

**City of Holly Hill, Florida  
City Commission  
Agenda | November 11, 2025**

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**City Commission Chamber**

**Regular City Commission and CRA  
Meeting**

**6:00 PM**

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**City Hall  
1065 Ridgewood Avenue  
Holly Hill, FL 32117**

City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448



City Commission Chamber  
City Hall  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

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**CITY COMMISSION Members**

**Mayor**  
John Penny

**District 1 - Commissioner**  
Debra Snow

**District 3 - Commissioner**  
Jeffrey DeLanoy

**District 2 - Commissioner**  
Penny Currie

**District 4 - Commissioner**  
Roy Johnson

**City Manager**  
Joseph Forte

**City Clerk**  
Valerie Manning

**1. Call to Order**

- a. Roll Call
- b. Invocation by City Commissioner Jeffrey DeLanoy
- c. Pledge of Allegiance

**2. Presentations - None****3. Recess the CC Mtg and Convene as the CRA****4. CRA Agenda Item(s)**

1. 2025-R-91 - CRA - Overhead to Underground Conversion Project - Electrical Conversion CEI

(Requested by Steven Juengst, Deputy Public Works Director)

**5. Adjourn as the CRA & Reconvene the CC Mtg****6. Public Comments**

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

**7. Approval of Minutes**

1. Minutes - October 28, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

**8. Consent Agenda**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. 2025-R-92 - Ford F-750 Dump Truck Purchase

(Requested by Steven Juengst, Deputy Public Works Director)

2. 2025-R-93 - Declaring Identified Items as Surplus

(Requested by Scott Gutauckis, Information Technology Manager)

3. 2025-R-94 -The Alternative Asphalt

(Requested by Michele Moore, Finance Director)

**9. Regular Agenda**

1. 2025-R-95 - Immigration Grant Program (IG037) - FY25-26

(Requested by Byron Williams, Police Chief)

2. 2025-R-96 - Overhead to Underground Conversion Project - Electrical Conversion CEI

(Requested by Steven Juengst, Deputy Public Works Director)

3. 2025-R-97 - Budget Resolution Carry Over Funds from FY24-25 to FY25-26

(Requested by Michele Moore, Finance Director)

4. 2025-R-98 - FY2024-2025 Adopted Budget - Final Amendment

(Requested by Michele Moore, Finance Director)

5. FIRST READING - Ordinance 3093 - Proposed Charter Amendments

(Requested by Joseph Forte, City Manager)

6. Request for Lien Reduction - 1100 Ridgewood Avenue

(Request by Joseph Forte, City Manager)

**10. Public Hearings**

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Murphy Oil Special Exception

(Requested by Brian Walker, City Planner/Assistant City Manager)

**11. Communications**

- a. City Manager Comments
- b. City Attorney Comments

- c. Mayor Comments
- d. City Commission Comments

## 12. Adjournment

**Website Address – [www.hollyhillfl.org](http://www.hollyhillfl.org) (City Clerk)**

**Notice** – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/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 to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441.



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's office

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than 3 days prior to the proceedings.

## **DISCUSSION:**

On October 14, 2025, the City Commission approved an agreement with Carter Electric to provide the electrical service conversions related to Phase III of the Overhead to Underground Utility Conversions Project. In order to ensure that work is done to the specifications of the design, the City sought a proposal from Mead & Hunt to provide services to include: Construction Contract Administration and Engineer of Record Services, Construction Observation and Project Management. The total cost of this proposal is \$68,720.40. A copy of the proposal is included under “Exhibit A”.

Mead & Hunt is a continuing services consultant for the city via resolution 2022-R-23. A copy of the continuing services agreement is included under “Exhibit B”.

## **FINANCIAL ANALYSIS:**

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139 8110-580-6300 for Phase III of the Overhead to Underground Utility Conversions Project. \$78,924.01 remains in the budget to provide for the CEI services with a proposed cost of \$68,720.40.

## **STAFF RECOMMENDATION:**

Approve an agreement with Mead & Hunt from the provision of CEI services for the electrical service conversions portion of Phase III of the Overhead to Underground Utility Conversions project at a cost of \$68,720.40 and authorize the City Manager to execute the same.

## **COMMISSION GOAL:**

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention

## **MOTION:**

**APPROVE AN AGREEMENT WITH MEAD & HUNT FOR THE PROVISION OF CEI SERVICES FOR THE ELECTRICAL SERVICE CONVERSIONS PORTION OF PHASE III OF THE OVERHEAD TO UNDERGROUND UTILITY CONVERSIONS PROJECT AT A COST OF \$68,720.40 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

**RESOLUTION 2025-R-91**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD & HUNT, INC., FOR THE PROVISION OF CEI SERVICES FOR THE ELECTRICAL SERVICE CONVERSIONS PORTION OF PHASE III OF THE OVERHEAD TO UNDERGROUND UTILITY CONVERSIONS PROJECT AT A COST OF \$68,720.40 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the conversion of electrical services for commercial customers is required as a part of the overhead to underground project; and

**WHEREAS**, construction administration, inspection and project management services are needed to ensure that all work is completed according to project design; and

**WHEREAS**, Mead & Hunt, Inc., is a continuing services consultant with the city who has designed the electrical conversion portions of the Overhead to Underground Utility Conversions Project; and

**WHEREAS**, staff have analyzed the proposal submitted and found it to be reasonable.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the Community Redevelopment Agency of the City of Holly Hill, Florida, approve an agreement with Mead & Hunt, Inc., for the provision of CEI services for the electrical service conversions portion of the Phase 3 Overhead to Underground Utility Conversions Project at a cost of \$68,720.40 and authorize the City Manager to execute the same.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**



September 16, 2025

Steve Juengst  
Deputy Director  
Department of Public Works  
City of Holly Hill  
453 LPGA Blvd  
Holly Hill, FL 32117

Email: [sjuengst@hollyhill.org](mailto:sjuengst@hollyhill.org)

**Subject: US1 Undergrounding Phase 3 – CEI for Electrical Service Conversions**

Dear Mr. Juengst,

We are pleased to present the enclosed scope of services and fee estimate for the Construction Engineering and Inspection (CEI) for the electrical service conversions that was recently bid. The attached scope of services describes, in detail, what our firm understands to be required for this portion of the project. If you have any questions or comments, please contact our office.

Sincerely,  
MEAD & HUNT, Inc.

A blue ink signature of David A. King, PE.

David A. King, PE  
Project Manager/Vice President

A blue ink signature of Chris Fagerstrom, PE.

Chris Fagerstrom, PE  
Stormwater Practice Leader

DAK/CF:bf

Attachment: Scope of Services and Fee Estimate

**CITY OF HOLLY HILL  
SCOPE OF SERVICES  
FOR  
US1 UTILITY UNDERGROUNDING PHASE 3 – CEI FOR ELECTRICAL SERVICE CONVERSIONS**

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL**

The CITY desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Design and Data Collection - COMPLETE
- Part B - Easement Acquisition - COMPLETE
- Part C – Utility Service (Secondaries) Conversions - UNDERWAY
- Part D – Streetlight Design/Traffic Operations Undergrounding - UNDERWAY
- Part E - Utility Installation and Removal of Overhead - UNDERWAY

The CITY recently received a bid for the electrical service conversions. The construction phase services for such were specifically excluded from the previous design/permitting scope of services with the intention that these services would be included in a separate, future scope of services.

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – CONSTRUCTION CONTRACT ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES**

Upon bid award by the CITY, MEAD & HUNT will coordinate the construction contract execution and issue the notice to proceed to the contractor on behalf of the CITY.

Deliverables: Executed contracts, Notice to proceed

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY and the contractor. MEAD & HUNT will distribute meeting minutes to attendees. MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to six (6) construction in-person or hybrid progress meetings. The progress meetings will be conducted at the CITY facility, at the project site or virtual via MS Teams. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting. Deliverables: Meeting summaries

The contractor will prepare construction submittals for various materials and other components of the work as specified in the contract documents. These submittals will be reviewed by MEAD & HUNT for compliance

with the design concept and contract requirements. MEAD & HUNT will maintain a log of submittals. MEAD & HUNT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will maintain a RFI log. Deliverables: RFI responses, RFI log

MEAD & HUNT will prepare, issue, and coordinate field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will help during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY. Deliverables: Work directives, requests for proposals, change orders and log

MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. Deliverables: Approved pay requests.

MEAD & HUNT will conduct six (6) site visits in conjunction with progress meetings and other required inspections.

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. MEAD & HUNT will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Deliverables: Preliminary and final punchlists

## **PHASE 2 – CONSTRUCTION OBSERVATION**

MEAD & HUNT will supply a resident project representative (RPR) for part-time construction observation/documentation for the project. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward complaints.

Deliverables: Reports of work activities, construction digital photographs, complaint logs

## **PHASE 3 – PROJECT MANAGEMENT**

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 6-month project duration. MEAD & HUNT will implement a quality assurance and control process, which includes Independent technical review of all project deliverables. The PM will coordinate and lead monthly undergrounding project coordination calls with all stakeholders and prepare and distribute project status reports with updated schedule and cost information. Deliverables: Monthly invoices, monthly project status reports

### **EXCLUSIONS**

This scope of services excludes all items not specifically described herein, including but not limited to:

- Building/Electrical Permit Inspection (to be provided by CITY Building Department)
- Coordination with property owners for building permits/notice of commencements (to be provided by CITY)

### **SCHEDULE**

MEAD & HUNT will strive to complete the above work according to or in advance of the following schedule.

| <b>Phase</b>                       | <b>Estimated<br/>Start Month</b> | <b>Estimated<br/>End Month</b> | <b>Commencing Upon</b>       |
|------------------------------------|----------------------------------|--------------------------------|------------------------------|
| Phase 1 – CA and EOR Services      | 2                                | 6                              | NTP to contractor            |
| Phase 2 – Construction Observation | 2                                | 6                              | NTP to contractor            |
| Phase 3 – Project Management       | 1                                | 6                              | Receipt of notice to proceed |

### **COMPENSATION**

The not-to-exceed cost for this work is **\$68,720.40** based on the following breakdown and estimated labor schedule.

| <b>Phase/Task</b>                  | <b>Fee</b>         | <b>Basis</b> |
|------------------------------------|--------------------|--------------|
| Phase 1 – CA and EOR Services      | \$36,300.06        | Lump Sum     |
| Phase 2 – Construction Observation | \$22,526.92        | Lump Sum     |
| Phase 3 – Project Management       | \$8,393.42         | Lump Sum     |
| Subtotal                           | <b>\$67,220.40</b> | Lump Sum     |
| Phase 4 – Reimbursables            | \$1,500.00         | Actual cost  |
| <b>TOTAL</b>                       | <b>\$68,720.40</b> |              |

|                        |                                                      | Principal Engineer<br>(Project Director) | Senior Project Engineer | Project Engineer | Project Administrator<br>(CEI) | Senior Inspector<br>(CEI) | Administrative Support |                |  |
|------------------------|------------------------------------------------------|------------------------------------------|-------------------------|------------------|--------------------------------|---------------------------|------------------------|----------------|--|
|                        |                                                      | \$ 349.73                                | \$ 245.83               | \$204.03         | \$ 159.04                      | \$ 127.99                 | \$ 86.80               |                |  |
| Phase                  | Description                                          | Estimated Hours                          |                         |                  |                                |                           |                        | Phase Subtotal |  |
| 1                      | CA and EOR Services                                  |                                          |                         |                  |                                |                           |                        |                |  |
|                        | Contract and NTP                                     | 2                                        |                         |                  |                                |                           | 4                      |                |  |
|                        | Preconstruction meeting                              | 2                                        |                         |                  | 2                              | 2                         | 26                     |                |  |
|                        | Six progress meetings                                | 12                                       |                         |                  | 6                              | 12                        | 24                     |                |  |
|                        | Submittals                                           | 6                                        | 16                      |                  |                                | 8                         | 16                     |                |  |
|                        | Field orders, RFPs                                   | 4                                        | 4                       |                  |                                |                           | 4                      |                |  |
|                        | Pay applications                                     | 6                                        |                         |                  |                                | 6                         | 12                     |                |  |
|                        | Site visits                                          | 12                                       |                         |                  | 6                              |                           |                        |                |  |
|                        | Substantial and final inspections                    | 4                                        |                         |                  | 4                              | 4                         | 2                      |                |  |
|                        | Subtotal                                             | 48                                       | 20                      | 0                | 18                             | 32                        | 88                     | \$ 36,300.06   |  |
| 2                      | Construction Observation                             |                                          |                         |                  |                                |                           |                        |                |  |
|                        | Part-time inspection (assumed 8 hrs/wk for 22 weeks) |                                          |                         |                  |                                | 176                       |                        |                |  |
|                        | Subtotal                                             | 0                                        | 0                       | 0                | 0                              | 176                       | 0                      | \$ 22,526.92   |  |
| 3                      | Project Management                                   |                                          |                         |                  |                                |                           |                        |                |  |
|                        | Project coordination                                 | 18                                       |                         |                  |                                |                           |                        |                |  |
|                        | Monthly status calls and reports                     | 6                                        |                         |                  |                                |                           |                        |                |  |
|                        | Subtotal                                             | 24                                       | 0                       | 0                | 0                              | 0                         | 0                      | \$ 8,393.42    |  |
| Total Labor All Phases |                                                      | 72                                       | 20                      | 0                | 18                             | 208                       | 88                     | \$ 67,220.40   |  |
|                        |                                                      |                                          |                         |                  |                                | Lump Sum Total            | \$ 67,220.40           |                |  |
|                        |                                                      |                                          |                         |                  |                                | Reimbursables             | \$ 1,500.00            |                |  |
|                        |                                                      |                                          |                         |                  |                                | Contingency               | \$ -                   |                |  |
|                        |                                                      |                                          |                         |                  |                                | GRAND TOTAL               | \$ 68,720.40           |                |  |

#### **AUTHORIZATION:**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

MEAD & HUNT, INC.

Approved by: MEAD & HUNT, INC.

By:   
\_\_\_\_\_  
Author/Submitter

By:   
\_\_\_\_\_  
Authorized Signer Review

Name: Chris Fagerstrom, PE  
\_\_\_\_\_  
Title: Stormwater Practice Leader  
\_\_\_\_\_

Name: David King, PE  
\_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_

Date: September 16, 2025  
\_\_\_\_\_

Date: September 16, 2025  
\_\_\_\_\_

Accepted by: CITY OF HOLLY HILL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*The above person is authorized to sign for Client  
and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, [cityclerk@hollyhillfl.org](mailto:cityclerk@hollyhillfl.org).**

**Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects  
(RFQ) #22-PW-01**

**THIS AGREEMENT** is made and entered into this **25 day of January, 2022**, by and between **Mead and Hunt Inc**, duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for five (5) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City Manager.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**

Valerie Manning, City Clerk  
City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, FL 32117  
(386)248-9441

**For Consultant:**

David King, Vice President, (Name, Title)  
Mead & Hunt (Company)  
4401 Eastport Park Way (Address)  
Port Orange, FL 32127 (City, State, Zip)  
386-337-3273 (Phone)

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 8. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

Valerie Manning

**CITY OF HOLLY HILL**

Joseph Forte  
**Joseph Forte, City Manager**

**Dated:** 8-1-2022

**WITNESSES:**

Hernandez

**FIRMS**

**By:** David King, Vice President

D. Pijott

**Dated:** July 18, 2022

Approved by the City Commission of  
Holly Hill at a meeting held on this 25th  
day of January, 2022 under  
Agenda Item No. 8 (3) Consent Agenda.

**Mead & Hunt Inc.**  
**City of Holly Hill**  
**General Engineering Consultant RFQ #22-PW-01**  
**Hourly Rate Schedule**

| Contract Position Title               | M&H Internal Billing Title    | Raw Hourly Labor Rate | Multiplier | Loaded Hourly Labor Rate |
|---------------------------------------|-------------------------------|-----------------------|------------|--------------------------|
| Principal Engineer (Project Director) | Senior Associate, Principal   | \$ 102.98             | 280.16%    | \$ 288.51                |
| Project Manager                       | Senior Client/Project Manager | \$ 86.73              | 280.16%    | \$ 242.98                |
| Senior Project Engineer               | Senior Project Engineer       | \$ 74.16              | 280.16%    | \$ 207.77                |
| Project Engineer                      | Engineer IV/Senior Engineer   | \$ 61.46              | 280.16%    | \$ 172.19                |
| Senior Designer (CADD)                | Senior Engineering Technician | \$ 55.62              | 280.16%    | \$ 155.82                |
| Project Administrator (CEI)           | Engineering Technician IV     | \$ 46.84              | 280.16%    | \$ 131.23                |
| Engineering Intern                    | Engineer I/II/III             | \$ 40.65              | 280.16%    | \$ 113.89                |
| Designer (CADD)                       | Engineering Technician III    | \$ 34.63              | 280.16%    | \$ 97.02                 |
| GIS Technician                        | Engineering Technician III    | \$ 34.63              | 280.16%    | \$ 97.02                 |
| Senior Inspector (CEI)                | Engineering Technician III    | \$ 33.24              | 280.16%    | \$ 93.13                 |
| Inspector (CEI)                       | Engineering Technician II     | \$ 28.56              | 280.16%    | \$ 80.01                 |
| Administrative Support                | Admin Assistant               | \$ 25.63              | 280.16%    | \$ 71.81                 |

**Notes:**

1. Audited multiplier per audit for fiscal year ending October 31, 2020 is 268.16%.
2. FY2020 audited rate was lower than previous years due to lower expenses caused by COVID.
3. Raw hourly labor rate range based on current staffing and salaries as of December 13, 2021.
4. Raw hourly rates and multiplier are subject to annual adjustments.
5. This schedule is effective between January 1, 2022 and December 31, 2022.

**Expenses:**

Out-of-Pocket Direct Job Expenses (subconsultants, reproduction, postage, permit application fees, etc.) = Actual Cost + 5%

**Travel:**

Company/Personal Car Mileage (work required to be performed out of Volusia County) = IRS rate per mile

**Billing:**

Invoicing will be on a monthly basis for work performed.





City Commission  
Minutes • October 28, 2025

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City Commission Chamber

Regular City Commission  
Meeting

6:00 PM

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City Hall  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

City Clerk's Office: (386) 248-9441 – Fax: (386) 248-9448

**1. Call to Order**

The meeting was called to order at approximately 6:00 PM.

**Present:**

Mayor John Penny

City Commissioner Debra Snow

City Commissioner Penny Currie

City Commissioner Jeffrey DeLanoy

Vice Mayor/City Commissioner Roy Johnson

**Absent: N/A**

**2. Presentations - None**

**3. Public Comments**

None

**4. Approval of Minutes**

1. Minutes - October 14, 2025 Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

Motion to Approve.

**Result:** Passed [UNANIMOUS]

**Mover:** City Commissioner Debra Snow

**Second:** Vice Mayor/City Commissioner Roy Johnson

**Ayes:** John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

**Nays:** None

**5. Consent Agenda**

Mayor Penny asked if there was any member of the audience or any member of the

Commission who wished to pull an item on the Consent Agenda for further discussion. There was no one.

1. 2025-R-89 - Edward Byrne Memorial Justice Assistance Grant (JAG) JG209 FY2024 Grant Award

**RESOLUTION 2025-R-89**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2025-2026 TO RECOGNIZE GRANT REVENUE AND AUTHORIZE A BUDGET ADJUSTMENT FOR ADDITIONAL COSTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Department of Law Enforcement (FDLE) has awarded the City of Holly Hill Police Department \$7,855.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, the awarded funds will be used to purchase updated investigative tools, including a Forensic Quick Response Solution, Trimble Forensics Reveal software subscription, and on-site training for three staff members to enhance traffic homicide investigations; and

**WHEREAS**, due to changes in product availability and pricing since the time of the original quote in April 2025, the revised total cost for the equipment and training is \$8,802.00, exceeding the grant amount by \$947.00 to be funded by operating supply budget; and

**WHEREAS**, this Resolution will amend the Fiscal Year 2025-2026 budget to recognize the \$7,855.00 in grant revenue.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby amends the Fiscal Year 2025-2026 budget by revising the budget in total pursuant to the itemizations contained in **Exhibit "A"**, which is attached hereto and incorporated herein.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 28<sup>th</sup> day of OCTOBER 2025.**

  
John Penny, Mayor

  
Valerie Manning, City Clerk

Motion to Approve.  
**Result:** Passed [UNANIMOUS]  
**Mover:** City Commissioner Penny Currie  
**Second:** City Commissioner Jeffrey DeLanoy  
**Ayes:** John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson  
**Nays:** None

2. 2025-2026 Victims of Crime Act (VOCA) Agreement

Motion to Approve.  
**Result:** Passed [UNANIMOUS]  
**Mover:** City Commissioner Penny Currie  
**Second:** City Commissioner Jeffrey DeLanoy  
**Ayes:** John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson  
**Nays:** None

6. Regular Agenda

1. 2025-R-90 - Regional Drainage and Estuary Program Grant

**RESOLUTION 2025-R-90**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ACCEPTING GRANT FUNDING AND AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2025–2026 TO REFLECT GRANT REVENUE FOR THE HOLLY HILL REGIONAL DRAINAGE AND ESTUARY PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill amends its annual budget as necessary throughout the fiscal year and has previously amended the current budget by Resolutions 2025-R-89; and

**WHEREAS**, the city has been awarded grant funding in the amount of \$94,500 from the Florida Department of Environmental Protection (FDEP) to implement the Holly Hill – Regional Drainage and Estuary Program, a project designed to

address increased flood risks caused by storm surge and sea level rise affecting the LPGA Canal and surrounding areas; and

**WHEREAS**, the LPGA Canal conveys stormwater runoff from land west of U.S. Route 1 within the City of Holly Hill and is increasingly impacted by tidal rise and stormwater overflow, creating a need for targeted infrastructure planning and data collection to support future mitigation strategies; and

**WHEREAS**, this project includes preconstruction activities, contractor selection, project management, and construction services for the installation of up to five data collection devices to monitor stormwater discharge levels and tidal conditions; and

**WHEREAS**, THE City received a proposal from Zev Cohen & Associates to perform services for a total cost of \$62,500 as part of the overall project implementation; and

**WHEREAS**, the total project, number 25SW05, cost of \$126,000 will be funded by the \$94,500. FDEP Grant and \$31,500 in City matching funds; and

**WHEREAS**, the implementation of this project aligns with the City Commission's strategic goals of sustainable financial planning, enhanced stormwater and disaster preparedness systems, and strengthened regional collaboration through the use of innovative technology.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby accepts the FDEP grant in the amount of \$94,500 for the Holly Hill – Regional Drainage and Estuary Program and authorizes the City Manager to execute the grant agreement, the proposal from Zev Cohen & Associates, Inc., and any other documents necessary to implement the project.

**SECTION 2.** The City Commission hereby amends the Fiscal Year 2025–2026 budget to reflect the receipt and allocation of the grant funds and matching funds, as itemized in Exhibit “A,” attached hereto and incorporated herein by reference.

**SECTION 3. SEVERABILITY.** If any section, subsection, or provision of this Resolution is found to be invalid, unlawful, or unconstitutional, such finding shall not affect the validity or enforceability of the remaining provisions.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 28<sup>th</sup> day of OCTOBER 2025.**

  
\_\_\_\_\_  
John Penny, Mayor

  
Valerie Manning, City Clerk

**Mayor Penny opened public participation. No one spoke.**

Motion to Approve.

**Result:** Passed [UNANIMOUS]

**Mover:** City Commissioner Penny Currie

**Second:** City Commissioner Debra Snow

**Ayes:** John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

**Nays:** None

**7. Public Hearings - None**

**8. Communications**

- a. City Manager — Mr. Forte stated that tomorrow morning himself and the mayor will be heading to DeLand for the Legislative Delegation County meeting for the two appropriations to present the two appropriations requests that will be coming up that Public Works submitted. One is for the next phase of the 3rd Street water main replacement. That's that galvanized pipe that's got to be replaced, and the other one is for the structure in The Mirage Pond that, hopefully, will give the city the ability to...it will raise up from the bottom. It will give us the ability to lower the volume of that pond, down. Hopefully, to create capacity for stormwater to help reduce or eliminate flooding in those communities. Mr. Forte mentioned he did go to Senator Wright's office today, and we talked with the representative from FEC (Florida East Coast Railway) regarding the canals. Mr. Forte stated he doesn't have a lot of hope as a result of that meeting, but we did at least meet with them and express our concerns about the conditions of the FEC canals again.
- b. City Attorney — No comments
- c. City Commission  
Commissioners Snow, Currie, DeLanoy, Johnson and Mayor Penny enjoyed the car show and thought it was a great success, good turnout this year. As it pertains to next year's Car Show, which will be the 10th Annual Car Show, there was consensus to include Tony Cassata's name somehow into the title beginning in 2026 and forward.

*Commissioner Currie made a motion to **change the name of the Car Show in 2026 and, moving forward, to "Cruisin' on the Hill" event, to somehow include Tony Cassata's***

*name, as he is the founder and has been running the event for the last nine (9) years, seconded by Commissioner Snow.*

**Mayor Penny opened public participation. No one spoke.  
PASSED, 5-0.**

Commissioner Snow mentioned she is now a board member of the YMCA; thanked former mayor Chris Via for his input during the Charter Review Committee meetings.

Commissioner Johnson spoke about the TPO (Transportation Planning Organization) meeting that was held last week. Mayor Penny mentioned former mayor Dick Kane of Daytona Beach funeral that he attended; spoke about Dr. Harold Kushner of Daytona Beach, a former U.S. Army flight surgeon who was a prisoner of war for 5 1/2 years during the Vietnam War and is so glad that the city has the memorial monument at City Hall to honor and recognize all those that have served.

## **9. Adjournment**

The meeting adjourned at approximately 6:20 PM.

## **DISCUSSION:**

A Ford F-750 dump truck was approved in the fiscal year 2025-2026 budget to replace a 2003 Sterling truck in the Stormwater Division. Bartow Ford has a current agreement with Pasco County for the provision of Ford Motor vehicles and have extended the same cost structure to the city.

This Resolution authorizes the City Manager to utilize a piggyback agreement between Pasco County and Bartow Ford for the purchase of a Ford F-750 Dump Truck. This contract offers a 4.06% discount off of Ford Factory Invoices, a 0% mark-up on dealer installed options and \$97.00/hour labor costs. The total cost of a 2027 F-350 Mini Dump truck through this contract is \$94,628.06.

Pasco County contract # IFB-RR-21-042 was awarded on May 5, 2021 and has been extended through May 4, 2026. Pasco County contract # IFB-RR-21-042 is included under “Exhibit A” and the 2<sup>nd</sup> renewal of the contract is included under “Exhibit B”.

The proposal from Bartow Ford is included under “Exhibit C”

## **Current City of Holly Hill Purchasing Manual**

Policy 2.39 Other Government Entities’ Contracts.

The City may utilize (piggy-back) any other government entity’s open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity’s contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City’s requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Section 2.39 of the City’s Purchasing Policy is included under “Exhibit D”.

## **FISCAL ANALYSIS:**

\$120,000 was adopted into the FY2025-2026 budget for the purchase of a Ford F-750 dump truck under general ledger account 461-8110-538-6400 and project number 26SW02. The proposal from Bartow Ford is in the amount of \$94,628.06.

**STAFF RECOMMENDATION:**

That the City Commission approve the piggyback of Pasco County contract # IFB-RR-21-042 with Bartow Ford, award the purchase of a 2027 Ford F-750 Dump Truck at a cost of \$94,628.06 and authorize the City Manager to execute the same.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**APPROVING THE PIGGY-BACK OF PASCO COUNTY CONTRACT # IFB-RR-21-042, AWARDING THE PURCHASE OF A 2027 FORD F-750 DUMP TRUCK AT A COST OF \$94,628.06 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

## **RESOLUTION 2025-R-92**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF PASCO COUNTY CONTRACT # IFB-RR-21-042, AWARDING THE PURCHASE OF A 2027 FORD F-750 DUMP TRUCK AT A COST OF \$94,628.06 TO BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a Ford F-750 Dump Truck was approved to be purchased in fiscal year 2025-2026; and

**WHEREAS**, the City of Holly Hill desires to purchase the vehicle under Pasco County Vehicle Purchase contract #IFB-RR-21-042, under the same terms and applicable conditions as that agreement; and

**WHEREAS**, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS**, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

**WHEREAS**, the City Commission of the City of Holly Hill now desires to authorize and approve the form of the contract by Pasco County and any other related documents; and

**WHEREAS**, the city has determined that in this circumstance, piggybacking onto an agreement entered into by the Pasco County, is the most economically advantageous way to procure these goods and services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

**SECTION 2.** It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of a 2027 Ford F-750 Dump Truck at a cost of \$94,628.06.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this

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

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
7536 STATE STREET, SUITE 221  
NEW PORT RICHEY, FLORIDA 34654  
TELEPHONE: (727) 847-8194  
FACSIMILE: (727) 847-8065  
[www.BidNetDirect.com](http://www.BidNetDirect.com)

**INVITATION FOR BID  
BID NO. IFB-RR-21-042  
AS-NEEDED FORD MOTOR COMPANY VEHICLES**

**SUMMARY OF WORK**

It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.** local time (our clock), on **February 16, 2021**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors may register to view and download solicitations by visiting [www.BidNetDirect.com](http://www.BidNetDirect.com). Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.BidNetDirect.com](http://www.BidNetDirect.com)). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.BIDNETDIRECT.COM](http://WWW.BIDNETDIRECT.COM) AT NO COST.**

Ruby Ranne, Buyer  
[rranne@pascocountyfl.net](mailto:rranne@pascocountyfl.net)

**IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID**

**GENERAL PROVISIONS**

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

**COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION**

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials **(including County Commissioners)** regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Bidder from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

**The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later.** This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

**AMERICANS WITH DISABILITIES ACT**

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

**ACCEPTANCE/REJECTION/MODIFICATION TO BID**

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

**ACKNOWLEDGMENT OF ADDENDUM**

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by

the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

#### **ALTERNATIVE BIDS**

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

#### **ANTITRUST**

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

#### **APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

#### **ASSIGNMENT**

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

#### **AWARD**

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

#### **BID ACCEPTANCE PERIOD**

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

#### **BID CLARIFICATIONS**

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral

interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

#### **BIDDER CERTIFICATION**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

#### **BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

#### **BID ENVELOPES**

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

#### **BID FORM SUBMISSION**

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary, to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

#### **BUSINESS NAME REQUIREMENT**

The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

#### **BID RECEIPT AND OPENING**

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

**Failure to include all the forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.**

**BID WITHDRAWAL**

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

**BRAND NAMES**

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

**CANCELLATION**

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**CHANGE IN SCOPE OF WORK**

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. 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 contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**COLLUSION AMONG BIDDERS**

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

**CONFLICT OF INTEREST**

The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

**DEBARMENT**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

**E-VERIFY REQUIREMENT**

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

State Funds Involved **N/A** (Mark X or N/A if applicable)

**AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS**

In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved **N/A** (Mark X or N/A if applicable)

**ERRORS IN EXTENSIONS**

The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

**ETHICS IN PUBLIC PROCUREMENT**

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

**EXCEPTIONS**

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

**EXPENSES INCURRED IN PREPARING BID**

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**FAILURE TO DELIVER**

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

**FAILURE TO ENFORCE**

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

**FAIR LABOR STANDARDS**

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

**FORCE MAJEURE**

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

**IDENTICAL BIDS**

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

**INDEMNIFICATION**

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

**INDEPENDENT CONTRACTOR**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

**INFORMALITIES AND IRREGULARITIES**

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

**LAW COMPLIANCE**

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies

and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

#### **LIMITATION OF COST**

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

#### **NON-APPROPRIATION**

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

#### **NON-DISCRIMINATION**

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

#### **OFFICIAL DOCUMENTS**

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetirect.com](http://www.bidnetirect.com)). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [www.bidnetirect.com](http://www.bidnetirect.com) AT NO COST.**

#### **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

## **PATENTS AND ROYALTIES**

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

## **PAYMENT PROCEDURES**

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

## **PAYMENT TERMS AND DISCOUNTS**

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

## **PUBLIC INFORMATION**

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

**CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS**

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) 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 for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this 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 (727) 847-8194, [r.rranne@pascocountyfl.net](mailto:r.rranne@pascocountyfl.net), 7536 STATE STREET, 2<sup>ND</sup> FLOOR, New Port Richey, FL 34654.**

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

**PUBLISHED PRODUCT SPECIFICATIONS**

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

**PURCHASE ORDER REQUIREMENT**

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

**QUALIFICATIONS OF BIDDERS**

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out

the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

#### **QUALITY OF GOODS**

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced, or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

#### **RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

#### **RIGHT TO AUDIT**

The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

#### **RISK OF LOSS**

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

#### **TABULATIONS**

Solicitation results (tabulations) will not be given over the telephone or via fax.

#### **TAXES**

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal

property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

### **UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

### **VENDORS LIST**

Vendors must visit [www.bidnetdirect.com](http://www.bidnetdirect.com) to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

### **WARRANTIES**

The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

### **LOCAL PREFERENCE**

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

- (i) When written quotations or sealed bids are received that do not exceed \$1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.
- (ii) When sealed bids are received that are greater than \$1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

- (iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

#### **END OF GENERAL PROVISIONS**

## **SPECIAL PROVISIONS**

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

### **CONTRACT TERM**

The contract period will begin on date of Pasco County Board of County Commission approval and continue for three (3) years, with the option of two (2) one-year renewals, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

### **COPYRIGHT**

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

### **COST REIMBURSEMENT**

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

### **INSURANCE REQUIREMENTS**

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.
5. Pasco County shall also be listed as a certificate holder.
6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

#### **MOTOR VEHICLE INDUSTRY LICENSING**

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

#### **REPORT STANDARDS**

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The

cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

**SALES TAX**

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

**TRANSPORTATION AND PACKING**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **Pasco County, Florida.** No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

**AS SPECIFIED** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

**QUANTITIES** The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**ADDITION/DELETION** The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

**END OF SPECIAL PROVISIONS**

## **SPECIFICATONS**

### **1. SCOPE**

It is the intent of this Invitation for Bid (IFB) to establish a conditional contract for these vehicles and to secure the cost and availability from a source of supply that will give prompt and convenient service. Scope of work shall include, but is not limited to, the manufacture, delivery, assembly, installation, and testing of the specified unit. It is the intent of Pasco County to purchase vehicles on an as-needed basis from a Ford Motor Company dealer(s). This contract may be awarded to multiple bidders and should not be considered exclusive by any bidder. To be considered for award, responses to this IFB must contain evidence of the Bidders' experience and abilities in the specified area and other disciplines directly related to the requested services.

- 1.1 The apparatus shall be complete and shall be the latest, current model under standard production at the time the order is written. The apparatus shall be equipped as regularly advertised and manufactured, complete and ready for satisfactory operation. If a manufacturer's standard item is specified, it shall be furnished, whether or not a particular data book shall designate such an item as an option. If the manufacturer has a standard item that exceeds the following minimum requirements, then that standard item shall be furnished.
- 1.2 Contract term will be for three (3) years with two (2) possible extensions of one (1) year each. 1.2.1 First year will begin with the order of model year 2022 vehicles.
- 1.3 The completed unit shall be delivered to Pasco County, Florida. Delivery shall be made Monday through Friday, 8:00 a.m.-12:00 p.m. or 1:00 p.m.-5:00 p.m. local time, excluding holidays. The Fleet Department shall be notified no less than twenty-four (24) hours prior to expected delivery.

### **2. SCOPE OF SERVICES**

This Scope of Services outlined below describes the general work and responsibilities. The selected Bidder/s will be expected to meet all criteria.

- 2.1. Vehicles to be purchased under this bid range from light-duty passenger vehicles up to 37,000 GVW. This includes but is not limited to; sedans, pickups, SUV's, vans, and special modified cab and chassis.
- 2.2. Vehicle Condition: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, not smoked in, and clean. Pre-delivery service, at a minimum, shall include:
  - 2.2.1. Complete lubrication and check all fluid levels to assure proper fill
  - 2.2.2. Adjustment of engine to proper operating condition
  - 2.2.3. Inflate tires to proper pressure
  - 2.2.4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
  - 2.2.5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
  - 2.2.6. Overall check for safe operating condition
  - 2.2.7. All units must contain no less than 1/4 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery.
  - 2.2.8. If a vehicle without upfitting is delivered with more than two hundred and fifty (250) miles but less than five hundred (500) miles as indicated by the vehicle's odometer, the bidder shall be assessed fifty cents (\$0.50) per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer

- may not be accepted. Vehicles requiring upfitting will have fee and outside delivery window limits of 1250 and 2000 miles, respectively.
- 2.2.9. All vehicles shall be delivered with four (4) complete sets of keys with two (2) fobs.
  - 2.2.10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed.
  - 2.2.11. Vehicles shall be delivered with each of the following items or documents satisfactorily completed:
    - 2.2.11.1. Installed county plate
    - 2.2.11.2. Owner and/or operator manual(s).
    - 2.2.11.3. Warranty certifications, including rustproofing, if applicable.
    - 2.2.11.4. Pre-delivery service report.
    - 2.2.11.5. Window price sticker (still affixed).
    - 2.2.11.6. Purchase order.
    - 2.2.11.7. Invoice with PO# or VIN#.
    - 2.2.11.8. Certificate of origin.
    - 2.2.11.9. Title reassignment.
    - 2.2.11.10. Application for title.
    - 2.2.11.11. Change of body affidavit (if required)
    - 2.2.11.12. Weight slip (if required).
    - 2.2.11.13. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the Environmental Protection Agency (EPA) Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and Occupational Safety and Health Administration (OSHA) standards CFR 29 1910/1926.
  - 2.2.12. The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.
- 2.3. Dealer installed options may include but are not limited to additional lights, bedliners, utility bodies, running boards, and cranes. Make and model of dealer installed options may be dictated by Pasco County. All prospective bidders must provide a parts mark-up and shop labor fee for items installed by the vendor and a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.
- 2.3.1. Dealer shall be within 200 miles of Pasco County to allow for on-site inspection of vehicles pending delivery or vehicles receiving upfitting if desired by Pasco County.
  - 2.3.2. To ensure consistency of product and provide better management of quality control issues, dealers shall perform 90+% of up-fitting on premises. Responses should include lists of tasks not performed in dealer's shops.
- 2.4. Title, Registration, and License Plates: All vehicles delivered under this contract shall be titled and registered by the awarded bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Pasco County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a thirty (30) day temporary tag, and return a County license plate within twenty-five (25) days of the delivery of each vehicle. The County shall reimburse the Contractor for the

actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

- 2.5. Delivery: All bids will indicate the lead time required for the established quantities to be delivered. Awarded bidder will be held to delivery dates. Awarded bidder shall notify the Fleet Manager or his designee, at a number to be provided to the Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

#### **END OF SPECIFICATIONS**

| Vehicle Type                             | Percentage Discount Off Ford Factory Invoice* |
|------------------------------------------|-----------------------------------------------|
| Sedans                                   | 4.06 %                                        |
| SUV's                                    | 4.06 %                                        |
| F150-F350                                | 4.06 %                                        |
| F450 – 26,000 GVWR                       | 4.06 %                                        |
| 37,000 GVWR <                            | 4.06 %                                        |
|                                          |                                               |
| Dealer Installed Items                   |                                               |
| Labor Cost/Hour                          | \$97.00 per hour                              |
| Parts/Item Mark-Up                       | 0.0 %                                         |
| Sublet Job Mark-Up % or \$ Fixed Fee/Job | 0.0%                                          |
| Window Tint (Fixed Fee)                  | \$135.00                                      |

**\*Price calculated from percent discount off Ford invoice will include all vehicle preparation costs, keys, and delivery.**

|                                           |
|-------------------------------------------|
| Authorized Signature                      |
| Richard Weissinger Commercial Fleet Sales |
| Printed Name & Title                      |
| Bartow Ford Co                            |
| Company                                   |
| 2/15/2021                                 |
| Date                                      |
| 59-0687878                                |
| Federal ID # or SS #                      |

2800 US Hwy 98 North  
Address  
Bartow FL 33830  
City, State, Zip Code  
(813) 477-0052  
Phone #  
(863) 535-1038  
Fax #

**(The provisions below must always be included in the Bid Form)**

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

**MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.**

\_\_\_\_\_  
(Signature of Bidder—Ink)

Richard Weissinger Commercial Fleet Sales  
(Printed Name and Title)

Bartow Ford Co  
(Business Name)

Receipt of Addendum No. 1 through No. 3 is acknowledged.

Business Name: Bartow Ford Co  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

☒ Corporation:

☐ Partnership: ☐ General ☐ Limited

☐ Limited Liability Company (LLC):

State Registered In: FL Year: 1949

☐ Sole Proprietorship: Owner: \_\_\_\_\_

☐ Other: \_\_\_\_\_ Fed ID # 59-0687878

☐ **Local Vendor Preference (Business Tax Receipt Required with Submittal)**

Telephone: (813) 477-0052 Facsimile: (863) 535-1038

Email Address: (Vendor Point of Contact): thefordtruckguy@gmail.com

Address: 2800 US Hwy 98 North

Bartow FL 33830

\_\_\_\_\_  
Date 2/15/2021 2020

## ATTACHMENT A

### OFFEROR INFORMATION/CERTIFICATION FORM (MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

Bartow Ford Co

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: Richard Weissinger

3. Business and mailing address: 2800 US Hwy 98 N Bartow FL 33830  
(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): \_\_\_\_\_

5. Telephone number: (813 ) 477-0052 Fax: (863 ) 535-1038

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties.
- F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

- I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.
- J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

           Local Business located in Pasco County

  X   Business located within Hillsborough, Pinellas, Polk, or Hernando County

**Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

- K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

\_\_\_\_\_  
Witness No. 1

BY: \_\_\_\_\_ (SEAL)  
(Authorized Signature in Ink)

\_\_\_\_\_  
Witness No. 2

Richard Weissinger  
(Printed name of Signatory)

Commercial Fleet Sales  
(Printed Title of Signatory)

CORPORATE SEAL  
(where appropriate)

2/15/21  
(Signature Date)

## NOTARY ACKNOWLEDGMENT

STATE OF FL }  
COUNTY OF POLK } ss }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 15 day of FEBRUARY, 2021, by [as applicable, complete one of the choices below]:

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

[Name] Richard Weissinger, who executed the foregoing instrument as [Title] Commercial Fleet Sales of [Corporation or Company Name] Bartow Ford Co, a [check one] ☐ corporation ☒ limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

[Name]

**FOR PARTNERSHIP:**

[Name] Partner (or Agent), on behalf of [Name of Partnership]  
, a [State] partnership.

Said person is personally known to me or has produced PERSONALLY KNOWN as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

**SECOND AMENDMENT TO AGREEMENT  
FOR AS-NEEDED FORD MOTOR COMPANY VEHICLES**

This **SECOND AMENDMENT** to the Agreement for as needed Ford Motor Company vehicles, **IFB-RR-21-042 (the "Second Renewal")** is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County") and Bartow Ford Company, a corporation licensed in the State of Florida (hereinafter referred to as the "Contractor").

**WITNESSETH**

**WHEREAS**, the County issued solicitation IFB-RR-21-042 to obtain the services of a Contractor to provide ongoing as-needed Ford Motor vehicles; and

**WHEREAS**, the County and the Contractor entered into the Agreement for as-needed Ford Motor Company vehicles, effective May 5, 2021, (the "Agreement") for three years with the option to renew for two additional one-year periods upon mutual agreement of the parties; and

**WHEREAS**, the County and the Contractor renewed the Agreement for an additional one-year period, ending on May 4, 2025; and

**WHEREAS**, the County and the Contractor now wish to renew the Agreement for a second additional one-year period, effective May 5, 2025 through May 4, 2026.

**NOW, THEREFORE**, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for a second one-year period, through May 4, 2026.
3. Except as modified by this Second Renewal, the Agreement is hereby ratified, confirmed and approved and all terms and conditions, as amended herein, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Renewal to be executed by their authorized representatives, effective May 5, 2025.

ATTEST

County:  
PASCO COUNTY, FLORIDA

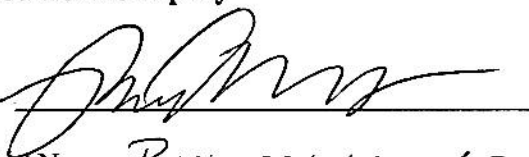
By: \_\_\_\_\_  
Nikki Alvarez-Sowles, Esq.  
Clerk & Comptroller

By: \_\_\_\_\_  
Kathryn E. Starkey, Chairman

Date: \_\_\_\_\_, 2025

[SEAL]

Contractor:  
Bartow Ford Company

By:  \_\_\_\_\_

Printed Name: RICHARD WEISSINGER

Title: COMMERCIAL FLEET SALES

STATE OF FLORIDA }  
 } ss  
COUNTY OF POLK }

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

*This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.*

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

  
Signature

RICHARD WEISSINGER  
Printed Name

COMMERCIAL FLEET SALES  
Title

BARTON FORD CO  
Name of Company or Individual

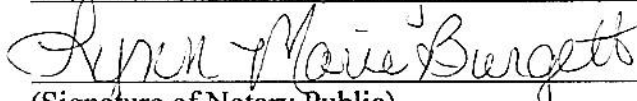
02/26/2025  
Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this

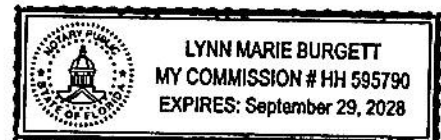
27 day of Feb, (month) 2025 (year), by  
Richard Weissinger (name of person making statement).

  
(Signature of Notary Public)

Lynn Marie Burgett  
(Print Commissioned Name of Notary Public)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced



October 28, 2025



**City of Holly Hill  
Raymond Wells**

**DESCRIPTION**

|     |                                                                                                                                                                                                                                                                                |             |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| F7A | 2027 F-750 Gas Regular Cab                                                                                                                                                                                                                                                     |             |
| 99N | 7.3L 2V DEVCT NA PFI V8 Gas -335 HP @ 3750 rpm                                                                                                                                                                                                                                 |             |
| 44P | Ford TorqShift HD 10-Speed Automatic - with PTO Provision                                                                                                                                                                                                                      |             |
| 18D | Special Rating GVWR - Limited to 25,999 lb. GVWR                                                                                                                                                                                                                               |             |
| X6D | 6.50 Axle Ratio                                                                                                                                                                                                                                                                |             |
| 43N | 10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type                                                                                                                                                                                                                       |             |
| 61C | Taper-Leaf Springs, Parabolic -10,000 lb. Cap                                                                                                                                                                                                                                  |             |
| 60A | Lube, Front Axle, EmGard 50W, Synthetic Oil                                                                                                                                                                                                                                    |             |
| 475 | 21,000 lb. Single Reduction - Open -Dana / Spicer 21060S                                                                                                                                                                                                                       |             |
| 68P | Multi-Leaf Springs - 21,000 lb. Cap                                                                                                                                                                                                                                            |             |
| 961 | Shock Absorbers, Rear                                                                                                                                                                                                                                                          |             |
| 607 | Lube, Rear Axle, EmGard 75W-90,Synthetic Oil                                                                                                                                                                                                                                   |             |
| 158 | 158" Wheelbase/84" CA/49" AF/246"OAL                                                                                                                                                                                                                                           |             |
| 154 | Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop                                                                                                                                                                                                    |             |
| 55M | Jump Start Stud - Remote Mounted                                                                                                                                                                                                                                               |             |
| 17M | Back-Up Alarm - Electric, 102 dBA                                                                                                                                                                                                                                              |             |
| 16V | Voltmeter                                                                                                                                                                                                                                                                      |             |
| 63B | Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box                                                                                                                                                                                                                  |             |
| 59E | Body Builder Wiring - At End of Frame                                                                                                                                                                                                                                          |             |
| 881 | 30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl                                                                                                                                                                                                                           |             |
| 90P | Power Equipment Group                                                                                                                                                                                                                                                          |             |
| 61M | Rear View Camera w/Mirror Display                                                                                                                                                                                                                                              |             |
| 65D | Fuel Tank - LH 60 Gallon - Steel                                                                                                                                                                                                                                               |             |
| 54P | Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width                                                                                                                                                                                                             |             |
|     | Factory Invoice                                                                                                                                                                                                                                                                | \$68,267.00 |
|     | Government Price Concession Discount                                                                                                                                                                                                                                           | \$4,500.00  |
|     | <b>4.06% Contract Discount</b>                                                                                                                                                                                                                                                 | \$2,588.94  |
|     | Godwin 10' Dump Body with Cab Protector, 10 Ton Pintal Hitch, 7 Way RV Socket, PTO, Trailer Brake Controller, 7.5' X16' Mesh Tarp, (1) Underbody Tool Box, Mud Flaps, Install Factory Back Up Camera, Fire Extinguisher, (3) 20 Minute Flares, 3 Safety Triangles, 1st Aid Kit | \$32,965.00 |
| 5   | Bartow Ford Labor Hours                                                                                                                                                                                                                                                        | \$485.00    |
|     |                                                                                                                                                                                                                                                                                | \$0.00      |

**TOTAL PURCHASE AMOUNT PER UNIT \$94,628.06**

**Pricing in accordance with the Pasco County Award of Bid No. IFB-RR-21-042**

**If you have any questions or need any additional information please feel free contact me anytime.**

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485

## **SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT**

### **POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS**

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

### **POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS**

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

### **POLICY 2.40 COOPERATIVE PURCHASING**

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

### **POLICIES 2.41 RESPECT AND PRIDE**

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

### **POLICY 2.42 OWNER DIRECT PURCHASES (ODP)**

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

**DISCUSSION:**

Periodically, end of life equipment is retired and surplus. Three (3) Apple iPads, ten (10) Hewlett Packard computers, and two (2) Panasonic computers have been identified as past the end of their useful lives. Staff recommends that these items be recycled.

Surplus request lists are included under “Attachment A”.

**FISCAL ANALYSIS:**

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

**STAFF RECOMMENDATION:**

Staff recommends that the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the three (3) Apple iPads, ten (10) Hewlett Packard computers, and two (2) Panasonic computers.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**MOTION:**

**APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2.**

**RESOLUTION 2025-R-93**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the IT Department has identified three (3) Apple iPads, ten (10) Hewlett Packard computers, and two (2) Panasonic computers that are no longer in use or have been replaced for a total value of \$8,093.33; and

**WHEREAS**, proceeds from the sale of the surplus items will generate revenue for the City to be placed in the fund that acquired the fixed asset.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via auction, donation, scrap, or trade-in as determined appropriate

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**



# Disposal Request Form

DATE: 11/11/2025

| Item # | Asset #    | Tag # | Asset Type Description / Model | Manufacturer | Model          | Serial Number | Date of Purchase | Purchase Cost | Book Value | Location | Disposal Method |
|--------|------------|-------|--------------------------------|--------------|----------------|---------------|------------------|---------------|------------|----------|-----------------|
| 1      |            |       | Apple iPad                     | Apple        | iPad           | DMPTK0HHGXQ5  |                  | \$0.00        | \$0.00     | IT       | Scrap           |
| 2      |            |       | Apple iPad                     | Apple        | iPad           | DMPTK0DYGGXQ5 |                  | \$0.00        | \$0.00     | IT       | Scrap           |
| 3      |            |       | Apple iPad                     | Apple        | iPad           | DMPTK1GWWGXQ5 |                  | \$0.00        | \$0.00     | IT       | Scrap           |
| 4      | 2023000084 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7165SCZ    | 5/5/2017         | \$779.00      | \$0.00     | IT       | Scrap           |
| 5      | 2023000130 |       | HP ProDesk 600 G5 Mini PC      | HP           | ProDesk 600 G5 | MXI0132V54    | 3/24/2020        | \$880.11      | \$0.00     | IT       | Scrap           |
| 6      | 2023000150 |       | HP ProDesk 600 G5 Mini PC      | HP           | ProDesk 600 G5 | 8CG7390Y9F    | 3/24/2020        | \$880.11      | \$0.00     | IT       | Scrap           |
| 7      | 2023000039 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7390Y6D    | 10/23/2017       | \$779.00      | \$0.00     | IT       | Scrap           |
| 8      | 2023000032 |       | HP ProDesk 600 G5 Mini PC      | HP           | ProDesk 600 G5 | MXI0131PDK    | 3/24/2020        | \$880.11      | \$0.00     | IT       | Scrap           |
| 9      | 2023000141 |       | Panasonic CF-53                | Panasonic    | CF-53          | 3LTS447395    |                  | \$0.00        | \$0.00     | IT       | Scrap           |
| 10     | 2023000038 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7390Y6G    | 10/23/2017       | \$779.00      | \$0.00     | IT       | Scrap           |
| 11     | 2023000024 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7390Y7G    | 10/23/2017       | \$779.00      | \$0.00     | IT       | Scrap           |
| 12     | 2023000103 |       | Panasonic CF-54                | Panasonic    | CF-54          | 7LTTA94631    |                  | \$0.00        | \$0.00     | IT       | Scrap           |
| 13     | 2023000151 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7390YCF    | 10/23/2017       | \$779.00      | \$0.00     | IT       | Scrap           |
| 14     | 2023000079 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7165SFQ    | 5/5/2017         | \$779.00      | \$0.00     | IT       | Scrap           |
| 15     | 2023000051 |       | HP ProDesk 600 G3 Mini PC      | HP           | ProDesk 600 G3 | 8CG7390Y50    | 10/23/2017       | \$779.00      | \$0.00     | IT       | Scrap           |

City Manager Signature/Date

*[Signature]*  
10-31-2025



City of Holly Hill  
Finance Department  
1065 Ridgewood Ave.  
Holly Hill, FL 32117

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ☐ between departments ☒ to surplus

| Asset #<br>or Tag # | SERIAL<br>NUMBER | ITEM DESCRIPTION/SURPLUS REASON/CONDITION | DISPOSAL<br>METHOD |
|---------------------|------------------|-------------------------------------------|--------------------|
| None                | DMPTK0HHGXQ5     | Apple iPad                                | Scrap              |
| None                | DMPTK0DYGGXQ5    | Apple iPad                                | Scrap              |
| None                | DMPTK1GWGXQ5     | Apple iPad                                | Scrap              |
| 2023000084          | 8CG7165SCZ       | 779.00 HP Desktop                         | Scrap              |
| 2023000130          | mxl0132v54       | 880.11 HP Desktop                         | Scrap              |
| 2023000150          | 8cg7390y9f       | HP Desktop                                | Scrap              |
| 2023000039          | 8CG7390Y6D       | 779.00 ProDesk 600 G3                     | N/A                |
| 2023000032          | mxl0131pdk       | 880.11 HP Desktop                         | Scrap              |
| 2023000141          | 3L TSA47395      | Panasonic CF-53                           | Scrap              |
| 2023000038          | 8CG7390Y6G       | 779 ProDesk 600 G3                        | Scrap              |

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☒

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☒

|                               |                 |      |         |
|-------------------------------|-----------------|------|---------|
| DEPARTMENT NAME               | IT Manager      | DATE | 9/29/25 |
| CUSTODIAN/SIGNATURE           | Scott Gutauckis |      |         |
| RECEIVING DEPARTMENT NAME     |                 | DATE |         |
| RECEIVING CUSTODIAN/SIGNATURE |                 |      |         |

RECEIVING DEPT. FUND/DIVISION CODES RETURN TO FINANCE DEPT



**HOLLY HILL**  
FLORIDA

City of Holly Hill  
Finance Department  
1065 Ridgewood Ave.  
Holly Hill, FL 32117

**CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM**

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ☐ between departments ☒ to surplus

| Asset #<br>or Tag # | SERIAL<br>NUMBER          | ITEM DESCRIPTION/SURPLUS REASON/CONDITION | DISPOSAL<br>METHOD |
|---------------------|---------------------------|-------------------------------------------|--------------------|
|                     |                           |                                           | Scrap              |
|                     |                           |                                           | Scrap              |
|                     |                           |                                           | Scrap              |
|                     |                           |                                           | Scrap              |
|                     |                           |                                           | Scrap              |
| 2023000024          | 8CG7390Y7G <sup>779</sup> | ProDesk 600 G3                            | Scrap              |
| 2023000103          | 7LTTA94631                | Panasonic-CF54                            | Scrap              |
| 202300151           | 8CG7390YCF <sup>779</sup> | ProDesk 600 G3                            | Scrap              |
| 2023000079          | 8CG7165SFQ <sup>779</sup> | ProDesk 600 G3                            | Scrap              |
| 2023000051          | 8CG7390Y50 <sup>779</sup> | ProDesk 600 G3                            | Scrap              |

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☒

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☒

DEPARTMENT NAME Information Technology

CUSTODIAN/SIGNATURE Scott Gutauckis DATE 9/23/25

RECEIVING DEPARTMENT NAME

RECEIVING CUSTODIAN/SIGNATURE DATE

RECEIVING DEPT. FUND/DIVISION CODES RETURN TO FINANCE DEPT

HH PPT (6/23)

time checks are printed. At the time of this writing, approved invoices with proper documentation received by Accounts Payable by noon on Friday will be processed for payment on Thursday of the following week..

## **CHAPTER 12 - MISCELLANEOUS POLICIES**

### **POLICY 12.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -“No public officer, employee of a Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.” “... the term ‘public officer’ includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body.”

### **POLICY 12.2 DRUG-FREE WORK-PLACE POLICY**

Florida Statute 287.087 -“Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.”

### **POLICY 12.3 PUBLIC ENTITY CRIME POLICIES**

Florida Statute 287.133 - “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, 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 for a period of 36 months from the date of being place on the convicted vendor list.”

### **POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING**

If a vendor offers bid prices to all government officials and employees, the City’s officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

## **CHAPTER 13 - CAPITAL ASSET**

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

### **POLICY 13.1 CAPITAL ASSET TRACKING**

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

### **POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY**

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department by completing a "Personal Property Disposal Form". Once this is approved as surplus by the Finance Department it shall be held until surplussed. The Department must also complete an "Inventory Disposal Request Form" approved by the City Manager and Commission as required which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

### **POLICY 13.3 PROPERTY TRANSFERS**

Each department must report property/equipment transfers by completing a "Personal Property Transfer" form and providing it to the Finance Department with proper approvals. . . Notification and delivery of the transferred property to the designated area is the responsibility of each Department/department.

### **POLICY 13.4 SALE OF SCRAP MATERIALS**

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

## **CHAPTER 14 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING**

### **POLICY 14.1 EMPLOYEE CONFLICT OF INTEREST**

All procurements funded from a federal award shall follow the procedures outlined in CFR 200.318. It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

---

## **DISCUSSION:**

The City of Holly Hill is in need of asphalt repair services to patch and resurface small areas where streets, water, sewer and stormwater repairs have required the existing pavement to be disturbed. The City has identified and used The Alternative Asphalt, LLC, for this work over the past year and have found that they are very cost effective, complete repairs in a timely manner as this contractor is located within the City of Holly Hill, and warrant the work to meet City standards.

This contractor has proven to City staff that they are very responsive for any request, stand by their workmanship through warranties and take all corrective action to reinstall or replace repaired areas. The Alternative Asphalt uses Florida Department of Transportation (FDOT) standard mixes purchased from P&S Asphalt or Halifax Asphalt plants. Both of these plants are FDOT certified.

Any of the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions budgeted accounts.

The City's purchasing policy, Chapter 8, allows for the waivers of bids provided enumerated criteria have been met.

## **CHAPTER 8 – WAIVERS OF BID**

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Staff recommend the formal waiving of the bid procedure in observance of the following criteria:

- When essential government service would be interrupted.
- When additional loss to public or private property may occur.

**The not to exceed limit for FY2025/2026 request is an amount of not to exceed \$75,000.**

**FISCAL ANALYSIS:**

Asphalt repairs are charged to the utility which contributed to the failure of the roadway. There are funds set aside in the fiscal year 2025/2026 repair and maintenance budgets within the Streets Division in account 001-4141-541-4601, Stormwater Division in account 460-3080-538-4601, Water Division in account 400-3010-533-4601 and Wastewater Division in account 400-3020-535-4601. The annual amount of asphalt expenditures requested is in an amount not to exceed \$75,000 divided evenly at \$18,750 in each of the above identified general ledger accounts.

**STAFF RECOMMENDATION:**

Approve the waiver of the bid requirement in order to award asphalt repairs to The Alternative Asphalt, LLC in an amount not to exceed \$75,000 annually and authorize the City Manager to execute the same.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**THAT THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVE THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND AWARD ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

## **RESOLUTION 2025-R-94**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the city anticipates the need for asphalt repair services; and

**WHEREAS**, the city has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

**WHEREAS**, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

**WHEREAS**, the city requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed \$75,000 to The Alternative Asphalt, LLC of Holly Hill, FL.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill approve the waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed \$75,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**

## **DISCUSSION:**

The Holly Hill Police Department remains committed to supporting state and federal partners in enforcing immigration-related laws and enhancing community safety through coordinated task force participation. Collaborative enforcement efforts allow the department to identify and respond to criminal activity related to human trafficking, identity theft, and other immigration violations while strengthening interagency communication and operational efficiency.

To support this continued collaboration, the City of Holly Hill has been awarded grant funding under the State Board of Immigration Enforcement, Local Law Enforcement Immigration Grant Program (Grant Award Agreement IG037). The award period is from February 17, 2025, through June 30, 2026, in the total amount of \$32,468.83.

The grant provides reimbursement funding for four (4) Holly Hill Police Department officers to participate in Immigration and Customs Enforcement (ICE) Task Force operations for up to 8 hours per month. Each participating officer will receive 8 hours of overtime pay per month, fully funded by the grant. No local match is required.

## **FISCAL ANALYSIS:**

The City has been awarded \$32,468.83 under the State Board of Immigration Enforcement, Local Law Enforcement Immigration Grant Program (IG037) for the period February 17, 2025, through June 30, 2026. This is a reimbursement grant with no local match required. The Fiscal Year 2025–2026 budget will be amended to appropriate \$4,306.00 for incentive pay (001-2110-521-1500), \$12,900.00 for operating supplies (001-2110-521-5201), and \$15,262.83 for overtime (001-2110-521-1400), fully funding all grant-related expenditures.

## **STAFF RECOMMENDATION:**

Approval and acceptance of the State Board of Immigration Enforcement, Local Law Enforcement Immigration Grant Program (Grant Award Agreement IG037) in the amount of \$32,468.83 to fund officer overtime participation in ICE Task Force operations, and authorization for the City Manager to execute the grant agreement.

## **COMMISSION GOAL:**

### **Goal #1:**

Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships

### **Goal #4:**

Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**APPROVE THE RESOLUTION TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$32,468.83, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

## **RESOLUTION 2025-R-95**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill amends its annual budget as changes occur throughout the fiscal year, and has amended the current budget by the following Resolutions: 2025-R-1; and

**WHEREAS**, this Resolution amends the budget to account for additional revenue from the State Board of Immigration Enforcement, Local Law Enforcement Immigration Grant Program (Grant Award Agreement IG037), which provides reimbursement funding for officer overtime participation in ICE Task Force operations within the Holly Hill Police Department; and

**WHEREAS**, participation in ICE Task Force operations enhances intergovernmental collaboration, strengthens investigative capacity, and improves community safety through the enforcement of immigration-related laws; and

**WHEREAS**, the IG037 grant award totals \$32,468.83 for the period February 17, 2025, through June 30, 2026, with no local match required, and will fully fund the overtime costs for four (4) participating officers; and

**WHEREAS**, the continuation of this program aligns with the City Commission's goals of maintaining a sound and sustainable financial plan and providing proficient public health and safety services through intergovernmental collaboration and innovative policing initiatives.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby amends the Fiscal Year 2025-2026 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A," which is attached hereto and incorporated herein.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, it shall not affect the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**

**State Board of Immigration Enforcement  
Local Law Enforcement Immigration Grant Program  
Grant Award Agreement**

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|                        |                              |
|------------------------|------------------------------|
| Award Number:          | IG037                        |
| Participating Agency:  | Holly Hill Police Department |
| Grant Activity Period: | 02/17/2025 – 06/30/2026      |
| Award Amount:          | \$32,468.83                  |
| CSFA Catalog Number:   | 71.158                       |

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the “Board”) and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work  
Section II: Deliverables  
Section III: Approved Budget  
Section IV: Amendments  
Section V: Data Collection Requirements  
Section VI: Performance Reporting  
Section VII: Financial Reporting and Reimbursement  
Section VIII: Award Contacts  
Section IX: Special Conditions  
Section X: Standard Conditions for State Financial Assistance Awards  
Section XI: Award Signatures

## **SECTION I: SCOPE OF WORK**

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.
- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

## SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

**Financial Consequences:** Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IGP – E Deliverable: | The Participating Agency will provide bonus payments to law enforcement officers credentialed as a designated immigration officer (DIO).                                                                                                                                                                                                                                                                                            |
| Minimum Performance  | The officer receiving the bonus must have participated in one or more U.S. Department of Homeland Security at-risk task force operations. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-001) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement. |
| Price:               | The total cost for this deliverable shall not exceed \$4,306.00.                                                                                                                                                                                                                                                                                                                                                                    |
| IGP – G Deliverable: | The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.                                                                                                                                                                                                                                                                                |
| Minimum Performance  | The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency's own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.                                          |
| Price:               | The total cost for this deliverable shall not exceed \$12,900.00.                                                                                                                                                                                                                                                                                                                                                                   |
| IGP – H Deliverable: | The Participating Agency will provide other services related to the detention and transport of unauthorized aliens and/or other activities related to the 287(g) program as approved by the Board.                                                                                                                                                                                                                                  |
| Minimum Performance  | The Participating Agency shall provide the ancillary services outlined in Section III of this agreement. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.                                                                                                                                                               |
| Price:               | The total cost for this deliverable shall not exceed \$15,262.83.                                                                                                                                                                                                                                                                                                                                                                   |

## SECTION III: APPROVED BUDGET

| Budget Category                        | Total  |
|----------------------------------------|--------|
| IGP-A: Training Programs for 287(g)    | \$0.00 |
| IGP-B: Subletting Detention Beds       | \$0.00 |
| IGP-C: Transportation on Behalf of ICE | \$0.00 |
| IGP-D: Travel and Lodging for 287(g)   | \$0.00 |

|                                                       |                    |
|-------------------------------------------------------|--------------------|
| IGP-E: LEO Bonus Payments                             | \$4,306.00         |
| IGP-F: CO Bonus Payments                              | \$0.00             |
| IGP-G: Equipment, Hardware, and Software for 287(g)   | \$12,900.00        |
| IGP-H: Other Costs Related to Immigration Enforcement | \$15,262.83        |
| <b>TOTAL</b>                                          | <b>\$32,468.83</b> |

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

| Category     | Line Item                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Total              |
|--------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| IGP-E        | LEO Bonus Payments          | 4 officers x \$1,000 per officer = \$4,000.00 +<br>Employee FICA 7.65% = \$4,306.00<br><br>Per program statute the bonus payment can only cover the Employee FICA percentage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$4,306.00         |
| IGP-G        | Equipment, Rapid ID Devices | Holly Hill Police Department is requesting funding to purchase Rapid ID devices which are portable biometric fingerprint scanners that provide real-time identification of individuals by accessing state and federal databases, including immigration records. These devices will be used directly by the four officers working overtime in support of immigration enforcement activities.<br><br>4 Rapid ID devices x \$3,225.00 (per device) = \$12,900.00                                                                                                                                                                                     | \$12,900.00        |
| IGP-H        | Task Force Overtime         | Holly Hill Police Department is requesting funding for overtime to allow four officers to participate in Task Force activities. These costs are directly tied related to officers' participation immigration enforcement activities and will cover operational deployments with ICE, surveillance support, transportation and follow-up investigations as needed.<br><br>Four Officers x approx. 8 hours a month X an approximate OT rate of \$39.05 - \$39.96 OT/hour.<br><br>Funds will also be requested to reimburse the following employer-paid fringe associated with the overtime: FICA (7.65%), Workers Comp (2.63%), & Pension (23.10%). | \$15,262.83        |
| <b>TOTAL</b> |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>\$32,468.83</b> |

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board’s determination of acceptable expenditures requested for reimbursement shall be conclusive.

#### **SECTION IV: AMENDMENTS**

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

##### **Non-Monetary Amendments**

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board’s grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

##### **Monetary Amendments**

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board’s grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board’s grant supervisor.

#### **SECTION V: DATA COLLECTION REQUIREMENTS**

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

##### **Local Law Enforcement Agency – Individual Data Collection**

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Encounter date and reporting agency information
  - a. Date of the encounter
  - b. Agency Name
  - c. Name and title of Officer reporting the encounter
2. Location of the encounter
  - a. City or unincorporated area
  - b. County
  - c. Address
3. Personal identifying information for the suspected unauthorized alien
  - a. First, middle, last name
  - b. Country of citizenship
  - c. Alien registration number (if applicable)
  - d. Date of birth
  - e. Sex
  - f. Complete street address, city, state, and zip code
  - g. Current telephone number
  - h. Street address for current employer
  - i. Identified or suspected criminal gang affiliation
  - j. Vehicle information (description, registration, license plate)
  - k. Criminal history (Yes or No)
  - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
  - a. Criminal charges list in order of severity
  - b. Information describing whether ICE was contacted during the encounter, if yes:
  - c. Indication if personnel from ICE responded
  - d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck.  
This is not required if a jail facility takes a booking photograph after a criminal arrest.

#### **Local Law Enforcement Agency – Summary Data Collection**

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

#### **Detention Facility – Summary Data Collection**

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15<sup>th</sup> of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

## **SECTION VI: PERFORMANCE REPORTING**

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

### **IGP-A Immigration Enforcement Training Programs**

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

### **IGP-B Subletting Detention Beds to Immigration and Customs Enforcement**

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

#### **IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement**

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

#### **IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities**

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

#### **IGP-E Bonus Payments to Law Enforcement Officers**

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

#### **IGP-F Bonus Payments to Corrections Officers**

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

#### **IGP-G Equipment, Hardware and Software**

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

#### **IGP-H Other Costs Associated with Immigration Enforcement**

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The

Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

## SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All reimbursement requests associated with this award will be managed through the Board's electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

### Expense Entry

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

| Overtime and Associated Fringe Benefits |                                                                                                                               |                                                                                                                                                                                                                                        |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Field Name                              | Data Required                                                                                                                 | Example                                                                                                                                                                                                                                |
| Salary                                  | Total cost being requested for reimbursement                                                                                  | \$1,473.40                                                                                                                                                                                                                             |
| Expense Date                            | Date Paid (or last date paid if multiple for the month)                                                                       | 03/31/2025                                                                                                                                                                                                                             |
| Expense Status                          | Reviewed                                                                                                                      | N/A                                                                                                                                                                                                                                    |
| Payee                                   | Officer Name                                                                                                                  | John Doe                                                                                                                                                                                                                               |
| Description                             | Description of Activity<br>Dates Work Performed<br>Total Hours x Pay Rate<br>Benefits Breakdown<br>Date(s) Paid               | DIO Task Force Operation<br>OT Dates: 03/10/2025, 3/23/2025<br>10 hours x \$100/hour = \$1,000<br>FICA = \$1,000 x 7.65% = \$76.50<br>FRS = \$1,000 x 35.19% = \$351.90<br>WC = \$1,000 x 4.5% = \$45.00<br>Paid: 3/17/2025, 3/31/2025 |
| Documentation to Upload                 | Timesheets<br>OT detail slips (if applicable)<br>Paystub<br>Employer-paid benefit statement (if not clearly shown on paystub) | N/A                                                                                                                                                                                                                                    |
| Travel Costs and Mileage                |                                                                                                                               |                                                                                                                                                                                                                                        |
| Field Name                              | Data Required                                                                                                                 | Example                                                                                                                                                                                                                                |
| Direct Cost                             | Total cost being requested for reimbursement                                                                                  | \$501.42                                                                                                                                                                                                                               |
| Expense Date                            | Date Traveler Paid by Participating Agency                                                                                    | 03/31/2025                                                                                                                                                                                                                             |
| Expense Status                          | Reviewed                                                                                                                      | N/A                                                                                                                                                                                                                                    |
| Payee                                   | Traveler Name                                                                                                                 | John Doe                                                                                                                                                                                                                               |
| Description                             | Reason<br>Destination(s)<br>Dates of travel                                                                                   | 287(g) operation in Orlando, FL<br>Dates: 3/15/2025 – 3/17/2025<br>Mileage: \$0.445/mile x 147 mi. = \$65.42                                                                                                                           |

|                                             |                                                                                                                                     |                                                                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                                             | Breakdown of associated travel cost                                                                                                 | Hotel: 2 nights x \$176.50/night = \$353<br>Meals: \$83                                                                       |
| Documentation to Upload                     | Travel Voucher (Form SBIE-004) and documentation as required by form.                                                               | N/A                                                                                                                           |
| <b>Subletting Beds to ICE</b>               |                                                                                                                                     |                                                                                                                               |
| Field Name                                  | Data Required                                                                                                                       | Example                                                                                                                       |
| Direct Cost                                 | Total cost being requested for reimbursement for reporting month                                                                    | \$1,960.00                                                                                                                    |
| Expense Date                                | Last day of the reporting month                                                                                                     | 03/31/2025                                                                                                                    |
| Expense Status                              | Reviewed                                                                                                                            | N/A                                                                                                                           |
| Payee                                       | Participating agency name                                                                                                           | Elm County Sheriff's Office                                                                                                   |
| Description                                 | Invoice Period<br>Total number of detainees<br>Total number of bed days<br>Reimbursement Rate                                       | March 2025<br># of Detainees = 25<br># of Bed Days = 56<br>Rate = \$35/day                                                    |
| Documentation to Upload                     | Monthly Bed Day Summary (Form SBIE-005)                                                                                             | N/A                                                                                                                           |
| <b>Equipment, Hardware, and/or Software</b> |                                                                                                                                     |                                                                                                                               |
| Field Name                                  | Data Required                                                                                                                       | Example                                                                                                                       |
| Direct Cost                                 | Total cost being requested for reimbursement for reporting month                                                                    | \$17,500                                                                                                                      |
| Expense Date                                | Date invoice paid by Participating Agency                                                                                           | 03/31/2025                                                                                                                    |
| Expense Status                              | Reviewed                                                                                                                            | N/A                                                                                                                           |
| Payee                                       | Vendor/Supplier                                                                                                                     | Idemia                                                                                                                        |
| Description                                 | Item(s) calculation<br>Service Period (if applicable)<br>Method of Payment (check #, ACH, credit care)                              | (5) Rapid ID devices @ \$3,100 each<br>MDM software @ \$2,000 each (October 2025 – September 2026)<br>Paid with Check # 25985 |
| Documentation to Upload                     | Purchase Order<br>Invoice<br>Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)        | N/A                                                                                                                           |
| <b>Contract Services</b>                    |                                                                                                                                     |                                                                                                                               |
| Field Name                                  | Data Required                                                                                                                       | Example                                                                                                                       |
| Direct Cost                                 | Total cost being requested for reimbursement for reporting month                                                                    | \$9,000                                                                                                                       |
| Expense Date                                | Date invoice paid by Participating Agency                                                                                           | 03/31/2025                                                                                                                    |
| Expense Status                              | Reviewed                                                                                                                            | N/A                                                                                                                           |
| Payee                                       | Vendor/Supplier                                                                                                                     | Elm County Sheriff's Office                                                                                                   |
| Description                                 | Short expense description<br>Service Period (if applicable)<br>Item(s) calculation<br>Method of Payment (check #, ACH, credit card) | Software configuration and programming for September 2025<br>120 hours at \$75/hour<br>Paid by ACH                            |
| Documentation to Upload                     | Purchase Order (if applicable)<br>Invoice<br>Service Log/Documentation                                                              | N/A                                                                                                                           |

|  |                                                                                                 |  |
|--|-------------------------------------------------------------------------------------------------|--|
|  | Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement) |  |
|--|-------------------------------------------------------------------------------------------------|--|

### **Budget Reporting Period and Payment Requests**

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

| #  | Period                  | Due Date   | #  | Period                  | Due Date   |
|----|-------------------------|------------|----|-------------------------|------------|
| 01 | 02/17/2025 – 02/28/2025 | 03/30/2025 | 10 | 11/01/2025 – 11/30/2025 | 12/30/2025 |
| 02 | 03/01/2025 – 03/31/2025 | 04/30/2025 | 11 | 12/01/2025 – 12/31/2025 | 01/30/2026 |
| 03 | 04/01/2025 – 04/31/2025 | 05/30/2025 | 12 | 01/01/2026 – 01/31/2026 | 02/28/2026 |
| 04 | 05/01/2025 – 05/31/2025 | 06/30/2025 | 13 | 02/01/2026 – 02/28/2026 | 03/30/2026 |
| 05 | 06/01/2025 – 06/30/2025 | 07/30/2025 | 14 | 03/01/2026 – 03/31/2026 | 04/30/2026 |
| 06 | 07/01/2025 – 7/31/2025  | 08/30/2025 | 15 | 04/01/2026 – 04/30/2026 | 05/30/2026 |
| 07 | 08/01/2025 – 08/31/2025 | 09/30/2025 | 16 | 05/01/2026 – 05/31/2026 | 06/30/2026 |
| 08 | 09/01/2025 – 09/30/2025 | 10/30/2025 | 17 | 06/01/2026 – 06/30/2026 | 07/30/2026 |
| 09 | 10/01/2025 – 10/31/2025 | 11/30/2025 | 18 | Final Reconciliation    | 08/30/2026 |

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board's grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a \$0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

### **Payment Request Submission Certification**

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

“Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my

organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year.”

The Board’s grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board’s grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

### **Payment Request Approval and Reimbursement**

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida’s performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board’s determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency’s own selection in the state’s vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

## **SECTION VIII: AWARD CONTACTS**

Any changes to the individuals identified below must be made in writing.

### **Board’s Grant Manager**

Josue Jean  
Government Analyst II  
P.O. Box 1489  
Tallahassee, FL 32302-1489  
850-617-1276  
JosueJean@fdle.state.fl.us

### **Participating Agency Grant Manager**

Mary Mearsheimer  
Procurement Agent  
1065 Ridgewood Avenue  
Holly Hill, FL, 32117  
386-248-9429  
mmearsheimer@hollyhillfl.org

### **Participating Agency Chief Official**

John Penny  
Mayor  
1065 Ridgewood Avenue  
Holly Hill, FL, 32117  
386-248-9420  
jpenny@hollyhillfl.org

### **Participating Agency Chief Financial Officer**

Michele Moore  
Finance Director  
1065 Ridgewood Avenue  
Holly Hill, FL, 32117  
386-248-9426  
mmoore@hollyhillfl.org

## SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

| Condition Number | Condition Language                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S0001            | As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.       |
| S0007            | This award contains grant funds to provide bonus payments for qualified law enforcement officers participating in eligible Department of Homeland Security task force activities. The Participating Agency is required to track the eligibility of each officer and the qualifying task force operations each officer participated in. This documentation must be maintained by the Participating Agency and provided upon request. |
| W0008            | WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a law enforcement officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-001) for each law enforcement officer receiving the bonus.                                                                                                                                                                     |
| S0011            | This award contains grant funds for other costs associated with immigration enforcement. The Participating Agency is required to track all costs and associated activities in sufficient detail and maintain appropriate financial documentation. This documentation must be submitted with any payment request for the allowable other costs in the approved award budget.                                                         |
| W0014            | WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's overtime policy.                                                                                                                                                                            |
| S0015            | This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. The Participating Agency is required to track immigration-related overtime separately from any other overtime earned. This documentation must be submitted, along with timesheets and paystubs, with any payment request for overtime costs.                                                                     |
| W0019            | WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of Immigration Enforcement. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's procurement policy.                                                                                                                                        |
| W0022            | WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.                                                                 |

## SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

### 1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

- A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.
- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.
- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.
- G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

- H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.
- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.
  - a. The “Convicted Vendors List” (s. 287.133, F.S.)
  - b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
  - c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
  - d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
  - e. The “Suspended Vendors List” (s. 287.1351, F.S.)
  - f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

## **2. Funding and Payment Considerations**

This agreement is subject to the following funding and payment conditions.

- A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should’ve been paid, the Participating Agency shall refund the overage to the Board.
- B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency’s performance of allowable activities outlined in this agreement.
- C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.

- D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.
- E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the recipient to have forfeited any all rights to reimbursement of the final payment request under this agreement.
- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts  
P.O. Box 1489  
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this

agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

### **3. Monitoring and Audit Requirements**

This agreement is subject the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriation by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.
- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.
- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.
- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30<sup>th</sup> each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

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

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.
- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

#### **4. Mandatory Disclosures**

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.
- C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.
- D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

## **5. Public Records Requirements**

This agreement is subject to the following public records related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.
- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.
- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law

Enforcement's Public Records Section at [publicrecords@fdle.state.fl.us](mailto:publicrecords@fdle.state.fl.us) or via phone to (850) 410-7676.

## **6. Nonexpendable Property**

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

## **6. Subcontracts**

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.

- B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.
- C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:
  - a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
  - b. Specific deliverables related to the scope of work.
  - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
  - d. The financial consequences that will apply if the minimum level of service is not attained.
  - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
  - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

## **7. Indemnification**

This agreement is subject to the following indemnification related conditions.

- A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Recipient, its agents, employees, partners, or subcontractors. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate

for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.

- B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

## **8. Termination and Force Majeure**

This agreement is subject to the following termination related conditions.

- A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
- B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.
- C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.
- D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency shall not provide any deliverable outlined in Section II after it receives the Board's notice of termination, except as the Board specifically instructs the Participating Agency in writing. The Participating Agency is not entitled to recover any cancellation charges or lost profits.
- E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.

- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

## SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

**Modifications to this page, including strikeovers, whiteout, etc. are not permitted.**

**Award ID:** IG037

**Award Amount:** \$32,468.83

### Participating Agency Holly Hill Police Department

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

#### Participating Agency Chief Official

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: John Penny, Mayor

**\*\*\* If using a designee, sign the Chief Official Designee section below\*\*\***

#### Participating Agency Chief Official Designee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

#### Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

#### State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2025-2026**

|                                                                                                                                                                                                                     |                 |                      |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|--------------|
| Requesting Department                                                                                                                                                                                               |                 |                      | Date         |
| Finance                                                                                                                                                                                                             |                 |                      | 11/11/2025   |
| ADD FUNDS TO ACCOUNT NUMBER:                                                                                                                                                                                        | PROJECT NUMBER: | ACCOUNT DESCRIPTION: | AMOUNT:      |
| 001-0000-334-2400                                                                                                                                                                                                   |                 | State Grants         | 32,468.83    |
|                                                                                                                                                                                                                     |                 |                      |              |
|                                                                                                                                                                                                                     |                 |                      |              |
| Total                                                                                                                                                                                                               |                 |                      | 32,468.83    |
| ADD FUNDS TO ACCOUNT NUMBER:                                                                                                                                                                                        | PROJECT NUMBER: | ACCOUNT DESCRIPTION: | AMOUNT:      |
| 001-2110-521-1500                                                                                                                                                                                                   |                 | Incentive Pay        | 4,306.00     |
| 001-2110-521-5201                                                                                                                                                                                                   |                 | Operating Supplies   | 12,900.00    |
| 001-2110-521-1400                                                                                                                                                                                                   |                 | Overtime             | 15,262.83    |
| Total                                                                                                                                                                                                               |                 |                      | 32,468.83    |
| <b>Purpose of Transfer:</b> (include as much detail as possible)                                                                                                                                                    |                 |                      |              |
| To record Local Law Enforcement Immigration Grant Program award. Award Number IG037. Allocated per grant award description and funding categories.                                                                  |                 |                      |              |
| <b>Note:</b> Funds can only be transferred within the <u>same</u> fund and <u>same</u> department without requiring further commission action. In addition funds can only be expended after amendment is completed. |                 |                      |              |
| ----- Management Approvals -----                                                                                                                                                                                    |                 |                      |              |
| Department Head Signature                                                                                                                                                                                           |                 | Date                 |              |
| City Manager Signature                                                                                                                                                                                              |                 | Date                 |              |
| ----- For Finance Use Only -----                                                                                                                                                                                    |                 |                      |              |
| Finance Review                                                                                                                                                                                                      |                 |                      |              |
| Finance Director Signature                                                                                                                                                                                          |                 | Date                 | Resolution # |

## **DISCUSSION:**

On October 14, 2025, the City Commission approved an agreement with Carter Electric to provide the electrical service conversions related to Phase III of the Overhead to Underground Utility Conversions Project. In order to ensure that work is done to the specifications of the design, the City sought a proposal from Mead & Hunt to provide services to include: Construction Contract Administration and Engineer of Record Services, Construction Observation and Project Management. The total cost of this proposal is \$68,720.40. A copy of the proposal is included under “Exhibit A”.

Mead & Hunt is a continuing services consultant for the city via resolution 2022-R-23. A copy of the continuing services agreement is included under “Exhibit B”.

## **FINANCIAL ANALYSIS:**

\$990,000 has been allocated in the fiscal year 2025-2026 budget under general ledger account 139 8110-580-6300 for Phase III of the Overhead to Underground Utility Conversions Project. \$78,924.01 remains in the budget to provide for the CEI services with a proposed cost of \$68,720.40.

## **STAFF RECOMMENDATION:**

Approve an agreement with Mead & Hunt from the provision of CEI services for the electrical service conversions portion of Phase III of the Overhead to Underground Utility Conversions project at a cost of \$68,720.40 and authorize the City Manager to execute the same.

## **COMMISSION GOAL:**

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention

## **MOTION:**

**APPROVE AN AGREEMENT WITH MEAD & HUNT FOR THE PROVISION OF CEI SERVICES FOR THE ELECTRICAL SERVICE CONVERSIONS PORTION OF PHASE III OF THE OVERHEAD TO UNDERGROUND UTILITY CONVERSIONS PROJECT AT A COST OF \$68,720.40 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.**

**RESOLUTION 2025-R-96**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD & HUNT, INC., FOR THE PROVISION OF CEI SERVICES FOR THE ELECTRICAL SERVICE CONVERSIONS PORTION OF PHASE III OF THE OVERHEAD TO UNDERGROUND UTILITY CONVERSIONS PROJECT AT A COST OF \$68,720.40 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the conversion of electrical services for commercial customers is required as a part of the overhead to underground project; and

**WHEREAS**, construction administration, inspection and project management services are needed to ensure that all work is completed according to project design; and

**WHEREAS**, Mead & Hunt, Inc., is a continuing services consultant with the city who has designed the electrical conversion portions of the Overhead to Underground Utility Conversions Project; and

**WHEREAS**, staff have analyzed the proposal submitted and found it to be reasonable.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill approve an agreement with Mead & Hunt, Inc., for the provision of CEI services for the electrical service conversions portion of the Phase 3 Overhead to Underground Utility Conversions Project at a cost of \$68,720.40 and authorize the City Manager to execute the same.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**



September 16, 2025

Steve Juengst  
Deputy Director  
Department of Public Works  
City of Holly Hill  
453 LPGA Blvd  
Holly Hill, FL 32117

Email: [sjuengst@hollyhill.org](mailto:sjuengst@hollyhill.org)

**Subject: US1 Undergrounding Phase 3 – CEI for Electrical Service Conversions**

Dear Mr. Juengst,

We are pleased to present the enclosed scope of services and fee estimate for the Construction Engineering and Inspection (CEI) for the electrical service conversions that was recently bid. The attached scope of services describes, in detail, what our firm understands to be required for this portion of the project. If you have any questions or comments, please contact our office.

Sincerely,  
MEAD & HUNT, Inc.

A blue ink signature of David A. King, PE.

David A. King, PE  
Project Manager/Vice President

A blue ink signature of Chris Fagerstrom, PE.

Chris Fagerstrom, PE  
Stormwater Practice Leader

DAK/CF:bf

Attachment: Scope of Services and Fee Estimate

**CITY OF HOLLY HILL  
SCOPE OF SERVICES  
FOR  
US1 UTILITY UNDERGROUNDING PHASE 3 – CEI FOR ELECTRICAL SERVICE CONVERSIONS**

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL**

The CITY desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Design and Data Collection - COMPLETE
- Part B - Easement Acquisition - COMPLETE
- Part C – Utility Service (Secondaries) Conversions - UNDERWAY
- Part D – Streetlight Design/Traffic Operations Undergrounding - UNDERWAY
- Part E - Utility Installation and Removal of Overhead - UNDERWAY

The CITY recently received a bid for the electrical service conversions. The construction phase services for such were specifically excluded from the previous design/permitting scope of services with the intention that these services would be included in a separate, future scope of services.

**SCOPE OF SERVICES**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – CONSTRUCTION CONTRACT ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES**

Upon bid award by the CITY, MEAD & HUNT will coordinate the construction contract execution and issue the notice to proceed to the contractor on behalf of the CITY.

Deliverables: Executed contracts, Notice to proceed

MEAD & HUNT will prepare an agenda for and conduct a pre-construction meeting with the CITY and the contractor. MEAD & HUNT will distribute meeting minutes to attendees. MEAD & HUNT will maintain communication with the CITY and contractor by leading and participating in up to six (6) construction in-person or hybrid progress meetings. The progress meetings will be conducted at the CITY facility, at the project site or virtual via MS Teams. MEAD & HUNT will prepare and distribute an agenda and meeting summary for each meeting. Deliverables: Meeting summaries

The contractor will prepare construction submittals for various materials and other components of the work as specified in the contract documents. These submittals will be reviewed by MEAD & HUNT for compliance

with the design concept and contract requirements. MEAD & HUNT will maintain a log of submittals. MEAD & HUNT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will maintain a RFI log. Deliverables: RFI responses, RFI log

MEAD & HUNT will prepare, issue, and coordinate field orders, work directives, Requests for Proposals (RFP's), and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will help during negotiations of contractor cost proposals and will review claims and provide recommendations to the CITY. Deliverables: Work directives, requests for proposals, change orders and log

MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. Deliverables: Approved pay requests.

MEAD & HUNT will conduct six (6) site visits in conjunction with progress meetings and other required inspections.

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. MEAD & HUNT will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout. Deliverables: Preliminary and final punchlists

## **PHASE 2 – CONSTRUCTION OBSERVATION**

MEAD & HUNT will supply a resident project representative (RPR) for part-time construction observation/documentation for the project. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward complaints.

Deliverables: Reports of work activities, construction digital photographs, complaint logs

## **PHASE 3 – PROJECT MANAGEMENT**

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 6-month project duration. MEAD & HUNT will implement a quality assurance and control process, which includes Independent technical review of all project deliverables. The PM will coordinate and lead monthly undergrounding project coordination calls with all stakeholders and prepare and distribute project status reports with updated schedule and cost information. Deliverables: Monthly invoices, monthly project status reports

### **EXCLUSIONS**

This scope of services excludes all items not specifically described herein, including but not limited to:

- Building/Electrical Permit Inspection (to be provided by CITY Building Department)
- Coordination with property owners for building permits/notice of commencements (to be provided by CITY)

### **SCHEDULE**

MEAD & HUNT will strive to complete the above work according to or in advance of the following schedule.

| <b>Phase</b>                       | <b>Estimated<br/>Start Month</b> | <b>Estimated<br/>End Month</b> | <b>Commencing Upon</b>       |
|------------------------------------|----------------------------------|--------------------------------|------------------------------|
| Phase 1 – CA and EOR Services      | 2                                | 6                              | NTP to contractor            |
| Phase 2 – Construction Observation | 2                                | 6                              | NTP to contractor            |
| Phase 3 – Project Management       | 1                                | 6                              | Receipt of notice to proceed |

### **COMPENSATION**

The not-to-exceed cost for this work is **\$68,720.40** based on the following breakdown and estimated labor schedule.

| <b>Phase/Task</b>                  | <b>Fee</b>         | <b>Basis</b> |
|------------------------------------|--------------------|--------------|
| Phase 1 – CA and EOR Services      | \$36,300.06        | Lump Sum     |
| Phase 2 – Construction Observation | \$22,526.92        | Lump Sum     |
| Phase 3 – Project Management       | \$8,393.42         | Lump Sum     |
| Subtotal                           | <b>\$67,220.40</b> | Lump Sum     |
| Phase 4 – Reimbursables            | \$1,500.00         | Actual cost  |
| <b>TOTAL</b>                       | <b>\$68,720.40</b> |              |

|                               |                                                      | Principal Engineer (Project Director) | Senior Project Engineer | Project Engineer | Project Administrator (CEI) | Senior Inspector (CEI) | Administrative Support |                                    |
|-------------------------------|------------------------------------------------------|---------------------------------------|-------------------------|------------------|-----------------------------|------------------------|------------------------|------------------------------------|
|                               |                                                      | \$ 349.73                             | \$ 245.83               | \$204.03         | \$ 159.04                   | \$ 127.99              | \$ 86.80               |                                    |
| Phase                         | Description                                          | Estimated Hours                       |                         |                  |                             |                        |                        | Phase Subtotal                     |
| 1                             | <b>CA and EOR Services</b>                           |                                       |                         |                  |                             |                        |                        |                                    |
|                               | Contract and NTP                                     | 2                                     |                         |                  |                             |                        | 4                      |                                    |
|                               | Preconstruction meeting                              | 2                                     |                         |                  | 2                           | 2                      | 26                     |                                    |
|                               | Six progress meetings                                | 12                                    |                         |                  | 6                           | 12                     | 24                     |                                    |
|                               | Submittals                                           | 6                                     | 16                      |                  |                             | 8                      | 16                     |                                    |
|                               | Field orders, RFPs                                   | 4                                     | 4                       |                  |                             |                        | 4                      |                                    |
|                               | Pay applications                                     | 6                                     |                         |                  |                             | 6                      | 12                     |                                    |
|                               | Site visits                                          | 12                                    |                         |                  | 6                           |                        |                        |                                    |
|                               | Substantial and final inspections                    | 4                                     |                         |                  | 4                           | 4                      | 2                      |                                    |
|                               | <b>Subtotal</b>                                      | 48                                    | 20                      | 0                | 18                          | 32                     | 88                     | <b>\$ 36,300.06</b>                |
| 2                             | <b>Construction Observation</b>                      |                                       |                         |                  |                             |                        |                        |                                    |
|                               | Part-time inspection (assumed 8 hrs/wk for 22 weeks) |                                       |                         |                  |                             | 176                    |                        |                                    |
|                               | <b>Subtotal</b>                                      | 0                                     | 0                       | 0                | 0                           | 176                    | 0                      | <b>\$ 22,526.92</b>                |
| 3                             | <b>Project Management</b>                            |                                       |                         |                  |                             |                        |                        |                                    |
|                               | Project coordination                                 | 18                                    |                         |                  |                             |                        |                        |                                    |
|                               | Monthly status calls and reports                     | 6                                     |                         |                  |                             |                        |                        |                                    |
|                               | <b>Subtotal</b>                                      | 24                                    | 0                       | 0                | 0                           | 0                      | 0                      | <b>\$ 8,393.42</b>                 |
| <b>Total Labor All Phases</b> |                                                      | <b>72</b>                             | <b>20</b>               | <b>0</b>         | <b>18</b>                   | <b>208</b>             | <b>88</b>              | <b>\$ 67,220.40</b>                |
|                               |                                                      |                                       |                         |                  |                             |                        |                        | <b>Lump Sum Total \$ 67,220.40</b> |
|                               |                                                      |                                       |                         |                  |                             |                        |                        | <b>Reimbursables \$ 1,500.00</b>   |
|                               |                                                      |                                       |                         |                  |                             |                        |                        | <b>Contingency \$ -</b>            |
|                               |                                                      |                                       |                         |                  |                             |                        |                        | <b>GRAND TOTAL \$ 68,720.40</b>    |

# **AUTHORIZATION:**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

MEAD & HUNT, INC.

Approved by: MEAD & HUNT, INC.

By:   
Author/Submitter

By:   
Authorized Signer Review

Name: Chris Fagerstrom, PE  
Title: Stormwater Practice Leader

Name: David King, PE  
Title: Vice President

Date: September 16, 2025

Date: September 16, 2025

Accepted by: CITY OF HOLLY HILL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*The above person is authorized to sign for Client  
and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, [cityclerk@hollyhillfl.org](mailto:cityclerk@hollyhillfl.org).**

**Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects  
(RFQ) #22-PW-01**

**THIS AGREEMENT** is made and entered into this **25 day of January, 2022**, by and between **Mead and Hunt Inc**, duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for five (5) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City Manager.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**

Valerie Manning, City Clerk  
City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, FL 32117  
(386)248-9441

**For Consultant:**

David King, Vice President, (Name, Title)  
Mead & Hunt (Company)  
4401 Eastport Park Way (Address)  
Port Orange, FL 32127 (City, State, Zip)  
386-337-3273 (Phone)

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 8. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

Valerie Manning

**WITNESSES:**

Hernandez

D. Pijott

**CITY OF HOLLY HILL**

Joseph Forte, City Manager

**Dated:** 8-1-2022

**FIRMS**

**By:** David King, Vice President

**Dated:** July 18, 2022

Approved by the City Commission of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. 8 (3) Consent Agenda.

**Mead & Hunt Inc.**  
**City of Holly Hill**  
**General Engineering Consultant RFQ #22-PW-01**  
**Hourly Rate Schedule**

| Contract Position Title               | M&H Internal Billing Title    | Raw Hourly Labor Rate | Multiplier | Loaded Hourly Labor Rate |
|---------------------------------------|-------------------------------|-----------------------|------------|--------------------------|
| Principal Engineer (Project Director) | Senior Associate, Principal   | \$ 102.98             | 280.16%    | \$ 288.51                |
| Project Manager                       | Senior Client/Project Manager | \$ 86.73              | 280.16%    | \$ 242.98                |
| Senior Project Engineer               | Senior Project Engineer       | \$ 74.16              | 280.16%    | \$ 207.77                |
| Project Engineer                      | Engineer IV/Senior Engineer   | \$ 61.46              | 280.16%    | \$ 172.19                |
| Senior Designer (CADD)                | Senior Engineering Technician | \$ 55.62              | 280.16%    | \$ 155.82                |
| Project Administrator (CEI)           | Engineering Technician IV     | \$ 46.84              | 280.16%    | \$ 131.23                |
| Engineering Intern                    | Engineer I/II/III             | \$ 40.65              | 280.16%    | \$ 113.89                |
| Designer (CADD)                       | Engineering Technician III    | \$ 34.63              | 280.16%    | \$ 97.02                 |
| GIS Technician                        | Engineering Technician III    | \$ 34.63              | 280.16%    | \$ 97.02                 |
| Senior Inspector (CEI)                | Engineering Technician III    | \$ 33.24              | 280.16%    | \$ 93.13                 |
| Inspector (CEI)                       | Engineering Technician II     | \$ 28.56              | 280.16%    | \$ 80.01                 |
| Administrative Support                | Admin Assistant               | \$ 25.63              | 280.16%    | \$ 71.81                 |

**Notes:**

1. Audited multiplier per audit for fiscal year ending October 31, 2020 is 268.16%.
2. FY2020 audited rate was lower than previous years due to lower expenses caused by COVID.
3. Raw hourly labor rate range based on current staffing and salaries as of December 13, 2021.
4. Raw hourly rates and multiplier are subject to annual adjustments.
5. This schedule is effective between January 1, 2022 and December 31, 2022.

**Expenses:**

Out-of-Pocket Direct Job Expenses (subconsultants, reproduction, postage, permit application fees, etc.) = Actual Cost + 5%

**Travel:**

Company/Personal Car Mileage (work required to be performed out of Volusia County) = IRS rate per mile

**Billing:**

Invoicing will be on a monthly basis for work performed.



**DISCUSSION:**

The City of Holly Hill issued Purchase Orders and initiated Projects prior to the commencement of Fiscal Year 2026 on October 1, 2025, which remained incomplete at that time.

This Resolution authorizes the carryover of budgeted funds into the new fiscal year to continue funding Purchases and Projects that began in the prior fiscal year but were incomplete as of September 30, 2025. Carrying over these funds ensures that ongoing projects and contractual obligations are appropriately funded without duplication or disruption of services.

**FISCAL ANALYSIS:**

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level. A detailed listing of open purchase orders and projects is attached as “Attachment A”. A budget amendment is attached as “Attachment B”.

**STAFF RECOMMENDATION:**

Approve Resolution as submitted by staff.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**MOTION:**

**APPROVE AMENDING THE FISCAL YEAR 2025–2026 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRYOVER FUNDS FROM THE FISCAL YEAR 2024–2025 TO THE FISCAL YEAR 2025–2026.**

## **RESOLUTION 2025-R-97**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRYOVER FUNDS FROM THE FISCAL YEAR 2024-2025 TO THE FISCAL YEAR 2025-2026 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2025, which remain incomplete and will carry over from Fiscal Year 2024-2025 into the ensuing fiscal year; and

**WHEREAS**, the City of Holly Hill City Commission adopted Resolution 2025-R-71 approving the Annual Operating Budget for Fiscal Year 2025-2026; amendments 2025-R-89 and 2025-R-90; and

**WHEREAS**, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1. BUDGET AMENDMENT.** The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2025-2026 budget.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2025 through September 30, 2026. This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**

FY2025/2026 Carryforward - Open Purchase Orders and Projects as of 09/30/2025

| Number | Vendor Number | Status             | Issue Date | Vendor Name                         | Amount        | Previous Year Activity | Outstanding  | General Ledger Account | Project            |
|--------|---------------|--------------------|------------|-------------------------------------|---------------|------------------------|--------------|------------------------|--------------------|
| 250349 | 3979          | Partially Received | 04/24/2025 | Advanced Cabling Solutions          | 50,139.05     | 32,611.65              | 17,527.40    | 139-8110-580-6300      | 22ST08             |
| 250135 | 4650          | Partially Received | 11/13/2024 | All State Civil Construction        | 722,088.55    | 479,629.40             | 242,459.15   | 461-8110-580-6300      | 24SW01             |
| 250136 | 4650          | Partially Received | 11/13/2024 | All State Civil Construction        | 973,309.89    | 735,098.31             | 238,211.58   | 407-8110-580-6300      | 25WW01             |
| 250418 | 4650          | Partially Received | 07/10/2025 | All State Civil Construction        | 176,500.00    | -                      | 176,500.00   | 407-8110-580-6300      | 25WW10             |
| 250318 | 1978          | Partially Received | 03/26/2025 | Alpha Omega Glass & Mirror Inc.     | 38,820.14     | 19,410.07              | 19,410.07    | 139-8110-580-6300      | BUS SHELTER        |
| 250456 | 3830          | Outstanding        | 09/04/2025 | Alpha Surfaces LLC                  | 6,446.09      |                        | 6,446.09     | 001-4172-572-4601      | FINANCE CARPET     |
| 230745 | 3930          | Partially Received | 06/12/2024 | BLACK SANDS DEVELOPMENT GROUP PLLC  | 86,901.84     | 51,316.72              | 35,585.12    | 407-8110-580-6400      | 24WW02             |
| 250198 | 3930          | Partially Received | 12/11/2024 | BLACK SANDS DEVELOPMENT GROUP PLLC  | 1,061,239.57  | 807,831.28             | 253,408.29   | 407-8110-580-6300      | 25WA02             |
| 250436 | 3581          | Partially Received | 08/13/2025 | CMI Limited Co                      | 117,194.00    | 70,316.40              | 46,877.60    | 301-8110-580-6300      | 25BG15             |
| 250356 | 4085          | Partially Received | 05/01/2025 | Data Flow Systems LLC               | 6,693.00      | -                      | 6,693.00     | 407-8110-580-6400      | 24WW02             |
| 230114 | 2540          | Partially Received | 10/01/2023 | Dredging & Marine Consultants LLC   | 54,590.00     | 38,760.00              | 15,830.00    | 301-8110-580-6300      | 22BG10             |
| 250357 | 2540          | Outstanding        | 05/02/2025 | Dredging & Marine Consultants LLC   | 22,120.00     | -                      | 22,120.00    | 301-8110-580-6300      | 25BG15             |
| 250444 | 4036          | Outstanding        | 08/21/2025 | Empire Computing & Consulting Inc   | 5,767.10      |                        | 5,767.10     | 001-1306-516-6400      | IT EQUIP           |
| 250464 | 4036          | Outstanding        | 09/24/2025 | Empire Computing & Consulting Inc   | 2,150.00      |                        | 2,150.00     | 001-1306-516-3400      | IT EQUIP           |
| 230793 | 3995          | Partially Received | 08/09/2024 | EWT Holdings III Corp               | 414,250.00    | 372,825.00             | 41,425.00    | 400-8110-580-6300      | 22WW08             |
| 250432 | 3995          | Partially Received | 08/08/2025 | EWT Holdings III Corp               | 10,486.00     |                        | 10,486.00    | 400-3020-535-4601      | AERATOR DISCS      |
| 250222 | 764           | Partially Received | 01/15/2025 | FL POWER & LIGHT CO                 | 3,402,535.00  | 3,391,603.00           | 10,932.00    | 139-8110-580-6300      | 22ST08             |
| 230792 | 4568          | Partially Received | 08/09/2024 | Fluidyne Corporation                | 275,000.00    | 261,250.00             | 13,750.00    | 400-8110-580-6300      | 22WW08             |
| 250448 | 4738          | Outstanding        | 08/27/2025 | Ghost Mechanical                    | 16,500.00     |                        | 16,500.00    | 407-8110-580-6400      | 25WA07             |
| 250245 | 4684          | Partially Received | 08/12/2025 | Gregori Construction                | 811,083.50    | 309,285.80             | 501,797.70   | 301-8110-580-6300      | 22BG10             |
| 250266 | 278           | Partially Received | 02/12/2025 | Halifax Paving                      | 490,482.50    | 321,235.44             | 169,247.06   | 002-4141-541-4601      | 25ST02             |
| 250462 | 3180          | Outstanding        | 09/19/2025 | Hydra Service Inc                   | 23,183.00     |                        | 23,183.00    | 407-8110-580-6300      | 25WW05             |
| 210155 | 3912          | Partially Received | 10/01/2022 | MEAD AND HUNT INC                   | 151,216.13    | 104,705.51             | 46,510.62    | 407-8110-580-6300      | 21WA05             |
| 220149 | 3912          | Partially Received | 10/01/2022 | MEAD AND HUNT INC                   | 682,718.26    | 560,883.06             | 121,835.20   | 400-8110-580-6300      | 22WW08             |
| 230682 | 3912          | Partially Received | 10/01/2022 | MEAD AND HUNT INC                   | 90,947.95     | 72,725.29              | 18,222.66    | 002-8110-580-4601      | 24ST01             |
| 230712 | 3912          | Partially Received | 10/01/2022 | MEAD AND HUNT INC                   | 298,447.49    | 211,786.06             | 86,661.43    | 139-8110-580-6300      | 22ST08             |
| 230762 | 3912          | Partially Received | 06/26/2024 | MEAD AND HUNT INC                   | 68,089.00     | 45,115.47              | 22,973.53    | 461-8110-580-6300      | 24SW01             |
| 250133 | 3912          | Partially Received | 11/13/2024 | MEAD AND HUNT INC                   | 1,026,834.00  | 203,359.78             | 823,474.22   | 400-8110-580-6300      | 24WW08             |
| 250145 | 3912          | Partially Received | 11/14/2024 | MEAD AND HUNT INC                   | 1,136,268.00  | 325,464.34             | 810,803.66   | 400-8110-580-6300      | 24WA06             |
| 230693 | 3912          | Outstanding        | 04/26/2024 | MEAD AND HUNT INC                   | 45,000.00     |                        | 45,000.00    | 407-8110-580-6300      | 24WW08             |
| 220213 | 1352          | Partially Received | 10/01/2023 | Parker Mynchenberg & Assoc.         | 17,534.20     | 15,876.00              | 1,658.20     | 407-8110-580-6300      | 22WW05             |
| 220221 | 1352          | Partially Received | 10/01/2022 | Parker Mynchenberg & Assoc.         | 14,480.00     | 11,753.50              | 2,726.50     | 407-8110-580-6300      | 22WW06             |
| 230297 | 1352          | Partially Received | 07/26/2023 | Parker Mynchenberg & Assoc.         | 30,225.00     | 27,026.90              | 3,198.10     | 301-8110-580-6300      | 22BG12             |
| 250242 | 1352          | Partially Received | 01/27/2025 | Parker Mynchenberg & Assoc.         | 39,625.00     | 23,246.00              | 16,379.00    | 407-8110-580-6300      | 25WW06             |
| 250283 | 1352          | Partially Received | 02/26/2025 | Parker Mynchenberg & Assoc.         | 64,605.00     | 17,545.80              | 47,059.20    | 407-8110-580-6300      | 25WW04             |
| 230804 | 4574          | Partially Received | 08/13/2024 | Sanderson Concrete Construction Inc | 99,814.00     | 41,583.30              | 58,230.70    | 002-8110-580-4601      | 25ST03             |
| 230795 | 4567          | Outstanding        | 08/09/2024 | Saveco North America                | 369,068.00    |                        | 369,068.00   | 400-8110-580-6300      | 22WW08             |
| 250352 | 4567          | Outstanding        | 04/25/2025 | Saveco North America                | 427,117.00    |                        | 427,117.00   | 407-8110-580-6300      | 24WW08             |
| 230665 | 4524          | Partially Received | 07/15/2024 | Sawcross Inc                        | 6,875,005.60  | 5,907,634.51           | 967,371.09   | 400-8110-580-6300      | 22WW08             |
| 230668 | 4524          | Partially Received | 04/16/2024 | Sawcross Inc                        | 897,237.92    | 831,958.23             | 65,279.69    | 400-8110-580-6300      | 22WW08             |
| 250284 | 4524          | Outstanding        | 02/26/2025 | Sawcross Inc                        | 174,501.54    |                        | 174,501.54   | 407-8110-580-6300      | 24WW08             |
| 250438 | 4524          | Outstanding        | 08/14/2025 | Sawcross Inc - Bearing I            | 8,933.98      |                        | 8,933.98     | 400-3020-535-4601      | 25Milton           |
| 250439 | 4524          | Outstanding        | 08/14/2025 | Sawcross Inc - Bearing II           | 8,933.98      |                        | 8,933.98     | 400-3020-535-4601      | 25Milton           |
| 230086 | 3881          | Partially Received | 10/01/2023 | Tetra Tech Inc                      | 31,117.51     | 29,785.00              | 1,332.51     | 495-3040-534-3400      | 22IAN              |
| 230296 | 3881          | Partially Received | 10/01/2023 | Tetra Tech Inc                      | 24,666.20     | 2,475.00               | 22,191.20    | 495-3040-534-3400      | GRANT MGMT HMGP LS |
| 250102 | 3881          | Partially Received | 11/01/2024 | Tetra Tech Inc                      | 33,874.80     | 1,784.17               | 32,090.63    | 400-3020-535-4601      | 25Milton           |
| 250199 | 3881          | Partially Received | 12/12/2024 | Tetra Tech Inc                      | 200,000.00    | 27,685.00              | 172,315.00   | 495-3040-534-3400      | 25Milton           |
| 250351 | 3987          | Partially Received | 04/24/2025 | Verdego LLC                         | 244,335.69    | 122,923.37             | 121,412.32   | 301-8110-580-6300      | 22BG12             |
| 250407 | 4760          | Partially Received | 06/27/2025 | Viking Steel                        | 73,459.20     | 15,062.61              | 58,396.59    | 301-8110-580-6200      | 25BG12             |
| 230528 | 3202          | Partially Received | 12/28/2023 | Zev Cohen                           | 20,610.70     | 19,974.02              | 636.68       | 002-8110-580-4601      | 24ST02             |
| 250312 | 3202          | Partially Received | 03/14/2025 | Zev Cohen                           | 32,500.00     | 16,536.65              | 15,963.35    | 407-8110-580-6300      | 25WW08             |
| 250414 | 3202          | Partially Received | 07/07/2025 | Zev Cohen                           | 26,947.39     | 4,692.04               | 22,255.35    | 002-8110-580-4601      | 25ST03             |
|        |               |                    |            |                                     |               |                        | -            |                        |                    |
|        |               |                    |            |                                     |               |                        | -            |                        |                    |
|        |               |                    |            |                                     |               |                        | -            |                        |                    |
|        |               |                    |            |                                     | 21,981,592.77 | 15,532,754.68          | 6,448,838.09 |                        |                    |

Open Projects as of 09/30/2023

| Project Number | Project Name                      | Project Budget | Prior Year Activity Expense | Budget Remaining | Encumbrance  | Carryforward FY 2024 to FY2025 | Grant Revenue to carry forward | General Ledger Account | Grant Revenue General Ledger Account |
|----------------|-----------------------------------|----------------|-----------------------------|------------------|--------------|--------------------------------|--------------------------------|------------------------|--------------------------------------|
| 22BG09         | OLD FIRE STATION CONVERSION       | 100,000.00     | -                           | 100,000.00       |              | 100,000.00                     |                                | 301-8110-580-6200      |                                      |
| 22BG10         | SEAWALL RIVERSIDE PARK            | 877,203.00     | 355,493.84                  | 521,709.16       | 517,627.70   | 4,081.46                       | 285,370.10                     | 301-8110-580-6300      | 301-0000-334-7530                    |
| 22BG12         | SUNRISE PARK IMPROVEMENTS         | 616,986.00     | 273,026.09                  | 343,959.91       | 124,610.42   | 219,349.49                     |                                | 301-8110-580-6300      |                                      |
| 22ST08         | OVERHEAD TO UNDERGROUND           | 5,993,546.43   | 4,607,469.64                | 1,386,076.79     | 115,120.83   | 1,270,955.96                   |                                | 139-8110-580-6300      |                                      |
| 22WW05         | LIFT STATION #4 REHAB- BAL OF ENG | 368,347.00     | 366,688.80                  | 1,658.20         | 1,658.20     | 0.00                           |                                | 407-8110-580-6300      |                                      |
| 22WW06         | COMPLIANCE SB #64                 | 196,271.40     | 179,513.90                  | 16,757.50        | 2,726.50     | 14,031.00                      |                                | 400-8110-580-6300      |                                      |
| 22WW08         | ARPA BTU #3                       | 9,707,060.00   | 7,976,280.62                | 1,730,779.38     | 1,578,728.98 | 152,050.40                     |                                | 400-8110-580-6300      |                                      |
| 21WA05         | 3RD ST WATER MAIN - ENG BAL       | 151,216.13     | 104,705.51                  | 46,510.62        | 46,510.62    | -                              |                                | 407-8110-580-6300      |                                      |
| 24ST01         | ANNUAL PAVING PROGRAM             | 107,697.95     | 89,475.29                   | 18,222.66        | 18,222.66    | -                              |                                | 002-8110-580-4601      |                                      |
| 24ST02         | SIDEWALK REPLACEMENT - ENG BAL    | 32,577.70      | 31,941.02                   | 636.68           | 636.68       | -                              |                                | 002-8110-580-4601      |                                      |
| 24SW01         | TIDAL FLOW PREVENTERS             | 1,165,434.75   | 553,773.96                  | 611,660.79       | 265,432.68   | 346,228.11                     |                                | 461-8110-580-6300      |                                      |
| 24WA06         | SAHFI WATER                       | 11,305,500.00  | 380,730.17                  | 10,924,769.83    | 810,803.66   | 10,113,966.17                  | 10,869,269.83                  | 400-8110-580-6300      | 400-0000-334-3101                    |

|        |                                          |              |            |              |                            |               |               |                   |                   |
|--------|------------------------------------------|--------------|------------|--------------|----------------------------|---------------|---------------|-------------------|-------------------|
| 24WW02 | NEW GOLF COURSE FLOW VALVE               | 93,594.84    | 51,316.72  | 42,278.12    | 42,278.12                  | -             |               | 407-8110-580-6400 |                   |
| 24WW08 | SAHFI WASTEWATER                         | 9,345,000.00 | 203,359.78 | 9,141,640.22 | 1,470,092.76               | 7,671,547.46  | 7,605,974.05  | 400-8110-580-6300 | 400-0000-334-3501 |
| 24WW09 | SEWER PIPE LINING                        | 79,000.00    | -          | 79,000.00    |                            | 79,000.00     |               | 407-8110-580-6300 |                   |
| 25BG03 | CITY HALL VINYL FLOORING                 | 35,000.00    | 3,957.50   | 31,042.50    |                            | 31,042.50     |               | 301-8110-580-6300 |                   |
| 25BG04 | PUBLIC WORKS ADMIN BUILDING              | 35,000.00    | 22,450.00  | 12,550.00    |                            | 12,550.00     |               | 301-8110-580-6300 |                   |
| 25BG09 | SUNRISE PARK N, DOG PARK DOORS           | 42,000.00    | 12,998.79  | 29,001.21    |                            | 29,001.21     |               | 301-8110-580-6200 |                   |
| 25BG12 | QUONSET HUT REPAIR                       | 100,000.00   | 15,619.91  | 84,380.09    | 58,396.59                  | 25,983.50     |               | 301-8110-580-6200 |                   |
| 25BG15 | RIVERSIDE PARK PIER REPLACEMENT          | 222,120.00   | 70,316.40  | 151,803.60   | 68,997.60                  | 82,806.00     |               | 301-8110-580-6300 |                   |
| 25ST02 | ANNUAL PAVING PROGRAM                    | 569,809.49   | 321,235.44 | 248,574.05   | 169,247.06                 | 79,326.99     |               | 002-4141-541-4601 |                   |
| 25ST03 | ANNUAL SIDEWALK REPLACEMENT PROGRAM      | 661,481.30   | 46,275.34  | 615,205.96   | 80,486.05                  | 534,719.91    |               | 002-8110-580-4601 |                   |
| 25SW01 | PIPE LINING OF STORMWATER PIPES          | 191,000.00   | -          | 191,000.00   |                            | 191,000.00    |               | 461-8110-580-6300 |                   |
| 25SW05 | REGIONAL DRAINAGE AND ESTUARY MONITORING | 31,000.00    | -          | 31,000.00    |                            | 31,000.00     |               | 461-8110-580-6300 |                   |
| 25WA02 | 3RD STREET WATER MAIN                    | 1,080,000.00 | 807,831.28 | 272,168.72   | 253,408.29                 | 18,760.43     |               | 407-8110-580-6300 |                   |
| 25WA06 | GALVANIZED PIPE REPLACEMENT              | 350,000.00   | -          | 350,000.00   | -                          | 350,000.00    |               | 407-8110-580-6300 |                   |
| 25WA07 | HVAC WATER PLANT                         | 16,500.00    | -          | 16,500.00    | 16,500.00                  | -             |               | 407-8110-580-6400 |                   |
| 25WW01 | LIFT STATION 4 REHAB                     | 973,309.89   | 735,098.30 | 238,211.59   | 238,211.59                 | -             |               | 407-8110-580-6300 |                   |
| 25WW04 | SEWER LINING                             | 399,690.11   | 176,919.90 | 222,770.21   | 47,059.20                  | 175,711.01    |               | 407-8110-580-6300 |                   |
| 25WW05 | LIFT STATION PUMP REPLACEMENTS           | 91,539.63    | 68,356.63  | 23,183.00    | 23,183.00                  | -             |               | 407-8110-580-6300 |                   |
| 25WW06 | SB 64 - PARKS RECLAIM                    | 66,332.56    | 49,953.56  | 16,379.00    | 16,379.00                  | -             |               | 407-8110-580-6300 |                   |
| 25WW08 | LIFT STATIONS 7, 14, 15 HMGP             | 557,890.00   | 16,536.65  | 541,353.35   | 15,963.35                  | 525,390.00    | 360,000.00    | 407-8110-580-6300 | 407-0000-331-5200 |
| 25WW09 | UTILITY TANK REPLACEMENT                 | 200,000.00   | -          | 200,000.00   |                            | 200,000.00    |               | 407-8110-580-6300 |                   |
| 25WW10 | LIFT STATION #20 BYPASS PUMP             | 215,600.00   | 15,000.00  | 200,600.00   | 176,500.00                 | 24,100.00     | 150,000.00    | 407-8110-580-6300 | 407-0000-331-5010 |
| 25WW11 | RECLAIMED WATER INSTALLATIONS            | 532,929.86   | -          | 532,929.86   |                            | 532,929.86    |               | 407-8110-580-6300 |                   |
|        |                                          |              |            |              | Total projects             | 22,815,531.46 | 19,270,613.98 |                   |                   |
|        |                                          |              |            |              | Total open purchase orders | 6,448,838.09  |               |                   |                   |
|        |                                          |              |            |              | Total all carryforward     | 29,264,369.55 |               |                   |                   |

| <b>CITY OF HOLLY HILL</b><br><b>Budget Amendment Request</b><br><b>Fiscal Year 2025-2026</b>                                                                    |                 |                                            |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------|-----------------------|
| Requesting Department                                                                                                                                           |                 |                                            | Date                  |
| Finance                                                                                                                                                         |                 |                                            | 11/11/2025            |
| ADD FUNDS TO ACCOUNT NUMBER:                                                                                                                                    | PROJECT NUMBER: | ACCOUNT DESCRIPTION:                       | AMOUNT:               |
| 001-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 14,363.19             |
| 002-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 882,639.35            |
| 139-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 1,405,486.86          |
| 301-0000-334-7530                                                                                                                                               |                 | FL INLAND NAVIGATION DISTRICT GRANT (FIND) | 285,370.10            |
| 301-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 989,076.37            |
| 400-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 2,749,802.60          |
| 400-0000-334-3101                                                                                                                                               |                 | INTERGOVERNMENTAL - SAHFI WATER            | 10,869,269.83         |
| 400-0000-334-3501                                                                                                                                               |                 | INTERGOVERNMENTAL - SAHFI WASTEWATER       | 7,605,974.05          |
| 407-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 2,922,887.70          |
| 407-0000-331-5010                                                                                                                                               |                 | CDBG                                       | 150,000.00            |
| 407-0000-331-5200                                                                                                                                               |                 | FEMA GRANT REVENUE                         | 360,000.00            |
| 461-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 833,660.79            |
| 495-0000-389-1000                                                                                                                                               |                 | PRIOR YEAR CARRYOVER                       | 195,838.71            |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
| Total                                                                                                                                                           |                 |                                            | 29,264,369.55         |
| ADD FUNDS TO ACCOUNT NUMBER:                                                                                                                                    | PROJECT NUMBER: | ACCOUNT DESCRIPTION:                       | AMOUNT:               |
| 001-1306-516-3400                                                                                                                                               |                 | OTHER SERVICES                             | 2,150.00              |
| 001-1306-516-6400                                                                                                                                               |                 | MACHINERY & EQUIPMENT                      | 5,767.10              |
| 001-4172-572-4601                                                                                                                                               |                 | REPAIRS & MAINTENANCE                      | 6,446.09              |
| 002-4141-541-4601                                                                                                                                               |                 | REPAIRS & MAINTENANCE                      | 248,574.05            |
| 002-8110-580-4601                                                                                                                                               |                 | REPAIRS & MAINTENANCE                      | 634,065.30            |
| 139-8110-580-6300                                                                                                                                               |                 | INFRASTRUCTURE                             | 1,405,486.86          |
| 301-8110-580-6200                                                                                                                                               |                 | BUILDINGS                                  | 213,381.30            |
| 301-8110-580-6300                                                                                                                                               |                 | INFRASTRUCTURE                             | 1,061,065.17          |
| 400-3020-535-4601                                                                                                                                               |                 | REPAIRS & MAINTENANCE                      | 60,444.59             |
| 400-8110-580-6300                                                                                                                                               |                 | INFRASTRUCTURE                             | 21,164,601.89         |
| 407-8110-580-6300                                                                                                                                               |                 | INFRASTRUCTURE                             | 3,374,109.58          |
| 407-8110-580-6400                                                                                                                                               |                 | MACHINERY & EQUIPMENT                      | 58,778.12             |
| 461-8110-580-6300                                                                                                                                               |                 | INFRASTRUCTURE                             | 833,660.79            |
| 495-3040-534-3400                                                                                                                                               |                 | OTHER SERVICES                             | 195,838.71            |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
|                                                                                                                                                                 |                 |                                            |                       |
| Total                                                                                                                                                           |                 |                                            | 29,264,369.55         |
| <b>Purpose of Transfer:</b> (include as much detail as possible)<br>To Carryover open projects and purchase orders as of 09/30/2025 into fiscal year 2025/2026. |                 |                                            | -                     |
| <b>Note:</b> Funds can only be transferred                                                                                                                      |                 |                                            |                       |
| ----- Management Approvals -----                                                                                                                                |                 |                                            |                       |
| _____<br>Department Head Signature                                                                                                                              |                 | _____<br>Date                              |                       |
| _____<br>City Manager Signature                                                                                                                                 |                 | _____<br>Date                              |                       |
| ----- For Finance Use Only -----                                                                                                                                |                 |                                            |                       |
| Finance Review                                                                                                                                                  |                 |                                            |                       |
| _____<br>Finance Director Signature                                                                                                                             |                 | _____<br>Date                              | _____<br>Resolution # |

**DISCUSSION:**

Florida Statute provides that the City Commission shall adopt a final budget and all adjustments within 60 days following the end of the fiscal year after the end of that fiscal year, the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the City Charter.

The purpose of this item is to approve a final amendment to the adopted budget for the City of Holly Hill for Fiscal Year 2024–2025. This amendment is necessary to ensure the City’s financial plan accurately reflects current operational priorities, updated revenue and expenditure projections, and other adjustments identified since the budget’s adoption.

**FISCAL ANALYSIS: STAFF RECOMMENDATION:**

The requested final budget amendments are attached as “Attachment A”.

The changes include:

Increase of VOCA grant revenue from original estimate +\$10,118.00

Increase in CDBG revenue expended on the school zone improvements +\$97,319.00

Increase in Traffic Signal Maintenance revenue +\$42,184.00

Recording of the FI Inland Navigation Grant +\$440,000.00

Decrease in the use of carryforward budgeted for Hurricane Milton debris pickup in excess of actual costs -\$800,000.00

**STAFF RECOMMENDATION:**

Staff recommends that the City Commission approve the FY2024-2025 Adopted Budget – Final Amendment.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**MOTION:**

**APPROVE AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2024-2025.**

**ATTACHMENTS:**

- Attachment A - Budget Amendment FY2024-2025

## **RESOLUTION 2025-R-98**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A FINAL AMENDMENT TO THE ADOPTED BUDGET FOR FISCAL YEAR 2024–2025; PROVIDING FOR THE ADJUSTMENT OF REVENUES AND EXPENDITURES TO REFLECT CURRENT OPERATIONAL PRIORITIES AND FINANCIAL CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Holly Hill adopted the annual operating budget for Fiscal Year 2024–2025 to guide the City’s financial operations and capital improvement planning; and

**WHEREAS**, the City Commission recognizes the need to amend the adopted budget to reflect current operational needs, updated revenue and expenditure projections, and other financial adjustments necessary for accurate and transparent financial management; and

**WHEREAS**, the proposed amendment provides for accurate revenue and expenditure projections as of the first quarter of the fiscal year and ensures the maintenance of a sound and sustainable financial plan; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1. AMENDED BUDGET.** The City Commission of the City of Holly Hill amends the Fiscal Year 2024-2025 budget

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025.**

|                                                                                                                                                                                                                   |        |                            |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------|--------------|
| CITY OF HOLLY HILL                                                                                                                                                                                                |        |                            |              |
| Budget Amendment Request                                                                                                                                                                                          |        |                            |              |
| Fiscal Year 2024-2025                                                                                                                                                                                             |        |                            |              |
| Requesting Department                                                                                                                                                                                             |        |                            | Date         |
| Finance                                                                                                                                                                                                           |        |                            | 9/30/2025    |
| ADD FUNDS TO ACCOUNT NUMBER: PROJECT NUMBER: ACCOUNT DESCRIPTION: AMOUNT:                                                                                                                                         |        |                            |              |
| 001-0000-331-2425                                                                                                                                                                                                 | VOCA   | VOCA Grant                 | 10,118.00    |
| 002-0000-331-5010                                                                                                                                                                                                 |        | CDBG                       | 97,319.00    |
| 001-0000-344-9012                                                                                                                                                                                                 |        | Traffic Signal Maintenance | 42,184.00    |
| 301-0000-334-7530                                                                                                                                                                                                 |        | FI Inland Navigation Grant | 440,000.00   |
| 495-0000-389-1000                                                                                                                                                                                                 |        | Carryforward               | (800,000.00) |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
| Total                                                                                                                                                                                                             |        |                            | (210,379.00) |
| ADD FUNDS TO ACCOUNT NUMBER: PROJECT NUMBER: ACCOUNT DESCRIPTION: AMOUNT:                                                                                                                                         |        |                            |              |
| 001-2110-521-1200                                                                                                                                                                                                 | VOCA   | Regular Salaries & Wages   | 10,118.00    |
| 002-8110-580-4601                                                                                                                                                                                                 |        | Repairs & Maintenance      | 97,319.00    |
| 001-4172-572-4601                                                                                                                                                                                                 |        | Repairs & Maintenance      | 42,184.00    |
| 301-8110-580-6300                                                                                                                                                                                                 | 22BG10 | Infrastructure             | 440,000.00   |
| 495-3040-534-3400                                                                                                                                                                                                 |        | Other Contractual Services | (800,000.00) |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
|                                                                                                                                                                                                                   |        |                            |              |
| Total                                                                                                                                                                                                             |        |                            | (210,379.00) |
| Purpose of Transfer: (include as much detail as possible)                                                                                                                                                         |        |                            |              |
| To record revenue budget for FY2024-2025 and create corresponding expenditure budgets. To decrease Hurricane Milton budgeted use of carryforward for debris pickup based lower than anticipated cost for service. |        |                            |              |
| Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.                    |        |                            |              |
| ----- Management Approvals-----                                                                                                                                                                                   |        |                            |              |
| Department Head Signature                                                                                                                                                                                         |        | Date                       |              |
| City Manager Signature                                                                                                                                                                                            |        | Date                       |              |
| ----- For Finance Use Only -----                                                                                                                                                                                  |        |                            |              |
| Finance Review                                                                                                                                                                                                    |        |                            |              |
| Finance Director Signature                                                                                                                                                                                        |        | Date                       | Resolution # |

## **DISCUSSION:**

On Friday, February 28, 2025 the Charter Review Committee was created by the City Commission which consisted of one member appointed by each member of the City Commission with the Mayor appointing the Committee Chairperson. The term of the Charter Review Committee members was from the date of appointment until dissolution of the Charter Review Committee.

The Charter Review Committee was tasked with reviewing the City Charter and making recommendations to the City Commission no later than October 1, 2025. Both the Charter Review Committee members and the City Commission met to discuss the committee's recommendation at a work session. Following the work session the city attorney was directed to bring forward the agreed upon changes in the form of an ordinance.

The Charter Review Committee has recommended that there be three (3) separate ballot questions, each addressing a separate proposed Charter amendment, one proposing changes to the process for filling vacancies in the office of Mayor and City Commission; one clarifying when the Charter Review Committee shall be appointed and the last one proposing changing to eliminate the requirement the City add fluoride in the City's public water supply.

Attached is an Ordinance with the three recommended charter amendments for the City Commissions consideration to be placed on the ballot Tuesday, November 3, 2026 election.

## **FISCAL ANALYSIS:**

Funds are budgeted in Fiscal Year 2025/26 for the city's regular election. However, funds may need to be budgeted in the FY 2026/27 budget to cover the cost of the referendum, should there be one.

## **STAFF RECOMMENDATION:**

Based on the City Commission's discussions

## **MOTION:**

Based on the City Commission's discussions

## **ORDINANCE 3093**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO FLORIDA STATUTE SECTIONS 101.161 AND 166.031 SETTING FORTH A PROPOSED AMENDMENT TO THE CITY'S CHARTER TO BE SUBMITTED TO THE VOTERS OF THE CITY AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING FOR THE BALLOT TITLE, TITLE FOR THE PROPOSED AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission appointed a Charter Review Committee that reviewed the Charter and recommended three (3) charter amendments; and

**WHEREAS**, the Charter Review Committee has recommended that there be three (3) separate ballot questions, each addressing a separate proposed Charter amendment, one proposing changes to the process for filling vacancies in the office of Mayor and City Commission; one clarifying when the Charter Review Committee shall be appointed and the last one proposing changing to eliminate the requirement the City add fluoride in the City's public water supply.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby proposes the following proposed amendments to the City's Charter.

### **FILLING OF VACANCIES IN THE OFFICE OF MAYOR OR CITY COMMISSIONER BALLOT SUMMARY**

The City Charter currently provides a vacancy in elected office is filled at the next regularly scheduled election unless said election is more than one year in the future, in which case a special election is called to fill the vacancy. This amendment requires the City Commission to appoint a qualified resident within 30 days of such a vacancy to serve on a temporary basis until the next election.

### **BALLOT QUESTION**

Shall the City Charter be amended to require the temporary filling of a vacancy in an elected office by appointment by the City Commission to serve on a temporary basis until the next election?

\_\_\_\_\_ Yes. Approve amending the City Charter.

\_\_\_\_\_ No. Reject amending the City Charter.

## **CHARTER REVIEW COMMITTEE**

### **BALLOT SUMMARY**

The City Charter only requires the City Commission to have a Charter Review Committee every ten (10) years. The proposed amendment requires the City Commission to create the Charter Review Committee by September 30<sup>th</sup> of the year before the 10-year anniversary for the Charter Review, requires Committee members to be registered voters of the City and the Mayor's appointment shall serve as Chairman of the Committee.

### **BALLOT QUESTION**

Should the City Charter be amended to require the Charter Review Committee be created by September 30<sup>th</sup> of the year before the 10-year anniversary date for the Charter Review, require only registered voters of the City be on the Committee and the Mayor's appointment shall serve as Chairman of the Committee?

\_\_\_\_\_ Yes. Approve amending the City Charter.

\_\_\_\_\_ No. Reject amending the City Charter

## **REMOVE REQUIREMENT TO ADD FLOURIDE TO THE CITY PUBLIC WATER SUPPLY**

### **BALLOT SUMMARY**

The City Charter requires fluoride to be added to the City's public water supply. State law was recently amended to not allow the city to add fluoride to the City's potable water supply. The proposed amendment removes the requirement that the city add fluoride to the City's potable water supply so that the City's Charter will be compliant with the current State law.

### **BALLOT QUESTION**

Should the City's Charter be amended to remove the requirement that the city add fluoride to the city public water supply?

\_\_\_\_\_ Yes. Approve amending the City Charter.

\_\_\_\_\_ No. Reject amending the City Charter.

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 3.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**SECTION 4.** That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of NOVEMBER 2025 for first reading.**

## **DISCUSSION:**

The entire code enforcement file for this property is available through the city clerk's office.

The City received a request for a Reduction of a Code Enforcement Lien that has been placed on the property located at 1100 Ridgewood Ave, Holly Hill, FL 3217. The current property owner is in the name of Patricia Oliva, Life Estate. The property is under contract with Jason Stern dba Stern & Stern Properties who intend to have the property developed into a Murphy USA fuel station and convenience store.

This property has fallen in and out of compliance for many years dating back to the summer of 2017. The Special Master heard testimony on this property on November 14, 2017 with the below Findings of Fact.

The property was found to be in violation of the following codes which are contained in the code enforcement file which may be obtained through the city clerk's office.

Sec. 26-61(1)

Sec. 62-61(2)

Sec. 26-61(3)

Sec. 302.2

IPMC 505.3

IPMC 302.7

The violations were corrected with the exception of IPMS 505.3 which is a violation involving the water supply system.

The Conclusions of Law states,

"The respondent and owner of the property is in violation IPMA 505.3, the water supply system shall be installed and maintained to provide supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks."

Furthermore, The Special Master heard testimony on this property again on July 24, 2018 with the below Findings of Fact.

The property was found to be in violation of the following codes which are contained in the code enforcement file which may be obtained through the city clerk's office.

Sec. 26-61(1)

26-61(2)

IPMA 304.2

IMPC 302.3

Sec, 114-727

Sec 62-27(a)

IPMC 505.1

Sec. 54-6(g)

The Conclusions of Law states, in part:

The property owners are in violation of the above stated codes and was required to bring the property into compliance or be subject to fines of \$50.00 per day per violation. Although over the years the property owner partly remedied some violations the violations returned and the property remained in violation accumulating fine resulting in a lien on the property.

Typically, the City Manager would negotiate, with the buyers, a reduction of lien since the property is not in compliance. However, in this particular situation, because the property is likely to have additional unintended costs associated with the clean-up of the environmental concerns, costs associated with the development are expected to increased.

Therefore, to support the elimination of the blighted area which is located at a major entrance into the city's Community Redevelopment Area, the city manager is requesting the outstanding liens be eliminated and only the associated real and staff costs be paid.

The city has requested the following as compensation to release the lien once the property is brought into compliance within 9 months.

**FISCAL ANALYSIS:**

|                         |              |
|-------------------------|--------------|
| Total lien to be waived | \$806,325.00 |
|-------------------------|--------------|

**Required Payment to Release lien**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| Special Master fee for 2 meeting                  | \$500.00          |
| Recording fee x 2                                 | \$60.00           |
| Code enforcement staff time 40 hours at 36.20     | \$1,448.00        |
| Finance staff member 1 hour at \$35.05            | \$31.03           |
| Community Development Director 15 hour at \$87.86 | \$1,335.50        |
| Lien Release                                      | \$25.00           |
| <b><u>Total to be Paid</u></b>                    | <b>\$3,999.53</b> |

**STAFF RECOMMENDATION:**

Reduce the lien from \$806,325.00 to the amount **\$3,999.53**. This lien reduction offer will remain in place for 9 months while the developer continues their due diligence on obtaining the require permits for all agencies. The lien will not be released until the property is brought into compliance by the demolition of all of the existing buildings on the property.

**COMMISSION GOAL:**

**Goal #2:** Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

**MOTION:**

REDUCE THE LIEN FROM \$806,325.00 TO THE ADMINISTRATIVE COSTS OF \$3,999.53 TO BE PAID NO LATER THAN AUGUST 11, 2026 WHEN THE PROPERTY IS IN COMPLIANCE AND ONLY THEN SHALL A RELEASE OF LIEN BE SUBMITTED TO THE CLERK OF THE COURT.

## **INTRODUCTION:**

The applicant is seeking special exception approval to allow a Service Station/Gas Station and pumps on a series of parcels in the CC-1 zoning district. The subject properties are located at the northwest corner of Ridgewood Ave and LPGA BLVD and are more specifically known as parcels, 4242-50-08-0030, 4242-50-08-0020, 4242-50-08-0010, 4242-50-08-0011, 4242-32-02-0060.

## **BACKGROUND:**

The subject property consists of the 5 parcels listed above, which currently contain 5 commercial buildings and access on Ridgewood Ave, LPGA Blvd, and State Ave. The property is located within the redevelopment overlay.

The property is zoned CC-1 (Commercial Corridor District) which allows Service Stations/Gas Stations only as a special exception use subject to the provisions of Section 114-682 of the Land Development Regulations of Holly Hill.

The site will be developed as shown on the attached site layout (Exhibit A). The applicant proposes construction of a convenience store and 16 self-service pumps.

## **DISCUSSION:**

In order to approve the Service Station/Gas Station at the subject location, the City Commission must find that the site meets the requirements of Section 114-682. These requirements are listed below.

### **Sec. 114-682. - Service stations, self-service automobile fuel stations and accessory self-service fuel pumps.**

Type A and B service stations, self-service automobile fuel stations and accessory self-service fuel pumps are permitted as special exceptions, provided:

- (1) No operation in connection with type A and B service stations, self-service automobile fuel stations and accessory self-service fuel pumps shall be conducted in a manner which impedes free flow of vehicular or pedestrian traffic using public ways, or restricts vision within the triangular area defined in section 114-768, pertaining to visibility at intersections.
- (2) All motor vehicles being handled, stored or repaired at type A and B service stations or in connection with such operations shall be maintained in such condition that they may be moved under their own power at any time, except such vehicles as may be stored or under repair in garages or other buildings as provided in this section.
- (3) No repair of motor vehicles or parts thereof shall be made at type A and B service stations except within a structure provided for such purpose, and no storage of motor vehicles parts shall be other than in an enclosed building.
- (4) Type A and B service station lots shall be not less than 100 feet in width and 15,000 square feet in area.
- (5) No self-service automobile fuel station or retail trade establishment with accessory self-service fuel pumps shall be permitted on any lot less than 100 feet in width and 15,000 square feet in area.
- (6) Fuel pumps shall be located not less than 22 feet from any street right-of-way line and not less than ten feet from any property line. Where a gas fuel pump is located within 25 feet of the street right-of-way line, there shall be an installed curb of not less than six inches high along the street right-of-way line between entrance drives.

(7) No fuel pumps shall be located within 80 feet of any property which is residentially zoned or within 300 feet of a public or private school.

(8) For all type A and B service stations, self-service automobile fuel stations and retail trade establishments with accessory self-service fuel pumps, a landscaped buffer shall be installed along property lines, without breaks except at approved driveways, and a visual screen shall be installed along all property lines other than the street right-of-way lines. Such buffer and screen shall comply with the requirements of Chapter 98, Article III.

(9) Canopies over fuel pump areas shall be located not less than ten feet from any property line, unless the minimum required yard size is less than ten feet, in which case the minimum required yard size shall apply. Canopies shall be open from the ground upward to the canopy except for the essential supporting structure.

(Ord. No. 2352, § 2(5.6.1.U), 7-13-93)

Staff has reviewed plans for the development (Exhibit A) and finds that the proposed development adheres to all 9 requirements for a special exception.

**Reasons for Denial – Section 82-346** of the land development regulations provides 9 reasons why the request for a special exception can be denied by the city commission. The reasons for denial are attached on the page titled, “**Reasons for Denial.**” Staff has reviewed the stated reasons and does not see any reason for denying the request.

**RECOMMENDATION:**

Staff recommends conditional approval of the Special Exception as requested for a Service Station/Gas Station for properties located at the northwest corner of Ridgewood Ave and LPGA BLVD and are more specifically known as parcels, 4242-50-08-0030, 4242-50-08-0020, 4242-50-08-0010, 4242-50-08-0011, 4242-32-02-0060.

**Recommended Conditions:**

1. Irrigation be provided for landscaped areas that serve as landscape strips and buffers.
2. All lots be consolidated into one parcel prior to approval of the site plan.



CITY OF HOLLY HILL  
COMMUNITY DEVELOPMENT DEPARTMENT  
1065 RIDGEWOOD AVENUE  
HOLLY HILL, FLORIDA, 32117-2807  
TELEPHONE: (386) 248-9442  
[PERMITDESK@HOLLYHILLFL.ORG](mailto:PERMITDESK@HOLLYHILLFL.ORG)

SE# \_\_\_\_\_

VAR-2025-000194  
10/13/25

### SPECIAL EXCEPTION

**APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED  
AND A PRE-APPLICATION HAS BEEN REVIEWED**

#### PROPERTY

|                                                                                                                           |                                         |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| PARCEL ID #: 424250080030, 424250080020, 424250080010, 424250080011, 424232020060                                         |                                         |
| ADDRESS: 1116 Ridgewood Ave, Daytona Beach, FL 32117                                                                      |                                         |
| TOTAL ACREAGE: 1.72 ac                                                                                                    | CURRENT USE OF PROPERTY: Car lots       |
| WATER PROVIDER: City of Holly Hill                                                                                        | SEWER PROVIDER: City of Holly Hill      |
| ZONING: CC-1                                                                                                              | FUTURE LAND USE: Office Transition (OT) |
| IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO |                                         |

#### OWNER

|                                                                                                    |        |      |                            |
|----------------------------------------------------------------------------------------------------|--------|------|----------------------------|
| NAME: Danielides, Socrates & Oliva, Patricia                                                       |        |      | COMPANY: Stern Propoerties |
| ADDRESS: 92 SOUTHWIND DR ORMOND BEACH FL 32176 & 1 JOHN ANDERSON DR UNIT 721 ORMOND BEACH FL 32176 |        |      |                            |
| CITY:                                                                                              | STATE: | ZIP: |                            |
| PHONE:                                                                                             | EMAIL: |      |                            |

#### APPLICANT/CONSULTANT

|                                      |                          |                 |
|--------------------------------------|--------------------------|-----------------|
| NAME: Mike Muniz                     |                          | COMPANY: Atwell |
| ADDRESS: 111 N Magnolia Ave Ste 1350 |                          |                 |
| CITY: Orlando                        | STATE: FL                | ZIP: 32801      |
| PHONE: 561-414-7048                  | EMAIL: mmuniz@atwell.com |                 |

**ATTACHMENT CHECKLIST**

- ☒ APPLICATION
  - ☐ APPLICATION FEE - \$500.00
  - ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
  - ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE
  - ☐ STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
  - ☒ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
  - ☒ DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
  - ☒ A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONNAIRE BELOW.



SIGNATURE OF OWNER/AUTHORIZED AGENT

9/18/2025

DATE

What are you requesting?

Special Exception

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The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐ YES ☒ NO Explain.

No, the request is not inconsistent with the purpose or intent of this subpart. The proposed use complies with the stated objectives and intent, and it does not conflict with the regulations or policies established herein.

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2. Is it inconsistent with any element of the comprehensive plan? ☐ YES ☒ NO Explain.

No, the proposed request is not inconsistent with any element of the comprehensive plan. The use, density, and design are consistent with the applicable Future Land Use designation, zoning district, and supporting policies. Additionally, the project is compatible with the surrounding land uses and aligns with the goals and objectives of the comprehensive plan.

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3. Will it adversely affect the public interest? ☐ YES ☒ NO Explain.

No, the proposed Murphy Oil gas station will not adversely affect the public interest. The project has been designed in compliance with all applicable regulations, including access management, stormwater, traffic circulation, and utility requirements. It will provide a convenient fuel service to the community while maintaining compatibility with surrounding land uses. Appropriate mitigation measures for traffic, environmental protection, and site design have been incorporated to ensure the project aligns with the public health, safety, and welfare.

4. Does it meet the expressed requirements of the applicable special exception? ☒ YES ☐ NO Explain.

It follows Chapter 114-682 on type A&B service stations. Yes, the proposed Murphy Oil gas station meets the expressed requirements of the City of Holly Hill's applicable special exception. The project satisfies all criteria outlined in the City's land development regulations, including site layout, access, buffering, stormwater management, and compatibility with adjacent uses. The design and supporting documentation demonstrate compliance with the special exception standards and intent.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☒ YES ☐ NO Explain.

able to meet all requirements imposed by federal, state, and local governments, as well as those established by the City Commission. The proposed Murphy Oil gas station has been designed in accordance with applicable regulations and will comply with any conditions of approval to ensure full regulatory compliance with the WMD, FDOT, City of Holly Hill, and Volusia County

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6. Will it generate undue traffic congestion? ☐ YES ☐ NO Explain.

No, the proposed Murphy Oil gas station will not generate undue traffic congestion. A traffic impact review has been conducted in coordination with applicable agencies, and the site is designed with proper ingress/egress, internal circulation, and access management to maintain safe and efficient traffic flow. The project's anticipated trips can be accommodated by the surrounding roadway network without creating adverse impacts.

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☒ NO Explain.

No, the proposed Murphy Oil gas station will not create a hazard, public nuisance, or danger to individuals or the public. The facility has been designed to meet all applicable safety, environmental, and building codes, including requirements for fuel storage, stormwater management, traffic circulation, and fire protection. With these safeguards in place, the project will operate in a safe and orderly manner consistent with protecting public health, safety, and welfare.

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐ YES ☒ NO Explain.

No, the proposed Murphy Oil gas station will not materially alter the character of the surrounding neighborhoods, nor will it adversely affect the value of surrounding land, structures, or buildings. The project is consistent with the existing commercial corridor and surrounding land uses, and its design incorporates appropriate buffering, landscaping, and access management to ensure compatibility. As a result, the development will integrate into the area without negatively impacting neighborhood character or property values.

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐ YES ☒ NO Explain.

No, the proposed Murphy Oil gas station will not adversely affect the natural environment, natural resources, or scenic beauty, nor will it cause excessive pollution. The project has been designed in compliance with state and local environmental regulations, including stormwater management, erosion control, and fuel storage safety standards. Best management practices will be implemented during both construction and operation to protect water quality, air quality, and surrounding natural resources.

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**Sec. 114-682. Service stations, self-service automobile fuel stations and accessory self-service fuel pumps.**

Type A and B service stations, self-service automobile fuel stations and accessory self-service fuel pumps are permitted as special exceptions, provided:

- (1) No operation in connection with type A and B service stations, self-service automobile fuel stations and accessory self-service fuel pumps shall be conducted in a manner which impedes free flow of vehicular or pedestrian traffic using public ways, or restricts vision within the triangular area defined in section 114-768, pertaining to visibility at intersections.
- (2) All motor vehicles being handled, stored or repaired at type A and B service stations or in connection with such operations shall be maintained in such condition that they may be moved under their own power at any time, except such vehicles as may be stored or under repair in garages or other buildings as provided in this section.
- (3) No repair of motor vehicles or parts thereof shall be made at type A and B service stations except within a structure provided for such purpose, and no storage of motor vehicles parts shall be other than in an enclosed building.
- (4) Type A and B service station lots shall be not less than 100 feet in width and 15,000 square feet in area.
- (5) No self-service automobile fuel station or retail trade establishment with accessory self-service fuel pumps shall be permitted on any lot less than 100 feet in width and 15,000 square feet in area.
- (6) Fuel pumps shall be located not less than 22 feet from any street right-of-way line and not less than ten feet from any property line. Where a gas fuel pump is located within 25 feet of the street right-of-way line, there shall be an installed curb of not less than six inches high along the street right-of-way line between entrance drives.
- (7) No fuel pumps shall be located within 80 feet of any property which is residentially zoned or within 300 feet of a public or private school.
- (8) For all type A and B service stations, self-service automobile fuel stations and retail trade establishments with accessory self-service fuel pumps, a landscaped buffer shall be installed along property lines, without breaks except at approved driveways, and a visual screen shall be installed along all property lines other than the street right-of-way lines. Such buffer and screen shall comply with the requirements of chapter 98, article III.
- (9) Canopies over fuel pump areas shall be located not less than ten feet from any property line, unless the minimum required yard size is less than ten feet, in which case the minimum required yard size shall apply. Canopies shall be open from the ground upward to the canopy except for the essential supporting structure.

(Ord. No. 2352, § 2(5.6.1.U), 7-13-93)

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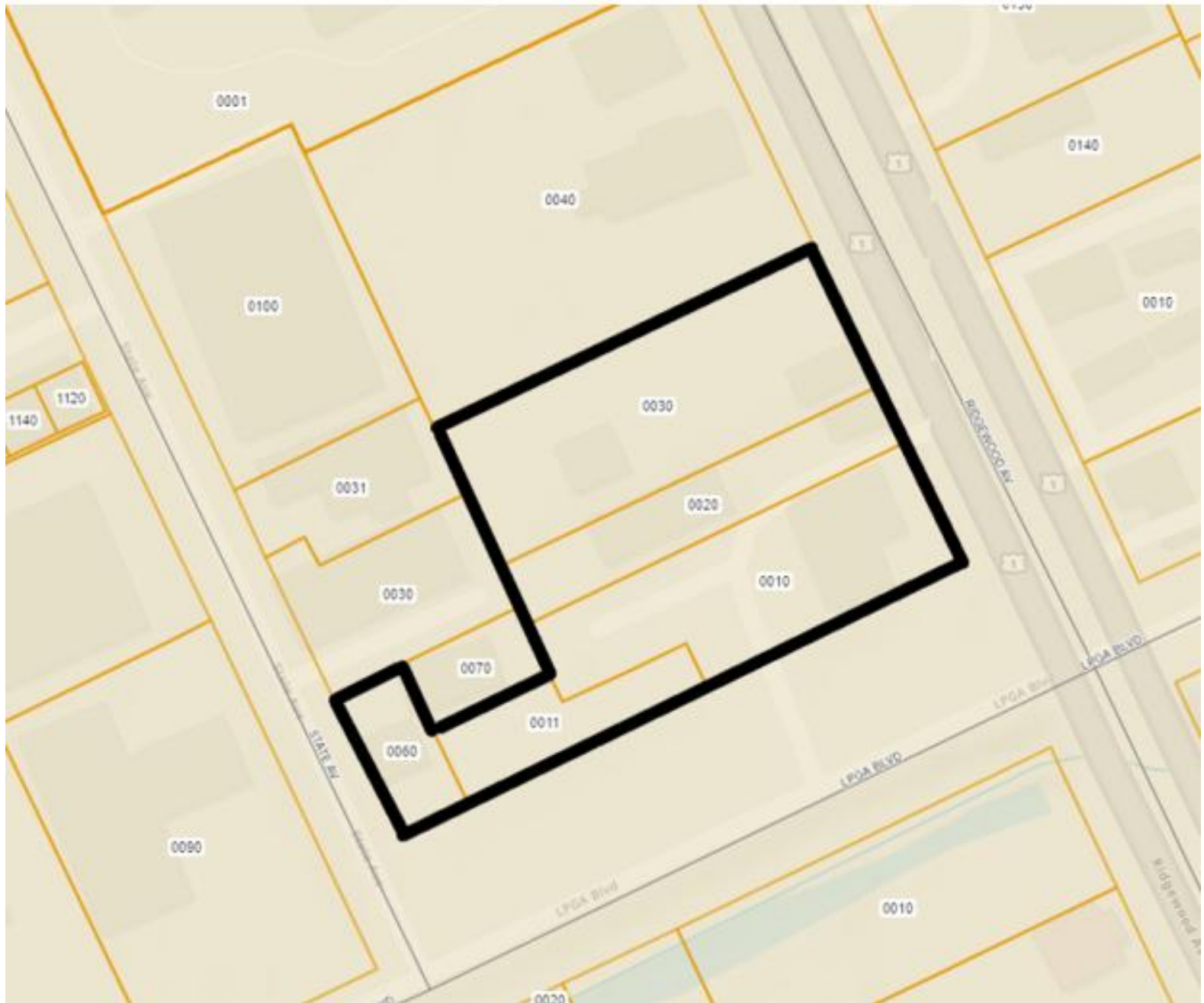
**Sec. 82-346. Reasons for denial.**

The city commission may deny any application for a special exception for one or more of the following reasons:

- (1) It is inconsistent with the purpose or intent of this subpart.
- (2) It is inconsistent with any element of the comprehensive plan.
- (3) It will adversely affect the public interest.
- (4) It does not meet the expressed requirements of the applicable special exception.
- (5) The applicant will not be able to meet all requirements imposed by federal, state or local governments, or by the city commission.
- (6) It will generate undue traffic congestion.
- (7) It will create a hazard or a public nuisance, or be dangerous to individuals or to the public.
- (8) It will materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings.
- (9) It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution.

(Ord. No. 2352, § 2(11.3.5), 7-13-93)





# PLANT SCHEDULE

| SYMBOL | CODE | QTY       | BOTANICAL NAME                              | COMMON NAME                               | CONTAINER | CALIBER      | HEIGHT        | SPREAD |
|--------|------|-----------|---------------------------------------------|-------------------------------------------|-----------|--------------|---------------|--------|
|        | IA   | 24        | ILEX OPACA                                  | AMERICAN HOLLY                            | CONT.     | 1.5" CAL MIN | 6' MIN.       |        |
|        | QV   | 16        | QUERCUS VIRGINIANA                          | SOUTHERN LIVE OAK                         | CONT.     | 1.5" CAL MIN | 6' MIN.       |        |
| SYMBOL | CODE | QTY       | BOTANICAL NAME                              | COMMON NAME                               | CONTAINER | SPACING      | HEIGHT        | SPREAD |
|        | AS   | 102       | ACCA SELLOWIANA                             | PINEAPPLE GUAVA                           | CONT.     | 30" OC       | 30" MIN.      |        |
|        | IB   | 76        | IB. CORNUITA BURFORDII NANA                 | DWARF BURFORD HOLLY                       | CONT.     | 30" OC       | 30" MIN.      |        |
|        | MF   | 114       | MYRTANTHES FRAGRANS                         | SIMSON'S STOPPER                          | CONT.     | 30" OC       | 24" MIN.      |        |
|        | VM   | 146       | VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT' | MRS. SCHILLER'S DELIGHT WALTER'S VIBURNUM | CONT.     | 30" OC       | 24" MIN.      |        |
| SYMBOL | CODE | QTY       | BOTANICAL NAME                              | COMMON NAME                               | CONTAINER | SPACING      | HEIGHT        | SPREAD |
|        | ID   | 114       | ILEX VOMITORIA 'SCHILLINGS DWARF'           | SCHILLINGS DWARF YAUPOIN HOLLY            | CONT.     | 30" OC       | 10" MIN. FULL |        |
| SYMBOL | CODE | QTY       | BOTANICAL NAME                              | COMMON NAME                               | SIZE      | SPACING      | HEIGHT        | SPREAD |
|        | SOD  | 24,317 SF | STENOTAPHRUM SECUNDATUM 'FLORATAM'          | FLORATAM ST. AUGUSTINE GRASS              | SOLID SOD |              |               |        |

ALL PLANTS SHALL MEET, OR EXCEED, FLORIDA NO. 1 GRADE AND MEET, OR EXCEED, ALL SPECIFICATIONS PROVIDED.  
PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

## LANDSCAPE CALCULATIONS

|                                                                            | REQUIRED                      | PROVIDED      |
|----------------------------------------------------------------------------|-------------------------------|---------------|
| <b>SEC. 96-32 OFF-STREET PARKING &amp; VEHICULAR USE CIRCULATION AREAS</b> |                               |               |
| (1) REQUIRED LANDSCAPE AREA                                                |                               |               |
| 10 SF / PARKING SPACE                                                      | 180 SF                        |               |
| 1 SF / 50 SF OF V.A. EXCEEDING 5,000 SF                                    | 677 SF                        |               |
| <b>TOTAL REQUIRED LANDSCAPE AREA</b>                                       | <b>857 SF</b>                 | <b>926 SF</b> |
| (2) REQUIRED TREES                                                         |                               |               |
| 1 TREE / LANDSCAPE AREA                                                    | 4 TREES                       | 4 TREES       |
| (3) REQUIRED SHRUBS                                                        |                               |               |
| 1 SHRUB / 10 SF OF REQ. LANDSCAPE AREA                                     | 86 SHRUBS                     | 114 SHRUBS    |
| <b>SEC. 96-33 LANDSCAPING ADJACENT TO STREETS &amp; ALONG PARCEL LINES</b> |                               |               |
| (1) ABUTTING ARTERIAL OR COLLECTOR ROADWAYS                                |                               |               |
| RIDGEWOOD AVE                                                              | 187 LF                        |               |
| WIDTH 10'                                                                  |                               |               |
| a. TREES                                                                   | 1 TREE / 25 LF, EVENLY SPACED | 7 TREES       |
| b. HEDGES                                                                  | EVERGREEN                     | 7 TREES       |
| AT PLANTING MIN 30" HT. MAX 30" O.C.                                       |                               |               |
| AT 1 YEAR 4' HT. OPAQUE                                                    |                               |               |
| LPGA BLVD                                                                  | 383 LF                        |               |
| WIDTH 10'                                                                  |                               |               |
| a. TREES                                                                   | 1 TREE / 25 LF, EVENLY SPACED | 15 TREES      |
| b. HEDGES                                                                  | EVERGREEN                     | 15 TREES      |
| AT PLANTING MIN 30" HT. MAX 30" O.C.                                       |                               |               |
| AT 1 YEAR 4' HT. OPAQUE                                                    |                               |               |
| (2) ABUTTING OTHER STREET RIGHTS-OF-WAY                                    |                               |               |
| STATE AVE                                                                  | 65 LF                         |               |
| WIDTH 5'                                                                   |                               |               |
| a. TREES                                                                   | 1 TREE / 50 LF, EVENLY SPACED | 1 TREE        |
| b. HEDGES                                                                  | EVERGREEN                     | 1 TREE        |
| AT PLANTING MIN 24" HT. MAX 30" O.C.                                       |                               |               |
| AT 1 YEAR 3' HT. OPAQUE                                                    |                               |               |
| (3) ABUTTING OTHER PARCEL LINES                                            |                               |               |
| ADJACENT TO COMMERCIAL                                                     | 640 LF                        |               |
| WIDTH 5'                                                                   |                               |               |
| a. TREES                                                                   | 1 TREE / 50 LF, EVENLY SPACED | 13 TREES      |
| b. HEDGES                                                                  | EVERGREEN                     | 13 TREES      |
| AT PLANTING MIN 24" HT. MAX 30" O.C.                                       |                               |               |
| AT 1 YEAR 3' HT. OPAQUE                                                    |                               |               |
| <b>SEC. 106-104 MINIMUM TREE COVERAGE</b>                                  |                               |               |
| 1 TREE FOR EVERY 2,000 SF OF LOT AREA ROUNDED TO THE NEAREST WHOLE NUMBER  | 74,089 SF                     | 30 TREES      |
|                                                                            |                               | 40 TREES      |

## ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING, CURBS, WATER, STORM, OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENGULF THE ROOTS.

## MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE 'GENERAL GRADING AND PLANTING' NOTES AND SPECIFICATIONS).

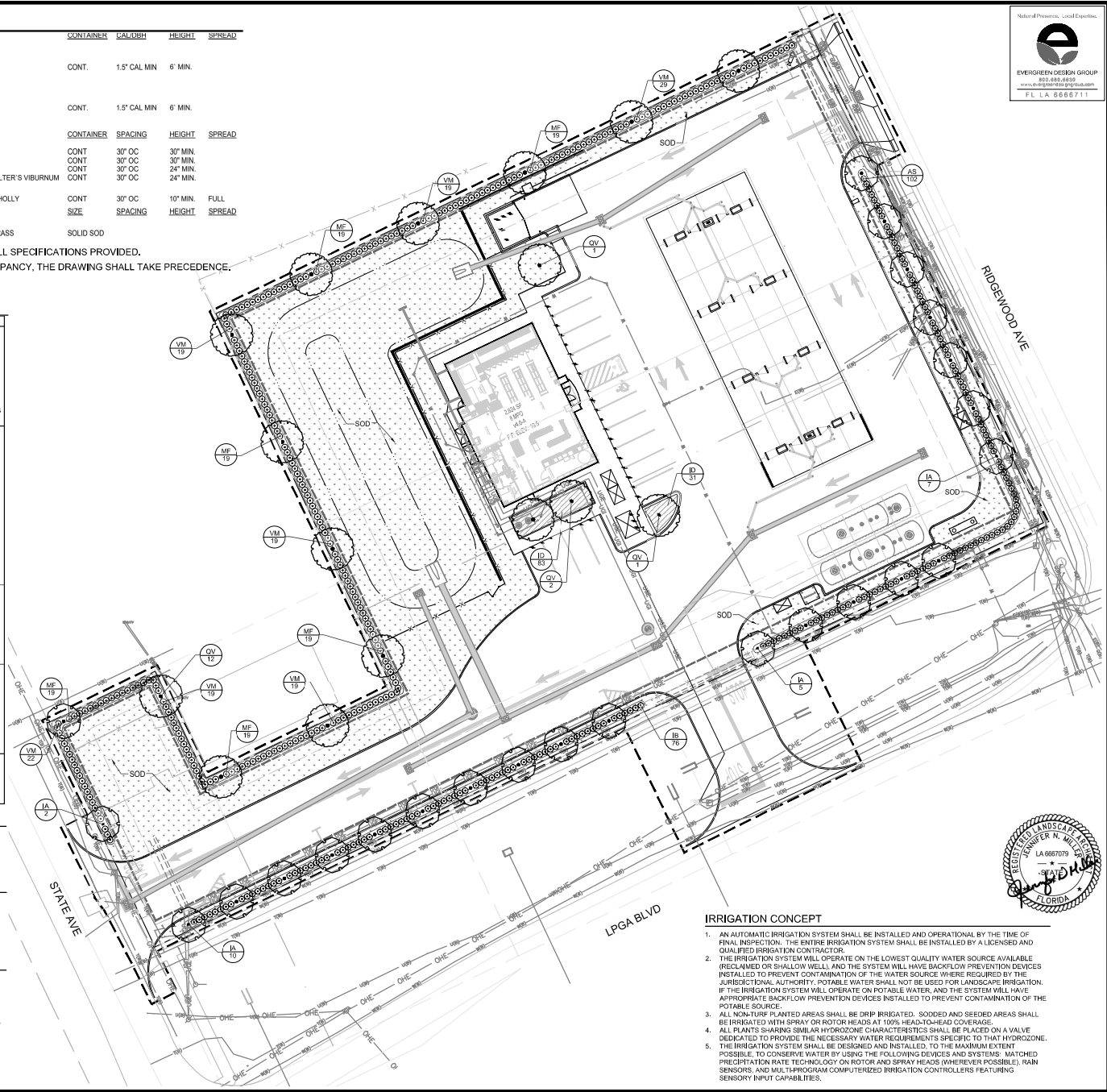
## PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL COMPLETION OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.



Scale 1" = 20'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



## IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON THE LOWEST QUALITY WATER SOURCE AVAILABLE (RECLAIMED OR SHALLOW WELL) AND THE SYSTEM WILL HAVE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE WHERE REQUIRED BY THE JURISDICTIONAL AUTHORITY. POTABLE WATER SHALL NOT BE USED FOR LANDSCAPE IRRIGATION. IF THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDING AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHENEVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.



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24 HOUR  
EMERGENCY CONTACT

**MURPHY OIL USA, INC.**  
200 PEACH STREET  
EL DORADO, AR 71730

MURPHY OIL USA, INC.  
CONSTRUCTION PLANS  
LANDSCAPE PLAN

SECTION 42, TWP 14S, RANGE 32E  
111S RIDGEWOOD AVENUE  
HOLLY HILL  
VOLUSIA COUNTY, FLORIDA

DATE: 07/14/2025

REVISIONS

DESIGNED BY: JMM  
CHECKED BY: JMM  
PROJECT MANAGER: KSH  
JOB #: 2020146  
FILE CODE: 44  
SHEET NO: LP-1

*Automobile service station and service station.*

(1) *Service station type A* means a business primarily engaged in servicing motor vehicles but limited to the sale of fuel, lubricants and other accessory products necessary to the operation of motor vehicles, and not including mechanical or body repairs, on-site rental or storage of utility or other type trailers or vehicles, or anything else not customarily a part of a bona fide service station operation.

(2) *Service station type B* means servicing of automotive vehicles, which includes the sale of fuel, lubricants and other products necessary to the operation of motor vehicles, including the sale and installation of accessories, tires and batteries, minor engine tune-ups, wheel balancing and alignment and brake service, but not including other types of mechanical or body repair or the sale of motor vehicles.