CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • OCTOBER 10, 2017

City Commission Chamber	Regular City Commission Meeting	7:00 PM

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation
c. Pledge of Allegiance

2. PRESENTATION

1. Copper Bottom Craft Distillery Celebration Proclamation

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - September 18, 2017, Workshop and September 18, 2017, First Reading of Budget & Regular City Commission Meeting AND September 26, 2017, Second Reading of Budget & Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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. Resolution Resolution 2017-R-60 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Micro-C 2000 for Fiscal Year 2017-2018 for the Public Works Department and Authorize the City Manager to Execute Any Necessary Agreements; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Mark Juliano, Public Works)

2. Resolution Resolution 2017-R-61 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Contract with Bliss Products and Services, Inc., for the Provision of Replacement Shade Structures for Hollyland Park; Providing for Severability; and Providing an Effective Date.

   (Requested by Mark Juliano, Public Works)

3. Resolution Resolution 2017-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, ("Holly Hill City Commission"), Calling for the Florida Legislature to Amend State Law to Halt the Transfer of Education Funding from Poorer School Districts to Wealthier School Districts Under the District Cost Differential Multiplier Within the Florida Education Finance Program Formula.

   (Requested by Valerie Manning, City Clerk)

4. Resolution Resolution 2017-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Recognizing Florida City Government Week, October 23 - 29, 2017, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.

   (Requested by Valerie Manning, City Clerk)

5. VCSO/HHPD Drug Task Force - Mutual Aid Agreement Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement

   (Requested by Steve Aldrich, Police)

6. REGULAR AGENDA

1. Ordinance Ordinance 2996 An Ordinance of the City of Holly Hill, Florida, Repealing Ordinance 2988, Which Established a Twelve Month Moratorium on the Growing, Processing, Manufacturing, Distributing, Dispensing and Selling of Medical Marijuana Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Valerie Manning, City Clerk)

7. PUBLIC HEARING

1. Ordinance Ordinance 2995 An Ordinance of the City of Holly Hill, Florida, Amending the Code of Ordinances, Chapter 54 Section 1, Solid Waste; Creating Chapter 54-10 Franchises/Non-Exclusive Franchises; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

   (Requested by Kurt Swartzlander, Finance)

8. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. Mayor's Comments
D. City Commission Comments

9. ADJOURNMENT

Website Address – 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 three (3) days prior to the proceedings.

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 1811)

Meeting: 10/10/17 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 1811

Copper Bottom Craft Distillery Celebration Proclamation

Copper Bottom Craft Distillery will be celebrating one year in Holly Hill. On Saturday, October 14, 2017 from 5:00 PM to 9:00 PM they will be hosting "National Copper Bottom Day."

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA RECOGNIZING THE FIRST ANNIVERSARY OF COPPER BOTTOM CRAFT DISTILLERY

WHEREAS, Copper Bottom Craft Distillery is located in Holly Hill, Florida, an area rich with history for distilled spirits; and

WHEREAS, Copper Bottom Craft Distillery brings the craft of distilling back to its roots; and

WHEREAS, from rebel rum runner's like Bill McCoy who called our city "home", to historic Three Chimneys, the site of the oldest sugar plantation and rum distillery in North America that dates back to 1764; and

WHEREAS, Copper Bottom Craft Distillery brand reflects the thriving operations that were here before us; and

WHEREAS, we are located steps from the Halifax River, our small-batch distillery is named after an 18th Century seafaring term used to describe someone who is thoroughly reliable, trustworthy and certain not to fail and hand-crafted in small batches using panela, an unrefined pure cane sugar.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim October 14, 2017 as:

"NATIONAL COPPER BOTTOM CRAFT DISTILLERY DAY"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 10th day of October, 2017.

City of Holly Hill, Florida

____

John Penny, Mayor

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**October 10, 2017**
FROM:	**Valerie Manning**
SUBJECT:	**Minutes - September 18, 2017, Workshop and September 18, 2017, First Reading of Budget & Regular City Commission Meeting AND September 26, 2017, Second Reading of Budget & Regular City Commission Meeting**
NUMBER:	**(ID # 1796)**
APPLICANT:	
PLANNER:	

DISCUSSION:

Minutes from September 18, 2017, both sets AND September 26, 2017, second reading of Budget and Regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes from September 18, 2017 AND minutes from September 26, 2017.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - September 18, 2017 - Workshop (PDF)
- Minutes - September 18, 2017 - First Reading of Budget & Regular City Commission meeting (PDF)
- Minutes - September 26, 2017 - Second Reading on Budget and Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 18, 2017

Large Conference Room	Work Session	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a.

Overlay District Uses & Outside Sales, Medical Marijuana, & Gateway Project Southeast City Limits

(Requested by Valerie Manning, City Clerk)

2. MEDICAL MARIJUANA

The Mayor and Commissioners previously adopted a twelve month moratorium on the growing, manufacturing, distributing, dispensing and selling of medical marijuana within the city limits of Holly Hill. Since Ordinance 2988 was adopted the Florida Legislature adopted and Governor Rick Scott has signed a new law which is in effect. The Mayor and Commissioners were in consensus to allow staff to bring back an ordinance repealing Ordinance 2988 and have decided not to ban medical marijuana treatment centers within the city limits and to consider requests for new medical marijuana treatment centers as a pharmacy for purposes of applying to the city's regulations. Mr. Forte will bring something back to the Mayor and Commissioners in October for them to look over and consider adopting.

3. OVERLAY DISTRICT USES & OUTSIDE DISPLAY

The Mayor and Commissioners discussed the Overlay District and loosing up prohibited uses as a **special exception along US1**. The following were consensus: tattoo parlors - with time restrictions, yes; laboratories, yes; mini warehouses - no outside storage, yes; warehousing and distribution, yes.

The Mayor and Commissioners discussed the Overlay District and loosing up prohibited uses **within the CRA district**. The following were consensus: **there were NO changes; leave as it is**.

4. GATEWAY PROJECT SOUTHEAST CITY LIMITS

Mr. Forte discussed the $700,000 the city received from selling of The Market and the thought was to revive along Riverside Drive coming from Mason Avenue by improving the landscaping along Riverside Drive once you have come off the Seabreeze Bridge and enter

Holly Hill. Mr. Forte showed some pictures of some of the businesses there along Riverside Drive before The Market that could use some extra landscaping to spruce that area up a bit. There was consensus from the Mayor and Commissioners to move forward with that and also suggested that possibly use some of the funds in other areas of the CRA district.

Mr. Forte discussed Rental Property Registrations with the Mayor and Commissioners and suggested that this begin to take place within the city limits for all rental properties. Rental properties would be required to be registered annually, it's $100 registration fee, per property. They keep $50 and the city gets $50. With the city's $50, staff can kick back up the rental inspections program and actually end up hiring somebody to do that. The landlord will also have to get their business tax receipt because they're operating a business. Part of that registration means, the landlord has to have a contact person that is either the property maintenance or a company that does property maintenance so that if the grass is high or there is some code violation, they contact this person and then it gets corrected. If you live within the county or neighboring county, they can be that property manager themselves. If they live outside of that area, they will have to hire a commercial property management company that maintains that home and that's how a lot of the cities operate. Our rental properties are the city's biggest code violations, which is over 40% of rental properties that they know of. It would cost $150 to operate a rental property per year in the city. There was consensus to get the rental inspections back in place.

Mr. Forte mention Krystal's sign that was taken down just before Hurricane Irma came so it didn't fall over into the street. In the last storm it twisted and Krystal's was getting prices to get it replaced and now this second storm came, staff was concerned it was going to blow down and told them they needed to do something with it and they laid it down in their parking lot before the storm came. There was consensus to see the Krystal's sign go back up. It's a landmark for the city. Consensus to have the gateway sign to the city 100 feet north in the median, which would be just about in front of McDonald's.

5. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 18, 2017

City Commission Chamber **First Public Hearing Budget Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Commissioner Byrnes made a motion to ***EXCUSE Commissioner Currie for medical reasons from tonight's City Commission meeting****, seconded by Commissioner Danio.*

PASSED, 4-0.

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Commissioner Byrnes led the invocation.

c. Pledge of Allegiance

Commissioner Byrnes led the Pledge of Allegiance to the Flag.

2. PUBLIC HEARINGS - BUDGET

1. Resolution

Resolution 2017-R-46 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Attorney Simpson read entirety of Resolution for the record:

RESOLUTION 2017-R-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September ~~11~~ 18, 2017, adopted a Fiscal year 2017-2018 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as $575,808,282.

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

SECTION 1. The FY 2017-2018 operating millage is 6.8949 mills, which is greater than the rolled-back rate of 6.5426 mills by 5.38%.

SECTION 2. The Final Public Hearing will be September 26, 2017 at 7:00 pm.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 18th day of SEPTEMBER, 2017.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

2. Resolution

Resolution 2017-R-47 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Attorney Simpson read title only:

RESOLUTION 2017-R-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September ~~11~~ 18, 2017, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2017-2018.

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

SECTION 1. The FISCAL Year 2017-2018 tentative Budget be adopted.

SECTION 2. Set the final public hearing for September 26, 2017 immediately following adoption of the Millage Rate Resolution.

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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 18th day of SEPTEMBER, 2017.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

3. Resolution

Resolution 2017-R-48 A Resolution of the City of Holly Hill, Florida, Setting the Final Stormwater Utility Fee at $7.00 Per Equivalent Residential Unit; Establishing the

Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Attorney Simpson read title only:

RESOLUTION 2017-R-48

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE FINAL STORMWATER UTILITY FEE AT $7.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, due to the amount of stormwater maintenance required to preserve retention areas and canals in good condition, that it is in the best interest of the City of Holly Hill to set the stormwater utility fee at $7.00 per equivalent residential unit (ERU) per month or $84.00 per equivalent residential unit (ERU) per year; and

WHEREAS, for non-residential and multi-family properties, the City Commission has determined, based on the recommendation of the City Engineer, that the single-family equivalent unit should be 2,050 square feet.

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

SECTION 1. The Final stormwater utility fee is hereby set at $7.00 per equivalent residential unit (ERU) per month or $84.00 per equivalent residential unit (ERU) per year.

SECTION 2. For non-residential and multi-family properties the single-family equivalent unit shall be 2,050 square feet.

SECTION 3. A Public Hearing was held on September ~~11~~ 18, 2017 to set the Final Rate.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, 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.

APPROVED AND AUTHENTICATED on this 18th day of SEPTEMBER, 2017.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Legary, 342 Burleigh Avenue, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - August 8, 2017 - Regular City Commission Meeting and August 22, 2017 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

Enacted and approved this 18th day of September, 2017, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Penny asked if any member of the Commission would like to remove an item from the Consent Agenda for further discussion or if any member from the audience wanted to discuss an item. ***There was no one.***

1. Resolution

Resolution 2017-R-49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION THAT WOULD MAKE TEXTING WHILE DRIVING a PRIMARY OFFENSE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Requested by Steve Aldrich, Police)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

2. <u>Resolution</u>

Resolution 2017-R-50 A Resolution of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Welfare (CCFAW) a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; and Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

3. <u>Resolution</u>

Resolution 2017-R-51 A Resolution of the City of Holly Hill, Florida, Designating the Special Event Dates for 2018-2019; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

4.

General Liability, Property & Casualty and Workers Compensation Insurance

(Requested by Kurt Swartzlander, Finance)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

Enacted and approved this 18th day of September, 2017, in Holly Hill

5.

Harris Maintenance Agreements FY 2017-2018 - Police Department, Fire Department and Public Works

(Requested by Steve Aldrich, Police)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

Enacted and approved this 18th day of September, 2017, in Holly Hill

6.

Early Learning Coalition of Flagler and Volusia - Memorandum of Understanding Officer Friendly Book Club

(Requested by Steve Aldrich, Police)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

Enacted and approved this 18th day of September, 2017, in Holly Hill

6. REGULAR AGENDA

1. Resolution

Resolution 2017-R-52 A Resolution of the City of Holly Hill, Florida, Establishing Certain Fees and Increasing Certain Existing Fees for Various Services , Permits, and Certificates Provided by the City, and Adopting a Comprehensive Citywide Fee Schedule for the Fiscal Year 2017-2018.

(Requested by Kurt Swartzlander, Finance)
Commissioner Byrnes made a motion to ***APPROVE Resolution 2017-R-52 and include renting the tennis courts for $10.00 hour/per court****, seconded by Commissioner Danio.*

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

RESOLUTION

Enacted and approved this 18th day of September, 2017, in Holly Hill

7. PUBLIC HEARINGS

1.

839 Center Avenue Variance Request - A Request for a Variance of 6.5 Feet from the Required Lot Width of 60 Feet and a Variance of 222 Square Feet from the Minimum Lot Area of 6,000 Square Feet to Permit Subdivision of a Residential Lot from the Existing Parcel at 839 Center Avenue.

(Requested by Thomas Harowski, Board of Planning and Appeals)
Chris Gay, applicant for 839 Center Avenue, Holly Hill, spoke to the Mayor and City Commissioners about his variance request.

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED TO DENY [UNANIMOUS]**
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

Enacted and approved this 18th day of September, 2017, in Holly Hill

8. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte informed the Mayor and Commissioners that the storm debris will begin sometime this week or next.

a.

UPS Temporary Package Storage Facility Agreement 2017

(Requested by Valerie Manning, City Clerk)
Mr. Forte mentioned that the UPS Temporary Package Storage Facility is for informational purposes only. They come annually to deliver holiday packages within the city limits.

b.

Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)

(Requested by Kurt Swartzlander, Finance)
For informational purposes only. No vote is needed.

RESULT:	**INFORMATION ONLY**

Enacted and approved this 18th day of September, 2017, in Holly Hill

B. City Attorney Comments
None.

C. Mayor's Comments

Mayor Penny thanked the Commissioners for adopting the Texting While Driving Primary Offense Resolution. Was proud to see how everyone worked together at the EOC during Hurricane Irma. The city personnel and first responders did a fine job. He will put something together for the Positivity Award in October.

D. City Commission Comments

Commissioner Byrnes thanked staff and all those that worked during Hurricane Irma; would like to see the $700,000 the city received from selling The Market used in other areas of the CRA if they can, other areas that could also benefit from those funds.
Commissioner Via thanked staff for their hard work during the hurricane, did a great job keeping the city running and thanked all of the first responders as well.
Commissioner Danio agreed with Commissioner Via.

Mayor Penny asked if the Commissioners were okay with waiving any late fees on residents water bills from September 7 - 19, 2017 due to Hurricane Irma.

Commissioner Via made a motion to ***WAIVE ANY LATE FEES FOR RESIDENTS WATER BILLS FROM SEPTEMBER 7-19, 2017 DUE TO HURRICANE IRMA****, seconded by Commissioner Danio.*

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.

9. ADJOURNMENT

The meeting adjourned at approximately 7:55 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 26, 2017

City Commission Chamber	Second Public Hearing Budget Meeting	7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation
Commissioner Byrnes led the invocation.

c. Pledge of Allegiance
Commissioner Byrnes led the Pledge of Allegiance to the Flag.

2. PUBLIC HEARINGS - SECOND READINGS - BUDGET

1. Resolution

Resolution 2017-R-54 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Attorney Simpson read entirety of Resolution for the record:

RESOLUTION 2017-R-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 26, 2017, adopted a Fiscal year 2017-2018 final millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as $575,808,282.

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

<u>SECTION 1</u>. The FY 2017-2018 operating millage is 6.8949 Mills, which is greater than the rolled-back rate of 6.5426 by 5.38%.

<u>SECTION 2</u>. 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.

<u>SECTION 3</u>. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

2. <u>Resolution</u>

Resolution 2017-R-55 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Attorney Simpson read title of Resolution:

RESOLUTION 2017-R-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September
26, 2017, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2017-2018.

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

SECTION 1. The FISCAL Year 2017-2018 Final Budget be adopted.

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.

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners:
Jim Legary, 342 Burleigh Avenue, Holly Hill.

Mayor Penny closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

3. PRESENTATION

1.

Presentation from the Florida League of Cities - City Commissioner Arthur J. Byrnes, District 1

(Requested by Valerie Manning, City Clerk)
Mark Sittig, from the Florida League of Cities presented Commissioner Byrnes with his 20 years award for serving the community of Holly Hill.

4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Richard Nation, 536 Center Avenue, Holly Hill. Mr. Nation requested more time to remove his containers on the property; he is making progress and working diligently to remove them but due to Hurricane Irma there is a delay with the people coming to remove them due to the softness of the property around the containers and they are not available at the moment due to being elsewhere to help with storm cleanup. Mr. Nation assured the Mayor and Commissioners that he is working on having them removed and emptying the containers.

The Mayor and Commissioners discussed the issue amongst themselves, along with staff and Attorney Simpson and there was consensus for an extension of 60 days to remove the containers before Code Enforcement visits the property as it was voted on at the August 8, 2017 City Commission meeting. At that meeting Mr. Nation was given 60 days to remove two containers from the property or he will be sent before the Special Master for further action. Mayor Penny made it clear that if Mr. Nation were to come before the City Commission again to ask for an extension that he would not be in support of it.

Commissioner Byrnes made a motion for an ***EXTENSION FOR 60 DAYS TO REMOVE THE TWO CONTAINERS ON THE PROPERTY LOCATED AT 536 CENTER AVENUE****, seconded by Commissioner Via.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

5. APPROVAL OF MINUTES

1.

Minutes - Special Meeting - September 8, 2017, Declaring a Local State of Emergency - Hurricane Irma

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 26th day of September, 2017, in Holly Hill

6. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Penny pulled Consent Agenda Item "7th Street Drainage Improvements" item for discussion. Mayor Penny asked if any member from the Commission would like to pull any item. There was no one and no one from the audience wanted to discuss any item.

1. Resolution

Resolution 2017-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to DB Civil Construction to Perform the Project "7Th Street Drainage Improvements"; Approving the Agreement and Authorizing the City Manager to Execute the Agreement; and Providing for Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)
Mayor Penny stated a neighbor of his, when this first went out to bid, he doesn't think the city received any bids on it, correct Mr. Juliano?

Mark Juliano, Public Works Director, stated, right.

Mayor Penny stated he has a new neighbor in the area and he asked to meet with the city's Public Works Director, had some suggestions about some drainage issues on the adjoining property. Mayor Penny wants to commend Mr. Juliano going out to meet with the neighbor and staff actually amended the plan based on input from the neighborhood and that is reflected in this current bid. Mayor Penny just wanted to put that on record that the city listens to people and thanked Mr. Juliano for his hard work.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

2. Resolution

Resolution 2017-R-57 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2017-2018 Supply of Water and Waste Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

3. Resolution

Resolution 2017-R-58 A Resolution of the City of Holly Hill, Florida, Ratifying the Eastern Volusia Regional Water Authority 2017-2018 Budget; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

4.

Police Department- 2017 Red Ribbon Week Funding Holly Hill School K-8 Anti-Drug Campaign

(Requested by Steve Aldrich, Police)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 26th day of September, 2017, in Holly Hill

7. REGULAR AGENDA

1. Resolution

Resolution 2017-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Phillips & Jordan, Inc. to Perform Disaster Debris Removal Reduction and Recovery Services Under Contract No. 16-P-32PW, Effective November 13, 2016, through January 31, 2020, Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 26th day of September, 2017, in Holly Hill

2. Ordinance

Ordinance 2995 An Ordinance of the City of Holly Hill, Florida, Amending the Code of Ordinances, Chapter 54 Section 1, Solid Waste; Creating Chapter 54-10 Franchises/Non-Exclusive Franchises; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS] Next: 10/10/2017 7:00 PM**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

8. PUBLIC HEARINGS - NONE

9. COMMUNICATIONS

A. City Manager & Staff Comments
None.

B. City Attorney Comments
None.

C. Mayor's Comments
Mayor Penny congratulated Commissioner Byrnes on his 20 years of service to Holly Hill; spoke about the power struggles in Tallahassee; 7th Legislative Priority with Volusia County and school districts; Carl Persis; will be bringing forth a resolution template at a future meeting for support as it pertains to the 7th Legislative Priority school districts.

D. City Commission Comments
Commissioner Via spoke about branding and the city's logo. Asked if they could give Mr. Forte direction to work with Mike Jiloty on the logo and bring back some information to the Mayor and Commissioners.

Commissioner Via made a motion to ***ALLOW MR. FORTE/THE CITY MANAGER TO WORK WITH MIKE JILOTY ON THE BRANDING/LOGO FOR THE CITY FOR AN AMOUNT NOT TO EXCEED $1500.00****, seconded by Commissioner Currie.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

Commissioner Danio congratulated Commissioner Byrnes on his 20 years award; welcomed back Commissioner Currie.
Commissioner Currie congratulated Commissioner Byrnes; thanked everyone for this well-wishes.
Commissioner Byrnes thanked everyone for this well-wishes for him receiving the 20 years award from the Florida League of Cities, Mark Sittig; addressed Mr. Legary's suggestion about creating a Citizens Committee; thanked staff for all of their hard work during Hurricane Irma.

10. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 10, 2017**
FROM: **Mark Juliano**
SUBJECT: **Resolution 2017-R-60 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Micro-C 2000 for Fiscal Year 2017-2018 for the Public Works Department and Authorize the City Manager to Execute Any Necessary Agreements; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 1798)**
APPLICANT:
PLANNER:

DISCUSSION:

In August 2017, the city's Public Works Department began utilizing Micro-C 2000 for improving the nitrification process as part of the treatment of wastewater. Micro-C 2000 is a proprietary, non-hazardous, additive designed specifically for use as a carbon source for biological contaminant removal applications. The city started using the additive to meet the permit requirements for its effluent total nitrogen (TN) permit limit of 3 mg/L, annual average. It was recommended that the city provide this additional carbon source in the treatment process to provide the right biochemistry for full denitrification.

Micro-C glycerin is a liquid product that has a very high BOD level to facilitate biological nitrogen removal at WWTP's that have limited influent BOD. The product is delivered and dosed as bulk liquid and is safer than methanol, traditionally used as an external carbon source.

The city's consultant QLH-Mead and Hunt recommend that the city use Micro-C. Hawkins Water Treatment Group is the sole source provider of Micro-C. The cost to the city is $866.25 per 275 gallon tote, with 8 totes per delivery. The purchase order for the entire fiscal year will be a not to exceed $60,000.00 amount based on calculated usage.

FISCAL ANALYSIS:

Based on the plant flows and the pilot usage during August and September, it is estimated that the city would need a budget of $60,000 for annual purchase of Micro-C. This expenditure is fully budgeted in the wastewater chemicals budget.

STAFF RECOMMENDATION:

Approve Resolution 2017-R-60 and approve agreements for the purchase of Fiscal Year 2017/2018 supply of Micro-C from Hawkins Water Treatment Group for the Public Works

Department and authorize the City Manager to execute necessary agreements.

COMMISSION GOAL:

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 RESOLUTION 2017-R-60, AND AWARD THE AGREEMENTS FOR THE PURCHASE OF FISCAL YEAR 2017/2018 SUPPLY OF MICRO-C FROM HAWKINS WATER TREATMENT GROUP FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY AGREEMENTS.

ATTACHMENTS:

- Holly Hill Sole Source Letter 07032017 (PDF)

Resolution No. (ID # 1798)

RESOLUTION 2017-R-60 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF MICRO-C 2000 FOR FISCAL YEAR 2017-2018 FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT FOR THE PURCHASE OF THE FISCAL YEAR 2017-2018 SUPPLY OF MICRO-C FROM HAWKINS WATER TREATMENT GROUP FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need to purchase the Micro-C additive for wastewater treatment; and

WHEREAS, the City has secured a pricing agreement permitted under the City's purchasing guidelines; and

WHEREAS, by Section 30-71 of the Holly Hill Code of Ordinances, "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost negotiated contracts with a cost in excess of $25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the price agreement for the purchase of Fiscal Year 2017-2018 supply of Micro-C for the Public Works Department has been budgeted.

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

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2017-2018 supply of Micro-C from Hawkins Water Treatment Group for the Public Works Department and authorizes the City Manager to execute any necessary price agreements.

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. That the Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2017.

July 3, 2017

Mr. Walt Smyser
Deputy Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL, 32117-2898

Re: MicroC 2000 Glycerin
Sole Source Letter

Dear Mr. Smyser:

Our product, MicroC 2000 Glycerin, is solely distributed in containers and mini-bulk, in Florida through Hawkins, Inc. No one else in the state of Florida is licensed to distribute or sell this product under these conditions or by this name.

The product documents attached include the Technical Data Sheet, Directions for use, and SDS.

If you have any questions or concerns, please let us know.

Sincerely,

Erica Latker

Erica Latker | Technical Application Specialist

,

2263 Clark Street, Apopka, Florida 32703 Telephone: 800-330-1369 Fax: 800-524-9315

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 10, 2017**
FROM: **Mark Juliano**
SUBJECT: **Resolution 2017-R-61 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Contract with Bliss Products and Services, Inc., for the Provision of Replacement Shade Structures for Hollyland Park; Providing for Severability; and Providing an Effective Date.**
NUMBER: **(ID # 1799)**
APPLICANT:
PLANNER:

DISCUSSION:

During Hurricane Matthew, irreparable damages occurred to (2) 28’ x 45’ shade structures and (8) 12’ x 22’ shade structures in Hollyland Park. These shade structures cover ball field bleachers and the large playground system at Hollyland.

On September 18, 2017, a bid opening was held soliciting bids for the materials to replace these shade structures. In total, (7) bids were received with the low bid offered from Bliss Products and Services, Inc., for $32,333.50.

The bids received are for materials only. Estimates for the installation were received at costs ranging from $36,966.37 to $87,500.00. In an effort to preserve fiduciary responsibility, staff recommends that the installation be done by existing city staff.

FISCAL ANALYSIS:

On March 14, 2017, the City Commission approved Resolution 2017-R-14 amending the 2016/2017 budget to account for damages to city assets as a result of Hurricane Matthew. Part of the funds approved was $53,400 set aside for shade structures.

The initial expenditure from the city will be $32,333.50. However, these shade structures are eligible for FEMA reimbursement. As such, upon reimbursement, the total expenditure from the city will be $8,083.38.

STAFF RECOMMENDATION:

Approve the purchase of (2) 28’ x 45’ shade structures and (8) 12’ x 22’ shade structures to be installed at Hollyland Park.

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 #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:

APPROVE RESOLUTION 2017-R-61, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE PROVISION OF REPLACEMENT SHADE STRUCTURES FOR HOLLYLAND PARK.

ATTACHMENTS:

- ARC - Shade Structures Bid (PDF)
- Bliss Products - Ultra Shade Warranty (PDF)
- Bliss Products - UltraShade Specs (PDF)
- Bliss Products and Services - Shade Structures Bid (PDF)
- Custom Canopies - Shade Structures Bid (1) (PDF)
- Custom Canopies - Shade Structures Bid (PDF)
- Custom One Source - Shade Structures Bid (PDF)
- Shade America - Shade Structures Bid (PDF)
- Shade Structure Bid Opening (PDF)
- Shade Structure Bid Opening (PDF)
- Shade Systems Inc (PDF)
- Top Line Recreation - Shade Structures Bid (PDF)

Resolution No. (ID # 1799)

RESOLUTION 2017-R-61 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE PROVISION OF REPLACEMENT SHADE STRUCTURES FOR HOLLYLAND PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2017-R-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE PROVISION OF REPLACEMENT SHADE STRUCTURES FOR HOLLYLAND PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received sealed bids for the referenced purchase; and

WHEREAS, Bliss Products and Services, Inc., was the lowest bidder at $32,333.50; and

WHEREAS, city staff have performed a review of the bids and have determined that Bliss Products and Services, Inc., is the lowest responsive and responsible bidder.

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

SECTION 1. The City Commission does hereby award the bid to the lowest responsive and responsible bidder, Bliss Products and Services, Inc., to provide replacement shade structures for Hollyland Park.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute an agreement with Bliss Products and Services, Inc., to purchase replacement shade structures for Hollyland Park.

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 10th day of OCTOBER, 2017.

ARC Where fun has no boundaries . . .

Advanced Recreational Concepts, LLC
Melbourne, FL 32934

Toll Free - 1-866-957-2355/Toll Free Fax - 1-866-957-2356

Proposal

Prepared For	Steve Juengst	Date	8/31/2017
Organization	City of Holly Hill 1065 Ridgewood Aveue Holly Hill, FL 32117	Quotation #	19813
		Prepared By	Sally-Ann Ball - ZK
		Payment Terms	Net 30
Customer Phone		Prices Valid U...	9/30/2017
Customer Fax		Project Name	SHADE BID
County	Volusia		
Ship To	Hollyland Park 453 LPGA Blvd Holly Hill, FL 32117		

Product ID	Description	Qty	Price	Total
	PROPOSAL IS FOR SUPPLY AND DELIVERY ONLY			
Shade	Superior Shades Custom Shade Design - Rectangular Hip Shade - 22' x 12', 10.5' Entry Height with 10' Above Surfacing Materials, (4) Columns on Base Plates, Does not Include Quick Release Glide Elbows FRAME COLOR - TBD FABRIC COLOR - TBD	8	2,727.00	21,816.00
Shade	Superior Shades Custom Shade Design - Rectangular Hip Shade - 45' x 28', 12.5' Entry Height with 12' Above Surfacing Materials, (4) Columns on Base Plates, Does not Include Quick Release Glide Elbows FRAME COLOR - TBD FABRIC COLOR - TBD	2	7,608.00	15,216.00
DISCOUNT	Discount Based on The Clay County Contract #13/14-8, -3% on Superior Shades Products	1	-1,110.96	-1,110.96
Drawings	Florida Signed and Sealed Engineered Drawings (8 Copies)	2	750.00	1,500.00
Freight	Freight Charges	1	2,875.00	2,875.00
DISCOUNT	ADDITIONAL DISCOUNT ON PROPOSAL	1	-2,671.04	-2,671.04

Subtotal	$37,625.00
Sales Tax (0.0%)	$0.00
Total	$37,625.00

Signature ____________________ Print Name/Title ____________________ Date ____________ P.O. # ______________

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check [...] 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

LIMITED WARRANTY

Limited Warranty
UltraPlay Systems, Inc. (hereinafter "UltraShade") warrants that the shade structure sold will be free from defects in materials under intended use for a period of **10 years** from the date of delivery **(Structure & Fabric)**. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of constructions, and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warrant excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.

Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials.

UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShelter does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure^{TM} fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShelter warranties its sewing **thread** for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.
This warranty does not cover damage from fire, cuts, vandalism misuse, or any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to ice, snow, or wind in excess of the applicable building code.
All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

UltraShade

This pre-engineered shade structure shall be shipped as a prefabricated packaged which shall include the structural frame members, fabric roof, all fasteners and installation manual. Structure shall be shipped unassembled for minimum shipping costs. No onsite welding will be required. Installation shall be performed by trained, experienced individual(s).

Design Criteria:

Wind Speed (Frame Only): 150 mph
Wind Speed (Frame w/ Fabric on): 90 mph as determined by 3 second wind gust (ASCE-7).
Snow Load: 5 psf.
Live Load: 5 psf. Fabric must be removed before any snowfall

Structure/ Welding:

All steel tubing to be structural steel. All plates to be A36 steel.
Structure to be free of sharp edge and corners.
Structure components are to be MIG welded. Minimum 3/16" fillet welds unless otherwise noted. Welding is performed by certified welders in accordance to American Welding Society (AWS) standards. All steel shall be welded shut at terminations to prevent internal leakage. No onsite welding shall be permitted.

Coating:

Tubing to be pregalvanized structural steel Flo-Coat tubing. Tubing receives a triple layer of protections zinc, a conversion coating and a clear polymer topcoat.

Depending on engineering requirements, A500 carbon steel tubing may be used for larger structures. This tubing to be sandblasted to near white condition prior to coating.

STANDARD UltraShade FINISH: For quality control purposes, A500 carbon steel tubing shall be shot blasted to SSPC-SP10 near-white blast cleaning. Zinc rich primer is applied with a 1-2 mil thickness. For structures using pregalvanized flo-coat tubing, just the weld area & all plates are primered. Top powder coat of TGIC Powder Coat to color selected from manufacturer's standard color chart: **[To-be-Selected]**. For environmental purposes, finish shall allow no VOC emissions. Total coating thickness to be 6-8 mils. Sample production parts shall have been tested and meet the following criteria:

1. Humidity resistance per ASTM D2247-94 to 6000 hours with no loss of adhesion or blistering.

2. Salt spray resistance per ASTM D117-94 to 6000 hours with less than 2mm creep and a blister grade 10.
3. Color/UV resistance per real world testing to 2 years in Florida with results of a) approximately 85% gloss retention 2000 hours exposure, b) 75% color retention c) Color variation maximum 2.3 delta E.
4. Hardness per ASTM D3363-92A with results of 2H-3H.
5. Impact Resistance per ASTM D2794 with results of 120"/lbs., no cracking.

Cable and Hardware:

All hardware to be stainless steel or galvanized.
Fabric perimeter cable to be galvanized steel aircraft quality cable. Minimum ¼" diameter galvanized 7x19 strand cable. For heavy loads, 3/8" diameter galvanized 7x19 cable.
Cable clamps and connectors to be galvanized steel.

Fabric Roof:

UV Shade Fabric is Shadesure® fabric, manufactured by MultiKnit Ltd., and made of UV-stabilized high-density polyethylene (HDPE). The mesh fabric must be Rachel-knitted with monofilament and tape yarn filler (weighted at 195g per square meter) to ensure that the material will not unravel if cut. Panels are to be ten (10) feet wide. Fabric shall conform to, and pass, the ASTM E-84 testing standard, as well as the NFPA701 Test Method 2 Standard. The fabric properties are:

- Life Expectancy — 8 year minimum with continuous sun exposure
- Fading — Minimal after 5 years (3 years for red)
- Stretch — Stentored
- Tear Tests — Warp, 220.5 lbs / Weft, 462,9707 lbs
- Burst Tests — 37.7 (psia)
- Fabric Mass — 2.43 ~ 2.58 oz/sqft (190 ~ 200gsm)
- Fabric Width — 9.8425 feet (3 meters)
- Roll Length — 164.04 feet (50 meters)
- Roll Dimensions — 62.99" x 16.5354" (160 cm x 42 cm)
- Roll Weight — ± 66 lbs (± 30 kg)
- Minimum Temp — -13° F (-25° C)
- Maximum Temp — +176° F (80° C)

Shade protection and UV screen protection factors shall be as follows:

Color	**Shade%**	**UV%**
Royal Blue	86%	94%

Attachment: Bliss Products - UltraShade Specs (1799 : Shade Structures for Hollyland Park)

Laguna Blue	92%	96%
Navy Blue	91%	93%
Turquoise	83%	92%
Rain Forest	89%	96%
Desert Sand	80%	92%
Black	95%	96%
Sunflower Yellow	70%	94%
Terracotta	84%	90%
Arizona	84%	92%
White	86%	86%
Silver	88%	93%
Red	84%	91%

Stitching and Thread:

All sowing threads are to be double-stitched, with no sewing/stitching allowed on-site. Perimeters of the fabric top are to be double lockstitched. All corners shall be reinforced with extra non-tear fabric and strapping to properly distribute load(s). Thread shall be Gore™ TENARA® sewing thread, manufactured from 100% expanded PTFE. This mildew-resistant, exterior-approved thread shall meet or exceed the following:

- Flexible temperature range, with a very low shrinkage factor
- Extremely high strength; durable in outdoor climates, resists flex and abrasion of fabric
- Unaffected by cleaning agents, as well as acid rain, mildew, saltwater
- Rot-Resistant, and unaffected by most industrial pollutants
- Specially treated for prolonged exposure to the sun
- Lockstitch Thread – 1200 Denier or approved Equal
- Chainstitch thread – 2400 Denier or approved equal

Concrete:

28 day strength: 3000 psi
Cast in place anchors (where applicable) are F1554 A-36 galvanized steel.

Footings shall be placed in accordance with and conform to Sealed Engineered Specifications and Drawings.

Installation:

Install in accordance with the manufacturers installation guidelines.

LIMITED WARRANTY

Limited Warranty
UltraPlay Systems, Inc. (hereinafter "UltraShade") warrants that the shade structure sold will be free from defects in materials under intended use for a period of **10 years** from the date of delivery **(Structure & Fabric)**. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of constructions, and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warrant excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.

Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials.

UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShelter does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShelter warranties its sewing **thread** for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.
This warranty does not cover damage from fire, cuts, vandalism misuse, or any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to ice, snow, or wind in excess of the applicable building code.
All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

UltraShade

Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **40713**

Sales Rep: Heather Smith
heather.smith@blissproducts.com
C: (727) 403-7849

City of Holly Hill

Date 9/15/2017 **Project** Shade Structures for Hollyland Park

Bill To
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL, 32117

Ship To
City of Holly Hill
Hollyland Park
1082 Ridgewood Ave
Holly Hill, FL, 32117

Contact
Steve Juengst

Approximate Ship Date

Ship Via

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ULT-SHD	PHP1222S-10-FB	Hip Rectangle 12' x 22' Shade, 10' Eave Height	8	$2,122.85	$16,982.80
ULT-SHD	PHP-2845S-12-FB	Hip Rectangle 28' x 45' Shade, 12' Eave Height	2	$5,922.85	$11,845.70
ULT-SHD		Signed & Sealed Engineering Drawings, Calculations and Footing Design	2	$650.00	$1,300.00

		Sub Total	$30,128.50
		Freight	2,205.00
Taxable Subtotal	$32,333.50	**Tax**	0.00
		Grand Total	$32,333.50

Financing as low as **$750.14** / month may be available pending credit approval.

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html

CUSTOM CANOPIES INC

QUOTE

SAFEST UNDER THE SUN

Custom Canopies Inc.
11815 Burke Street
Santa Fe Springs, CA 90670
888-776-3350
September 15, 2017

PROJECT: **Shade Structures for Hollyland Park**
City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Frank House	Hollyland Park	50% Deposit - 50% On Delivery	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
8.00	22' x 12' x 10' eave - HIP	$ 3,550.00	$ 28,400.00
1.00	Engineering	$ 880.00	$ 880.00
2.00	45' x 28' x 12' eave - HIP	$ 8,825.00	$ 17,650.00
1.00	Engineering	$ 880.00	$ 880.00
1.00	Combined freight - 10 units shipping together	$ 5,500.00	$ 5,500.00
	Includes YELLOW frames, GREEN fabric,		
	and all hardware		
40.00	Assembled Rebar Cages for footers - **INCLUDED**	$ -	$ -
	Installation by others		
For permitting	yes ☑ No ☐		
Engineering	yes ☑ No ☐		
Footing rebar	yes ☑ No ☐		
	Quote is valid for 90 days		

To accept this proposal , please sign and date below and remit payment to: Custom Canopies, Inc., 11815 Burke Street, Santa Fe Springs, CA 90670

SUBTOTAL	$ 53,310.00
SALES TAX	0.00%
TOTAL	$ 53,310.00

Print name :____________________

Sign : ____________________ **Date :** ______________

THANK YOU

CUSTOM CANOPIES INC

QUOTE

SAFEST UNDER THE SUN

Custom Canopies Inc.
11815 Burke Street
Santa Fe Springs, CA 90670
888-776-3350
September 15, 2017

PROJECT: **Shade Structures for Hollyland Park**
City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Frank House	Hollyland Park	50% Deposit - 50% On Delivery	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
8.00	22' x 12' x 10' eave - HIP	$ 3,550.00	$ 28,400.00
1.00	Engineering	$ 880.00	$ 880.00
2.00	45' x 28' x 12' eave - HIP	$ 8,825.00	$ 17,650.00
1.00	Engineering	$ 880.00	$ 880.00
1.00	Combined freight - 10 units shipping together	$ 5,500.00	$ 5,500.00
	Includes YELLOW frames, GREEN fabric,		
	and all hardware		
40.00	Assembled Rebar Cages for footers - **INCLUDED**	$ -	$ -
	Installation by others		
For permitting	yes ☑ No ☐		
Engineering	yes ☑ No ☐		
Footing rebar	yes ☑ No ☐		
	Quote is valid for 90 days		

To accept this proposal , please sign and date below and remit payment to: Custom Canopies, Inc., 11815 Burke Street, Santa Fe Springs, CA 90670

SUBTOTAL	$ 53,310.00
SALES TAX	0.00%
TOTAL	$ 53,310.00

Print name :____________________

Sign : ____________________ **Date :** ______________

THANK YOU

Attachment: Custom Canopies - Shade Structures Bid (1799 : Shade Structures for Hollyland Park)

CUSTOM ONESOURCE

Custom OneSource
201 ALEGRE CT
WINTER SPRINGS, FL 32708
(407) 699-6004
gmoffa@customonesource.com
www.customonesource.com

ADDRESS
City of Holly Hill

ESTIMATE 1139

DATE 09/15/2017

EXPIRATION DATE 04/30/2018

PROJECT NAME	SALES PERSON	MANUFACTURER
Hollyland Park Shade	JG Moffa	Superior Shades

ACTIVITY	QTY	RATE	AMOUNT
Custom Shade Design-Rectangular Hip Shade 22' x 12' x 10.5'. Entry Height 10' Above Surfacing Material. (4) Columns on Base Plates at 5" 11GA Rafters at 2.875" without Glide Elbows. Colors TBD. need 7' above 4' (11')	8	2,100.00	16,800.00T
Custom Shade Design-Rectangle Hip Shade 45' x 28' x 12.5' Entry Height 12' Above Surfacing Material. (4) Columns on Base Plate at 6" Sch 40. Rafters at 3.5" without Glide Elbows. Colors TBD.	2	6,420.00	12,840.00T
Engineering - Sealed Drawings & Fees-	2	600.00	1,200.00T
Freight and Handling	1	1,952.00	1,952.00T

SUBTOTAL	32,792.00
TAX (6.5%)	2,131.48
TOTAL	$34,923.48

$32,792.00

Accepted By

Accepted Date

Shade America, Inc.
#5 Seminole Dr.
St. Augustine, FL 32084
(904) 217-0516
carrie.shadeamerica@gmail.
com
http://www.shadeamerica.us

Estimate 1463

ADDRESS
CITY OF HOLLY HILL
1065 Ridgewood Ave.
Holly Hill, FL 32117
SHADE STRUCTURES FOR
HOLLYLAND PARK

DATE	TOTAL
09/17/2017	$56,560.00

ACTIVITY	QTY	RATE	AMOUNT
Shade Structure Supply 22' x 12' x 10' shade structure per bid specifications	8	4,380.00	35,040.0(
Shade Structure Supply 45' x 28' x 12' shade structure per bid specifications	2	9,260.00	18,520.0(
Engineering Engineer Drawings	1	1,500.00	1,500.0(
Shipping Freight	1	1,500.00	1,500.0(

This proposal is valid for 30 days. All discounts reflected here will apply.
50% deposit is required with order and balance is due upon installation.
Shade will be installed within 4-6 weeks from deposit receipt and signed purchase order/proposal. All materials will remain the property of Shade America, Inc. until balance is paid.
Shade America, inc. will make every effort to insure that underground cables or pipes are not damaged when digging foundations. It is the customer's responsibility to advise of such obstacles prior to job start and to cover costs associated with removal and/or relocating.

50% DEPOSIT REQUIRED

TOTAL **$56,560.00**

THANK YOU.

Attachment: Shade America - Shade Structures Bid (1799 : Shade Structures for Hollyland Park)

Shade Structure Bid Opening

Monday, September 18, 2017 @ 10:00am

Company	Bid Amount
Custom One Source	$32,792.00
Shade America, Inc.	$56,560.00
Top Line Recreation	$94,570.01
Custom Canopies	$53,310.00
Bliss Products and Services, Inc.	$32,333.50
Advanced Recreational Concepts	$37,625.00
Shade Systems, Inc.	$37,783.00

Shade Structure Bid Opening

Monday, September 18, 2017 @ 10:00am

Company	Bid Amount
Custom One Source	$32,792.00
Shade America, Inc.	$56,560.00
Top Line Recreation	$94,570.01
Custom Canopies	$53,310.00
Bliss Products and Services, Inc.	$32,333.50
Advanced Recreational Concepts	$37,625.00
Shade Systems, Inc.	$37,783.00

Shade systems™ INC.

4150 S.W. 19th Street
Ocala, FL 34474
1-800-609-6066 · FAX: 352/237-2256
E-mail: jeremy@shadesystemsinc.com
www.shadesystemsinc.com

SALES ORDER

TO: City of Holly Hill
Steve Juengst / 386-248-9417
1065 Ridgewood Ave
Holly Hill, FL 32117
Email: sjuengst@hollyhillfl.org
Project: **Shade for Hollyland Park**

FROM: Jeremy Purkis
1-800-609-6066 ext. 119

QUOTE: JP090117-A

DATE: September 15, 2017

PAGE: 1 of 1

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
8	Model No. R122210 – 12' x 22' - Rectangle Shade System – 10' high	$ 2,472.80	$ 19,782.40
2	Model No. R284512 – 28' x 48' - Rectangle Shade System – 12' high	7,477.80	14,955.60
2	Florida Professional engineer sealed drawings	600.00	1,200.00
2	Florida Professional engineer sealed calculations	300.00	600.00
	Shipping / handling cost to Holly Hill, FL 32117 excluding COD fees		1,245.00
	COLORS: Fabrics: ______________ Metals: ______________		

IMPORTANT TERMS & CONDITIONS: **TOTAL $ 37,783.00**

- All products quoted are per standard Shade Systems specifications per our catalog with in-ground bury columns.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available at $400.00 additional cost per optional color selected.
- Prices do not include any applicable taxes, concrete supplies, truck unloading or installation.
- Prices quoted are valid until November 30, 2017. Current shipping schedule is estimated at 6 to 8 weeks after receipt municipal purchase order. Terms are Net 30 days with municipal purchase order.
- To place this order, please return signed copy of this Sales Order with color blanks completed above, along with your official municipal purchase order.

ABOVE APPROVED AND ACCEPTED: By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: ______________________ TITLE: ______________ DATE: ______________

Attachment: Shade Systems Inc (1799 : Shade Structures for Hollyland Park)

QUOTE

QUOTE #	TLRQ1967
PROJECT NAME	Shade Structures

Bill to:

City Clerk
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Ship to:

City Clerk
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

RECREATION

Top Line Recreation Inc.

2922 Howland Blvd, Suite 3, Deltona, FL 32725

8009214509

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Anthony Caro	NET 30	Sep 15, 2017	Oct 15, 2017

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8	R122210	(8) 12'x22' Rectangle Shade System - 10' High	$3,589.60	$28,716.80
8	PM1	Pier Mount Option	$672.00	$5,376.00
2	R284510	(2) 28'x45' Mega Span Shade System - 10' High	$13,996.27	$27,992.54
2	PM2	Pier Mount Option	$1,344.27	$2,688.54
2	ENG1	FL Professional Engineer Sealed Drawings and Calculations	$1,125.00	$2,250.00
1	Freight	Freight to Holly Hill FL 32117	$1,904.76	$1,904.76
8	Hurley	Installation of (8) 12'x22' Rectangle Shade Systems -10' High	$2,380.95	$19,047.60
2	Hurley	Installation of (2) 28'x45' Mega Span Shade Systems - 10' High	$6,547.62	$13,095.24
1	Hurley	Concrete Pump	$2,352.94	$2,352.94
1	Hurley	Haul Off Excess Materials	$1,764.71	$1,764.71
1	Hurley	Permitting (Not Including Actual Cost of Permit)	$705.88	$705.88
		Must Have Equipment Access		
		No Saw Cut and Demo		
1	TLRD	Top Line Recreation Discount	-$11,325.00	-$11,325.00

SUBTOTAL	$94,570.01
TAX RATE	
SALES TAX	$0.00
TOTAL	$94,570.01

Attachment: Top Line Recreation - Shade Structures Bid (1799 : Shade Structures for Hollyland Park)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**October 10, 2017**
FROM:	**Valerie Manning**
SUBJECT:	**Resolution 2017-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, ("Holly Hill City Commission"), Calling for the Florida Legislature to Amend State Law to Halt the Transfer of Education Funding from Poorer School Districts to Wealthier School Districts Under the District Cost Differential Multiplier Within the Florida Education Finance Program Formula.**
NUMBER:	**(ID # 1812)**
APPLICANT:	
PLANNER:	

DISCUSSION:

The District Cost Differential (DCD) is a personnel cost adjustment intended to account for variation among districts in the cost of wages and salaries for school personnel, which account for more than 80% or more of district operating costs and required by section 1011.62(2), Florida Statutes.

In 2003, the legislature ordered a review of the accuracy and appropriateness of FPLI used to calculate the DCD in the 2003-2004 General Appropriations Act, chapter 2003- 397, Laws of Florida and many school districts have lost tens of millions of dollars in funding since the 2004 DCD change.

The taxpayers of Volusia County have lost $140,522,685 in state education funding since the 2004 DCD change, which has been redistributed to wealthier school districts and in fiscal year 2017-2018, Volusia County taxpayers will receive only $0.96 cents for every dollar of the base student allocation.

This Resolution calls on the Florida Legislature to amend State Law to halt the transfer of education funding of poorer school districts to wealthier school districts under the DCD multiplier within the Florida Education Finance Program formula.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution 2017-R-62 as submitted by staff and that a copy of this Resolution will be distributed by the City Clerk to the Florida Legislature on behalf of the Holly Hill City Commission.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-62, CALLING FOR THE FLORIDA LEGISLATURE TO AMEND STATE LAW TO HALT THE TRANSFER OF EDUCATION FUNDING FROM POORER SCHOOL DISTRICTS TO WEALTHIER SCHOOL DISTRICTS UNDER THE DISTRICT COST DIFFERENTIAL MULTIPLIER WITHIN THE FLORIDA EDUCATION FINANCE PROGRAM FORMULA.

ATTACHMENTS:

- Volusia County's District Cost Differential Resolution (PDF)

Resolution No. (ID # 1812)

RESOLUTION 2017-R-62 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ("HOLLY HILL CITY COMMISSION"), CALLING FOR THE FLORIDA LEGISLATURE TO AMEND STATE LAW TO HALT THE TRANSFER OF EDUCATION FUNDING FROM POORER SCHOOL DISTRICTS TO WEALTHIER SCHOOL DISTRICTS UNDER THE DISTRICT COST DIFFERENTIAL MULTIPLIER WITHIN THE FLORIDA EDUCATION FINANCE PROGRAM FORMULA.

RESOLUTION 2017-R-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ("HOLLY HILL CITY COMMISSION"), CALLING FOR THE FLORIDA LEGISLATURE TO AMEND STATE LAW TO HALT THE TRANSFER OF EDUCATION FUNDING FROM POORER SCHOOL DISTRICTS TO WEALTHIER SCHOOL DISTRICTS UNDER THE DISTRICT COST DIFFERENTIAL MULTIPLIER WITHIN THE FLORIDA EDUCATION FINANCE PROGRAM FORMULA.

WHEREAS, the Florida Education Finance Program (FEFP) was created by the Florida Legislature in 1973 to provide an equitable base level of educational resources for public school districts; and

WHEREAS, the FEFP formula includes four multipliers, one of which is the District Cost Differential (DCD); and

WHEREAS, the DCD is a personnel cost adjustment intended to account for variation among districts in the cost of wages and salaries for school personnel, which account for more than 80% or more of district operating costs and required by section 1011.62(2), Florida Statutes; and

WHEREAS, the DCD calculation depends on Florida Price Level Index (FPLI), which has been maintained by the University of Florida Bureau of Economic and Business Research (Bureau) since 2000 under the direction of the Florida Department of Education (DOE); and

WHEREAS, in 2003, the legislature ordered a review of the accuracy and appropriateness of FPLI used to calculate the DCD in the 2003-2004 General Appropriations Act, chapter 2003- 397, Laws of Florida; and

WHEREAS, in 2004, the method to calculate the FPLI was substantially changed by DOE, without direction by statute or peer review by economic experts; and

WHEREAS, many school districts have lost tens of millions of dollars in funding since the 2004 DCD change; and

WHEREAS, the taxpayers of Volusia County have lost $140,522,685 in state education funding since the 2004 DCD change, which has been redistributed to wealthier school districts; and

WHEREAS, in fiscal year 2017-2018, Volusia County taxpayers will receive only $0.96 cents for every dollar of the base student allocation; and

WHEREAS, the Holly Hill City Commission is not opposed to the state supplementing funding to other districts but does not support reduction of potential funding from poorer school districts to wealthier school districts; and

WHEREAS, the notion that poorer school districts are subsidizing wealthier school districts under the guise of the DCD is flawed, inequitable and must end.

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

SECTION 1. FINDINGS. The findings set forth above are hereby adopted and incorporated by reference into this resolution.

SECTION 2. REQUESTED ACTION. Holly Hill City Commission respectfully calls on the Florida Legislature to amend state law to halt the transfer of education funding of poorer school districts to wealthier school districts under the DCD multiplier within the Florida Education Finance Program formula as follows:

A. Amend section 1011.62, Florida Statutes, to hold school districts harmless under the DCD in the following manner:

1011.62. Funds for operation of schools

If the annual allocation from the Florida Education Finance Program to each district for operation of schools is not determined in the annual appropriations act or the substantive bill implementing the annual appropriations act, it shall be determined as follows:

…

(2) Determination of district cost differentials.--*The Commissioner of Education shall annually compute for each district the current year's district cost differential. The district cost differential shall be calculated by adding each district's price level index as published in the Florida Price Level Index for the most recent 3 years and dividing the resulting sum by 3. The result for each district shall be multiplied by 0.008 and to the resulting product shall be added 0.200; the sum thus obtained shall be the cost differential for that district for that year. No district shall have a district cost differential of less than 1.*

...

B. Propose the amendment of Article IX, section 1(a) of the Florida Constitution by joint resolution of each house of the legislature in accordance with Article XI, section 1 to add the following:

Local school district funding shall not be reduced, but may be supplemented, by the legislature through utilization of a cost differential or other index made by law.

SECTION 3. That a copy of this Resolution be included in the official minutes of the Holly Hill City Commission meeting dated October 10, 2017 and distributed by the City Clerk to the Florida Legislature on behalf of the Holly Hill City Commission.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2017.

Resolution 2017-17

A RESOLUTION OF THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA ("BOARD"), CALLING FOR THE FLORIDA LEGISLATURE TO AMEND STATE LAW TO HALT THE TRANSFER OF EDUCATION FUNDING FROM POORER SCHOOL DISTRICTS TO WEALTHIER SCHOOL DISTRICTS UNDER THE DISTRICT COST DIFFERENTIAL MULTIPLIER WITHIN THE FLORIDA EDUCATION FINANCE PROGRAM FORMULA.

WHEREAS, the Florida Education Finance Program (FEFP) was created by the Florida Legislature in 1973 to provide an equitable base level of educational resources for public school districts;

WHEREAS, the FEFP formula includes four multipliers, one of which is the District Cost Differential (DCD);

WHEREAS, the DCD is a personnel cost adjustment intended to account for variation among districts in the cost of wages and salaries for school personnel, which account for more than 80% or more of district operating costs and required by section 1011.62(2), Florida Statutes;

WHEREAS, the DCD calculation depends on Florida Price Level Index (FPLI), which has been maintained by the University of Florida Bureau of Economic and Business Research (Bureau) since 2000 under the direction ofthe Florida Department of Education (DOE);

WHEREAS, in 2003, the legislature ordered a review of the accuracy and appropriateness of FPLI used to calculate the DCD in the 2003-2004 General Appropriations Act, chapter 2003- 397, Laws ofFlorida;

WHEREAS, in 2004, the method to calculate the FPLI was substantially changed by DOE, without direction by statute or peer review by economic experts;

WHEREAS, many school districts have lost tens of millions of dollars in funding since the 2004 DCD change;

WHEREAS, the taxpayers of Volusia County have lost $140,522,685 in state education funding since the 2004 DCD change, which has been redistributed to wealthier school districts;

WHEREAS, in fiscal year 2017-2018, Volusia County taxpayers will receive only 96 cents for every dollar of the base student allocation;

WHEREAS, the Board is not opposed to the state supplementing funding to other districts but does not support reduction of potential funding from poorer school districts to wealthier school districts; and

WHEREAS, the notion that poorer school districts are subsidizing wealthier school districts under the guise of the DCD is flawed, inequitable and must end.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, IN OFFICIAL SESSION, DULY ASSEMBLED IN DELAND, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. The findings set forth above are hereby adopted and incorporated by reference into this resolution.

SECTION 2. REQUESTED ACTION. The School Board of Volusia County respectfully calls on the Florida Legislature to amend state law to halt the transfer of education funding of poorer school districts to wealthier school districts under the DCD multiplier within the Florida Education Finance Program formula as follows:

A. Amend section 1011.62, Florida Statutes, to hold school districts harmless under the DCD in the following manner:

1011.62. Funds for operation of schools

If the annual allocation from the Florida Education Finance Program to each district for operation of schools is not determined in the annual appropriations act or the substantive *bill implementing the annual appropriations act, it shall be determined as follows:*

...

> ***(2) Determination of district cost differentials.***--*The Commissioner of Education shall annually compute for each district the current year's district cost differential. The district cost differential shall be calculated by adding each district's price level index as published in the Florida Price Level Index for the most recent 3 years and dividing the resulting sum by 3. The result for each district shall be multiplied by 0.008 and to the resulting product shall be added 0.200; the sum thus obtained shall be the cost differential for that district for that year.* <u>*No district shall have a district cost differential of less than 1.*</u>

...

B. Propose the amendment of Article IX, section 1(a) of the Florida Constitution by joint resolution of each house of the legislature in accordance with Article XI, section 1 to add the following:

Local school district funding shall not be reduced, but may be supplemented, by the legislature through utilization of a cost differential or other index made by law.

SECTION 3. That a copy of this Resolution be spread upon the official minutes of the Board and distributed by the Chairman on behalf of the Board.

PASSED AND ADOPTED THIS 22nd DAY OF August 2017, THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

Melody Johnson
Ms. Melody Johnson, Chairman

Linda Cuthbert
Ms. Linda Cuthbert, Vice-chairman

Dr. John Hill, Board Member

Carl Persis
Mr. Carl Persis, Board Member

Ida D. Wright
Ms. Ida Wright, Board Member

James T. Russell
Mr. James T. Russell, Superintendent

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**October 10, 2017**
FROM:	**Valerie Manning**
SUBJECT:	**Resolution 2017-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Recognizing Florida City Government Week, October 23 - 29, 2017, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.**
NUMBER:	**(ID # 1792)**
APPLICANT:	
PLANNER:	

DISCUSSION:

On October 23 - 29, 2017, Florida's cities will join in celebrating Florida City Government Week.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution 2017-R-63 as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-63, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 23 - 29, 2017, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

Resolution No. (ID # 1792)

RESOLUTION 2017-R-63 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 23 - 29, 2017, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

RESOLUTION 2017-R-63

A RESOLUTION OF THE CITY OF HOLLY HILL RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 23 - 29, 2017, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

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

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

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

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

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

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

<u>SECTION 1.</u> That the City of Holly Hill encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

<u>SECTION 2.</u> That the City of Holly Hill encourages educational partnerships between city government and schools, as well as civic groups and others organizations.

<u>SECTION 3.</u> That the City of Holly Hill supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2017.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 10, 2017**
FROM: **Steve Aldrich**
SUBJECT: **VCSO/HHPD Drug Task Force - Mutual Aid Agreement Volusia County Combined- Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement**
NUMBER: **(ID # 1813)**
APPLICANT:
PLANNER:

DISCUSSION:

The Volusia County Sheriff's Office (VCSO) is committed to working with all Volusia County Law Enforcement agencies to protect lives, property, public peace, and the safety of all citizens. The VCSO is leading the effort by entering into a Multi-Agency Voluntary Cooperation Mutual Aid Agreement with several Volusia County Law Enforcement Agencies to address the growing usage of illicit drugs and to ensure the safety of all residents. This agreement would become effective upon signing and remain in effect until May 31, 2022.

FISCAL ANALYSIS:

There is no additional cost associated with participation in this Multi-Agency Voluntary Cooperation Memorandum of Understanding Mutual Aid Agreement. This agreement would entitle the Holly Hill Police Department to participate in any recovered funds as the results of a legal seizure of property, but should not be expected to fund any anticipated expense.

STAFF RECOMMENDATION:

Allow the Holly Hill Police Department to enter into the Multi-Agency Voluntary Cooperation Mutual Aid Agreement between the Participating Agencies and the Volusia County Sheriff's Office to enhance Law Enforcement service in the area.

COMMISSION GOAL:

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

MOTION:

Motion to Approve the Holly Hill Police Department entering into the Multi-Agency Voluntary Cooperation Mutual Aid Agreement between the Participating Agencies and the Volusia County Sheriff's Office.

- Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement 2017-2022 (PDF)

VOLUSIA COUNTY COMBINED-DRUG TASK FORCE MULTI-AGENCY VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

WHEREAS, the below subscribed law enforcement agencies have joined together within Volusia County, Florida in a task force (hereinafter referred to as the *Combined Drug Task Force or "Drug Task Force"*) intended to combat street level drug law violations, street level vice law violations, related criminal violations and to disrupt person(s) and/or organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the *Combined Drug Task Force;*

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Volusia County Sheriff's Office to implement with the jurisdictional and other limits as noted herein the *Combined Drug Task Force* for the purposes and goals indicated.

Parties To This Agreement:

Local Participants:
Volusia County Sheriff's Office
South Daytona Police Department
DeLand Police Department
Holly Hill Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department

Additional parties may, at the request of a participating member and with the approval of the other *Combined Drug Task Force* member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in the Agreement upon delivery of written notice of cancellation to the Volusia County Sheriff's Office.

Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Volusia County Sheriff's Office to establish this multi-agency *Drug Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "street" level offenders, as well as the customer base associated with the distribution of illegal drugs and/or street level vice related crimes.

It shall be the mission of the *Drug Task Force* units to identify, arrest, and eliminate street level drug organizations and individuals who control drug operations. Additionally, the *Drug Task Force* will investigate specific citizen complaints regarding narcotics investigation. The *Drug Task Force* is not limited to narcotics related cases and is also responsible for the investigation into non-organized prostitution, gambling, alcoholic beverage, tobacco and firearm violations.

The principle purpose of the *Drug Task Force* shall be the successful prosecution of violators of illegal drug and/or vice related laws, with particular emphasis placed on efforts designed to identify and disrupt street level drug organizations. Furthermore, the *Drug Task Force* shall place efforts designed to identify and disrupt street level vice related organizations.

Drug Task Force efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Drug Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Drug Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating *Drug Task Force* members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the *Drug Task Force* efforts, with the operations of the *Drug Task Force* being coordinated with the Volusia County Sheriff's Office and other *Drug Task Force* members.

Procedure for Requesting Assistance

Officers assigned to *Drug Task Force* operations pursuant to this agreement who observe a violation of Florida Statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Any Drug Task Force Supervisor may request and render enforcement assistance and or take enforcement action in accordance with the law and terms of this agreement.

Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the *Combined Drug Task Force* in such numbers as are agreed to by the participating agency and the Volusia County Sheriff's Office. Participating agencies shall assign personnel to the *Combined Drug Task Force* based upon their investigative experience and the operational needs of the *Drug Task Force*. Final acceptance of personnel assigned to the *Combined Drug Task Force* shall rest with the Volusia County Sheriff's Office.

The Volusia County Sheriff's Office will assign a supervisor of the rank of sergeant to *Drug Task Force* with supervisory authority for *Drug Task Force* operations. The VCSO Supervisor shall be responsible for the operational command and day-to-day administration of all *Drug Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Volusia County Sheriff's Office, Commander of the Narcotics Investigative Section, and shall have primary supervisory responsibility for operations and investigations occurring within Volusia County. However, for any *Drug Task Force* activity and investigations outside of Volusia County to be considered as authorized by this agreement the VCSO supervisor shall contact and request assistance from the Sheriff's Office, Police Agency, Federal Agency and/or HIDTA group having jurisdiction in the operational area.

The VCSO Supervisor, in consultation with the primary Assistant State Attorney or Statewide Prosecutor assigned to *Drug Task Force* matters will initially determine whether cases resulting from *Drug Task Force* activities shall be prosecuted in state court, or whether an individual case would be best resolved through referral to the United States Attorney for consideration of federal prosecution. Should any participating agency disagree with the initial venue determination made by the VCSO Supervisor and Assistant State Attorney, said agency shall have the right to present the matter to the Sheriff and/or Designee, on an individual case basis, for reconsideration and final decision.

During the absence of the assigned VCSO Supervisor, or as deemed necessary, the Volusia County Sheriff's Office Narcotic Investigative Section Commander will temporarily assign another Narcotic Investigative Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia County Sheriff's Office Commander of the Narcotic Investigative Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VCSO Supervisor.

Jurisdiction:

The principal site of the *Combined Drug Task Force* activity is the geographical boundaries of Volusia County, Florida; provided however, that *Drug Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, as provided and outlined in the attached Florida Sheriff's Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement. *Drug Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Drug Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VCSO Supervisor. Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned agencies participating in the *Drug Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a Volusia County Sheriff's Office supervisor for activities occurring within Volusia County or a supervisor having jurisdiction in the area of operation as outlined in the aforesaid Mutual Aid Agreement. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Drug Task Force* operations or have been encountered directly incident to an approved and supervised *Drug Task Force* operation.

If a conflict arises between an order or direction provided by a *Drug Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Drug Task Force* supervisor, and to the superior in that member's agency chain of command. The *Drug Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Drug Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Drug Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Drug Task Force* when engaged in *Drug Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Drug Task Force* members shall be clearly identified by the Volusia County Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia County Sheriff's Office Narcotic Investigative Section. However, as stated above, no *Drug Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in the *Drug Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Drug Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Drug Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Handling Complaints:

Whenever there is cause to believe that a complaint, against an employee of a Task Force member agency, has arisen as a result engaging in the *Drug Task Force* initiatives pursuant to this Agreement, the Drug Task Force Supervisor shall be responsible for the documentation of said complaint to ascertain at a minimum:

- The identity of the complainant.
- An address where the complaining party can be contacted.
- The specific allegation.
- The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the Task Force member agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the Task Force member agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Drug Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Drug Task Force* shall be based upon current statutory and case law. The Parties agree that the Volusia County Sheriff's Office or individual participant agencies, through their own or other assisting attorneys, subject to participant agency concurrence, will be primarily responsible under this Agreement for pursuing all *Drug Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the adoption of said seizures for federal forfeiture proceedings when deemed appropriate. The Volusia County Sheriff's Office may, if necessary, determine which agencies or contract entities shall handle forfeitures, subject to approval of affected agencies. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Drug Task Force*. Forfeited assets will be distributed amongst the participating agencies in the following manner:

The Eastside Volusia Narcotic Task Force	
Volusia County Sheriff's Office	50.0% of seized assets
Holly Hill Police Department	12.5% of seized assets
South Daytona Police Department	12.5% of seized assets
Ormond Beach Police Department	12.5% of seized assets
New Smyrna Beach Police Department	12.5% of seized assets

The West Volusia Narcotic Task Force

Volusia County Sheriff's Office	80.0% of seized assets
DeLand Police Department	20.0% of seized assets

The Volusia County Sheriff's Office may approve allocation of the forfeited assets to a non-participating agency of this *Drug Task Force* based upon that agency's involvement or participation in an individual case.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Drug Task Force* cases may request copies of forfeiture complaints and pleading filed by reason of *Drug Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Drug Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Drug Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

Evidence and Records:

The Parties agree that all *Drug Task Force* reports and records shall be maintained by VCSO, and shall be identified as *Drug Task Force* reports.

Evidence shall be seized in accordance with VCSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VCSO.

The Volusia County Sheriff's Office, *Drug Task Force* supervisor, may at any time order a review and audit with regard to the seizure and handling of all evidence, property, or cash or any other aspect of *Task Force* operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Operational Procedures Manual:

The Volusia County Sheriff's Office *Drug Task Force* Supervisor will maintain a *Drug Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Drug Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Drug Task Force* members to utilize during *Drug Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The Volusia County Sheriff's Office, Public Information Officer, will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Drug Task Force* matters.

Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Volusia County Sheriff, and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until May 31, 2022, unless cancelled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Volusia County Sheriff's Office. Copies of the Agreement and all executed signature pages will be filed with the Florida Department of Law Enforcement Mutual Aid Office in Tallahassee, Florida, within 14 days of signing. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

See Representative Signature pages attached.

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the Volusia County Sheriff's Office:

____

Michael J. Chitwood, Sheriff
Volusia County Sheriff's Office, (VCSO)

Date: _______________

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the Holly Hill Police Department:

____

Stephen Aldrich, Chief of Police
Holly Hill Police Department, (HHPD)

Date: _______________

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the Ormond Beach Police Department:

____

Jesse Godfrey, Chief of Police
Ormond Beach Police Department, (OBPD)

Date: ______________

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the South Daytona Police Department:

____

Ronald Wright, Chief of Police
South Daytona Police Department, (SDPD)

Date: ________________

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the New Smyrna Beach Police Department:

____

Mike Coffin, Chief of Police
New Smyrna Beach Police Department, (NSBPD)

Date: _______________

Party's Acceptance of the Volusia County Combined-Drug Task Force Voluntary Cooperation Mutual Aid Agreement (May 31, 2022)

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at VCSO along with this signature page.
****

For the Deland Police Department:

____

Jason D. Umberger, Chief of Police
DeLand Police Department, (DPD)

Date: _______________

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: October 10, 2017
FROM: Valerie Manning
SUBJECT: Ordinance 2996 An Ordinance of the City of Holly Hill, Florida, Repealing Ordinance 2988, Which Established a Twelve Month Moratorium on the Growing, Processing, Manufacturing, Distributing, Dispensing and Selling of Medical Marijuana Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1793)
APPLICANT:
PLANNER:

DISCUSSION:

At the September 18, 2017 workshop with the City Commission, there was consensus to bring forth an ordinance repealing Ordinance 2988, medical marijuana moratorium that was adopted on March 28, 2017.

During the workshop on September 18, 2017, the City Commission decided not to ban medical marijuana treatment centers within the city limits and to consider requests for new medical marijuana treatment centers as a pharmacy for purposes of applying to the city's regulations.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the First Reading of Ordinance 2996 as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE FIRST READING OF ORDINANCE 2996, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS.

Ordinance No. (ID # 1793)

ORDINANCE 2996 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2996

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted a twelve month moratorium on the growing, processing, manufacturing, distributing, dispensing and selling of medical marijuana to allow the Florida Legislature to adopt laws, rules and regulations for the implementation of the recent medical marijuana amendment to the Florida Constitution; and

WHEREAS, the Florida Legislature adopted and the Governor signed new law and it is in effect; and

WHEREAS, pursuant to the new law, the regulation of the cultivating, processing and delivery of marijuana by medical marijuana treatment centers is preempted to the State. The law allows local governments to ban medical marijuana treatment centers from their jurisdiction. If not banned, local governments cannot limited the number of medical marijuana treatment centers within their jurisdiction and any regulation on the location of medical marijuana treatment centers must be also applied to pharmacies; and

WHEREAS, the City Commission has decided not to ban medical marijuana treatment centers within the City limits and to consider requests for new medical marijuana treatment centers as a pharmacy for purposes of applying the City's regulations.

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

SECTION 1. The City Commission hereby repeals Ordinance 2988.

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.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2017, for first reading.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE:	**October 10, 2017**
FROM:	**Kurt Swartzlander**
SUBJECT:	**Ordinance 2995 An Ordinance of the City of Holly Hill, Florida, Amending the Code of Ordinances, Chapter 54 Section 1, Solid Waste; Creating Chapter 54-10 Franchises/Non-Exclusive Franchises; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.**
NUMBER:	**(ID # 1789)**
APPLICANT:	
PLANNER:	

DISCUSSION:

During recent contract negotiations the City entered into an agreement with Waste Pro to have an exclusive contract for all roll-offs in the city excluding recycling. This action requires an amendment to existing City ordinances that allows for franchisees to provide roll-off services in the city for construction and demolition services only.

FISCAL ANALYSIS:

This decision has little to no impact on either the revenue or expenditure's of the city.

STAFF RECOMMENDATION:

Approve second and final reading of Ordinance 2995 and amend the City ordinance to no longer allow franchisees for roll-off containers.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2995, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 SECTION 1, SOLID WASTE; CREATING CHAPTER 54-10 FRANCHISES/NON-EXCLUSIVE FRANCHISES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

HISTORY:

09/26/17	**City Commission**	**APPROVED AT 1ST READING**
Next: 10/10/17		

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 1789)

ORDINANCE 2995 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 SECTION 1, SOLID WASTE; CREATING CHAPTER 54-10 FRANCHISES/NON-EXCLUSIVE FRANCHISES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2995

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 SECTION 1, SOLID WASTE; CREATING CHAPTER 54-10 FRANCHISES/NON-EXCLUSIVE FRANCHISES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 54 of the City Ordinance, title Solid Waste regulates the manner in which Solid Waste is placed for collection; and

WHEREAS, the City Commission believes it is in the best interests of the citizens of the City of Holly Hill to amend its Solid Waste regulations to update definitions and to regulate the manner in which Solid Waste is collected; and

WHEREAS, underlined text are additions to the current adopted regulations and struck-through text are deletions.

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

SECTION 1. That Section 54-10 is to be deleted as follows:

~~**Sec. 54-10. - Franchises/Non-Exclusive Franchises.**~~

~~**(1) Franchises**~~

~~(a). All solid waste generated and accumulated within the City Limits of the City, by both residential and commercial properties, shall be collected and removed by a City franchisee except as otherwise specifically provided in this Ordinance.~~

~~(b). All residential recyclables generated and accumulated within the corporate boundaries of the City shall be collected and removed by the franchisee as otherwise provided in this~~

~~Ordinance. The City's scope of authority relating to recovered materials is as set forth in Section 403.7046, *Florida Statutes*, and other controlling law.~~

~~(c). No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this Ordinance.~~

~~(d). No person may collect or transport solid waste or recyclables except as provided in this Ordinance.~~

~~(e). This Section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one (1) ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.~~

~~(2) FRANCHISE AGREEMENTS~~

~~(a). The City may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the City except as may be proscribed by State law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the City and shall be awarded in accordance with the procedures of the City Commission as may exist from time to time.~~

~~(b). This Ordinance herein sets forth the conditions for the grant of exclusive or non-exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the City.~~

~~(c). Any franchise granted under the provisions of this Ordinance shall include the right to operate collection vehicles on the public streets of the City and to conduct a solid waste and recyclables collection business within the City.~~

~~(d). This Ordinance grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a City solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this Ordinance.~~

~~(e). If a franchisee has entered into a contract with the City to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the City to provide solid waste or recyclables collection services within the City, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the City.~~

~~For reasons of this Ordinance, non-exclusive franchise agreements may be entered into by the City to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts~~

~~(f). The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The City shall be named as an additional insured and the policy shall provide that the City shall be provided at least thirty (30) days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the City with a renewal or replacement certificate of insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a *per se* breach of the franchise agreement.~~

~~(g). Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the City an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the City Manager. Upon receiving the completed application form and application fee, the City Manager or his/her designee will review for approval or non approval. The City may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the City Commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.~~

~~(3) FRANCHISE FEE AND RELATED FINANCIAL MATTERS.~~

~~(a). The franchisee shall pay to the City a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the City upon not less than five (5) days demand by the City at all reasonable times within the City for the purpose of determining the amount of franchise fees due to the City. Said books shall not generally be audited more than two (2) times per year or at a greater frequency except to the extent that said audits are deemed necessary by the City for the purpose of validating franchise fees due to the City or to ensure compliance with law.~~

~~(b). Franchise fees may be adopted by City resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one (1) or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the City.~~

~~(c). For any services required to be performed under a franchise agreement, the charges by the City to the recipients of the solid waste and recyclables collection services shall be as set forth by City resolution or in a franchise agreement resulting from the City's procurement activities.~~

~~(4) DUTIES OF FRANCHISEES.~~

~~(a). The franchisee shall perform, at a minimum, the following:~~

~~(1). Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the City requiring such services, except as otherwise provided in this Ordinance and pursuant to the terms and conditions of the franchise agreement.~~

~~(2). Carry out and perform all provisions of the franchise agreement.~~

~~(3). Allow City to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the City relative to the provisions of a franchise agreement.~~

~~(4). Provide access to the City, upon reasonable notice, full access to all records with respect to the franchise agreement.~~

~~(5). Allow the City to inspect any and all vehicles and equipment used.~~

~~(6). Devote sufficient personnel, time and attention to work required under a franchise agreement.~~

~~(7). Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the City.~~

~~(8). Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.~~

~~(9). Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the City which policy shall be subject to the reasonable approval of the City.~~

~~(10). Comply with all applicable Federal, State, County and City laws, rules, regulations and ordinances.~~

~~(11). Assist the City in complying with State law relative to recycling.~~

~~(12). Dispose of solid waste on at a facility approved by the City.~~

~~(13). Operate only between the hours of 8:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the City Manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical means, such activity may only occur after 8:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within one hundred and fifty feet (150') of any residence. .~~

~~(14). Not unduly interfere with vehicular or pedestrian traffic while conducting operations.~~

~~(15). Operate in a manner which does not cause a nuisance or undue noise.~~

~~(b). It is prohibited and unlawful to violate the provisions of this Section.~~

~~(5) TRANSFERABILITY.~~

~~(a). No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the City Manager.~~

~~(b). Applications for a transfer must be in writing and provide the City Manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the City Commission.~~

~~(6) VEHICLES.~~

~~(a). All solid waste and recyclables collection vehicles operating in the City shall be clearly marked with the name of the franchisee and the franchisee's telephone number.~~

~~(b). All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the City or to transport solid waste or recyclables over any public roadways in the City shall:~~

~~(1). Be constructed as watertight as possible to limit the escape of water or other fluids~~

~~from the vehicle.~~

~~(2). Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than 1 ½ inches, tarpaulin or fully enclosed metal.~~

~~(3). Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.~~

~~(4). Be washed thorough on the exterior of the body at least weekly.~~

~~(5). Comply with all local, regional, State and Federal roadway weight limits.~~

~~(6). Comply with all local, regional, State and Federal laws, rules and regulations applicable to such vehicles.~~

~~**(7) INSURANCE AND BOND REQUIREMENTS.** The City Commission of the City of Holly Hill hereby enacts a new Section of the Code of Ordinances of the City of Holly Hill to read as follows:~~

~~(a). Franchisees are authorized under this Section to aid the City in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the City franchisees' solid waste and recyclables collection services franchise agreements.~~

~~(b). All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than $1,000,000.00 for one (1) person injured, an $5,000,000.00 for more than one (1) person injured, and property damage liability insurance of not less than $5,000,000.00. Evidence of such insurance shall be deposited with the City Clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the State of Florida for a public liability and property damage in the amounts specified. The City shall be named as an additional insured, and the policy shall provide that the City shall be provided at least thirty (30) days written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the City with a renewal or replacement certificate of insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a *per se* breach of the franchise.~~

~~(c). Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of $10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the City Commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this Ordinance and all other applicable laws.~~

~~**(8) PENALTIES/VIOLATIONS/INTERPRETATION OF ORDINANCE/ RECONCILIATION WITH FRANCHISE AGREEMENT/CHARGES.**~~

~~(a). Any person violating any of the provisions of this Ordinance shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.~~

~~(b). All persons participating in, or contributing to, a violation of this Ordinance shall be in violation.~~

~~(c). The City may engage in any other code enforcement activities and processes, as it deems~~

~~appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the City.~~
~~(d). Should any franchisee be found by the City Manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this Ordinance then the City Manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such Franchise was awarded by the City Commission then any revocation shall be handled by the City commission.~~
~~(e). Each act of violation of this Ordinance shall constitute a separate violation.~~
~~(f). This Ordinance shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the City.~~
~~(g). The City Commission may deviate from the provisions of this Ordinance in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the City.~~
~~(h). In the event that this Ordinance and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this Ordinance and the franchise agreement have equivalent effect, those provisions may be enforced by the City either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this Ordinance is applicable and no similar provision is set forth in the franchise agreement, the provisions of this Ordinance shall be applicable.~~

SECTION 2. That the City's contracted solid waste hauler shall be the exclusive franchisee for all solid waste removal in the city excluding commercial recycling.

SECTION 3. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 4. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall be published as required by law.

SECTION 6. That this Ordinance shall become effective immediately.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2017 for second and final reading.