend a course, the required paperwork from each employee will be submitted to their Director for a decision. Directors should consult Human Resources for an unbiased decision.

Certifications and Licensing must stay valid to continue receiving the pay increase. It is the employee's responsibility to ensure Certifications and Licensing stay valid. If they become invalid, Employees will lose this benefit effective the invalid date. If Certification and licensing are a requirement of the position and the employee does not ensure validity, they are subject to dismissal.

Employees who have achieved the above while employed before the program's effective date must provide documentation to Human Resources, and benefits will start upon submitted documents, budget requirements, and the Director's approval.

The City must abide by the Police Department's Collective Bargaining Agreement for certification reimbursement other than tuition.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or other unforeseen events can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. If such an emergency occurs during non-working hours, Department heads will contact employees via telephone "tree" (the Director calls the supervisor, and the supervisor calls the employee) to notify them of any temporary closures or facility changes.

When operations are officially closed due to emergency conditions, the City will consider each emergency's circumstances and decide how the time off will be handled - paid or unpaid.

Pay for Work During Emergencies or Disasters

The City will fairly compensate employees when any natural, technological, or human-caused emergency or disaster requires issuance of a Declaration of Local, State, or Federal State of Emergency.

Essential City personnel designated by the Department Director to work during emergencies will be compensated for time worked. Employees prevented from coming to work during disaster situations

where they are asked to stay home may be paid the entire workday at the discretion of the City Manager.

Only essential personnel are expected to be present during emergency disaster events to ensure the City continues to function in a manner where services required to address the disaster/emergency will not be affected. Employees required to work through a storm or other emergency event will be paid at time and a half as hazard pay for the duration of the event and for recovery efforts until the City re-opens for regular operations hours.

The Director is responsible for verifying any emergency hours worked. FEMA Employees working during an emergency must document all hours on the appropriation 214 Form.

Employees already on official leave will not receive any additional paid time off and will be paid according to their original leave request.

Safety

The City has established a workplace safety program to provide a safe and healthy work environment for employees, customers, and visitors. This program is a top priority for the City. All employees are responsible for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all employees.

The City provides information to employees about workplace safety and health issues during new employee orientation and through regular internal communications such as supervisor-employee meetings, bulletin board postings, memos, and other written communications, as well as assigned online training.

Employees and supervisors receive on-the-spot periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to bring these ideas to their supervisor or Director. Reports and concerns about workplace safety issues may also be made on a confidential basis to Human Resources.

Employees must obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action up to and including termination of employment.

Work Shoe/Boot Allowances

To ensure the safety of employees, all persons must wear appropriate safety footwear when working in areas with a danger of foot injuries. Employees who are required to wear safety shoes or boots on

the job are allowed to seek reimbursement from the City for one (1) pair of safety shoes/boots up to \$150 (one hundred fifty dollars), minus sales tax, in a twelve (12) month period.

PROCEDURES

1. Employees must have a department Director or supervisor approval signature on the Safety Footwear Reimbursement Form before purchasing safety footwear. This ensures that proper safety footwear is purchased and meets department specifications.
2. Buy shoes at a retailer.
3. Complete and sign any additional Section of the City form and return the completed form to the department director or supervisor along with the original receipt.
4. The Department Director or supervisor will then complete any remaining portion of the form, provide a copy to Human Resources to be placed in the employee file, and forward the paperwork to the Finance Department for employee reimbursement to be processed.

The shoes are the responsibility of the employee. Shoes lost, stolen, or damaged, unrelated to the employee's job, are to be replaced at the employee's expense.

Employees who cannot wear safety shoes for medical reasons can be reimbursed for alternative foot protection up to \$150.00 (one hundred fifty dollars) minus sales tax in a twelve (12) month period. The employee must bring a written statement from a physician indicating this prohibition and any reasonable accommodation to be provided.

Employees will be reimbursed for safety footwear purchases through an accounts payable check. Reimbursement will be issued after the Commission approves the Warrant.

Departments will enforce the use of safety footwear and all other required personal protection equipment.

Supervisors are responsible for providing a list of employees who require safety shoes/boots to Human Resources.

New employees whose job duties require safety shoes will be required to obtain safety shoes within one week of starting employment, or new employees can make arrangements with the Director to purchase them before starting employment, only if all conditions of employment have been met.

Use of Equipment and Vehicles

Equipment and vehicles that are essential in accomplishing job duties are expensive and may be difficult to replace. When using City-owned equipment and property, employees are expected to

exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. This is to included employees following inspection procedures.

Please notify their supervisor if any equipment, machines, tools, or vehicles appear damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent equipment deterioration and possible injury to employees or others. Their supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Employees are allowed to take City equipment home for telecommuting reasonings and assignments. Using City equipment for personal purposes is not authorized unless the appropriate permission has been secured.

Using the keying functions of a cellular phone, smartphone, or similar devices to text, surf the Internet, check phone messages, or receive or respond to e-mail while driving a City vehicle or personal vehicle on City business is strictly prohibited. For telephone calls, while drivers, employees must be in a stopped position to use the keying functions or operate hands-free through Bluetooth or a similar device for telephone calls.

All front and rear seat occupants of City-owned, leased, or rented vehicles and all personal vehicles operated during City business must wear seatbelts. Failure to wear seat belts will be considered an unauthorized use of a vehicle and will subject employees to disciplinary action. If an accident resulting in injury to an employee occurs, and the employee is not wearing a seat belt. Failure to use the seat belt contributes to injuries received, and the employee's worker's compensation benefits may be reduced. Employees must obtain supervisory approval to take non-employees as passengers on a "ride-along."

Any vehicle assigned to an employee as a "take-home" vehicle must have the authorization of the City Manager. Take-home vehicles are to be used for City business only. Personal use of any City vehicle is prohibited.

Employees who are or may be required to drive City vehicles or personal vehicles on City business must notify their Director and Human Resources immediately if there is a change in their driving status. This includes any loss of insurance coverage or suspension of, or restriction placed, on their driver's license, even if a hardship, business purpose, or employment purpose license has been issued.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles and excessive or avoidable traffic or parking violations can result in disciplinary action up to and including termination of employment.

Firearms

Employees shall not carry a firearm on City property (owned or leased) while on duty. The term "firearm" means all weapons and guns that will, are designed to, or may readily be converted to expel

a projectile by the action of an explosive, including, but not limited to, "starter pistols." An Employee may keep a firearm in their privately owned vehicle on City property but may not remove the firearm from the vehicle. Employees of the City Police Department are excluded from this section. Police personnel must adhere to the standards imposed by FDLE and the Bunnell Police Department policies regarding firearm carrying.

Use of Phone and Mail Systems

The telephones at City facilities are provided for City business. While many employers prohibit all personal use of business telephones, City employees may use these phones for limited personal use - such use is for local calls of limited frequency and duration. Long-distance outgoing calls extended personal calls, or a high frequency of personal calls are prohibited.

Personal use of phones is a privilege and not a right – personal calls should be brief and infrequent. Employees may be required to reimburse the City for any charges resulting from their improper personal use of the telephones.

Employees should always use a friendly customer service greeting to ensure effective telephone communications and speak courteously and professionally.

An example is:

“City of Bunnell – (identify department). This is (your name). How may I help you?”

Employees may deposit personal outgoing mail already stamped at one of the City’s pick-up stations. The use of City-paid postage for personal correspondence is prohibited.

Computer and E-mail Usage

All City work is subject to Public Records laws.

Computers, computer files, the e-mail system, and software furnished to employees are property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

Employees do not have an expectation of privacy in using the City’s computer and electronic communication system, including, but not limited to, the e-mail and voicemail messages they create, store, send, and receive and the Internet sites they visit. Electronic communications are neither private nor secure. The City has the right to monitor all aspects of its computer and electronic communications system. Use of the City’s computer and electronic communication system shall constitute consent to such monitoring and waiver of any right of privacy.

The City strives to maintain a workplace free of harassment and discrimination and is sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the e-mail system in ways that violate the City's anti-harassment, anti-discrimination, and conduct policies.

For example, displaying or transmitting sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or disrespect for others. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters during work hours.

The City purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City has no right to reproduce such software beyond its licensing.

According to the software license agreement, employees may only use the software on local area networks or multiple machines. The City prohibits the illegal duplication of software and its related documentation.

Employees should notify the immediate supervisor, Human Resources, or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

Social Media

The purpose of this policy is to coordinate and manage the communication activities of City employees related to official City business to ensure accuracy, consistency, and timeliness in relaying information to employees, departments, members of the media, the citizens of Bunnell, and the public at large. This policy applies to all City employees (full-time, part-time, and volunteers) and will be used as guidelines for elected officials and appointed volunteer boards.

The best, most appropriate City uses of social media tools generally fall into two categories:

- As channels for disseminating time-sensitive information as quickly as possible (for example, emergency information).
- As a marketing or promotional channel, which increases the City's ability to broadcast its messages to the broadest audience possible.

Anyone who maintains an official City social media site must agree to and sign the Employee Agreement for using the Social Media form and submit it to the City Manager for approval. Such approval will be kept on file in the employee personnel file.

The City desires to reach and communicate with a broader audience to further the goals of the City and the missions of its departments whenever appropriate.

The City is interested in deciding what is “spoken” on behalf of the City on social media sites. This policy establishes guidelines for using social media. It is intended to apply to social media sites including, but not limited to, Facebook, Twitter, LinkedIn, and other similar websites, blogging, and other internet-based media sites.

The City Clerk is the City's designated Public Information Officer (PIO). All messaging on behalf of the City should be reviewed and coordinated with the City PIO.

Authorization Required: All City social media sites shall require approval by the City Manager before a City account may be created. Such approval shall be based on whether such a site furthers the City's purposes as outlined in this policy.

City Website

The City maintains and manages its website, www.bunnellcity.us, under the direction of the City Manager. The City website primarily provides public information concerning City services, activities, and policies.

Each Director or designee is required to maintain their section(s) of the website with the consistent format, messaging, and brand of the City. Each department's website section will be continually monitored and updated by designated department personnel with current information, including recent documents and contact information.

The City's website, www.bunnellcity.us, shall remain the City's primary and predominant internet presence.

Set-up of City Social Media Websites

IT shall set up the City's main administration account for the authorized social media site using a City e-mail address. All requests to use a social media site shall be directed to the City Manager. IT and City Police Department will remain administrators on all City social media sites.

Content posted to the City's social media sites will also be available on the City's website to the fullest extent possible.

To the extent possible, the Department Director utilizing the social media site shall ensure that content posted by the City to its social media sites contains links directing users back to the City's website for in-depth information, forms, documents, or online services necessary to conduct business with the City, to the fullest extent possible.

The City Manager or PIO (City Clerk) shall review and approve content intended to be posted to any

City social media site and determine whether such content is appropriate for posting on such social media site. Employees may only post comments to a City social media site with prior authorization from their Department Director. Employees should never use personal social media accounts to comment on City business or to respond on behalf of the City.

IT shall determine whether the social media site lets the City turn off the comments or posts feature. If such feature cannot be turned off, the City reserves the right to (1) reject the social media site for use by the City; (2) terminate the use of any previously approved City social media site at any time; or (3) edit or remove inappropriate content as outlined in this policy.

The following statement shall be prominently displayed on all City social media websites:

IMPORTANT NOTICE UNDER FLORIDA'S PUBLIC RECORDS LAW: Please be aware that under Chapter 119, Florida Statutes, every response, and submission to this website is a public record and may be posted for as long as the website administrator allows for such item to remain posted. If any submission is removed by the City as allowed by any City policy, please be advised that all such removed submissions will be stored by the City offline and considered a public record available for inspection to the extent allowed by Chapter 119, Florida Statutes. Requests for public records may not be made via this site but must be directed to the City Clerk.

All City social media channels must comply with any existing City branding and messaging standards. Employees posting to social media on behalf of the City should discuss messaging and strategies with the City PIO (City Clerk).

All social media sites shall clearly indicate that the City maintains them and have specific department contact information available on the site.

Each department utilizing social media will have a primary administrator per department and designated backup administrator(s) for each department.

Use of City Social Media Websites

Employees may only access a City social media site for the purpose of posting any content to such site with the prior written approval of their Department Director or PIO(City Clerk). Employees desiring to access City social media sites shall read and sign the Employee Agreement for the Use of Social Media form and submit it to their Director before the employee is allowed access. A copy of the form shall be maintained in the employee's personnel file.

All administrators must monitor the pages promptly (typically at least once a day) to respond to messages and documents and "hide" any messages deemed inappropriate by this policy. Messages "hidden" will not be deleted for Public Record purposes and will be documented and retained per records management standards.

If a City's social media site allows comments or posts by third parties, the City may terminate the City's social media site at any time. If the City desires to continue using the social media site, the City reserves the right to edit or remove any inappropriate content posted to the site.

Inappropriate content includes:

- Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability, or sexual orientation.
- Sexual content or links to sexual content.
- Solicitations of commerce.
- Links to questionable pages.
- Possible spam or virus links.
- Conduct or encouragement of illegal activity.
- Information that may tend to compromise the safety or security of the public.
- Content that violates a copyright, trademark, or other legal ownership interest.
- Accusations of immoral or illegal conduct. The City disclaims responsibility and liability to the fullest extent allowed by law for any inappropriate content or posting on any network or website.

Employees may not remove their name or domain information from postings on a City social media site nor access it anonymously to conceal their identity.

Employees may not post a personal e-mail address to any City social media site.

All information posted on City social media sites is subject to Florida law, including but not limited to the Florida Public Records Act and the Sunshine Law, and is subject to City resolutions, ordinances, and policies. The City Clerk shall develop and maintain records retention schedules for the information posted to City social media sites.

Questions posted to social media sites should be answered promptly and professionally by the designated City staff on behalf of the City.

The information posted on the City's social media sites must pertain to the promotion of the City or policies pertaining to the City. Events, issues, or promotions not directly sponsored by or related to the City are prohibited.

Use of Non-City Social Media Sites

Employees of the City are prohibited from “speaking” on behalf of the City and identifying themselves as representatives of the City on City and non-City social media sites, except for a valid City purpose as authorized at the discretion of the City Manager or designee in writing. An example of such a valid City purpose may include an online discussion between employees of the City and other governmental entities regarding subjects affecting the City.

If the City Manager or designee authorizes representation of the City on a non-City social media website, the employee authorized shall:

- Read, sign, and return to their Director the Employee Agreement for the use of Social Media form before accessing the social media site.
- Be prohibited from posting inappropriate content as set forth in this policy.

The City disclaims responsibility and liability to the fullest extent allowed by law for any inappropriate content or posting on any network or website.

Employees are prohibited from accessing personal social media sites and accounts on City computers and electronic systems.

Violations of Social Media Policy

Any employee who violates this policy is subject to disciplinary actions up to and including loss of social media access on behalf of the City, suspension, or termination of employment with the City.

Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the City to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive usage of the City’s Internet access.

Internet usage is primarily for job-related activities. In conjunction with the other conditional use requirements of this policy, limited personal Internet use is permitted, provided browsing on the Internet is conducted before or after regular working hours or on approved breaks and lunch periods.

All Internet data composed, transmitted, or received via City computer communications systems is part of the City's official records, and, as such, it is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet will always remain the property of the City. Employees do not have an expectation of privacy concerning their internet usage. As such, the City reserves the right to monitor Internet traffic and retrieve and read any data composed, sent, or received through City online connections and stored in City computer systems.

Data composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person and complies with all anti-harassment standard laws.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. Generally, if an employee did not create material, the City does not own the rights to it, or the City has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression. Software may not be downloaded or installed on any computer without the prior approval of IT.

Abuse of Internet access provided by the City in violation of the law or City policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

These are examples of behaviors, actions, and activities prohibited:

- Copying, pirating, or downloading software and electronic files without permission.
- Sending or posting exempt or confidential material, trade secrets, or proprietary information outside the City government.
- Failing to observe licensing agreements.
- Engaging in unauthorized transactions may incur a cost to the City or initiate unwanted Internet services and transmissions.
- Sending or posting messages or material is discriminatory, illegally harassing, threatening, or otherwise violates the City's conduct policies.
- Participating in the viewing or exchange of pornography or obscene materials.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.

- Sending or posting chain letters, solicitations, or advertisements unrelated to business purposes or activities.
- Using the Internet for political causes or activities, religious activities, or gambling.
- Jeopardizing the security of the City's electronic communications systems.
- Sending or posting messages disparaging another organization's products or services.
- Passing off personal views as representing those of the City.
- Sending anonymous e-mail messages.
- Posting comments, photos, videos, or any other type of user-generated content from the City's computer system unrelated to City business.
- Posting any content from the City's computer system using pseudonyms, false names, or anonymously.
- Engaging in any other illegal activities.
- Using the City's Internet access to participate in social networking websites such as "chat" activities, chat rooms, personal ads, dating services, or any other similar use involving personal relationships.
- Using the City's time and resources for personal gain.
- Stealing, using, or disclosing someone else's code or password without authorization.

Cell Phones or Similar Devices at Work

This policy applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, games, or downloads, and allows for reading and responding to e-mail whether the device is company-supplied or personally owned.

The personal use of such devices while on duty is permitted. Excessive use of personal cell phones while on duty will result in loss of the privilege.

Personal use of such devices shall not interrupt the performance of city business, customer service, or interaction with the public.

Cell phones must be on vibrate mode (quiet mode) during meetings.

The use of Personal Listening Devices (PLDs) and other portable music devices, as well as “Bluetooth” devices, while on duty requires prior approval by the supervisor. In general, the following guidelines apply:

- PLDs are not permitted in any City business office when such office is open to the public unless pre-approved by a supervisor.
- Should supervisory approval for the use of PLDs be granted, such approval shall be based on the task to be performed (e.g., while mowing). If permitted, the volume level of such devices shall be set to hear the voices of others or warning sounds such as horns, sirens, etc.

Employees whose pattern of behavior violates this policy may be warned and thereafter subject to discipline, up to and including termination of employment.

Workplace Monitoring other than computers

The City may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because the City is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done ethically and respectfully.

Telecommuting

The City allows telecommuting, a work arrangement allowing employees to work at an off-site location for all or some of their regularly scheduled work hours. The purpose of this policy is to accomplish one or more of the following:

- Improve employee effectiveness, productivity, and morale.
- Maximize utilization of City office facilities.
- Reduce absenteeism.
- Promote employee health and wellness.
- Improve employee recruitment and retention.
- Enhance the working life and opportunities of persons with disabilities.
- Other lawful reasons as determined or approved by City Manager.

All requests will be reviewed and considered on a case-by-case basis based on the purpose of this policy, an individual employee's circumstances, and the degree of disruption to the delivery of City services. An employee or Director may initiate the request for telecommuting.

The employee must demonstrate the ability to complete assignments with little to no direct supervision and promptly produce and maintain a high-quality work product for a request to be considered.

The employee shall meet with and request telecommuting work with their Director. The terms and conditions of the employee's telecommuting work shall be outlined in a completed and signed telecommuting agreement. At a minimum, the agreement shall include the following:

- Length of the agreement.
- Schedule or identification of the number of office days and alternate work site days each week, as applicable.
- Location of an alternative worksite.
- Core work hours of the employee.
- Statement of any changes in the location, days, hours of work, overtime, or leave must be approved in advance by the Director.
- Identification of any city-issued equipment or resources for use at the off-site location.
- How much notice time will be given if the agreement is terminated.
- Agreement to follow all City policies, including but not limited to confidentiality as required, records management and retention, cybersecurity, etc.
- Statement of telecommuting work shall not affect compensation, benefits, job responsibilities, leave accrual, or other terms of employment.
- How violations of the agreement will be addressed, and disciplinary actions may be taken.

The Director shall decide and recommend to the City Manager, who shall be the final decision-maker.

Telecommuting arrangements are always subject to review by the Director or City Manager to determine continued effectiveness and feasibility.

Issued Property / Found Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all property immediately upon request or upon separation from employment. Where permitted by applicable laws, the City may withhold from the final paycheck the cost of any items not returned when required. The City may also take all actions deemed appropriate to recover or protect its property.

Employees of the City shall be deemed agents of such governmental entity. In accordance with the Florida Statute, lost or abandoned property found by employees during their official duties shall be turned over to the Bunnell Police Department. As such, the title to lost or abandoned property found by an employee of the City shall be vested in the municipality and not the employee.

Workplace Violence Prevention

The City is committed to maintaining a safe work environment and to preventing workplace violence.

Employees are expected to refrain from fighting, "horseplay," or other conduct dangerous to others. Weapons and other dangerous devices or substances are prohibited from being on the premises of the City without proper authorization. Employees may keep a legally owned and lawfully possessed firearm locked inside their private vehicle in a parking lot for lawful defensive purposes in accordance with the Florida Statutes. Only certified police officers employed by the City of Bunnell are otherwise authorized to possess firearms on City premises.

Conduct threatening, intimidating, coercing, or otherwise interfering with the job performance of another employee, a customer, or a public member at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment and discrimination, including harassment or discrimination based on an individual's characteristics protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor or any other member of management. This includes threats by City employees, as well as threats by customers, vendors, solicitors, or other members of the public. Employees should be specific and detailed when reporting a threat of violence.

All suspicious individuals or activities shall be reported as soon as possible to a Manager. Employees will not unnecessarily place themselves in peril. If an employee sees or hears a commotion or disturbance near their workstation, they will not try to intervene or see what is happening if doing so puts them in danger. The previous sentence does not apply to Bunnell Police Department sworn officers.

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical or legally allowed. To maintain workplace safety and the integrity of any investigation, the City may suspend employees, either with or without pay, pending the conclusion of

an investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct violating these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring their disputes or differences with other employees to the attention of their Director or Human Resources before the situation escalates into potential violence. The City will assist in resolving employee disputes and not discipline employees for raising such concerns.

Smoking / Tobacco Use

In keeping with the City's intent to provide a safe and healthy work environment, smoking or using tobacco products, including electronic cigarettes, in undesignated areas of City buildings and facilities and in City vehicles is not permitted. This prohibition applies to smoking and non-smoking (e.g., snuff, vaping, chewing tobacco) products. Designated smoking areas outside of City buildings should be kept free of litter using the provided receptacles. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail. This policy applies equally to all employees, customers, and visitors.

Drug and Alcohol Use

The City is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks. By accepting a copy of this manual, you accept a copy of this policy!

While on-premises and while conducting business-related activities off-premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and safely and does not endanger other individuals in the workplace. The City prohibits the use of medicinal marijuana.

Job applicants and employees may be asked to go to the City's designated Medical Review Officer (MRO) to provide body substance samples (such as urine or blood) to determine the use or presence of illicit or illegal drugs and alcohol. In addition, specific state or federal laws may require some employees in safety-sensitive positions to undergo random drug testing. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Employees must immediately notify their Director and Human Resources of an arrest, charge, indictment, conviction, or plea of no contest for drug or alcohol-related activity.

Violations of the Drug-Free Workplace Policy may lead to disciplinary action, up to and including immediate termination of employment or required participation in a substance abuse rehabilitation or treatment program.

The Employee Assistance Program (EAP) provides counseling and referral services to employees for assistance with such problems as drug or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP, either directly or through Human Resources, prior to reaching a point where their judgment, performance, or behavior leads to imminent disciplinary action. After the disciplinary process has begun, participation with EAP may not preclude disciplinary action. Directors must request that Human Resources complete the EAP referral form as part of disciplinary action.

If you have questions or concerns about substance dependency or abuse, you are encouraged to use the resources of the EAP. You may also wish to discuss these matters with Human Resources.

The City may designate and enter a contractual relationship with an MRO. The MRO must be a licensed physician who meets the requirements under applicable law to act as an MRO for purposes of drug and alcohol testing.

The City MRO information is below:

MediQuick
140 Pinnacles Drive
Palm Coast, FL 32164
386-597-2829

MediQuick
6 Office Park Drive
Palm Coast, FL 32137
386-447-6615

Circumstances Requiring Testing

Job Applicants - all finalists for special risk or mandatory testing positions, both internal or external with the City, must be drug tested, and refusal to submit to a drug test or a positive confirmed drug test can be used as a basis for refusing to hire or promote a job applicant. Human Resources will be responsible for obtaining the individual's signature on any required forms.

Prior to ANY drug or alcohol testing, Human Resources will provide the applicant or employee with each of the following:

- A notice of Referral for Testing
- Drug-Free Workplace Policy Summary
- Notice to Employees and Job Applicants

After notification of Referral for Testing to the applicant or employee, the applicant or employee should be referred to the collection site to provide a blood, breath, or urine sample for testing. For post-injury/accident and reasonable suspicion, the employee should not be allowed to drive to the collection site. Instead, The City will provide transportation.

Current Employees - Drug or alcohol testing shall be required under the following circumstances:

- **Post Injury/Accident:** Employees will be tested following involvement in an on-the-job injury/accident which results in:
 - a) A fatality.
 - b) Bodily injury to any involved party
 - c) All workers' compensation claims.
 - d) Damage to any motor vehicle operated by a City employee.
 - e) Property damage totaling \$100.00 or more, i.e., damage to buildings, equipment, fences, transformers, guardrails, etc.

If testing is to be performed following an injury at the workplace, the employee should first be taken to Mediquick or, for life-threatening injuries, the nearest Emergency Room. No specimen should be obtained prior to the administration of emergency care. Once the test has been taken, an injured employee must release to the employer the result of any test conducted for the presence of drugs. If Mediquick is closed, the employee must report as soon as Mediquick opens.

Note: The department referring the employee for testing will be responsible for obtaining the employee's signature on all required forms.

- **Routine Fitness for Duty Examinations:** The City may require an employee to submit to a drug/alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination is part of the established policy or is scheduled routinely for all members of an employment classification group.
- **Reasonable Suspicion Testing:** Reasonable suspicion testing will be performed on employees when the City has an articulable belief an employee possesses, is using, or has used illegal drugs or is impaired or intoxicated by drugs or alcohol in violation of the City's policy. This articulable belief must be supported by specific and particularized facts and reasonable inferences drawn from those facts. Among other things, those facts and inferences may be based upon:
 - a) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug; or

- b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; or
- c) A report of drug use provided by a reliable and credible source; or
- d) Evidence an individual has tampered with a drug test during their employment with the City; or
- e) Information an employee has caused, contributed to, or been involved in an accident while at work; or
- f) Evidence an employee, has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If testing is requested based on reasonable suspicion, the department requiring the testing must complete an Investigation Report, which details in writing the basis of the determination that reasonable suspicion existed to warrant the testing. The appropriate (Human Resources or other Supervisory capacity position) referring the individual for testing should complete the form as soon as possible and contact Human Resources for further instructions on transporting the employee to a testing facility.

If drug/alcohol testing is conducted based on reasonable suspicion, The City shall promptly detail in writing the circumstances that formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request, and the original documentation shall be kept confidential and retained by the employer in accordance with records standards and Human Resources practices.

- **Follow-up Testing:** If the City requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug/alcohol test, the City will require the employee to submit to random drug/alcohol tests, at least once per year for a two (2) year period after completion of the program.

Advance notice of the testing dates must be kept from the employee being tested. If the employee voluntarily enters the program, the employer has the option not to require follow-up testing.

- **Additional Information:** Additional testing may also be conducted as required by State or federal law or pursuant to City policy.

Any exams copies received by The City will be retained in the individual's separate and confidential medical file.

Personal Appearance

Team members work in many different settings and have vastly different job duties. Examples of the diverse work environments include office and virtual environments, field work, and uniformed public safety roles. Due to the variety of work, it is impractical to adopt one appearance and workplace attire standard for everyone. Implementation of the parameters in this policy is the responsibility of the Department Director through departmental policies and procedures, and in consultation with Human Resources. All individuals representing the City are expected to present a neat and professional appearance in both in-person and virtual work settings. Presenting a professional appearance can instill greater trust and confidence in members of the public about City services. The City supports the expression of individual identities in the workplace through:

- Clothing
- Jewelry - including body piercings
- Hair Color
- Tattoos
- Personal Grooming (e.g., beards and hair styles)

If a supervisor feels an employee's personal appearance is inappropriate, they may be asked to leave the workplace until they are appropriately dressed or groomed. Under such circumstances, the employee may not be compensated for the time away from work. Consult the immediate supervisor or department director if there are any questions as to what constitutes an appropriate appearance.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards according to their job function.
- Flip-flops, athletic tank tops, tube tops, halter tops, bathing suits, or see-through tops may not be worn under any circumstances.
- Excessively short skirts or dresses may not be worn under any circumstances.
- Shorts are not appropriate for employees whose permanent workstations are in office areas unless a City Project being performed that day makes this attire acceptable or is approved by the immediate supervisor.

- Extensive numbers of gaudy facial jewelry, worn in the eyebrow, nose, lip, or tongue, are not generally professionally appropriate and should not be worn during work hours.

Police officers will follow the Police Department Policy regarding appearance.

All City uniformed employees will maintain an adequately groomed and professional image and ensure their uniforms are appropriately worn and clean.

If an employee has a sincerely held religious belief or practice conflicts with the City's personal appearance requirements or a disability requiring accommodation, the City will address the matter on a case-by-case basis. In accordance with applicable law, the City will provide reasonable accommodations for employees of sincerely held religious beliefs, practices, and disabilities to the extent that the accommodation does not create an undue hardship for the City.

Security Inspections

The City is committed to maintaining a work environment free of illegal drugs, alcohol, firearms, explosives, or other improper materials. The City likewise wishes to discourage theft or unauthorized possession of the property of employees or the City. The City requires the cooperation of all employees in administering this policy.

Offices, desks, vehicles, lockers, and other storage devices may be provided or issued for the convenience of employees but remain the sole property of the City. Accordingly, employees have no expectation of privacy in their offices, desks, City vehicles, lockers, and storage devices, and except as prohibited by applicable law, any agent or representative of the City can inspect them, as well as any articles found within them, at any time, either with or without prior notice. To facilitate enforcement of this policy, the City or its representative may also inspect persons entering or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the City's premises.

Solicitation and Distribution

To ensure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. Employees may engage in solicitation for these organizations during their work time or during the work time of the employees being solicited so long as the asking does not interfere with work time and duties. Employees will not pressure any other employee to contribute or purchase items to support these organizations. Work time does not include lunch periods, work breaks, or any other periods in which employees are not on duty. Human Resources has the authority to approve or disapprove employee solicitations posted on the employee bulletin boards, flyers, or any handouts

promoting any outside organization.

Employees may only distribute literature on work time or in City working areas with approval. Requests for distributing or posting literature on bulletin boards or City-owned property must be made through Human Resources.

Political Activities – Running for Office or appointed Office

City employees may not use their official authority/influence for the purpose of interfering with or affecting the results of elections for public office.

Employees may not do any of the following:

- Solicit or receive any assessment or contribution from any City employee for any political party or candidate for public office during their work time; or
- Use their City position, equipment, property, or supplies to secure contributions for political activity; or
- Take an active part in political campaigns or in political management during duty hours; or
- Corruptly use or influence any person or officer in the City service for the promotion of any person or compensation as a reward for political service; or
- Wear a City uniform or the City logo while engaged in political activities.

City staff should always act in an impartial manner. By following the policy, staff decisions will steer clear of suspicion of decision-making or influencing political elections.

Employees may participate in political activities so long as such participation follows the guidelines above.

If Employees seek to qualify, run, or hold a political office, whether elected or appointed, they must first submit a request, in writing, to the Department Director. The Department Director and the City Manager shall make a joint evaluation identifying any potential conflict of interest or potential impairment of work efficiency. The City Manager will make the final decision regarding permission to run for an elected office or hold an appointed office.

If the office sought does not constitute a conflict of interest or impair of work efficiency, the employee may request paid time off, administrative leave, or leave without pay for campaign purposes. If elected, the employee may retain their position with the City only if the City Manager has determined there is no conflict prior to qualifying for or being appointed to office.

If the employee's request is not approved, the employee may (1) resign their position with the City or (2) reject the appointment or choose not to qualify to run for office.

Politics

Employees shall not interfere with or make use of the influence of their office for political reasons, nor shall they take part in any political activity, management, affair, or circulate political or election petitions while working.

On-duty employees may not use their official authority to do the following:

- Solicit or receive funds, assessments, subscriptions, or contributions for a political candidate; or
- Participate in political activity on behalf of, or in opposition to any candidate for political office; or
- Interfere with any election; or
- Interfere with any person's vote for a political party or candidate.

Employees shall not:

- Display election campaign materials on City vehicles or issued equipment; or
- Wear or display election campaign articles on clothing while on duty or while driving a City vehicle while off-duty.

Progressive Discipline

The purpose of this policy is to state the City's position on administering equitable and consistent discipline for unsatisfactory performance or employee misconduct.

The City's own best interest lies in ensuring fair treatment of all employees and in making specific disciplinary actions prompt, uniform, and impartial. The primary purpose of any disciplinary action is to correct a problem, prevent a recurrence, and prepare the employee for satisfactory performance in the future. Although employment with the City is based on mutual consent and both the employee and the City have the right to terminate employment at will, with or without cause or advance notice, the City may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps - verbal warning, written warning, suspension with or without pay, or termination of employment. Depending on the severity of the problem or the number

of occurrences there may be circumstances when one or more steps are bypassed.

The progressive discipline steps are the following:

- Verbal Warning - A first offense.
- Written Warning – a subsequent offense for the same offense.
- Suspension With or Without Pay - Another offense or be placed on a probationary period with a work plan (depending on the severity).
- Termination of Employment – On-going offenses or failure to make any corrections.

Offenses do not always need to be the same offense to rise to the next level of discipline.

The City recognizes that certain types of employee problems are severe enough to justify either a suspension or even termination of employment without going through the usual progressive discipline steps. It is impossible to list every type of behavior that may be deemed to be a severe offense. The General Conduct and Employee Conduct policy includes some, but not all, examples of problems that may result in immediate suspension or termination of employment. The City recognizes that the problems listed in these sections of this manual are not necessarily all serious offenses but may be examples of unsatisfactory conduct that can trigger progressive discipline. The City reserves the right to handle each situation as it deems fit on a case-by-case basis.

Grievance Procedure

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management.

The City strives to ensure fair and honest treatment of all employees. While we expect all rules and policies to be fairly and equitably applied, we also recognize that each situation is unique and that there may be extenuating circumstances.

If an employee disagrees with the application of established rules of conduct, policies, or practices, they can express their concerns through the problem resolution grievance procedure. No employee will be penalized, formally or informally, for voicing a complaint in good faith or for using the problem-resolution procedure. Employees covered by a collective bargaining agreement should refer to the grievance procedures contained in said agreement.

If a situation occurs where an employee believes a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. Employees may discontinue the procedure at any step. Please note if Human Resources is notified at any time through the process, the process

will start at Step 3.

- Present the problem to an immediate supervisor within seven calendar days after the incident occurs. If the supervisor is unavailable or the employee believes it would be inappropriate to contact the supervisor, the employee should present the problem to Human Resources or the next member of management.
- The supervisor will investigate and respond to the problem within 14 calendar days from the date received the notice. Supervisors will notify Human Resources if further investigation is needed or if the problem cannot be resolved at their level. Employees unsatisfied with the solution or if the problem is unresolved should notify Human Resources in writing for further investigation.
- If notified, Human Resources and the City Manager will conduct all official investigations and conduct all interviews.
- Human Resources and the City Manager will review findings, consult with any others involved, as needed, and advise the employee in writing of the outcome of the investigation.
- If an employee still disagrees with the City's decision, they may appeal the issue, in writing, to the City Manager. The City Manager may meet with the employee and any others involved to review the issue further.
- The City Manager will inform the employee of their decision within 15 calendar days after notified and will forward a copy of the written finding to Human Resources for the personnel file.

The City Manager has full authority to make any adjustment deemed appropriate to resolve the problem. There is no appeal above the City Manager. Going to a Commissioner or making a claim in a Commission meeting is not acceptable and could be subject to disciplinary action on its own.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is essential to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

Job-Related Investigations

Upon notice, an official investigation has commenced, and the employee shall cooperate with respect to any investigation and any related hearing or inquiry.

By way of illustration, but not limitation, it shall constitute a violation of this section to be any of the following:

- Refusal to comply with scheduling interviews; or
- Refusal or willfully failing to appear for an interview, hearing, or inquiry; or
- Refusal or failing to answer truthfully any questions relating to the matter(s) under investigation.

Internal investigations relating to the conduct of employees, disciplinary enforcement practices, and hearings are considered a vital part of the administrative authority of the City Manager. When deemed appropriate by the City Manager, the City Manager has the authority to request an internal investigation or supervisory inquiry on any allegation from an employee the Department Director, Human Resources, the Police Department, or external agencies.

Any employee against whom a complaint or charge has been made, who shall attempt (directly or indirectly) by threat, appeal, persuasion, payment of monies, or other consideration, to secure the abandonment of the complaint or charges or who, at a time before final disposition of the same, shall cause any person to intercede personally (by letter or by other means) on their behalf with a witness, employee, or the Department Supervisor, Director, or City Manager, shall be made the subject of additional charges.

Promoting an environment of impartial investigation, employees on administrative leave or under investigation must maintain respectful distance from colleagues. This vital step upholds the integrity of ongoing inquiries. If an employee has an external tie to someone being investigated, any communication must avoid work topics and influencing the inquiry.

Similarly, employees not under investigation must establish clear professional boundaries when interacting with colleagues. This commitment is essential to ensure the investigations remain impartial. When an external affiliation exists, conversations should avoid work-related matters and any hint of investigative influence.

Furthermore, those tasked with investigations must refrain from pressuring associates of the employee in question. This applies broadly, even when non-suspended employees engage in discussions related to work. Such interactions mustn't be misused to gather information about co-workers. These measures proactively prevent drama and safeguard investigations from any real or perceived interference.

Court Hearings

It may be necessary to attend court hearings or court case-related proceedings such as depositions. As such, employees are expected to represent the City and City interests to the best of their abilities. Employees may be required to attend meetings with the City Attorney. Below are some of the expectations required for court hearings/cases:

Preparation: Every employee of the City, when representing the City civilly or criminally, shall be

diligent in the preparation of cases for trial by proper execution of the affidavit, analysis of the facts, preservation of evidence, subpoena of witnesses, and thorough review of the proposed testimony. Employees shall cooperate with scheduling and attending all preparation meetings with those representing the City.

Attendance: All employees representing the City in cases relating to the City are to be punctual in attendance and shall wear their uniform or clothes appropriate for formal court appearances (Shirt and Tie only for Police Officers) in compliance with City Policy.

Attitude–Respect: Employees shall always be attentive and respectful toward the Court judges or magistrates. When giving testimony, employees shall speak calmly and explicitly in a clear, distinct, and audible tone to be easily heard by the Court or jury. They shall not smoke or chew gum or tobacco in the presence of the Court.

Testifying: Employees shall testify with strict and truthful accuracy, confine themselves to the case before the Court, and neither suppress nor overstate the slightest circumstance with a view of favoring or discrediting any person. When cross-examined, the employees shall answer with the same readiness and civility as when testifying in support of the charge.

The ends of justice shall be served by showing a desire to tell the whole truth to the best of their ability.

Indictments/ Arrests

Employees shall be responsible for immediately notifying their Director when information has been filed by a prosecuting official against them for any offense or violation of law, when indicted by a Grand Jury, or when arrested.

The Director shall immediately notify Human Resources and the City Manager. Upon notification, it shall be determined if it is in the best interests of the City and the office work program to do the following:

- Retain the affected employee in their regular position; or
- Assign the affected employee to other duties or another position until such time as any charges is disposed of by trial, acquittal, dismissal, conviction, or other judicial action; or
- Suspended with or without pay; or
- Terminate the affected employee.

Employee shall be terminated in the event of the following:

- Employee is retained at the time of charge and pleads nolo contendere or guilty for offenses

that might affect job duties or the City image; or

- Employee is found guilty of any job-related offense; or
- Employee if found guilty of any offense which would adversely impact the City or the employment status of the employee or which would cause the City to be held in disrepute.

(NOTE: Exception to termination may be considered by the Department Director and City Manager only for non-job-related violations.)

- If the Employee is acquitted of all charges, or the indictment is dismissed, the Department Director and City Manager shall review the affected employee's employment status and determine whether reinstatement, re-employment, continuing employment, etc., is appropriate.

If the incident or offense is work-related, nothing herein shall preclude the initiation of disciplinary action up to and including termination prior to a judicial determination on the criminal charge.

Incarceration: If an Employee is incarcerated, they shall be responsible for notifying their Director as soon as reasonably possible, but no later than their first scheduled workday following incarceration.

At the sole discretion of the City Manager, an Employee may be authorized to take accumulated paid time off, administrative leave, or leave without pay.



City of Bunnell, Florida

Agenda Item No. C.5.

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

ATTACHMENTS:

Description	Type
Business Incentive Development Agreement	Exhibit

Summary/Highlights:

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

Background:

Project Christine has submitted an application requesting a Business Incentive Grant for an existing business.

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

The estimated capital investment is \$3,500,000.00. The applicant scored 21 points under the existing business category. This category is eligible 75% of four years incentive.

Staff Recommendation:

Staff recommends approval of this Business Incentive Development Agreement.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend approval of this Business Incentive Development Agreement.

City Manager Review/Recommendation:

Approved.

ECONOMIC DEVELOPMENT GRANT AGREEMENT

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

RECITALS

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

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

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

WHEREAS, Grant Recipient will be constructing a new building with approximately 28,000 Sq Ft square feet on property located at [REDACTED] within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will retain 8 existing jobs and create 17 new jobs at an average wage of \$50,000; and

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

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

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

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

SECTION 2. Project Details.

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

SECTION 3. Duration.

This Agreement shall be effective from the 1st day of December 2023 until the 30th day of April 2030 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

SECTION 4. Definitions.

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

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

Grant Recipient represents that it will initially provide 8 existing full-time equivalent jobs in the City of Bunnell in 2023, 17 new jobs subsequently. Grant Recipient's representation of the number of retained and new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

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

Grant Recipient further represents that it will provide wages at an average of at least \$50,000 in the aggregate for the existing and new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

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

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

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

SECTION 8. Authority of the Board to Review Records.

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

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

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

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

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

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

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

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

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

Sections 5, 6, 8 or 10 above.

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

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

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

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

SECTION 12. Notice Regarding Grant Payments

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

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

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

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

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

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$13,594.29. A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of \$1,587,383.00 Real Estate PID Confidential- /\$0 Tangible Personal.

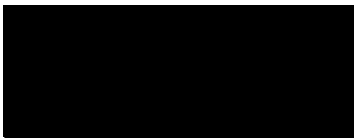
Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$95,160.00. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

SECTION 14. Notices.

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

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

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



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

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

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

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

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

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

SECTION 16. Amendments to this Agreement.

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

SECTION 17. Termination.

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

Section 18. Assignment.

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

SECTION 19. Public Records.

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

SECTION 20. Captions.

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

SECTION 21. Severability.

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

SECTION 22. Authority to Execute.

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

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

[Redacted Signature]

By: [Redacted]
Print Name: [Redacted]
Title: [Redacted]
Date: 10/27/2023

Signature of Witness # 1
Print Name: _____

Signature of Witness #2
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ on line notarization this ___ day of ___ 2020, by _____, who is the _____ of [Redacted] Inc. and personally known to me or who has produced _____ as identification and who ___ did not (___ did) take an oath.

(NOTARY SEAL)

Signature of Notary

Print or type name

ATTEST:

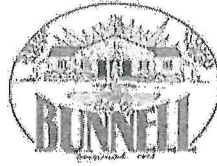
CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON, Mayor
Date: _____

Approved as to Form and Legality:

WADE C. VOSE, City Attorney



APPLICATION
Business Incentive Program

2. BUSINESS INFORMATION

A. Legal name of the Applicant:

B. Name of Ultimate Parent Company (if applicable):

City Bunnell

State/Province Florida

Country USA

C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

Name	Title or Position	Percent of Ownership
	President	100%

D. Applicant's Federal Employer Identification Number:

(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

E. Applicant's Florida Sales Tax Registration Number (if applicable):

F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis). 25

G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?

Yes No



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Bunnell
- Existing Bunnell business creating and/or retaining jobs
- Speculative Space

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? Two, one from North Carolina, one from Pennsylvania

C. Please describe the Project, including the specific business activity(ies) of the Project:
The company is expanding. A new probiotic and prebiotic facility will be constructed.

D. What is the anticipated commencement date of the Project?
We will begin construction upon approval from the City. Approx. October 2023

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total= 100%)	Average Annualized Wage (\$)
		100 %	\$ 50,000
		%	\$
		%	\$

F. Please provide the address of the proposed permanent location of the Project:

Street Address

City Bunnell

State FL

Zip Code 32110

G. Will the Project be located in a current underutilized business zone or CRA.

- Yes No

H. Which of the following best describes the location of the Project:

- Regional headquarters If it is a regional headquarters, what region?
- National headquarters
- International headquarters
- Not applicable

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: 100 %



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? 17 over 3 years
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² \$ 50,000
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? \$ to be determined
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)?
 Medical, Dental, Vision, Insurance, Vacation, Sick Time, 401K

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): We will construct a new facility, purchase new manufacturing equipment , approx \$4.25M
- B. Identify whether the Project be located in a/an:
 - Leased space with renovations or build out
 - Newly constructed building(s) on newly acquired land
 - Newly constructed building(s) on previously acquired land
 - Newly acquired existing building(s) with renovations
 - Addition to previously acquired existing building(s)
 - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year:	2023					Total
Land or Building Purchase	\$	\$	\$	\$	\$	\$
Construction / Renovations	\$ 1.0M	\$ 2.5M	\$	\$	\$	\$
Manufacturing Equipment	\$	\$ 0.5M	\$	\$	\$	\$
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$.25M	\$	\$	\$	\$
Total Capital Investment	\$ 1M	\$ 3.25M	\$	\$	\$	\$

- D. What is the estimated square footage of the new or expanded facility? 28,000 square feet

² All cash payments to the employees (other than reimbursements of business expenses) should be included.
 Revised 11/19 Page 3 of 6



6. DISCLOSURE

A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

If yes,
Yes No explain?

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

If yes,
Yes No explain?

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

If yes,
Yes No explain?



7. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

8. SIGNATURES

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

<u>Signature</u>	<u>Date</u>
	September 28, 2023
<u>Name</u>	
<u>Title</u>	
<u>Company</u>	



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the Incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company.

ENTERPRISE ZONE – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2007 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

EXHIBIT A APPLICATION
[to be attached]

**EXHIBIT B
NEW JOB PHASING SCHEDULE**

5 Existing Jobs
17 New Jobs Over 3 Years

EXHIBIT C

Grant Calculations

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Project Christine

Calculations based on City

Category: Existing Business

POINTS AWARDED

Target Industry:	2
Capital Investment: \$ 3,500,000.00	4
Facility Size: 28,000 (28,000 new)	3
Job Creation: 17 new 8 Existing	3
Wages: Average wage \$50,000	4
CRA	0
City Resident:	0
Proximity to Utilities:	5
Total Points	21

The applicant scored 21 points under the New Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$95,160.00 to be paid out over 7 years in the amount of \$13,594.29 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$3,500,000.00
Multiplied by City Millage rate	0.00793
Annual Ad Valorem Tax (general city portion)	\$27,755.00
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$20,816.25
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$83,265.00

Total Estimated Value of New Tangible Assets	\$750,000.00
Multiplied by City Millage rate	0.00793
Annual new tangible business personal property tax (general city portion)	\$5,947.50
50% Annual new tangible business oersonal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	2973.75
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$11,895.00

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$95,160.00
Rebate will consist of <u>7 annual</u> installments of:	\$13,594.29



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 11/14/2023 Amount: \$440,000
Department: Finance Account #: 402-0534-534.7100
Subject: Resolution 2023-10 Solid Waste Truck Loan
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Resolution 2023-10	Cover Memo

Summary/Highlights:

This item is the approval and execution of the loan documents in the amount of \$440,000 required for the purchase and financing costs of a 2024 solid waste truck.

Background:

On April 5, 2023 the City signed a letter of intent with Rush Truck Centers for the purchase of a 2024 Peterbuilt Truck 520 Front End Loader. This truck is needed to replace truck #929 which is a 2010 model with serious body and floorboard damage.

Financing for this purchase has been obtained through Ameris Bank. The proposed financing will be provided through the issuance of a tax-exempt Solid Waste Revenue Note. The City is pledging and will budget Solid Waste revenues in the amount required to make the annual debt service payments.

Debt Service payments will be made in January and July each year for an annual amount totaling \$75,741.78. The loan is amortized over 7 years at an interest rate of 5.86%. and has no pre-payment penalty.

Staff Recommendation:

Adoption of Resolution 2023-10 Solid Waste Truck Loan and authorize the City Manager to execute all required loan closing contracts/paperwork.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Adoption of Resolution 2023-10 Solid Waste Truck Loan and authorize the City Manager to execute all required loan closing contracts/paperwork.

City Manager Review/Recommendation:

Approved

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING THE ISSUANCE OF A SOLID WASTE REVENUE NOTE, SERIES 2023 IN THE PRINCIPAL AMOUNT OF \$440,000 TO FINANCE THE COSTS ASSOCIATED WITH ACQUISITION OF A SOLID WASTE TRANSPORT VEHICLE AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM REVENUES OF THE CITY'S SOLID WASTE SERVICE; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution.

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

Section 2. Definitions.

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

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

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

"City Attorney" shall mean Vose Law Firm LLP.

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

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

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

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

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

"Gross Revenues" shall mean all moneys received from rates, fees (excluding Impact Fees) or other charges or income received by the City or accruing to it in the management and operation of the City's solid waste service, all calculated in accordance with generally accepted accounting methods employed in the operation of public utilities.

"Impact Fees" shall mean the fees or charges imposed by the City, if any, upon new solid waste customers to finance all or a portion of the cost of additions, extensions or improvements to the City's solid waste facilities made necessary by the inclusion or expected inclusion of such new customers.

"Maturity Date" shall mean July 1, 2030.

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

"Net Revenues" shall mean the Gross Revenues less Operating Expenses.

"Note" shall mean the City of Bunnell, Florida Solid Waste Revenue Note, Series 2023 authorized by Section 4 hereof.

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

"Original Purchaser" shall mean Ameris Bank.

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

"Operating Expenses" shall mean the current expenses, paid or accrued, for the operation, maintenance and repair of all facilities of the City's solid waste service, as determined in accordance with generally accepted accounting methods employed in the operation of public utilities, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the City related solely to the solid waste service, labor, cost of materials and supplies used for such operation, but shall exclude payments into the Debt Service Fund, any allowances for depreciation or for renewals or replacements of capital assets of the City's solid waste service.

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

"Pledged Revenues" shall mean the funds on deposit in the Debt Service Fund.

"Principal Office" shall mean with respect to the Original Purchaser, 1259 W. Granada Boulevard, Ormond Beach, Florida 32174, or such other office as the Original Purchaser may designate from time to time to the City in writing.

"Project" shall mean the acquisition of a solid waste transport vehicle for the City's solid waste service.

"Project Cost" shall mean the cost of acquiring the Project.

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

"State" shall mean the State of Florida.

Section 3. Findings.

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

(B) Debt service on the Note will be secured by the Pledged Revenues. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) Prior to issuance of the Note, the Pledged Revenues are not pledged in any manner.

(D) The City shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder. The Note shall not constitute a lien on any property owned by or situated within the city limits of the City.

(E) The City has received an offer from the Original Purchaser to purchase the Note.

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

Section 4. Authorization of Note and the Project.

Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida Solid Waste Revenue Note, Series 2023" is hereby authorized to be issued under and secured by this Resolution in the principal amount of \$440,000 for the purpose of financing the Project Cost and paying the costs of issuing the Note. The Project is hereby authorized. Payment of such costs of issuance is hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the City to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 5. This Resolution to Constitute Contract.

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

Section 6. Description of the Note.

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

(A) Principal Amount. The Mayor is hereby delegated the authority to determine the final principal amount and principal amortization schedule of the Note provided the amount of the Note shall not exceed \$440,000.

(B) Interest Rate. The Note shall have a fixed interest rate of 5.86% per annum (calculated on a 30/360-day basis).

(C) Principal and Interest Payment Dates. Principal and interest on the Note shall be paid semiannually, in immediately available funds, on each January 1 and July 1 (each, a "Payment Date"), commencing January 1, 2024, with a final maturity date of the Maturity Date. If any payment of principal or interest on the Note is received by the Owner more than ten (10) days after the same becomes due and payable, the City will pay the Owner on demand a late fee determined by the Owner but not greater than five percent (5%) of the amount of the delinquent payment.

(D) Prepayment of the Note. The Note shall be subject to prepayment in whole or in part at any time, without penalty.

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

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

Section 7. Execution and Authentication of Note.

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

Section 8. Registration and Exchange of the Note; Persons Treated as Owner.

The Note shall be initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the City will keep books for the registration and transfer of the Note. The Note shall be transferable in whole and not in part and only upon such registration books.

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

Section 9. Payment of Principal and Interest; Limited Obligation.

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

Section 10. Security for Note.

(A) There is hereby created and established the "City of Bunnell, Florida Solid Waste Revenue Note, Series 2023 Debt Service Fund" which fund shall be a trust fund held by the City Manager, which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes of paying principal and interest on the Note when due. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State.

(B) Beginning on the 15th day of the month following delivery of the Note, the City shall deposit Net Revenues to the Debt Service Fund in a sum sufficient to pay principal and interest on the Note on the next ensuing Payment Date when taking into consideration the number of months remaining until such Payment Date. Thereafter, the City shall deposit Net Revenues to the Debt Service Fund in a sum at least equal to 1/6 of the amount of the principal and interest due on the ensuing Payment Date, together with the amount of any deficiency in prior deposits for principal and interest. Once there are sufficient moneys on deposit in the Debt Service Fund to fully satisfy the principal and interest payment and any other amounts due on the ensuing Payment Date, no further deposits shall be required. The City shall notify the Original Purchaser in writing (which may be by email) upon making each monthly deposit, unless such requirement is waived in writing (which may be by email) by the Original Purchaser.

(C) The City covenants and agrees to maintain and collect, so long as the Note is outstanding, such schedule of rates, fees and charges for the solid waste services which will produce revenues sufficient to pay the Operating Expenses and the principal and interest and all other payments on the Note herein authorized; and the City covenants and agrees that so long as the Note is outstanding and unpaid, at the same time and in like manner that the City prepares its annual budget, the City shall annually prepare an estimate of the Gross Revenues to be received during the ensuing Fiscal Year, and to the extent that said Gross Revenues are insufficient to pay Operating Expenses and debt service requirements on the Note during such ensuing year, the City shall from time to time revise the rates, fees and charges charged for the solid waste service to ensure sufficiency. Such rates, fees and charges will never be reduced so as to be insufficient to provide funds for such purposes.

(D) On the date of issuance of the Note, the Net Revenues are not pledged to secure any other debt obligations of the City.

(E) The City covenants and agrees it will not issue any additional debt obligations payable from or secured by the Pledged Revenues unless (i) the lien of such obligations is junior and subordinate in all respects to the lien of the Note, or (ii) the annual Net Revenues for the Fiscal Year next preceding issuance of the additional obligations are certified by the City to have been

equal to at least one and twenty hundredths (1.20) times the average annual requirements for principal and interest on the Note and the additional debt obligations proposed for issuance.

(F) Notwithstanding anything herein to the contrary, the provisions of this Section may be amended, supplemented, or waived from time to time only with the written consent of the Owner of the Note.

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

(H) The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

Section 11. Application of Proceeds of Note.

The City will apply the proceeds of the Note to pay associated costs of issuance (including but not limited to legal fees and expenses of the City and of the Original Purchaser), and the balance of the proceeds of the Note will be applied toward financing the Project Cost.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the City's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Section 12. Tax Covenant.

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

Section 13. Amendment.

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

Section 14. Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the City and the Owner any legal or equitable right, remedy or claim under or

with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

Section 15. Note Mutilated, Destroyed, Stolen or Lost.

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

Section 16. Impairment of Contract.

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

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

The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal or interest on the Note as the same becomes due and payable and is not cured within ten days; (ii) if the City defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days undismissed or undischarged.

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

Section 18. Annual Audit; Budget.

The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The City shall annually provide to the Owner a copy of its audited financial statements within 270 days of the Fiscal Year end and a copy of its annual budget within 30 days of adoption.

The City shall provide such other financial information relating to the ability of the City to pay the Note that is not otherwise exempt from disclosure under Section 119.071, Florida Statutes, as may be reasonably requested by the Original Purchaser.

Section 19. Business Days.

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

Section 20. Applicable Provisions of Law.

This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 21. Rules of Interpretation.

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

Section 22. Captions.

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

Section 23. Authorization of Other Action.

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

Section 24: Bank Qualified.

The City hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City and any subordinate entities of the City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2023 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 25. Repeal of Inconsistent Provisions.

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

Section 26. Severability.

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

Section 27. Effective Date.

This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED this 27th day of November, 2023, at a regular meeting of the City Commission of the City of Bunnell, Florida.

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
FORM OF NOTE

Dated Date: November __, 2023

\$_____

Interest Rate: 5.86%

CITY OF BUNNELL, FLORIDA
SOLID WASTE REVENUE NOTE, SERIES 2023

KNOW ALL MEN BY THESE PRESENTS that City of Bunnell, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of AMERIS BANK, or registered assigns (hereinafter, the "Owner"), the principal sum of \$_____, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis; provided, however, that the Interest Rate, as adjusted, shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of July 1, 2030.

The Interest Rate is equal to 5.86% per annum.

Principal and interest shall be payable to the Owner in immediately available funds on each January 1 and July 1, commencing on January 1, 2024.

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

This Note may be prepaid at the option of the Issuer in whole or in part at any time, without penalty.

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

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

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

This Note is issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and a

resolution duly adopted by the Issuer on November 27, 2023, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. Payment of the Note is secured by the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. In addition to the remedies in the Resolution in the Event of Default, if any payment of principal or interest on this Note is received by the Owner more than ten (10) days after the same becomes due and payable, the Issuer will pay the Owner on demand a late fee determined by the Owner but not greater than five percent (5%) of the amount of the delinquent payment.

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

<u>Dates</u>	<u>Amounts</u>	<u>Dates</u>	<u>Amounts</u>
--------------	----------------	--------------	----------------

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

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

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

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

[Remainder of page intentionally left blank]

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

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attested and Countersigned:

Kristen Bates, CMC, City Clerk

Seal:

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Ameris Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$_____ Solid Waste Revenue Note, Series 2023 (the "Note"), dated November __, 2023, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Bryant Miller Olive P.A. as Note Counsel to the City or Vose Law Firm LLP as City Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the Issuer on November 27, 2023 (the "Note Resolution").

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

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

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

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

DATED this ____ day of November, 2023.

AMERIS BANK

By: _____
Mark Figenschel
Vice President

EXHIBIT C

FORM OF DISCLOSURE STATEMENT

Following a competitive selection process, the undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$_____ City of Bunnell, Florida, Solid Waste Revenue Note, Series 2023 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

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

Rogers Towers, P.A.
Purchaser's Counsel
\$5,000

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

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

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

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

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance and/or refinance the acquisition of a solid waste transport vehicle.

Unless earlier prepaid, the Note is expected to be repaid on July 1, 2030. At an interest rate of 5.86%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely from Pledged Revenues as described in a resolution of the Issuer adopted on November 27, 2023 (the "Resolution"). See the Resolution for a definition of Pledged Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

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

Ameris Bank
1259 W. Granada Boulevard
Ormond Beach, Florida 32174

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this _____ day of November, 2023.

AMERIS BANK

By: _____
Mark Figenscher
Vice President



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 11/7/2023 Amount:
Department: Infrastructure Account #:
Subject: Request approval to piggyback Volusia County Contract # 22-B-95MC with Ferguson Waterworks
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Agreement	Contract
Ferguson Letter	Contract
Volusia County Agreement	Contract
Ferguson Bid Document	Bid Package

Summary/Highlights:

The Infrastructure Department utilizes Ferguson Waterworks for water and sewer underground piping, fittings, and miscellaneous item purchases.

Background:

The Infrastructure Department is requesting commission approval to piggyback Volusia County Contract # 22-B-95MC for discount pricing on needed piping, fittings, etc.

Staff Recommendation:

Approve request to piggyback Volusia County Contract # 22-B-95MC to purchase from Ferguson Waterworks for water and sewer underground piping, fittings, and miscellaneous items.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

**MUTUAL CONSENT AGREEMENT # 2023-20
FOR PLUMBING SUPPLIES BETWEEN
FERGUSON ENTERPRISES, LLC AND CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made and entered into by and between Ferguson Enterprises LLC. dba Ferguson Waterworks, a Virginia limited liability company corporation, ("Contractor"), 751 Lakefront Commons, Newport News, VA 23606, and the City of Bunnell ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

WHEREAS, Contractor executed 22-B-95MC Plumbing Supplies ("Contract No. 22-B-95MC") with the Volusia County, Florida effective on August 2, 2022; and

WHEREAS, the Volusia County is a local government unit in the State of Florida and functions as a municipal corporation; and

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

WHEREAS, the City of Bunnell is in need of various piping and plumbing supplies similar to the services Contractor is providing to Volusia County, which would allow the City to maintain the water and sewer systems; and

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

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

WHEREAS, the Bunnell City Commission finds Contract No. 22-B-95MC was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City to "piggyback" on the competitive pricing provided to the Volusia County in Contract No. 22-B-95MC; and 3) it is in the best interest of the residents of the City to enter into an agreement with Contractor containing similar terms and conditions as contained in Contract No. 22-B-95MC; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in Contract No. 22-B-95MC,

including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

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

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

2. Standard Terms. The terms and conditions of Contract No. 22-B-95MC, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. 22-B-95-MC and this Agreement, the terms and conditions contained in this Agreement shall prevail.

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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 Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

CITY CLERK WHO SERVES AS THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
604 E. MOODY BLVD., UNIT 6 BUNNELL, FL 32110
386-437-7500
KBATES@BUNNELLCITY.US

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

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

6. Insurance. The City of Bunnell shall be substituted for the Volusia County in all insurance matters contained in Section 12 of Contract No. 22-B-95MC and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
604 E Moody Blvd. Unit 6
Bunnell, FL 32110

7. Notice. Notices, of Contract No. 22-B-95MC, when required to be provided to the City shall be provided to the City Manager.

8. Payment. The City shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No. 22-B-95MC.

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

expenses unless otherwise agreed to in writing.

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

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be Dustin Vost, Infrastructure Director, 604 E Moody Blvd. Unit 6, Bunnell, Fl 32110, phone: 386-437-7515, email: dvost@bunnellcity.us

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

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

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

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

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

FERGUSON ENTERPRISES LLC

Rob Pinkston

Print Name: Rob Pinkston

Title: Area Sales Manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of November, 2023, by Rob Pinkston of Ferguson LLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Holly S. Kinias
Signature of Notary Public - State of Florida

Holly S. Kinias
Printed/Typed/Stamped Name of Notary

My commission expires:



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: November 27, 2023

Approved as to Legal Form

City Attorney, Vose Law Firm

ATTEST:

Kristen Bates, City Clerk

Seal:



November 6, 2023

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

Attention: Mary Anne Atwood

RE: Approval to piggy-back the Volusia County Plumbing Supplies contract 22-B-95MC

Dear Mary Anne,

Thank you for your recent inquiry regarding the Volusia County Plumbing Supplies contract 22-B-95MC.

Please accept this letter as an agreement that Ferguson Waterworks has approved the City of Bunnell to utilize this contract.

If you have any additional questions or concerns, please do not hesitate to contact us.

Sincerely,

Ferguson Waterworks

A handwritten signature in blue ink that reads "Rob Pinkston".

Rob Pinkston

Municipal Area Sales Manager - Florida

FERGUSON
WATERWORKS

1470 Bobby Lee Point
Sanford, FL 32771



Master Agreement

NO. 815 70390 - 1

TERM: 2022-08-02 to 2025-08-01

Page 1 of 2

Date Issued: 08/16/2022

Vendor contact: Name: JUSTIN MONTANDON Phone: 407-859-7473 Ext.: E-mail: JUSTIN.MONTANDON@FERGUSON.CC		County contact: Name: KAMRON GARDNER Phone: 386-248-1760 Ext.: 11271 E-mail: kgardner@volusia.org		Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720	
Vendor Name: FERGUSON ENTERPRISES INC 801 THORPE ROAD ORLANDO, FL 32824-8016		Vendor No. FEE22900000		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720	
Solicitation Number: 22-B-95MC Award Date: 2022-08-02 Award Authorization: COUNCIL		Purchasing Phone: MEGHAN CHESTNUT 386-626-6624 Ext: 16624 E-mail: mchestnut@volusia.org		Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Plumbing Supplies					

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	67000	EA	Plumbing Supplies Pricing per percent discount per manufacturer in accordance with 22-B-95MC	0.000000

Pam Wilsky, CPPO, CPPB
 Purchasing & Contracts Director

County of Volusia
 Sales Tax Exemption Number
 85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.


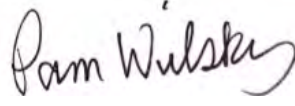



Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Date: 08/02/2022		AGENDA ITEM		Item: A	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution	
<input checked="" type="checkbox"/> Other					
County Goals					
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence In Government
				<input checked="" type="checkbox"/>	NA
Department: Business Services					
Division: Facility Management					
Subject: Award of Agreements for plumbing supplies, 22-B-95MC.					
Jeaniene Jennings Director Business Services  Department Approval		Pamela Wilsky  Approved in Accordance with Purchasing Policies and Procedures		Legal Heather Wallace Assistant County Attorney  Approved as to Form and Legality	
James Corbett Director Facilities Management <i>James Corbett</i> Division Approval		Aaron Van Kleeck  Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer 	
Council Action: Approved as Recommended					
Modification:					
Fund Number(s):		Description:		Amount:	
999 Various		Estimated Annual Expenditures: Various Accounts Countywide		\$100,000.00	
Total Item Budget: \$100,000.00					
Staff Contact(s):		Phone:		Ext.	
Jeaniene Jennings		386 822 5789		15789	
James Corbett		386 248 1760		11359	
Summary/Highlights:					
The county received four (4) responses as shown on the attached tabulation sheet, to an invitation to bid for plumbing supplies. Bid pricing was evaluated based on a sample list of plumbing supplies commonly purchased by the county.					
Staff recommends selection of, and award of agreements to all of the responsive and responsible bidders: Ferguson Enterprises, LLC, Sanford, FL ; Hajoca d/b/a Hughes Supply Daytona, Daytona Beach, FL ; Northgate Limited, Inc. Sarasota, FL ; and Osceola Plumbing Supply & Well Drilling, Holly Hill, FL, for an initial term of three (3) years with two (2)					

subsequent one-year renewal options. A multiple award will ensure products are available when needed. The estimated annual expenditures is approximately \$100,000.00.

These agreements will be used countywide with Facility Management being the largest user.

Copies of the complete agreements and applicable exhibits, with the same terms and conditions described in the solicitation, are available for review in the purchasing and contracts division.

Recommended Motion: Approval.



**COUNTY OF VOLUSIA, FL
SOLICITATION TABULATION SHEET**

ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

SOLICITATION NUMBER: **22-B-95MC**
 SOLICITATION TITLE: **PLUMBING SUPPLIES**
 SOLICITATION CLOSING DATE: **6/21/2022** TIME: **3:00 P.M.**

Ferguson Enterprises LLC (Ferguson Waterworks) 1470 Bobby Lee Point, Sanford, FL 32771 407-859-7473 ; justin.montandon@ferguson.com	Hajoca d/b/a Hughes Supply Daytona 805 Brentwood Dr., Daytona Beach, FL 32117 386-253-0551 ; bradley.sheppard@hajoca.com	Northgate Limited, Inc. 4549 Mariotti Ct., Suite 102, Sarasota, FL 34233 954-579-6061 ; alan@northgatelimited.com	Osceola Plumbing Supply & Well Drilling 555 3rd St., Holly Hill, FL 32117 386-252-8838 ; ops1@cfl.rr.com
Sample Product Price Sheet Total: \$3,556.64	Sample Product Price Sheet Total: \$2,772.49	Sample Product Price Sheet Total: \$4,383.380	Sample Product Price Sheet Total: \$3,560.51

Opened by: Meghan Chestnut, Purchasing Analyst II
 Witnessed by: Becki Bishop, Senior Procurement Analyst
 Tabulated by: Meghan Chestnut, Purchasing Analyst II
 Posted: 7/8/22

Recommendation of Award (ROA): Ferguson Enterprises, LLC ; Hajoca d/b/a Hughes Supply Daytona ; Northgate Limited, Inc. ; Osceola Plumbing Supply & Well Drilling

Approved by: *Pamela Wilsky*
 Pam Wilsky, NIGP-CPP, CCPB, CPPO
 Director of Purchasing and Contracts

Ferguson Enterprises
Percent Discount Price Sheets, 22-B-95MC

Fixed % Discount	
Description	Fixed Percent Discount (to be entered as %)
Fixed % Discount	1

Percent Discount by Manufacturer		
Description	Manufacturer Lists	Percent Discount to be entered as a % (ex. 10%)
Manufacturer % discount	Sloan repair items	40%
Manufacturer % discount	Delta Faucet	40%
Manufacturer % discount	Brass Craft angle stops	50%
Manufacturer % discount	Oatey cement / cleaners	67%
Manufacturer % discount	Liberty	20%
Manufacturer % discount	American Flow Control hydrants	52%
Manufacturer % discount	American Flow Control- valves	32%
Manufacturer % discount	American Flow Control-parts	20%
Manufacturer % discount	US Pipe Fab-Spools	50%
Manufacturer % discount	Tyler Union Fittings (import)	38%
Manufacturer % discount	Ford Brass Couplers Curbs corps etc	51%
Manufacturer % discount	Other Ford Items	45%
Manufacturer % discount	Poly & PVC Pipe	2%
Manufacturer % discount	Neptune Meters	10%
Manufacturer % discount	Meritt- Fittings	62%
Manufacturer % discount	Meritt Nipples	94%
Manufacturer % discount	Pollard Water	0% (Free Freight)
Manufacturer % discount	Proselect Bolt & Gasket Packs	50%
Manufacturer % discount	HDPE risers pipe fittings	10%
Manufacturer % discount	Backflows	30%
Manufacturer % discount	Meter Boxes	20%
Manufacturer % discount	Romac	39%
Manufacturer % discount	Ferguson Storm / Geo Items: DSRP	20%
Manufacturer % discount	TPS Items	30%
Manufacturer % discount	ACIPCO Ductile-DSRP	20%
Manufacturer % discount	ADS	10%
Manufacturer % discount	Oldcastle	10%
Manufacturer % discount	US Foundry	10%
Manufacturer % discount	Hydroguard	5%
Manufacturer % discount	Kupferle	10%
Manufacturer % discount	Max Adapters	10%
Manufacturer % discount	Hydrant / Valve repair parts	20%
Manufacturer % discount	FNW Camlocks	40%
Manufacturer % discount	Fernco Standard couplings	68%
Manufacturer % discount	Fernco Shielded Couplings	20%

Ferguson Enterprises

Percent Discount Price Sheets, 22-B-95MC

Manufacturer % discount	Ferguson Tool offerings-DSRP	5%
Manufacturer % discount	ARI Valves	2%
Manufacturer % discount	Ebaa	50%
Manufacturer % discount	Additional import Restraints	50%
Manufacturer % discount	Valve Boxes	10%
Manufacturer % discount	Additional stock items not included elsewhere- Margin % added to cost	14%
Manufacturer % discount	Additional Non stock items not included elsewhere- Margin % added to cost	19%

BID SUBMITTAL FORM

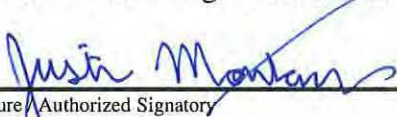
The undersigned hereby declare(s) that [firm name] Ferguson Enterprises LLC (Ferguson Waterworks) has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x 

Signature / Authorized Signatory
Justin Montandon

Printed Name
Municipal Sales

6/6/22

Title

Date

Ferguson Enterprises LLC (Ferguson Waterworks)

Company Name
1470 Bobby Lee Point Sanford, FL 32771

Full Address

407-859-7473

407-859-9561

justin.montandon@ferguson.com

Telephone

Fax

E-mail Address

008995171

54-1211771

Dun & Bradstreet #

Federal I.D. #

1. ITB Documents

27 (18 Mandatory Requirement) - 27/27



1.1. Terms and Conditions

Group - 4 Questions - 4/4

1.1.1. Special Conditions

A. Bid Closing Date

Bids must be received through the Merrell platform before the posted close date/time. Bids received after this time will not be considered.

B. Pre-bid Conference

1. A pre-bid conference will not be held for this solicitation.

C. Authorized Official

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

D. Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 2.1. Total Cost as submitted on Sample Price Sheet (Section 2.2); and,
 - 2.2. Ability to meet availability and delivery requirements as stated in Section Scope of Work Section 1.2.B; and,
 - 2.3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; and,
 - 2.4. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

E. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

F. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

G. Award Term. The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least one hundred sixty (60) days prior written notice to County.
3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 - 3.2. Inform County of the extent to which performance is completed;
 - 3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,
 - 3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

I. New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

By checking yes, the vendor agrees to the special conditions as contained in this section.

Yes/No response Mandatory Requirement

- Yes
 - No
- MR missed

Ferguson Enterprises LLC:

- Yes

1.1.2. General Terms and Conditions

A. Submission of Offers: All offers shall be submitted through the Merrell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

C. Execution of Offer: Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of

the following link:

Join from your computer, tablet or smartphone.

<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

E. Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is

each Bidder's responsibility to check the Merrell web site for any posted answers, and/or solicitation changes at <https://app.negometrix.com/today>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

I. Disadvantaged Businesses: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

J. Local Preference: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

L. Unusual Costs: The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

N. Taxes: County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

O. Payment Terms: Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

P. Discounts: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

R. Brand Name or Equal: If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products

that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

S. Samples: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

T. Silence of Specifications: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

U. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

W. Assignment: Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

Y. Disclosure of Bid Content: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

AA. Infringement Claim: For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of

County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

BB. Sovereign Immunity: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

CC. Patents, Copyright, and Royalties: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

DD. Use of County Logo: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

EE. Training: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

FF. Acceptance: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

GG. Safety Warranty: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

HH. Safety: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

II. Warranty: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

JJ. Award: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

KK. Other Agencies: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

MM. Special Conditions: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

NN. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

OO. Records & Right to Audit: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

PP. Claim Notice: The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

QQ. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

RR. Compliance with Laws and Regulations: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

WW. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

YY. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

ZZ. Disqualification of Bidders: One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

AAA. Debarment: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

BBB. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:
 - 3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**
 - 3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**
 - 3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**
4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving

disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response Mandatory Requirement

- Yes
- No
MR missed

Ferguson Enterprises LLC:

- Yes

1.1.3. **Content of Invitation/Response :**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at <https://app.negometrix.com/today>.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response Mandatory Requirement

- Yes
- No
MR missed

Ferguson Enterprises LLC:

- Yes

1.1.4. **Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open text response Mandatory Requirement

Ferguson Enterprises LLC:

Justin Montandon- Municipal Sales

Jusitn Montandon - Secretarial Certi...(456711).pdf

1.2. Scope of Work

Group - 1 Questions - 1/1

1.2.1. Scope of Work

The County of Volusia is seeking Bids from qualified Contractor(s) to furnish plumbing supplies. The resulting Master Agreement(s) may be used by all County divisions on an as-needed basis. There is no guarantee of any minimum expenditures by the County.

A. Pricing

1. Bidders shall complete Sample Products Price Sheet (Section 2.2), which will be used as a basis for evaluation of Bid submittals. Bidders are not required to bid on every item listed. Substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. As stated in Terms and Conditions Section D. 2.1 , Sample Products Price Sheet prices shall not be the only criterion evaluated for the determination of award for this ITB.
2. All discounts provided on Percent Discount Price Sheet (Sections 2.3, 2.4 and 2.5) shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders may bid a fixed percent discount or a discount that is variable by Manufacturer.
3. Contractor(s) shall be consistent in the method in which discounts are given. The manner in which the Bidder states on the Bid Submittal form is the manner in which the discount(s) shall apply for the term of the resulting Agreement.

B. Delivery/Availability

1. Materials/supplies may be requested to be delivered to any area of the County, but may also be picked up by a County employee with a valid County of Volusia I.D. badge. It is the Contractor's responsibility to obtain a legible signature from any employee picking up materials/supplies.
2. The Contractor may have a retail facility located within sixty (60) miles of 3811 Tiger Bay Road, Daytona Beach, Florida to ensure that parts are available for pick-up on an emergency basis. The Contractor shall provide the County's Project Manager a contact name and number for after hours, weekends, and County recognized holidays for emergency calls. After hours shall be defined as, after 5 p.m. and before 7 a.m., Monday through Friday. Weekend hours shall be defined as any time on Saturday or Sunday. County recognized holiday hours shall be those days as noted on the Volusia County website <https://www.volusia.org/about-us/holidays.shtml>.
3. Non-emergency items shall be available within three (3) business days of order being placed by the County. Emergency items, as determined by the County, shall be available within twenty-four (24) hours of order being placed by the County.
4. County of Volusia will pay shipping fees. Contractor(s) shall provide documentation of delivery charges and list as a separate line on invoice. All shipping shall be FOB Destination.

C. Billing and Payment

1. In order for payments to be processed in a timely manner, all invoices shall be sent to each ordering division. It is the Contractor's responsibility to confirm the invoice address at the time of order. Invoices sent to an incorrect division(s) will result in a delay of payment to the Contractor.
2. Contractor shall clearly show the percentage discount on all receipts, packing lists and/or invoice.

By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.

Yes/No response Mandatory Requirement

- Yes
 - No
- MR missed

Ferguson Enterprises LLC:

- Yes

1.3. Revisions/ Addenda/ Questions & Answers

Group - 1 Questions - 1/1

1.3.1. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response Mandatory Requirement

- Yes
- No
MR missed

Ferguson Enterprises LLC:

- Yes

1.4. Insurance Requirements

Group - 3 Questions - 3/3

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response Mandatory Requirement

- Yes
- No
MR missed

Ferguson Enterprises LLC:

- Yes

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement

coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) **Deductibles.** Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

- 1.4.2. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document upload

Ferguson Enterprises LLC:

[Insurance\(456712\).pdf](#)

- 1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document upload

Ferguson Enterprises LLC:

[Holdharmless\(456713\).pdf](#)

1.5. Forms

Group - 11 Questions - 11/11

1.5.1. Bid Submittal Form

Please fill out and submit the attached **Bid Submittal Form**.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

[Bidsubmittalform\(456714\).pdf](#)

1.5.2. W-9

Please attach current **W-9 Form**.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

[W9 2021 Ferguson \(005\)\(456715\).pdf](#)

1.5.3. Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

[sunbizreport\(456716\).pdf](#)

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urllt/Local-Preference-from-MuniCode.pdf>

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Ferguson Enterprises LLC:

- Yes

1.5.5. **Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urllt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Ferguson Enterprises LLC:

- Yes

1.5.6. **Business Tax Receipt**

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a Proof of Exemption Form, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urllt/Proof-of-Exemption.pdf>.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml>

Document upload

Ferguson Enterprises LLC:

[Volusia_Excise_LicenseOnDemand_6753_...\(456717\).pdf](#)

1.5.7. **Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response Mandatory Requirement

- **Yes** - triggers
- **No**

Ferguson Enterprises LLC:

- **No**
MR missed

1.5.8. **Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Ferguson Enterprises LLC:

- **Yes**

1.5.9. **Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Ferguson Enterprises LLC:

- Yes

1.5.10. **Drug-Free Workplace**

By selecting "Yes", Rspndent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
MR missed

Ferguson Enterprises LLC:

- Yes

1.5.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response Mandatory Requirement

- **Yes**
- **No** - triggers

Ferguson Enterprises LLC:

- Yes

1.6. Additional Information

Group - 6 Questions - 6/6

1.6.1.

Please provide your delivery and/or availability timeframe:

1. Non-emergency items shall be available within three (3) business days of order being placed by the County.
2. Emergency items, as determined by the County shall be available with in twenty-four (24) hours of order being placed by the County.

Open text response

Ferguson Enterprises LLC:

Communication will be made with the county to determine items that our local service facility can stock for them. We will ensure multiple delivery options to meet delivery requirements on available items

1.6.2.

Do you accept electronic funds transfer (EFT)?

Yes/No response

- **Yes**
- **No**

Ferguson Enterprises LLC:

- Yes

1.6.3.

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

Ferguson Enterprises LLC:

0

1.6.4.

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

Ferguson Enterprises LLC:

no

1.6.5.

Please submit your total number of employees.

Numeric response

Ferguson Enterprises LLC:

35000

1.6.6.

Are you a sole proprietor?

Yes/No response

- Yes
- No

Ferguson Enterprises LLC:

- No

1.7. References

Group - 1 Questions - 1/1

1.7.1. References

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

[VolusiaCountyreferences\(456718\).pdf](#)

1.8. Definitions

Group - 0 Questions - 0/0

Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

HOLD HARMLESS AGREEMENT

I, Justin Montandon *Justin Montandon*, (print owner's name), am the owner *Municipal Engineer* of Ferguson Enterprises LLC / (Ferguson Waterworks) (print company name), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (the above-named business) entered into a Contract for Plumbing Supplier (please insert name of Contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Municipal Salesman

Owner: Justin Montandon (print name)

(signature)

Justin Montandon

Employee 1: Mark Stokes (print name)

(signature)

Mark Stokes

Employee 2: Mark Fowler (print name)

(signature)

Mark Fowler

Employee 3: Chuck Grimstead (print name)

(signature)

Chuck Grimstead

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 7 day of June, 2022, by Justin Montandon, who is/~~is~~ personally known to me or who has/have produced _____ as identification.



(Seal)

Michael Catalano
NOTARY PUBLIC - STATE OF Florida

Type or print name:

Michael Catalano

Commission No.: HH167240

Commission Expires: 8-19-2025

2022 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M19000003601

Entity Name: FERGUSON ENTERPRISES, LLC

Current Principal Place of Business:

12500 JEFFERSON AVE.
NEWPORT NEWS, VA 23602

Current Mailing Address:

12500 JEFFERSON AVE.
NEWPORT NEWS, VA 23602 US

FEI Number: 54-1211771

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408 US

FILED
Apr 15, 2022
Secretary of State
1392683938CC

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR, DIRECTOR, CFO
Name BRUNDAGE, WILLIAM S
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title MGR, DIRECTOR, COO
Name HUTCHERSON, ALEX B
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title MGR, DIRECTOR, PRESIDENT, CEO
Name MURPHY, KEVIN M
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title MGR, DIRECTOR, SENIOR VICE PRESIDENT, SECRETARY
Name GRAHAM, IAN T
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title ASST. TREASURER
Name CROWDER, BRENDA L.
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
Name COOPER, JAMES L.
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
Name GALLO, ERIC A.
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
Name RICE, WESLEY E.
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM S BRUNDAGE

DIRECTOR, BY KAYLA 04/15/2022
BLACKWELL, ATTORNEY-
IN-FACT

Electronic Signature of Signing Authorized Person(s) Detail

Date

Authorized Person(s) Detail Continued :

Title ASSISTANT SECRETARY
Name YUTESLER, JULIE A.
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title VP TAX
Name DUBOIS, REBECCA S
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title ASST. SECRETARY
Name ADCOX, STEVEN R
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

Title VP, TREASURER
Name MCELHANNON, SHAUN
Address 12500 JEFFERSON AVE.
City-State-Zip: NEWPORT NEWS VA 23602

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 199112260004 Expires: September 30, 2022

Business Location: 840 JIMMY ANN DR

Business Name: FERGUSON ENTERPRISES LLC

Owner Name: FERGUSON ENTERPRISES LLC

Mailing Address
ATTN: TAX-BAL
PO BOX 2778
NEWPORT NEWS, VA 23609

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Retail / Wholesale Sales		482	5	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 09/09/2021
RECEIPT #: 449714
TOTAL TAX: \$30.00
PENALTY: \$0.00

TOTAL PAID: \$30.00



Business Name: FERGUSON ENTERPRISES LLC

Owner Name: FERGUSON ENTERPRISES LLC

Mailing Address
ATTN: TAX-BAL
PO BOX 2778
NEWPORT NEWS, VA 23609

Account #: 199112260004

Expires: September 30, 2022

Business Location: 840 JIMMY ANN DR

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FERGUSON US HOLDINGS, INC.

2 Business name/disregarded entity name, if different from above
FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12500 JEFFERSON AVENUE

6 City, state, and ZIP code
NEWPORT NEWS, VA 23602

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	4	-	1	4	7	3	3	3	8
---	---	---	---	---	---	---	---	---	---

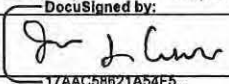
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

DocuSigned by:

Sign Here Signature of U.S. person ► 

Date ► January 12, 2021 | 2:43 PM EST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names and Disregarded Entities

Entity Name
ACF Environmental
Action Automation, a Wolseley Industrial Group company
Action Plumbing Supply
Action Supply Co.
ADL
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
BAC Appliance Center
Bath + Beyond
Blackman Plumbing Supply
Brock-McVey
Bruce-Rogers Company
Cal-Steam
Capital Distributing
City Lights Design Showroom
CFP
Clarksville Lighting & Appliance
Cline Contract Sales
Columbia Pipe & Supply LLC
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen & Lighting Gallery
Ferguson Enterprises of Virginia, LLC
Ferguson.com
Ferguson Direct
Ferguson Facilities Supply (FEI)
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC
Ferguson HVAC – Air Cold
Ferguson HVAC – EastWest Air
Ferguson HVAC – Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace

Entity Name
Grand Junction Pipe
Industrial Hub of the Carolinas
Innovative Soil Solutions
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co.
Karl's Appliances
Kitchen Art
Lighting Design Center
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
McFarland Supply
Michigan Meter
Mission Valley Pipe
Mississippi Utility Supply Co. (MUSCO)
Old Dominion Supply
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Rencor Controls
Robertson Supply
Renwes Sales
Reese Kitchen, Bath & Lighting Gallery
S.W. Anderson
SG Supply Co.
SOS Sales
Tarpon Wholesale Supplies
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Wallwork
Waterworks Industries
Webb Distributors
Westfield Lighting
Wolseley Financial Services
Wolseley Industrial Group
WPCC Forwarding
Wright Plumbing Supply
Updated 1/14/2021

BOA - Atlanta - 100286
FERG# (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number)
Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA - Boston - 417592
FERG# (Main branch number)
PO Box 417592
Boston, MA 02241-7592

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number) LB# 417592
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

BOA - Dallas - 847411
FERG# (Main branch number)
PO Box 847411
Dallas, TX 75284-7411

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75202

BOA - Los Angeles-740827
FERG# (Main branch number)
PO BOX 740827
Los Angeles, CA 90074-0827

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest
FERG# (Main branch number)
PO Box 802817
Chicago, IL 60680-2817

OVERNIGHT - PKGS
PNC Bank Lockbox Services
FERG# (Main branch number)
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC - Pittsburgh - 644054
FERG# (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054

Overnight Address
PNC Bank Lockbox Services
FERG# (Main branch number) LB# 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219



To Whom It May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Ferguson's parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at jennifer.pabon@ferguson.com or 757-223-6893.

Regards,

Jennifer Pabon
Indirect Tax Manager
Ferguson Enterprises LLC

FERGUSON

12500 Jefferson Avenue
Newport News, VA 23602
Phone (757) 874-7795

OGDEN UT 84201-0046


026530.818042.192951.21554 1 MB 0.428 699



 **FERGUSON ENTERPRISES LLC**
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

 The IRS address must appear in the window.

BODCD-LM

0423488685

Use for payments

Letter Number: LTR3064C
Letter Date : 2019-06-06
Tax Period : 000000

INTERNAL REVENUE SERVICE

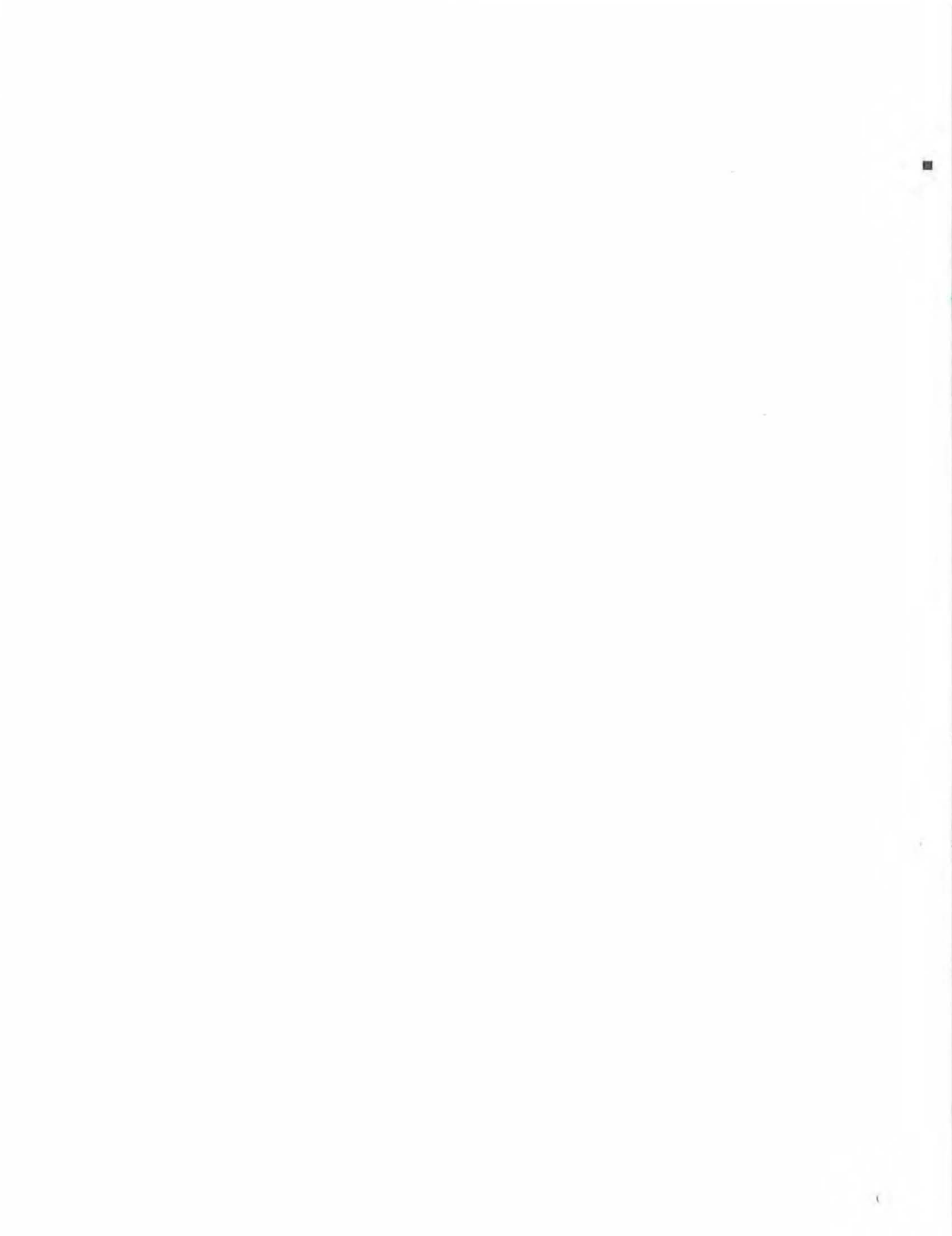
OGDEN UT 84201-0046

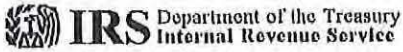


541211771

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

541211771 XF FERG 00 2 000000 670 000000000000





OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00

00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

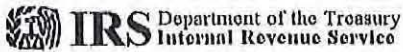
Sincerely yours,



Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter





OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314



026530

Taxpayer identification number: 54-1211771
0423488685

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Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

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When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

REFERENCES

Agency #1	City of St. Cloud	
Address	1300 9th Street	
City, State, ZIP	St. Cloud , Fl 34769	
Contact Person	Larry Cassidy	
E-mail	Lcassidy@stcloud.org	Phone: 407-908-0237
Date(s) of Service	2020-2025	
Type of Service	Pipes Valves and Fittings similar in nature to the ones requested on this Solicitation	
Comments:	Longterm customer of over 20 years. Additional information available.	
Agency #2	City of Orlando	
Address	400 South Orange Avenue	
City, State, ZIP	Orlando, Fl 32801	
Contact Person	Angela L. Thomas	
E-mail	angela.thomas@orlando.gov	Phone: 407-246-2563
Date(s) of Service	2018-2022	
Type of Service	Provided Pipes valves and fittings similar in nature to the ones on this contract.	
Comments:	Longterm customer of over 20 years. Additional information is available	
Agency #3	Seminole County	
Address	3300 Dike Road	
City, State, ZIP	Winter Park, Fl 32792	
Contact Person	Renee Roy	
E-mail	nroy@seminolecountyfl.gov	Phone: 407-665-2729
Date(s) of Service	2020-2025	
Type of Service	Pipes valves and Fittings similar in nature to the ones on this contract	
Comments:	Longterm customer of over 18 years. Additional information is available	

2. Pricing Sheet

5 (1 Mandatory Requirement) - 5/5



- 2.1. Price
Price Mandatory Requirement

Ferguson Enterprises LLC:

- \$ 3556.64

PRICE SHEET INSTRUCTIONS

Sample Products Price Sheet, Section 2.2 - Bidders shall fill out the representative samples of plumbing products listed in Section 2.2. This information will be utilized as a basis for price comparison of like items between Bidders. While Bidders are not required to bid on every item listed, substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. The percent discount shall be entered on the price sheet as a decimal not a percent, for example .05 instead of 5%.

Fixed Percent Discount, Section 2.3 - Bidders may bid a fixed discount percent. Bidders shall input discount as a percent (%). All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement.

Percent Discount by Manufacturer, Section 2.4 - Bidders may bid a discount by Manufacturer, and may be variable discount by Manufacturer. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders shall input discount as a percent (%). If additional lines are required for listing manufacturers and the corresponding discounts, please fill-out response in Section 2.5 - Additional Manufacturers (as needed).

Section 2.5 Additional Manufacturers (as needed) Percent Discount by Manufacturer

This section is provided for Bidders to list additional Manufacturers and discounts as needed. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public and percentages shall remain firm for the term of Agreement. Bidders shall input discount as a percent (%).

- 2.2. Sample Products Price Sheet
Product list - 25 rows

Ferguson Enterprises LLC:

- 2.3. Fixed Percent (%) Discount
Product list - 1 rows

Ferguson Enterprises LLC:

- 2.4. Percent (%) Discount by Manufacturer
Product list - 25 rows

Ferguson Enterprises LLC:

- 2.5. Additional Manufacturers (as needed) - Percent (%) Discount by Manufacturer
Product list - 50 rows

Ferguson Enterprises LLC:

DO NOT USE. Bidders shall use product list #2.5 Additional Manufacturers (as needed).

Section 2.5 Additional Manufacturers (as needed). This section is provided for Bidders to list additional Manufactures and discounts as needed. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public.

1.

Ferguson Enterprises

Sample Product Price Sheet, 22-B-95MC

Description	Current Retail Price	Percent Discount - MUST BE ENTERED AS DECIMAL NOT A % (ex .05 not 5%)	Total
Delta 400 Kitchen Faucet	\$197.85	0.40	\$118.71
Delta 501 Lavatory Faucet	\$162.40	0.40	\$97.44
Delta 2171 Bar Sink	\$169.05	0.38	\$104.81
Brasscraft #CR19 Angle Stop (5-pack)	\$34.45	0.10	\$31.01
3/4" Fullport Ball-Valve	\$44.18	0.50	\$22.09
50 gallon/ 220 volt water heater	\$572.93	0.20	\$458.34
3/4" CPVC - 20 ft.	\$74.40	0.80	\$14.88
3/4" Type L Copper Pipe - 20 ft.	\$160.00	0.27	\$116.80
3/4" Schd. 40 PVC Pipe - 20 ft.	\$39.34	0.55	\$17.70
2" Schd. 40 PVC pipe - 20 ft.	\$127.30	0.55	\$57.29
Elongated toilet seat, open front - Less Cover (Box of 6)	\$208.68	0.40	\$125.21
Sloan A-36-A Repair Kit	\$34.70	0.40	\$20.82
Sloan B-50 Handle Repair Kit	\$5.40	0.40	\$3.24
Sloan V-551 Vacuum Breaker	\$4.90	0.40	\$2.94
Sloan 110YB Flushometer	\$238.00	0.40	\$142.80
Fluid Master Pro 45B Ballcocks	\$45.00	0.20	\$36.00
Korky Red #2001 Flappers	\$6.30	0.35	\$4.10
Coast Flappers	\$16.42	0.45	\$9.03
PVC Glue - 1 gallon	\$56.33	0.67	\$18.59
PVC Cleaner - 1 gallon	\$84.00	0.67	\$27.72
1 1/2" PVC Master Trap	\$3.67	0.60	\$1.47
Elkay EZ8 water cooler	\$1,186.00	0.60	\$474.40
Liberty 1hp PRG-Series pump	\$1,706.00	0.20	\$1,364.80
American Standard 2 piece Commercial Cadet series toilet	\$418.00	0.53	\$196.46
Woodford 3/4" Chrome hosebib	\$100.00	0.10	\$90.00

\$3,556.64

Ferguson Enterprises
Percent Discount Price Sheets, 22-B-95MC

Fixed % Discount	
Description	Fixed Percent Discount (to be entered as %)
Fixed % Discount	1

Percent Discount by Manufacturer		
Description	Manufacturer Lists	Percent Discount to be entered as a % (ex. 10%)
22560	22564	22562
Manufacturer % discount	Sloan repair items	40%
Manufacturer % discount	Delta Faucet	40%
Manufacturer % discount	Brass Craft angle stops	50%
Manufacturer % discount	Oatey cement / cleaners	67%
Manufacturer % discount	Liberty	20%
Manufacturer % discount	American Flow Control hydrants	52%
Manufacturer % discount	American Flow Control- valves	32%
Manufacturer % discount	American Flow Control-parts	20%
Manufacturer % discount	US Pipe Fab-Spools	50%
Manufacturer % discount	Tyler Union Fittings (import)	38%
Manufacturer % discount	Ford Brass Couplers Curbs corps etc	51%
Manufacturer % discount	Other Ford Items	45%
Manufacturer % discount	Poly & PVC Pipe	2%
Manufacturer % discount	Neptune Meters	10%
Manufacturer % discount	Meritt- Fittings	62%
Manufacturer % discount	Meritt Nipples	94%
Manufacturer % discount	Pollard Water	0% (Free Freight)
Manufacturer % discount	Proselect Bolt & Gasket Packs	50%
Manufacturer % discount	HDPE risers pipe fittings	10%
Manufacturer % discount	Backflows	30%
Manufacturer % discount	Meter Boxes	20%
Manufacturer % discount	Romac	39%
Manufacturer % discount	Ferguson Storm / Geo Items: DSRP	20%
Manufacturer % discount	TPS Items	30%
Manufacturer % discount	ACIPCO Ductile-DSRP	20%



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 11/8/2023 Amount:
Department: Community Development Account #:
Subject: Request Approval of the Preliminary Plat for Phase 5 of the Grand Reserve Master Planned Subdivision.
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Infrastructure

ATTACHMENTS:

Description	Type
Notice Regarding Plat Sheets	Exhibit
Notice Regarding Construction Plans	Exhibit

Summary/Highlights:

This is a request for a preliminary plat approval for phase 5 of the Grand Reserve Master Planned Subdivision, which the Planned Unit Development (PUD) agreement was amended and approved in January of 2023.

Background:

DR Horton and Deer Run Community Development District (CDD) are the current owners of the subject parcels that are requesting a preliminary plat approval of Phase 5 of the Grand Reserve Master Planned Subdivision.

The subject 20.12+/- acre area will be subdivided to create a total number of 112 40'x120' single-family residential lots and various tracts that are assigned for use as open space or infrastructure which includes, but not limited to, roads and lift station, etc. The preliminary plat is consistent with the construction plans and adheres to the City's 2035 Comprehensive Plan and Section 30-53 of the Land Development Code.

Staff Recommendation:

Approve the preliminary plat and construction plans for Phase 5 of the Grand Reserve Master Planned Subdivision that will bear a total of 112 single-family residential lots.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

**To view a copy of the
proposed Plat,
please visit the
Community
Development
Department
at
604 E Moody Blvd. Unit 6**

**To view a copy of the
proposed Site Plan,
please visit the
Community
Development
Department
at
604 E. Moody Blvd. Unit
6**



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 11/8/2023 Amount:
Department: Community Development Account #:
Subject: Request approval for the Steel Rail Industrial Park Replat II.
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Notice Regarding Plat Sheets	Exhibit

Summary/Highlights:

This is a request to replat lots 8 and 9 of the Steel Rail Industrial Park Replat as recorded in Map Book 37, Pages 55 and 56 in the Public Records of Flagler County, Florida.

Background:

The applicant, Sparks Concrete LLC, is requesting approval of this replat application. During the review of their major site plan application for lot 9 of the Steel Rail Industrial Park, it was discovered that the project would span over two lots, one of which was not recognized in the recorded plat and, therefore, was not approved by the City. This prompted the applicant to replat these two lots.

The re-platting of lots 8 and 9 conform with the zoning requirements regarding lot size and lot width within the L-1, Light Industrial zoning. This request has also been reviewed for conformity with state platting requirements by the City Surveyor and has received his sign off as well.

Staff Recommendation:

Approve the Steel Rail Industrial Park Replat II that will replat lots 8 and 9 of the Steel Rail Industrial Park.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved for agenda

**To view a copy of the
proposed Plat,
please visit the
Community
Development
Department
at
604 E Moody Blvd. Unit 6**



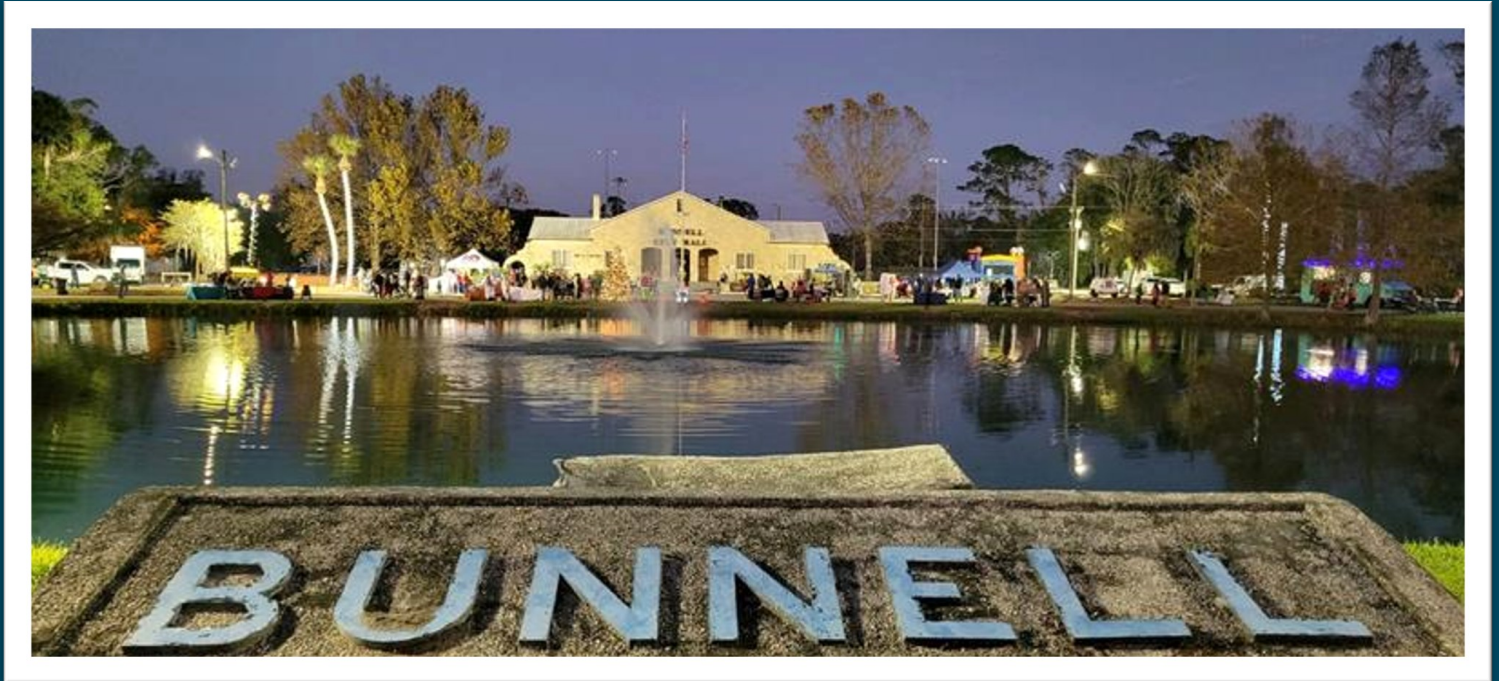
City of Bunnell, Florida

ATTACHMENTS:

Description
City Manager Report

Type
Exhibit

City Manager's Monthly Report



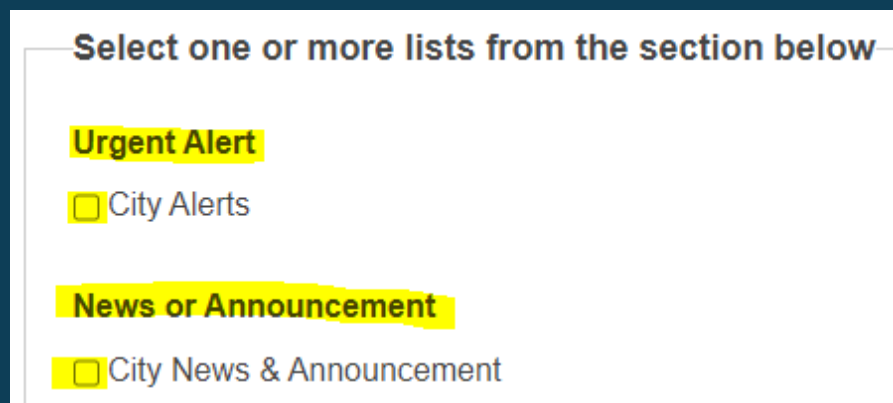
Dr. Alvin B. Jackson, Jr.
City Manager
For October 2023

Published: November2023

City News, Announcement and Alerts

The City uses it's website to send out important notifications. This could be storm related information and alerts, emergency operations information, boil water notices, City event details and any other information the City may need to share with citizens quickly.

If you are not currently subscribed to get notifications from the City, please register now. You register from www.bunnellcity.us , click the subscribe button in the middle of the page and then complete the fields on the next page. To get the alerts the City sends out, make sure that the buttons next to City Alerts and City News & Announcements are checked.



Select one or more lists from the section below

Urgent Alert

City Alerts

News or Announcement

City News & Announcement

Did you know?

The City Manager Report is published with the second Commission Meeting agenda of each month; however, it is also published to the City's website. You can see back issues of the report and see what is going on within the City by reviewing this report every month.

In the Community



October 13, 2023– City Manager Jackson with Representative Renner

October 25, 2023
– Business Incentive Program check presentation to Vidya Herbs USA





October 25, 2023 Legislative Luncheon
Mayor Robinson, Representative Renner, Vice Mayor Rogers
and City Manager Jackson

Halloween



October 27, 2023 Trunk or Treat at Lake Lucille

New Solid Waste Truck

In April the Commission authorized the purchase of a new Solid Waste Truck. Since August the City has been informed to expect delays in the delivery of the truck. At the end of October, the new truck was delivered. The City logo will be placed on the doors and the body of the truck in the next month.



Thank You EPIC Church!!!

This month, volunteers from EPIC Church completed some service projects at Municipal Park. They did a great job restoring the butterfly garden and helping to remove some old structures on the property.
THANK YOU EPIC CHURCH!!!!



City Commission Mission Statement

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

Core Values

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

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



Mission Statement

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

Vision Statement

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

Park Updates, Facility Rentals and Garage Sale Permits

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

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



FACILITY ALERTS

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

Garage Sale Permits:

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

Information Technology

Spending a lot of time in to the design of the new building.

Assisted the PD in deploying their new body cameras. Sat in on a pre-deployment meeting where the network requirements were identified. Modified the network, and wired the new docking stations. Once all of the new cameras were deployed, assisted in taking down the old docking stations.

Assisted the PD in deploying upgrades to Evidence and Records Management system they utilize. They purchased bar code printer, scanner, handheld scanner, and a signature pad as enhancements to their record management. Installed the peripherals. They are working with the County to configure the system.

An errant sensor in the Evidence Building caused the building not to be alarmed for a couple days. Assisted the PD in downloading all of the video from the building for the time the alarm was down.

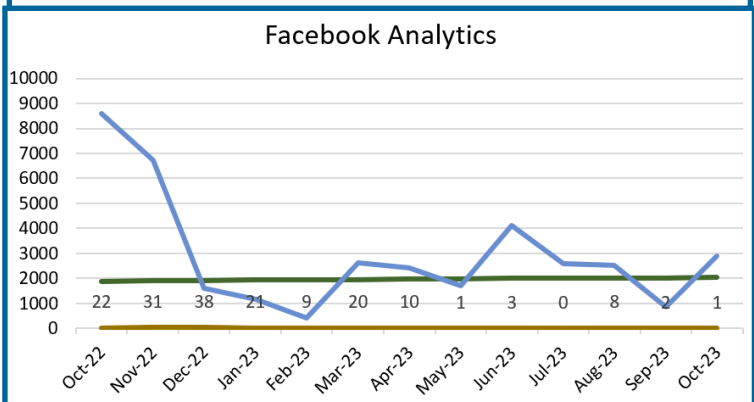
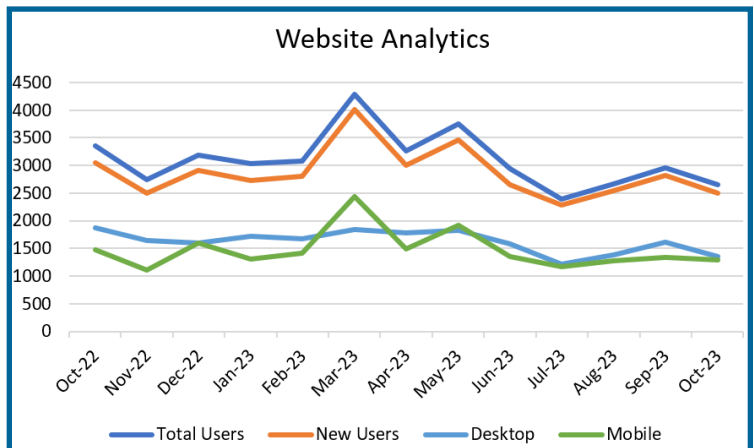
Assisted Finance with the Audit. Changes in auditing require us to identify multi year software subscriptions. Researched and provided these for the auditors to review.

CivicPlus, our website hosts, have advised they are not renewing our contract with them. They have some new terms and conditions they have sent us. Our attorney's are looking into the document.

Some of our copier leases are coming to term. Worked with our vendor to identify units to keep, and others to return with an update quote, and new per click pricing for a savings.

Top 10 web pages:

- | | |
|------------------------|----------------------|
| 1. Home Page | 6. Agendas |
| 2. Police | 7. Contact Directory |
| 3. Open Positions | 8. Local Business |
| Tax | |
| 4. Advanced Search | 9. Police Chief's |
| Bio | |
| 5. Building Permitting | 10. Chief's Corner |



City Clerk Office

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

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

- Working with contractor for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall (agreements executed in October). A reduced scope of work is being prepared and plans will need to be approved.
- Contacts with the State regarding appropriation money awarded to the City for Coquina City Hall.
- The RFP for Coquina Reconstruction Phase 1 was re-bid with a reduced scope of work. It was released on August 14, 2023. Bid opening was held September 19, 2023. The Selection Committee met October 5th to score/rank bids for a recommendation to the City Commission. The Commission authorized negotiations with one of the bidders at the October 23rd Commission Meeting.
- Planning for Truck or Treat, Halloween in Bunnell and Christmas in Bunnell.
- Planning for the January 2024 Commission Advance started.
- Working with Finance for Solid Waste Impact Fee Study to be approved by the City Commission.

Business Tax Receipts (BTRs)

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

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

In the month of October 161 businesses either renewed their BTR or received their initial BTR. The City collected \$18,250.28 in BTR and Fire Inspection fees this month; this includes the fees for renewals and newly issued local business tax receipts.

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

ANNIVERSARIES:

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

Alvin B. Jackson—10/01/2018

Adrian Calderin—10/18/2021



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

October 5– Jessica Sheeler, Assistant Project Manager

WE ARE HIRING. OPEN POSITIONS:

Police Officer

Police Officer Sponsorship

WE ARE ACCEPTING APPLICATIONS:

Utilities Maintenance Technician I

Utilities Maintenance Technician II

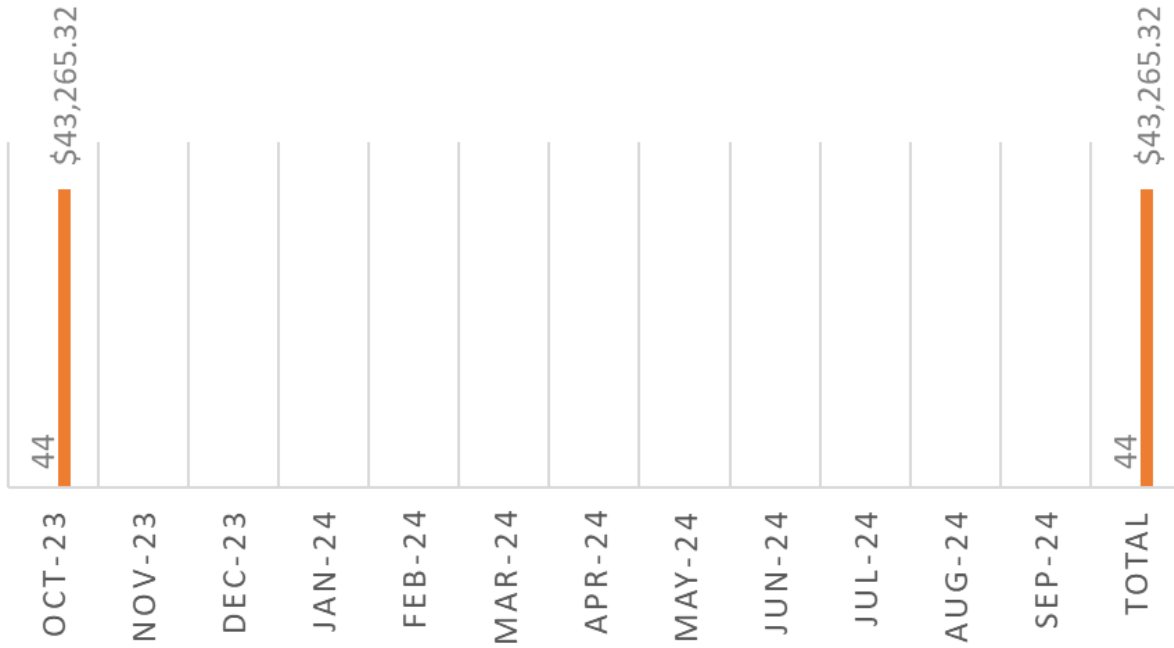
Utilities Maintenance Technician III



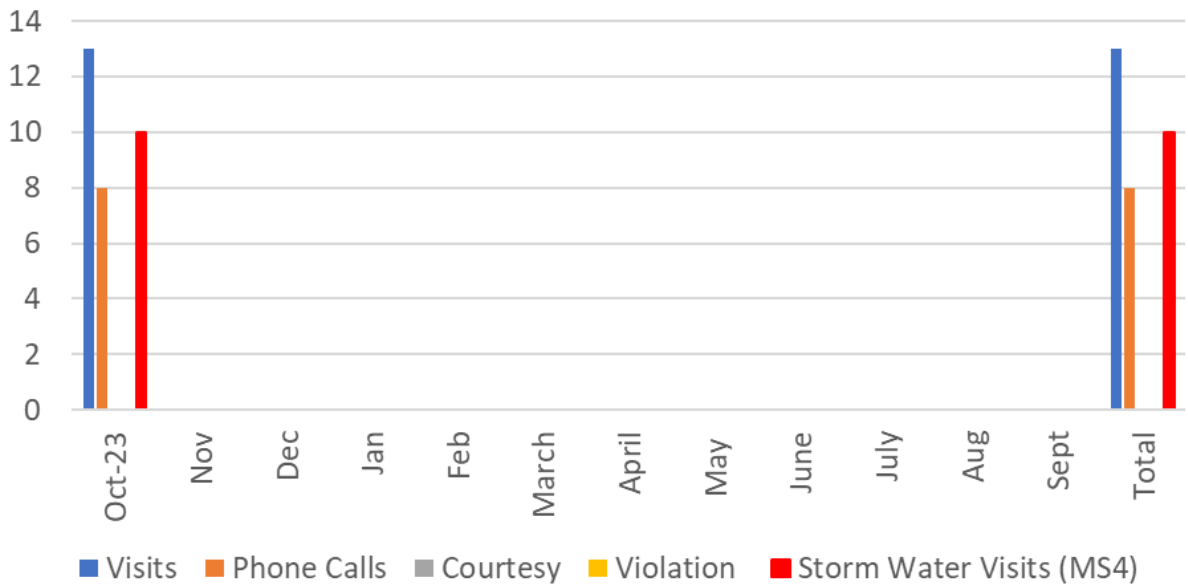
Community Development

PERMITS

of Permits Permit Amount

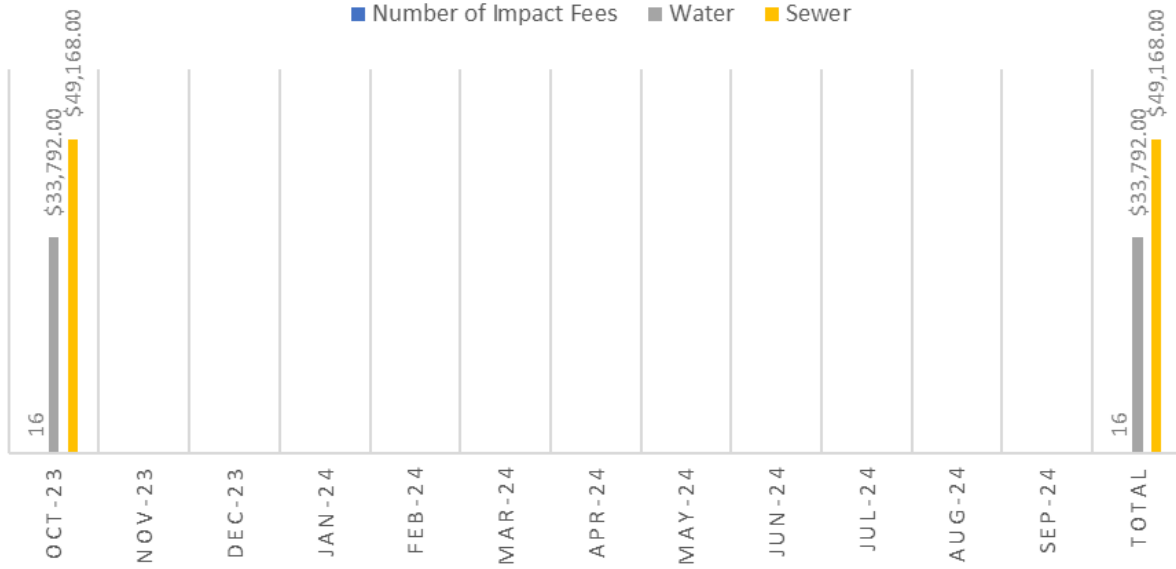


Code Enforcement

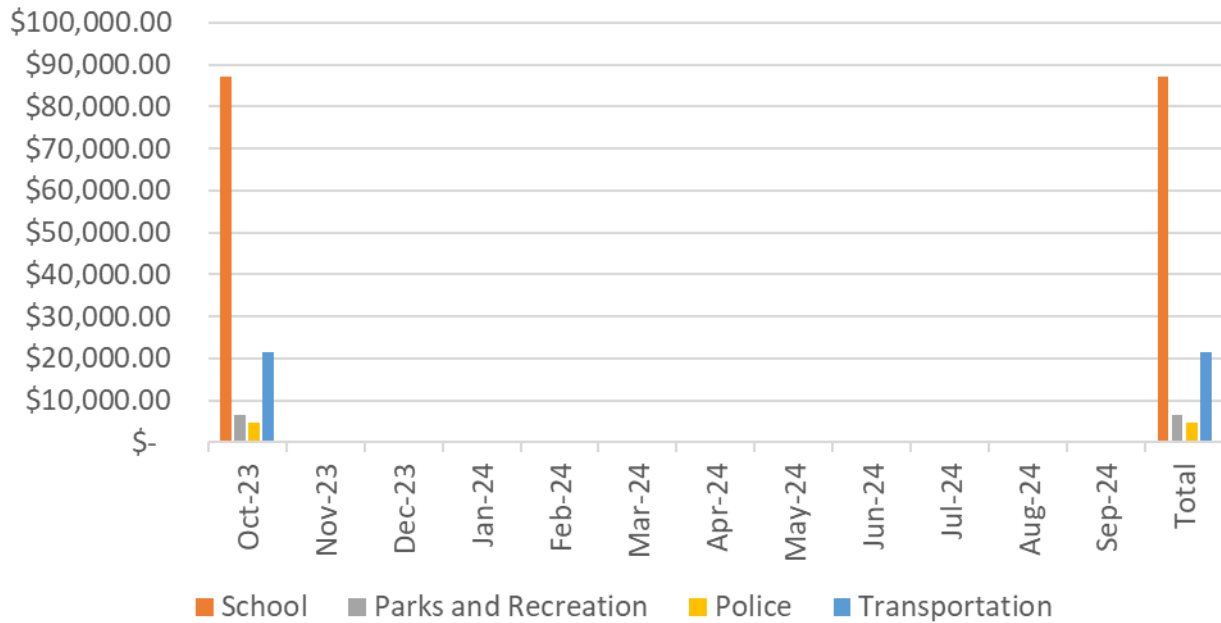


Community Development

IMPACT FEES WATER/SEWER



Impact Fees General Fund



Projects

Grant Projects:

	Expense	Grant Amt
Community Development Block Grant (CDBG) - Hymon:	\$ 19,250	\$ 700,000

This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project would be the clearing and widening of the main drainage canal running from E. Short St. and Hymon Circle south along US1 to our MS4 outfall. This will increase drainage capacity for the entire southeastern quadrant of the city. Finally, a dirt service road would be constructed to access the canal for future maintenance by the city.

In the process of receiving permits from SJRWMD and completing plans and specs for DEO approval.

HMGP Permanent Generator:

	\$ 300,000
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Purchase and installation of a 150kw backup generator with 500-amp ATS and docking station. When the new Administration/PD building is constructed, this will ensure the City of Bunnell's Police Department and essential staff are able to conduct operations in the event of loss of power during natural emergencies.

Application submitted on 08/29/2023 via the FDEM portal.

Master Plan Projects / Capital Projects:

	Expense	Funding Amt
Wastewater Treatment Plant Rehab/Expansion Construction:	\$272,764	\$ 33,820,022

The project entails design, permitting, funding assistance, and construction administration services to rehabilitate the existing plant and expand the treatment capacity to 1.20 MGD.

Weekly meetings continue and compiling information in preparation of 75% Estimate.

MP Gravity Collections System Renewal & Replacement:	\$59,309	\$ 63,620
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Annual 10-Manhole Repair and Line.

Project complete

Capacities WTP/WWTP

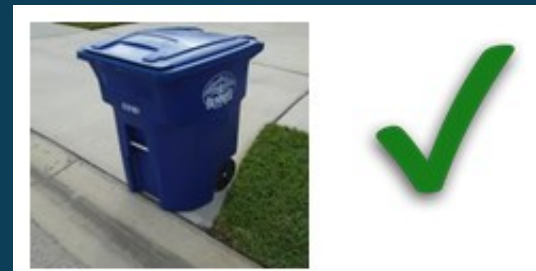
- Capacity for the WWTP in October 2023 was 91% with a total of 6.26" of rainfall. Total influent flow for the month was 16.844MG, with a Daily Average flow of 0.543MGD. Maximum daily flow was 10/13/2023 at 0.932MGD, 155% capacity for the day.
- Total Reclaim Flows October 2023 4.495MG with Daily Average flow of 0.145MGD.
- The WTP produced 12.300MG of drinking water, with a daily production average of 0.399MGD in October 2023. Maximum daily flow was 0.725MGD
- Billed meters October 2023- 2179

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	118.96 Tons	9.15
Residential Recycle	31.19 Tons	2.39
Yard Waste	76 Yards	3.8
Commercial Garbage	238.10 Tons	18.31
Commercial Cardboard	22.88 Tons	1.76
Scrap Metal	0 Tons	0
Construction & Demolition and Bulk debris	22.73 Tons	6.49
Waste Tires	0 Tons	0

Cart Placement Regulations and Guidelines

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



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

Solid Waste Fiscal Year Comparisons

	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Commercial Solid Waste	1995.58 Tons	2374.65 Tons	2622.54 Tons	238.10 Tons
Residential Solid Waste	1546.61 Tons	1446.87 Tons	1527.89 Tons	118.96 Tons
Cardboard & Recycle	623.3 Tons	582.61 Tons	594.12 Tons	54.07 Tons
Yard Waste	1153 Yards	1203 Yards	3333 Yards	76 Yards
Construction & Debris (C&D)	574.58 Tons	319 Tons	346.56 Tons	22.73 Tons
Scrap/Misc.	4.27 Tons	16.44 Tons	29.26 Tons	0
Yearly Total	5897.34	5942.57	8453.37	509.86

Police Development

October 2023

	This Month	Same Month Last Year	Year to Date
Residential Burglaries	1	0	7
Vehicle Burglaries	0	0	5
Business Burglaries	1	2	6
Auto Thefts / Recovered	1 / 1	3 / 1	4 / 13
Traffic Crashes	23	22	176
Traffic Stops	478	380	2,912
- Citations	77	90	586
- Written Warnings	131	138	1,087
Warrants Attempted / Served	11 / 7	14 / 9	119 / 51
Reports Written	109	131	1,080
Arrests	27	21	236
- Felony	13	9	102
- Misdemeanor	14	12	134
Criminal Charges Filed	37	39	341
- Felony	17	16	163
- Misdemeanor	20	23	178
Public Records Requests	48	18	338
Security Checks	2,193	1264	15,355
Community Policing	193	419	2,201