CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● OCTOBER 27, 2020

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Penny Currie
c. Pledge of Allegiance

2. PRESENTATION

1. National First Responders Day - October 28, 2020

   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - October 13, 2020, Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 4)

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 –2020-R-58 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2019-2020; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

2. Resolution –2020-R-59 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Three (3) Police Vehicles, Using Charlotte County Vehicle Purchasing Contract; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. VCSO / HHPD - Combined -Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement 2020

   (Requested by Steve Aldrich, Police)

4. Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2021 - December 31, 2021

   (Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution –2020-R-60 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Providing a Local Government Support Agreement Summary of Terms Authorizing the City Manager to Sign a Deliver the Letter for Inclusion in the FHFC Application Package; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

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

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 10/27/20 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3088

PRESENTATION (ID # 3088)

National First Responders Day - October 28, 2020

National First Responders Day on October 28th recognizes the heroic men and women who make it their business to take immediate action when disaster strikes. This day reminds us of their sacrifice. First responders face high risks virtually every time they step out onto the front lines. It's quite likely America's most dangerous career. First responders put other lives ahead of their own. On this day they get to share joy with teammates and take a moment to feel appreciated.

History of National First Responders Day

Congress designated October 28th as National First Responders Day in 2017. The resolution honors the firefighters, police officers, EMTs, and all those who are first on the scene in stressful situations. Notably, the family of Sean Collier, a police officer ambushed and murdered during events related to the 2013 Boston Marathon bombing, supported the resolution.

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING "NATIONAL FIRST RESPONDERS DAY"
OCTOBER 28, 2020

WHEREAS, the City of Holly Hill recognizes the courageous and dedicated men and women that work to protect and aid the public during emergencies as professional first responders; and

WHEREAS, first responders, including 911 dispatchers, law enforcement officers, firefighters, emergency medical personnel, emergency management professionals, and search and rescue team members; and

WHEREAS, every day, first responders risk their own safety in the performance of their duties to protect our citizens; and

WHEREAS, first responders are the first and best defense against all emergencies that may threaten our communities; and

WHEREAS, first responders are ready to aid people 24 hours a day, seven days a week, regardless of inclement weather or other hazards; and

WHEREAS, first responders are highly trained, specialized workers who contribute their excellent skills for the public good; and

WHEREAS, the members of first responders organization's undergo extensive educations, training, and make significant personal sacrifices in order to achieve the expertise required to respond to emergency situations; and

WHEREAS, in addition to maintaining safety and order in times of crisis, many first responders also enhance their communities as volunteers for service organizations, churches, and schools.

NOW THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida do hereby proclaim and recognize October 28th as ***"National First Responders Day"***and encourage all citizens to take time out of their day to show first responders how much we appreciate and value their service to our city.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Holly Hill to be affixed hereto this 27th day of October, 2020.

City of Holly Hill, Florida

_____
Chris Via, Mayor

Attachment: Proclamation - National First Responders Day - October 2020 (3088 : National First Responders Day - October 28, 2020)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 27, 2020**
FROM: **Valerie Manning**
SUBJECT: **Minutes - October 13, 2020, Regular City Commission Meeting**
NUMBER: **(ID # 3090)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 13, 2020 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - October 13, 2020 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 13, 2020

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Penny
Commissioner Penny led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the flag.

2. PRESENTATION

1.

Domestic Violence Awareness Month

(Requested by Valerie Manning, City Clerk)
Jessica Moore, The Programs Manager for the *Beacon Center/Domestic Violence Center for Volusia County*, the only certified center for domestic violence and they have been in Volusia County approximately 43 years and thanked the City of Holly Hill for recognizing Domestic Violence Awareness Month in October.

RESULT: **NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Ariel Kavanagh, Holly Hill; Jim Legary, Holly Hill and Jim Schultz, Ormond Beach.

4. APPROVAL OF MINUTES

Attachment: Minutes - October 13, 2020 - Regular City Commission meeting (3090 : Minutes)

1.

Minutes - August 11, 2020 Regular City Commission Meeting; August 25, 2020 Regular City Commission Meeting; September 9, 2020 First Public Hearing on Budget and Millage Rate and Regular City Commission Meeting

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

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

Enacted and approved this 13th day of October, 2020, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 9)

Mr. Forte informed the Mayor and Commissioners he would like to pull Consent Agenda item number 6, TNR MOU for further discussion.

Mayor Via asked if there was anyone from the audience that wish to speak on any of the Consent Agenda items. There was no one.

1. -2020-R-52 Resolution

A Resolution of the City of Holly Hill, Florida, Ratifying the Eastern Volusia Regional Water Authority 2020-2021 Budget; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2020-R-52
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2010-R-78, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona,

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creating the Eastern Volusia Regional Water Authority (EVRWA); and

WHEREAS, the Interlocal Agreement requires that the City ratify EVRWA's annual budget prior to it becoming effective and make required contributions toward the administrative portion of the budget; and

WHEREAS, the proposed budget prepared by EVRWA for the 2020-2021 fiscal year shows that the EVRWA has reserved funds on hand; and

WHEREAS, EVRWA proposes to use these reserved funds to pay for each member's required contribution toward the administrative portion of the EVRWA budget for the 2020-2021 fiscal year; and

WHEREAS, the City Manager and Public Works Director recommend that the City ratify EVRWA's annual budget.

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

SECTION 1. Based on the recitals above, the City Commission hereby ratifies the Eastern Volusia Regional Water Authority (EVRWA) 2020-2021 budget. No additional City funding is required in association with this ratification. A copy of the EVRWA's Budget FY ending 09/30/2021 is attached hereto and made a part hereof.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

2. -2020-R-53 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Resolution to Approve a Contract with H&H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2020-R-53
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE RESOLUTION TO APPROVE A CONTRACT WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING RESOLUTION 2019-R-66 AUTHORIZING ANNUAL CONTRACT EXPENDITURES WITH H&H LIQUID SLUDGE DISPOSAL, INC., FOR THE INITIAL CONTRACT TERM, TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved Resolution 2019-R-66 awarding a competitively bid contract with H&H Liquid Sludge Disposal, Inc., on October 8, 2019; and

WHEREAS, the City Commission approved an annual cost for fiscal year 2019-2020 of $147,785; and

WHEREAS, Resolution 2019-R-66 authorized a unit cost of $27.50/cuyd for year 1 and $28.00/cuyd for years 2 and 3; and

WHEREAS, the City of Holly Hill, wants to amend Resolution 2019-R-66 to authorize the annual not to exceed annual operating costs for the fiscal years of 2020-2021 (contract year 2) and fiscal year 2021-2022 (contract year 3).

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the amendment of Resolution 2019-R-66 to establish an annual not to exceed contract operating costs for the agreement with H&H Liquid Sludge Disposal, Inc., of $161,800 for contract years 2 and 3 contingent upon annual budget appropriations.

SECTION 2. 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,

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force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

3. -2020-R-54 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a Lease Agreement Between the City of Holly Hill and the Council on Aging (COA) of Volusia County, Inc., Establishing the Terms of This Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2020-R-54
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE COUNCIL ON AGING (COA) OF VOLUSIA COUNTY, INC., ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND THE COUNCIL ON AGING (COA) OF VOLUSIA COUNTY, INC., ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to continue its relationship with the Council on Aging of Volusia County, Inc., to provide Meals on Wheels and senior service programming at Sica Hall, located at 1065 Daytona Avenue, Holly Hill, Florida; and

WHEREAS, the Council on Aging of Volusia County desires to obtain permission to operate its Meals on Wheels and dine in Nutrition Program at Sica Hall; and

WHEREAS, the Council On Aging of Volusia County has a mission to promote healthy, independent living through caring and compassionate services; and

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WHEREAS, the Parties hereby warrant to each other that each has the full power and authority to enter into this agreement.

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

SECTION 1. The City Commission of the City of Holly Hill hereby grants permission to the Council on Aging of Volusia County to enter upon the premises for the operation of Meals on Wheels and Dine In Nutrition Programs and other Council on Aging programs as agreed to as they arise during the terms and conditions of the attached Agreement.

SECTION 2. That the City Manager is hereby authorized to sign a lease agreement, attached hereto, for the use of Sica Hall Community Center.

SECTION 3. That the term of this agreement shall commence on October 1, 2020 and end on September 30, 2023. The agreement provides for two additional one year renewal terms.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

4. -2020-R-55 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2020-2021 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2020-R-55
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF WATER AND WASTEWATER

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TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF WATER AND WASTEWATER 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.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

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

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt form bidding procedures". 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 City Commission approves the price agreements for the purchase of Fiscal Year 2020-21 supply of water and wastewater treatment chemicals for the Public Works Department.

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 2020-21 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

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

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

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

5. -2020-R-56 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Change Order to an Existing Contract with ABC Express Lawn Care in the Amount OF $43,740; Providing for Severability; and Providing for an Effective Date.

(Requested by Steve Juengst, Public Works)

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

RESOLUTION
2020-R-56
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO AN EXISTING CONTRACT WITH ABC EXPRESS LAWN CARE IN THE AMOUNT OF $43,740; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO AN EXISTING CONTRACT WITH ABC EXPRESS LAWN CARE IN THE AMOUNT OF $43,740; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with ABC Express Lawn Care to provide landscaping maintenance of city parks in the annual amount of $73,950; and

WHEREAS, the City has found it necessary to terminate a landscaping maintenance contract of city facilities with Verdego, LLC in the amount of $56,240.54 annually; and

WHEREAS, the City has found ABC Express Lawn Care to be a strong

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contractor with competitive pricing; and

WHEREAS, the City desires to hire ABC Express Lawn Care to provide facility landscaping maintenance, increasing the current contract by $43,740.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a change order with ABC Express Lawn Care adding facility landscape maintenance at an annual cost $43,740.00.

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

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

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

6. -2020-R-57 Resolution

A Resolution of the City Commission 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 Animal Welfare (CCFAW) Renewing a Trap/Neuter/Return (TNR) Program for the Control of the Free Roaming Cat Population; Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated item number 6 has to do with the Trap, Neuter and Release (TNR) Program through the CCFAW. When he had put the agenda item together, he had attached what was the fee schedule for the spay and neuter program through the Redinger Clinic and yesterday, he received an actual Redinger Clinic Agreement and there was a difference in the rates. The rates that he had in the original agreement said $40 and the actual rates are $45. He asked the City Clerk to attach it to the agenda item tonight but when he goes back and looks at the agreement that came from the Redinger Clinic it's actually an "agreement" and he thinks he wants to bring that back as a separate item to approve. Unless, of course, the Commission can make a motion to go ahead and authorize the approval of the CCFAW MOU, as well as, the Redinger Clinic, which is attached to the agenda item but just make that a double motion for both of the items.
Mayor Via asked if it was time sensitive?
Mr. Forte stated it's supposed to be effective October 1, 2020 so it is kind of time sensitive in that if the city has any cats that have to go out, he's sure they would honor the amount but the agreement is technically not in place.
Mayor Via stated he's comfortable with allowing a motion for approvals for both.

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Mr. Forte stated what he would suggest is to approve the Resolution authorizing the continuation of the MOU by and between the City of Holly Hill, FL and the CCFAW renewing a Trap, Neuter, and Return (TNR) Program for the control of the free roaming cat population, as well as, approve and authorize the City Manager to execute the MOU with the Redinger Clinic.

Mayor Via opened public participation. No one spoke.

Commissioner Penny made a motion to ***APPROVE the Resolution authorizing the continuation of the MOU by and between the City of Holly Hill, FL and the CCFAW renewing a Trap, Neuter, and Return (TNR) Program for the control of the free roaming cat population, as well as, approve and authorize the City Manager to execute the MOU with the Redinger Clinic,*** seconded by Commissioner Currie.

PASSED, 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2020-R-57

A RESOLUTION OF THE CITY COMMISSION 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 ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION 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 ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City recognizes that many free roaming cats are often deemed unadoptable and unfortunately euthanized; and

WHEREAS, by partnering with the Concerned Citizens for Animal Welfare (CCFAW), cat colonies can be safely maintained; and

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WHEREAS, Trap/Neuter/Return programs have been operating in Holly Hill which have demonstrated promising cost savings.

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

SECTION 1. The City Commission supports the continued memorandum of understanding partnership with the Concerned Citizens for Animal Welfare (CCFAW) in order to better serve the animals, particularly feral cats, while providing the savings of tax dollars.

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 of the fiscal year 2020/2021 final budget appropriation by the City Commission.

APPROVED AND AUTHENTICATED on this 13th day of OCTOBER, 2020.

Enacted and approved this 13th day of October, 2020, in Holly Hill

7. -DOC-2020-6

UPS Temporary Holiday Package Storage Facility Agreement 2020

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 13th day of October, 2020, in Holly Hill

8. -DOC-2020-7

Interlocal Agreement with Volusia County for Supplemental Operational Assistance and Voluntary Cooperation for Animal Control Services

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - October 13, 2020 - Regular City Commission meeting (3090 : Minutes)

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

Enacted and approved this 13th day of October, 2020, in Holly Hill

9. -DOC-2020-8

Correct Scrivener Errors in Adopted Fee Schedule as Set by Resolution 2020-R-39

(Requested by Stella Gurnee, Finance)

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

Enacted and approved this 13th day of October, 2020, in Holly Hill

6. REGULAR AGENDA

1.

Team Volusia - Economic Development Agreement FY2020-2021

(Requested by Valerie Manning, City Clerk)
Keith Norden, CEcD, President and CEO, Team Volusia showed a PowerPoint presentation to the Mayor and City Commissioners.
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 13th day of October, 2020, in Holly Hill

2.

Tow Service Contract To Reject Any and All Submittals and Direct the Staff to Re-Bid the RFP for Towing Company Agreement Bid Number 2020-PD-01

(Requested by Joseph Forte, City Manager)

Attachment: Minutes - October 13, 2020 - Regular City Commission meeting (3090 : Minutes)

Mr. Forte stated the bid had gone out and the city received two proposals. One from Daytona Wrecker and the other from Universal Towing. The award was given to Daytona Towing because they had a significant increase in what the realty the city was getting from current vendor. Daytona Towing decided the day before the contract was supposed to be enacted to withdraw their bid. So, that left the city with one remaining bid and he felt that with only one bid to be considered, especially the way that the RFP was put out that the city didn't announce it to all of the local vendors who were able to do the job, that it would be in the city's best interest to have the Commission throw out the one remaining bid and to resolicit an RFP for Towing Services. Staff is asking the Commission to go ahead and throw out the remaining bid, to reject any and all submittals and direct the staff to rebid the RFP for Towing Company Agreement Bid Number 2020-PD-01 and require the staff to notify the current vendor and all local vendors of the RFP to acquire additional required responsible bidders.

Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of October, 2020, in Holly Hill

7. PUBLIC HEARINGS

1. -2020-O-3030 Ordinance

FOR INFORMATIONAL PURPOSES ONLY: an Ordinance of the City of Holly Hill, Volusia County, Florida Annexing by Voluntary Petition Approximately 9.7 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mr. Forte stated it's on the agenda and it's been advertised for tonight so what he thinks would be appropriate is to read the title into the record and have Mr. Walker come forward and explain to the Mayor and Commissioners why they need to delay this and then ask the Commission to table this to the next scheduled meeting. The Commission will need to take any public comments tonight if there are any and then at the actual public hearing meeting.

Brian Walker, City Planner, stated the city received a request for an annexation from Adolph Balboa through his attorney Glen Storch Law Firm to annex his property. It's approximately 9.7 acres of property on the northeast corner of the intersection of 10th and Vine Streets; the address is 1088 10th Street and it is in the unincorporated Volusia County. It contains a single-family home that was built in the 1950's and he would like to annex into the city. One of the things that staff checks for is to see if, according to Florida Statutes, they meet all of the qualifications to annex. It was noted in their review, that in their annexation and what they are attempting to annex they would create an enclave.

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This is an area where, the area of Volusia County that's left, after the annexation, next to the annexation, would not be able to be accessed without going through Holly Hill. It's like an island of Volusia County that's completely surrounded by Holly Hill. Staff is working with the applicant's attorney and also with the County to resolve the issue and good progress has been made. The item was brought to the Board of Planning and Appeals on September 14, 2020 and the recommendation was made to recommend this annexation contingent upon a successful resolution of the enclave issue. At the BOPA meeting, they were split in their vote; two voted in favor of and two voted against recommending the annexation. At this point, the applicant is requesting a continuance to the November 10th City Commission meeting. In the meantime, staff is wrapping up some final issues to resolve the enclave problem and then staff will bring this back to the Commission for a vote for first reading.

Mayor Via opened public participation. No one spoke.

Commissioner Currie made a motion to ***CONTINUE TO A DATE CERTAIN OF NOVEMBER 10, 2020 AT 7:00 PM for FIRST READING OF ORDINANCE 3030, ANNEXATION****, seconded by Commissioner Danio.*
PASSED, 5-0.

RESULT:	**CONTINUED TO A DATE CERTAIN [UNANIMOUS] 7:00 PM**	**Next: 11/10/2020**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

2. –2020-O-3031 Ordinance

SECOND READING - an Ordinance Amending Section 10-1, Definitions, and Adding Section 10-51, Cruelty, of Chapter 10, Animals, Article II., Care and Control, of the Code of Ordinances of the City of Holly Hill by Prohibiting the Tethering of Animals; Providing Exceptions and Conditions for the Humane Tethering of Animals; Providing for Enforcement; Providing Penalties for Violators; Repealing All Inconsistent Ordinances or Parts Thereof; and Setting for an Effective Date.

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

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RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE
2020-O-3031
SECOND READING - AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to protect animals from abuse and neglect; and

WHEREAS, the improper and unsafe tethering of animals is a form of abuse or neglect; and

WHEREAS, the improper and unsafe tethering of animals may place them in harm's way, including the risk of injury or death; and

WHEREAS, tethered animals that are left unattended without supervision may show increased aggressiveness; and

WHEREAS, the City Commission of the City of Holly Hill hereby finds that it

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will serve the best interests of the general health, safety and welfare of the community to adopt regulations that will prevent abuse and neglect of animals by prohibiting the tethering of animals except as otherwise allowed under certain conditions.

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1. Section 10-1, Definitions, of Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, *Code of Ordinances*, is hereby amended to add the following definitions:

Sec. 10-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or tethered shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of "tethering" shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Adequate shelter shall mean provision of and access to a secure weather resistant shelter that is suitable for the species, age, condition, height, size, breed and type of each animal; provides adequate air ventilation, adequate space for each animal to stand up and turn around; is safe and protects each animal from injury, rain, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a

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normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

[… all other definitions remain unchanged …]

SECTION 2. Adding Section 10-51, Cruelty, Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, Florida, *Code of Ordinances*, to read as follows:

Sec. 10-51. Cruelty; tethering of animals prohibited; exceptions.

(1) No person shall unnecessarily overload, overdrive, torment, deprive of necessary sustenance or adequate shelter, or unnecessarily or cruelly beat, mutilate, or kill any animal, or cause the same to done, or carry in or upon any vehicle, or otherwise, any animal in cruel or inhumane manner.

(2) No person shall tether a dog, cat, or other animal on private property except as allowed in accordance with the following conditions:

(a) The tether must be made of a material, thickness, size, strength, and weight that is reasonable to safely secure the dog, cat, or other animal without placing or causing excessive strain or stress on the animal.

(b) Each end of the tether must have affixed to it a closed-end spring clip, carabineer clip, coupling, or other type of closed-end clip that is securely affixed to a swivel or pivot, all the components of which are made of high-strength metal, steel or composite material, and that allows the ends of the tether to freely rotate 360 degrees.

(c) The tether shall be at least five feet in length and no more than ten feet in length.

(d) The tether shall be no higher in elevation than the height of the tethered animal.

(e) One end of the tether must be securely attached to a commercially designed pet tie-out stake, commonly referred to as a spiral ground anchor or ground corkscrew, or some other commercial or non-commercial device that allows a tethered dog, cat or other animal to freely walk or move about the tie-out stake or device in a circular manner. The other end of the tether must be securely attached to the animal's collar or harness.

(f) The pet tie-out stake or device and tether must be placed in a location that prevents the dog, cat, or other animal from becoming entangled with objects or other tethered animals, and must not be placed in a location

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that prevents the tethered animal from accessing water, dry ground, shade, or adequate shelter.

(g) The dog, cat, or other animal must at all times be provided clean water, dry ground, and adequate shelter for protection from the sun, hot and cold weather, rain, and other inclement weather events.

(h) The dog, cat, or other animal shall not be tethered in extreme weather conditions, which shall be defined as being hot weather in excess of eighty-five degrees (85°), cold weather lower than fifty degrees (50°), thunderstorms, lightening, hail, hurricanes, tornados, tropical storms, flood waters, winds in excess of twenty miles per hour, and other natural and manmade calamities.

(i) The dog, cat, or other animal must at all times be accompanied while outside by, and be within visual range of, its owner or other person who is responsible for supervising the tethered animal, except that a tethered animal may be left unattended for short periods of time not to exceed thirty minutes in duration.

(j) In no event shall the owner or other person who is responsible for supervising the animal leave the property while the dog, cat, or other animal is tethered outside.

(k) A dog, cat, or other animal may never be tethered on unoccupied, vacant, or abandoned property.

(l) A dog, cat, or other animal may never be tethered or left unattended inside any structure that is unsafe, dilapidated, or has been abandoned.

(m) The dog, cat, or other animal must be at least six months of age; and must not be sick, injured, or afflicted with contagious disease.

(n) If multiple dogs, cats, or other animals are to be tethered, each animal must be tethered separately from the others, and tethered in a location that prevents them from becoming entangled with the other tethered animals.

(o) Tethering shall be prohibited between the hours of dusk and dawn.

(p) Tethering on public property shall be prohibited at all times.

(3) Violations of this section shall be shall be subject to enforcement in accordance with the special master code enforcement system as provided in Chapter 2, Article VII of this Code and/or criminal prosecution as provided by section 828.12, Florida Statutes, if applicable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are

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hereby repealed to the extent of such conflict.

SECTION 4. Any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 13th day of OCTOBER, 2020 for second reading.

Enacted and approved this 13th day of October, 2020, in Holly Hill

8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned he has a couple of items. Pat and Pam contacted him to let him know they want to host the Holly Hill Arts Festival at Sunrise Park on April 10-11, 2021. He wanted to bring that to the Commissioners attention to see if there is any conflict or concern with that but they are planning to move forward with April 10-11, 2021. ***There were no objections from the Commissioners.*** Mr. Forte stated on Thursday, October 15th there is going to be a COVID-19 testing site here at City Hall. Staff will place that on the digital sign out front and on the city's Facebook page and the Health Department will go ahead and make that announcement on their social media pages as well. Pickleball is doing well. They have a large tournament coming up at the end of the month.

Commissioner Currie stated its next weekend.

Mr. Forte stated they have quite a few participants in that. They are expecting somewhere around 750 people to show up at the park that day. They have also been awarded the Bainbridge Cup International Tournament, which will take place in two years from now.

Commissioner Currie stated she thinks it's next April 2021.

Mr. Forte stated, even better. That's a big deal. That's an International Tournament that

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will be hosted here. Pickleball is really taking off. They are being contacted for these things. It's something that…many cities have something that they're known for, whether it's the World's Most Famous Beach or other beach access, things of that nature. He thinks Holly Hill will be put on the map with this Pickleball and he thinks the more the city embraces it, the more better off they will be because it is really out there and it is known. That's just his opinion. The Holly Hill Chamber is going to do a drive-thru Halloween event here through City Hall. If anybody is interested in participating, go ahead and get in touch with Sammy at the Chamber and she will get you set up for anything that you may want to do to participate with that event. The CARES ACT made a change. A couple of weeks ago, staff came to the Commission to request authorization to put in monies to be reimbursed through the CARES ACT for things like computer equipment and a number of other items that were on there. The CARES ACT came back and made a change and they said that first responders salaries would be included in that and in doing that, basically, our Fire Department response alone would be a reimbursable cost for the full $400,000, so administratively, staff made that change to go ahead and get reimbursed for that. It's kind of a one-time accounting procedure and then the savings that they have in their budget can be reallocated to go ahead and make purchases of those other items so they wouldn't have to do the tracking that they would need to. It's actually a positive step for the City of Holly Hill. Mr. Forte stated he wanted to remind the members of the Commission in January 2021 the city is going to be converting over from the T26 Health Insurance Plan to the HSA Plan and everybody on the Commission agreed that they would participate in the prerequisites and requirements to get that $1800 or up to $1800 into their HSA Savings Account. That time is drawing near and if the Commission wants to get that money into their account, they have to meet those milestones. If they have any questions, give Diane in Human Resources a call and she will help walk them through that.

Commissioner Penny stated he thinks December 18th is the deadline.

Mr. Forte stated lastly, he wanted to make mention to the Commission that last year, the last meeting in November, the fourth meeting in November, was not the same week as Thanksgiving. This year, the fourth meeting in November in two days before Thanksgiving. The same with Christmas. The last meeting, second meeting of December, is two days before Christmas and if the Commission wanted to consider cancelling those meetings, tonight would be a good night to do that so that staff can prepare the agendas moving forward so that they may be cancelling things that may be in the future.

Commissioner Currie made a motion to ***CANCEL THE NOVEMBER 24, 2020 REGULAR CITY COMMISSION MEETING AND THE DECEMBER 22, 2020 REGULAR CITY COMMISSION MEETING DUE TO THE HOLIDAYS,*** *seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. City Attorney Comments
None.

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C. City Commission Comments

Commissioner Danio reminded everyone about Biketoberfest is upon them.

Commissioner Johnson commended Keith Norden and his organization and what they have done. Reminded everyone to be cautious about picking up the needles when cleaning up. The storm season is not over so just be prepared.

Commissioner Penny mentioned during this pandemic and time that everyone is in, there are new businesses coming to the community. They went to Holistic House on Riverside Drive today. It was very exciting to see a new business owner passionate about her business and her cause and thanking her mother for helping her to get to where she is. It was an honor to be there. Two restaurants have opened, Beto's Tacos on the 500 block of Ridgewood and the seafood market, J&L Seafood on the 600 block of Ridgewood. Thanked Ariel for coming to the Commission and doing what she and the others have done to clean that area up. He makes him think of the street sweeper for the beach that Daytona uses; is there any way that staff can reach out to Daytona to see if Holly Hill could borrow or rent out a piece of equipment and clean that whole place up in two hours. He thanked Ariel for her efforts.

Commissioner Currie thanked Ariel for her efforts. Hopefully, one of the dates she will be able to make it. Hopefully, the city can team up with her to get more things done. She appreciates that all of the Commissioners and the city recognize the issue of domestic violence; that's a very serious issue. Also, added on to the job fair for Saturday, Pictona is doing a food drop at 9:00 AM and they want people to enter off of 10th Street. There are a lot of food drops around this area and appreciates that.

Mayor Via stated also, in speaking of Ariel, Mr. Legary, please thank your daughter for going out there and cleaning up that area as well.

D. Mayor's Comments

Mayor Via welcomed Sammy, the Executive Director from the Holly Hill Chamber. The Vice Mayor and himself joined her today for a ribbon cutting for a new business called Holistic House located on Riverside Drive, across from Sunrise Park. This Saturday on the westside of Pictona there is a job fair from 9:00 AM until 12:00 PM and he will be there. Mr. Forte brought to his attention a business that was recognized in the *Daytona Beach News-Journal* for 35 years of great service here in Holly Hill, he wrote a proclamation for them and delivered it today to the Hub Cap House on Nova Road. Lastly, he wanted to thank Ariel Kavanagh for believing and loving the Holly Hill community. Thank you for putting the people together and for the passion and he asked that she continue that and staff will be ears open for ideas because all of the Commissioners want to make Holly Hill a better, cleaner, brighter place.

9. ADJOURNMENT

The meeting adjourned at approximately 8:20 PM.

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 27, 2020
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2019-2020; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-58
APPLICANT:
PLANNER:

DISCUSSION:

On August 25, 2020 the City Commission approved the Volusia County Corona virus relief fund municipal subgrant agreement. This grant was provided through the CARES Act. Updated guidance this week has authorized Public Safety salary and benefit expenditures as authorized for this grant agreement.

On January 28, 2020 the City Commission approved submission of a grant application from Volusia County ECHO for $400,000 to fund a portion of the Pictona project. Also, in 2019 the City received Daytona Racing and Recreation grant for $43,750 to fund a portion of the Pictona project.

FISCAL ANALYSIS:

This budget resolution appropriates revenue and expense budgets for the Volusia County Corona virus relief fund municipal grant in the amount of $429,995, The Volusia County ECHO grant in the amount of $400,000 and the Daytona Racing and Recreation grant in the amount of $43,750.

STAFF RECOMMENDATION:

Approve the Resolution by adopting the amended budget increase shown in Exhibit “A”.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020.

ATTACHMENTS:

- Budget Resolution Exhibit A 10 27 2020 (PDF)

Resolution No. 2020-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2019-R-57, adopted an operating budget for Fiscal Year 2019-2020; and

WHEREAS, the budget adjustment increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2019-2020 budget.

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

SECTION 1. AMENDED BUDGET: The City Commission of the City of Holly Hill amends the Fiscal Year 2019-2020 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of OCTOBER, 2020.

Exhibit "A"

FY 2019 - 2020 BUDGET AMENDMENT

FUND BUDGET DETAIL

REVENUES AND EXPENSES FY 2019 - 2020	REVENUES	EXPENSES	VARIANCE
001 - GENERAL FUND	$ 429,995	$ 429,995	$ -
139 - CRA CAPITAL PROJECTS	$ 443,750	$ 443,750	$ -
TOTAL ALL FUNDS	$ 873,745	$ 873,745	$ -

Attachment: Budget Resolution Exhibit A 10 27 2020 [Revision 1] (2020-R-58 : Budget Resolution FY 2019-2020)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 27, 2020**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Three (3) Police Vehicles, Using Charlotte County Vehicle Purchasing Contract; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-59**
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors and a responder), approved in the 2020/2021 budget, that are available under the Charlotte County Contract # 2018000509. This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current renewal of the contract will expire on September 30, 2021. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

Two (2) police interceptor vehicle (lights n top interceptor) for $88,887.62 and one (1) police responder, crew cab for $45,206.10. Total purchase for these vehicles is $134,093.72.

Funds are available in Act #301-8110-580.64-00

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

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

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

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

FISCAL ANALYSIS:

All purchases under this contract will be completed according to the FY 20/21 budget under account number 301-8110-580-6400.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

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

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:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Charlotte County (PDF)
- Charlotte County Contract Renewal Through 9-30-2021 (PDF)
- Bartown Ford (PDF)
- Bartow Ford Quotes (PDF)

Resolution No. 2020-59

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF THREE (3) POLICE VEHICLES, USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF THREE (3) POLICE VEHICLES, USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase contract, under the same terms and applicable conditions as that agreement; and

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

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

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Charlotte County, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

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

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

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

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Bartow Ford purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. AUTHORIZATION OF CONTRACT. The forms of the scope of services and contract documents attached hereto, Exhibit "A", or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. ADDITIONAL AUTHORIZATIONS CONCERNING THE SCOPE OF SERVICES AND CONTRACT. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. 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 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of OCTOBER, 2020.

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2018000509
VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

PRE-BID CONFERENCE: 11:00 a .m., AUGUST 20, 2018
PURCHASING DIVISION CONFERENCE ROOM

BID OPENING: 2:00 p.m., AUGUST 29, 2018
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 185092. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
Posted: August 7, 2018

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

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BID NO. 2018000509

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INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:
A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:
A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

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IB-06 BID TABULATIONS: In accordance with Florida Statues, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Document Number 185094. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.

2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

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IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

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It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at $1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinzed Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars ($10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

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A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-28 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

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TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000509

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2018 through and including September 30, 2019. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **15-418** and is entitled **'Vehicles – Annual Contract'**.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an 'as required' basis.

TS-05 SCOPE:
A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

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From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed $40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed $0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
    - Temporary license plate and/or county plate
    - Owner and/or operator manual(s).
    - Warranty certifications, including rustproofing, if applicable.
    - Copy of pre-delivery service report.
    - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

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

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:
EFFECTIVE 10/01/2019

1. EMERGENCY AND WARNING LIGHTS:
   A. STROBE - NORTH AMERICAN SIGNAL COMPANY
   B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP)
   C. CORNER INTERCEPT – NOVA ELECTRONICS
2. BEDLINERS:
   A. DURALINER
   B. RHINO LININGS
   C. LINEX SPRAY IN
3. TOOL BOXES:
   A. DELTA
   B. DAYTON
4. TRAILER HITCHES:
   A. DRAW-TITE
   B. REESE
5. LIFT GATES:
   A. TOMMY GATE
6. ALUMINUM DUMP BODY INSERTS:
   A. TRUCK CRAFT
   B. EZ DUMPER
7. UTILITY AND STAKE BODIES:
   A. KNAPHEIDE
   B. READING
8. CRANES:
   A. AUTO-CRANE
   B. LIFT MOORE
9. DUMP AND FLAT BED DUMP HOISTS:
   A. VENCO CONVERSION HOISTS
   B. RUGBY
10. TRUCK AND VAN ACCESSORIES:
    A. SILVER SHIELD SYSTEMS
    B. TAILGATERS
    C. MASTERACK
    D. AMERICAN VANS
11. SERVICE & PARTS MANUALS (CD OR HARD COPY):
    A. HELMS PUBLISHING
12. LAP TOP MOUNTS
    A. KODIAK MOBILE CF31 IDOCK
    B. JOTTO DESK
13. REAR MOUNTED CAMERA
    A. ZONE DEFENSE

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

NEW VEHICLE PURCHASES:

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
%	X	$34,239.00 (2018 Explorer 2WD SU 4D Auto XLT)	=	$	→	$
%	X	$37,818.00 (2018 F250 Super Duty Regular Cab XLT)	=	$	→	$
SUB-TOTAL						$

DEALER INSTALLED OPTIONS:

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
%	X	$135.00 (Window Tint on a 2018 Explorer SU XLT)	=	$	→	$
%	X	$135.00 (Window Tint on a 2018 F250 XLT)	=	$	→	$
SUB-TOTAL						$

TOTAL COST OF PURCHASING ONE (1) 2018 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2018 FORD F250 SUPER XLT WITH WINDOW TINT:	$

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (√) that you have included the following documentation with your bid:
( ) Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)
Name of Bidder: BARTOW FORD CO
(This form to be returned)

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

[ ] Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

[X] No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated_____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated_____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____
Partnership _____ **Corporation** X

Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL **ZIP** 33830

Telephone: (813) 477-0052 **Fax Number:** (863) 535-1038 **E-mail:** THEFORDTRUCKGUY@GMAIL.CO

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SALE

Date: 8/29/18
(This form to be returned)

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:
Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):
Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of_
_____, 20____.

_____ _____
Notary Public Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING BEDLINERS	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STA FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH UTILITY & STAKE BODIES	2. FORD / DRAW TIGHT / REESE KNAPHEIDE / READING / PREMIER
3. CRANES DUMP BODIES	3. VENTURO / AUTO CRANE / LIFT MOORE KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES ALUMINUM DUMP BODY INSERTS	4. TOMMY GATE / WALTCO TRUCK CRAFT / EZ DUMPER
5. TRUCK & VAN ACCESSORIES LAP TOP MOUNTS SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. MASTER RACK / RANGER / ARDIEN STEEL HAVIS / JOTTO / GAMBER HELM PUBLISHING THIS IS NOW A FACTORY ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 **%**

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 **%**

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (√) that you have included the following documentation with your bid:

( ) Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Name of Bidder: BARTOW FORD
(This form to be returned)

Attachment: Charlotte County (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

ADMINISTRATIVE CONTRACT RENEWAL APPROVAL FORM
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2020 **To:** 9/30/2021

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2020 through and including September 30, 2021

Contract Specialist: Alisa True **Phone:** 941-743-1549 **Fax: 941-743-1384**
Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by: Hal Daniels 7/20/2020

Requested by: Richard Weissinger
Bartow Ford
See attached.
Signature/Date

Approved by: Lorri Gutierrez
Fleet Operations Manager
Gutierrez, Lorrie Gutierrez, Lorrie Jul 22 2020 1:54 PM cosign
Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing
Kimberly Corbett Kimberly Corbett Jul 22 2020 2:10 PM cosign
Signature/Date

Approved by: Hector Flores
County Administration
Flores, Hector Flores, Hector Jul 22 2020 4:24 PM cosign
Signature/Date

Attachment: Charlotte County Contract Renewal Through 9-30-2021 (2020-R-59 : Approval to Piggyback the Charlotte County Contract #

Attachment: Bartown Ford (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

9/28/2018

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: **NOTICE OF ACCEPTANCE**

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2018000509, Vehicles - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Please note the following changes to the Bid Package:

Item 1 TS-05 SCOPE:, A. GENERAL, 5th paragraph states,

"From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source."

Please revise this to read:

"From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including, but not limited to, production and/or fabrication delays.

Item 2 TS-05 SCOPE:, C. VEHICLE CONDITION, Item 8 states,
"If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed $0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted."

Please revise this to read:

"Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 29, 2018. Please sign and return to this office by email or fax at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2019, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:

Richard Weissinger, Commerical Fleet Sales

Date: 09/28/2018

cc: File

Attachment: Bartown Ford (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

September 27, 2020

City of Holly Hill
LT. Yates

2

	DESCRIPTION	
K8A	2021 Ford Interceptor Utility	
99B	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	$39,249.00
	Government Price Concession Discount	$2,200.00
	4.06% Contract Discount	$1,504.19
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6 Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	$8,899.00
		$0.00
		$0.00
	TOTAL PURCHASE AMOUNT PER UNIT	$44,443.81

Pricing in accordance with the Charlotte County contract # 2018000509

X2

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

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

2800 US Hwy North
Bartow, Florida 33830

Attachment: Bartow Ford Quotes (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

212 - 21 PD01
213 - 21 PD02
214 - 21 PD03

BARTOW FORD
INTEGRITY·TRUST·HONESTY
Since 1948

September 28, 2020

City of Holly Hill
LT. Yates

	DESCRIPTION	
W1P	2020 F-150 Police Responder, Crew Cab 4x4 145" WB XL	
994	3.5L V6 EcoBoost Engine	
44G	10 Speed Automatic Transmission	
150A	Equipment Package Includes: Electronic Locking w/3.55 Axle Ratio, GVWR: 7,000 lbs Payload Package, LT275/65R18 OWL A/T Tires, 18" 6-Spoke Machined-Aluminum Wheels Includes magnetic painted pockets, Cloth 40/Blank/40 Front-Seats Includes police-grade heavy-duty cloth and 8-way power driver/manual passenger. Center-section deleted. (Restraint control module cover provided), AM/FM Stereo w/6 Speakers with SYNC Includes enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.	
53A	Trailer Tow Package	
17C	Front & Rear Chrome Bumpers	
43P	Pre-Collision Assist w/Pedestrian Detection	
595	Fog Lamps	
67T	Integrated Trailer Brake Controller	
76R	Reverse Sensing System	
~~43P~~	~~Pre-Collision Assist w/Pedestrian Detection~~	
	Factory Invoice	$45,080.00
	Government Price Concession Discount	$8,000.00
	4.06% Contract Discount	$1,505.45
	Whelen Red/Blue Inner Edge Lightbar with Full Takedown, (4) Whelen Thin DUO ION's Red/Blue Mounted in Grill Area, Wig Wag Headlight Flasher, Tail light Flasher, (2) Whelen Clear Vertex Mounted in Rear Tail light, Whelen Carbide Siren Controller Program Anti Theft, Whelen 100 Watt Speaker, Whelen 5 Module Red/Blue/White DUO with Full White Override Tracers Mounted in Running Board Area, (2) Whelen Thin DUO ION's Red/Blue Mounted in Lower Rear Tailgate Area Override Reverse, Whelen 8 Head Red/Blue Dominator TIR3 Super-LED Mounted in Rear Glass, 24" Console with Dual Self Adjusting Cup Holder, Arm Rest, Deep Tint, Spray in Bedliner, Bartow Ford Custom Installation, Run Power & Ground for 800Mhz Radio, Circuit Breaker thermal with manual reset, Decked Storage Box with (2) Drawer Locks, (4) Drawer Dividers, (2) 48" Core Trax Tie-Down Tracks, Tuffy Underseat Weapons Box, 6" Tube Black Running Boards	$9,512.00
	Yellow CITY Tag	$119.55
		$0.00
	TOTAL PURCHASE AMOUNT PER UNIT	**$45,206.10**

Pricing in accordance with the Charlotte County contract # 2018000509

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

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

2800 US Hwy North
Bartow, Florida 33830

Attachment: Bartow Ford Quotes (2020-R-59 : Approval to Piggyback the Charlotte County Contract # 2018000509)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 10/27/20 07:00 PM
Department: Police
Category: Consent Agenda
Prepared By: Steve Aldrich
Initiator: Steve Aldrich
Sponsors:
DOC ID: 3091

CONSENT AGENDA (ID # 3091)

VCSO / HHPD - Combined -Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement 2020

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. The city entered into the original Mutual Aid agreement on October 10, 2017. This is an updated version of the agreement that included minor changes in participating agencies and also includes a section ensuring that participating agencies carry required general and liability insurances. This agreement would become effective upon signing and remain in effect until May 31, 2022.

FISCAL ANALYSIS:

The cost of participation in this program are budgeted in the normal Police Department budget. 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 can not be budgeted revenue to fund any anticipated expense.

The City's Insurance agent has indicated that the City has the required level of insurance as outlined in the new agreement.

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:

Goal #4: 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 AND ALLOW THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT.

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 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 Sheriff's Office
South Daytona Police Department
Holly Hill Police Department
New Smyrna Beach Police Department
Ormond Beach Police Department
Edgewater Police Department

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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 Sheriff's Office.

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

It is the intention of the Volusia 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 principal 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 put into 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 render, as 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 Sheriff's Office and other *Drug Task Force* members.

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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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 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 Sheriff's Office.

The Volusia 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 VSO 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 Sheriff's Office, Commander of the Special Investigations 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 VSO 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 VSO 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 VSO 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 VSO Supervisor, or as deemed necessary, the Volusia Sheriff's Office Special Investigations Section Commander will temporarily assign another Special Investigations Section Supervisor to assume all operational command and day-to-day administration of the *Drug Task Force* operations and personnel matters.

The Volusia Sheriff's Office Commander of the Special Investigations Section shall periodically, at a minimum annually, review the objectives and accomplishments of the *Drug Task Force* and report its findings to the assigned VSO 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 boundaries of their employing Agency is by reason of this Agreement and the overall supervision and authority of the VSO 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 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 Sheriff's Office, Task Force Supervisor in consultation with the Commander of the Volusia Sheriff's Office Special Investigations 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.

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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 participating agency agrees to maintain in full force and effect, its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund, in the judgment of the governing body of that party/agency, at least adequate to cover the risk to which that party may be exposed, for the term of this Agreement. In no event shall such coverage be less than the statutory waiver of sovereign immunity. Should the aforementioned insurance coverage, however provided, be cancelled or undergo material change, the party shall notify each of the other parties to this Agreement of such change in writing within ten (10) days. Nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature.

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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 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 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 Sheriff's Office	37.5% 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
Edgewater Police Department	12.5% of seized assets

The West Volusia Narcotic Task Force

Volusia Sheriff's Office	100.0% of seized assets

The Volusia 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:

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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 VSO guidelines and all evidence seized in *Drug Task Force* operations shall be maintained by VSO.

The Volusia 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 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 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 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 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.

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

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 VSO along with this signature page.

****

For the Holly Hill Police Department:

_____

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

Date: _____

Attachment: VCSO combined- Drug Task Force MOU - thru May 31, 2022 (3091 : VCSO / HHPD Drug Task Force Mutual Aid Agreement 2020)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 27, 2020**
FROM: **Valerie Manning**
SUBJECT: **Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2021 - December 31, 2021**
NUMBER: **(ID # 3089)**
APPLICANT:
PLANNER: **Diane Cole**

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees and retirees.

Based on the analysis of the insurance coverages and rates received from these carriers, it is recommended by staff to bind coverage with the following carriers and plans:

Type of Coverage	Carrier	Est. Annual Premium	% Change
Health Insurance HMO T32	Florida Health Care	$144,554	0.0%
Health Insurance HDHP T95	Florida Health Care	$735,586	0.0%
Life Insurance	USAble	$20,015	0.0%
Dental Insurance (Employee-Paid)	MetLife PPO	$57,830	15.3%
Vision Insurance (Employee-Paid)	Eyemed	$6,461	0.0%

Health Insurance is provided to the employee with the employee having to pay a portion if they choose the T32 plan or elect to purchase dependent coverage which applies to both plans. Life insurance is an employer-paid benefit which provides basic life with AD&D coverage for current employees and voluntary coverage paid solely by employees and retirees. Dental and vision insurance is voluntary coverage and the listed above premiums are paid solely by the individual employee that elects to receive coverage.

FISCAL ANALYSIS:

The City's contribution on the behalf of each employee is fully funded within the 2020-2021 budget.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with Florida Health Care Plans, MetLife Dental, EyeMed Vision and USAble Life to provide group benefit insurance for the plan year of 1/01/2021 to 12/31/2021 in accordance with the attached proposals. Full-time employees hired on January 1, 2021 and thereafter and their eligible dependents, will only be offered to join the T95 HDHP Health Savings Account Plan. The HMO T32 plan will be closed to new hires. A total annual one-time contribution maximum of $1,895.00 (prorated based on date of hire) will be deposited into the employee's individual health savings account if enrolled in the FHC T95 (HDHP) Health Savings Plan. This deposit will be made in the first paycheck of January contingent upon participation and the provisions included in the Wellness Initiative Plan.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FLORIDA HEALTH CARE PLANS, INC., METLIFE DENTAL, EYEMED VISION CARE, AND USABLE LIFE TO PROVIDE GROUP INSURANCE FOR THE PLAN YEAR OF JANUARY 1, 2021 TO DECEMBER 31, 2021.

- COHH Sold Plans (PDF)

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2021 - December 31, 2021

	Sold Plans	
Vendor	Florida Healthcare Plans	Florida Healthcare Plans
Plan Name	T32	HDHP T95
Plan Type	HMO	HSA
Plan Details	***Network***	***Network***
	Single / ***Family***	***Single*** / ***Family***
Plan Deductible:	$0 / $0	$1,400 / $2,800
Embedded Deductible:	N/A	No
Calendar or Policy Year:	Calendar	Calendar
Coinsurance:	15%	20%
Maximum Out-of-Pocket:	$2,500 / $5,000	$3,000 / $6,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes	Yes, Yes, Yes
Physician Services		
Office Visit:	$20	Deductible + Coinsurance
Specialist:	$35	Deductible + Coinsurance
Chiropractic:	$15	Deductible + Coinsurance
Telemedicine:	$10 (PCP) / $30 (Specialist)	Ded + $10 (PCP) / Ded + $30 (Specialist)
Hospital / Emergency Services		
Inpatient Hospital Per Admission:	$250/Day (5 day max)	Deductible + Coinsurance
Emergency Room:	$200	Deductible + Coinsurance
Urgent Care:	$75	Deductible + Coinsurance
Outpatient Surgical Facility:	$400	Deductible + Coinsurance
Ambulatory Surgery Center:	$200	Deductible + Coinsurance
Diagnostic Services		
Lab & X-Ray Outpatient:	$0	Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	$25	Deductible + Coinsurance
Prescription Drug		
Deductible:	N/A	Calendar Year Deductible
Prescription Tier	$3/$10/$30/$55/$15%/25%	$3/$10/$30/$55/$15%/25%
Walgreens Tier	$15/$15/$35/$60	$15/$15/$35/$60
Mail Order Prescription (90 Day Supply):	$6/$27/$87/$162	$6/$27/$87/$162
Non-Network Plan Details	***Non-Network***	***Non-Network***
Plan Deductible:	N/A	$2,800 / $5,600
Coinsurance:	N/A	40%
Maximum Out-of-Pocket:	N/A	$6,000 / $12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A	N/A

Plan Rates | Current Enrollment		Current	Sold		Current	Sold
Employee:	8	$790.95	$790.95	77	$554.69	$554.69
Employee + Spouse:	3	$1,352.53	$1,352.53	7	$948.52	$948.52
Employee + Child(ren):	0	$1,352.53	$1,352.53	4	$948.52	$948.52
Family:	1	$1,661.00	$1,661.00	7	$1,164.85	$1,164.85
Estimated Monthly Premiums:	12	$12,046	$12,046	95	$61,299	$61,299
Estimated Annual Premiums:		**$144,554**	**$144,554**		**$735,586**	**$735,586**
Rate Change from Current (%):			0.0%			0.0%

	Current	Alternate 1
Estimated Grand Total Annual Premiums:	**$963,326**	**$880,140**
PEPY	$9,003	$8,226
Rate Change from Current (%):		-8.6%
Rate Change from Current ($):		-$83,186

Attachment: COHH Sold Plans (3089 : Fully Insured Group Insurance and Ancillary Lines of Coverage -

Executive Summary of Dental Coverage

City of Holly Hill
January 1, 2021 - December 31, 2021

		Sold Plan	
Vendor		Metlife	
Network:		Metlife PDP Plus	
Plan Name:		PPO	
		Network	
Plan Details		*Single*	*Family*
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%	
Deductible (Family Maximum):		$50	$150
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		$5,000	
Orthodontic Lifetime Maximum:		$1,000	
Included Adult Ortho:		Yes	
Dental Services		*Benefit Level*	*Frequency*
Routine Exam & Cleaning:		Preventive	2 per year
Fluoride Treatment:		Preventive	2 per year, to age 14
X-Ray (Bitewings):		Preventive	1 per year
X-Ray (Full Mouth):		Preventive	1 per 5 years
Sealants:		Preventive	1 per 3 years, to age 16
Fillings:		Basic	1 per 2 years
Oral Surgery (Simple):		Basic	
Oral Surgery (Complex):		Basic	
Root Canal Therapy:		Basic	1 per lifetime
Periodontal Scaling:		Basic	1 per 2 years
Periodontal Surgery:		Basic	1 per 3 years
Crowns:		Major	1 per 10 years
Bridges		Major	1 per 10 years
Dentures:		Major	1 per 10 years
Implants:		Major	1 per 10 years
Non-Network Details		*Non-Network*	
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 50% | 50%	
Deductible (Family Maximum):		$50	$150
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		$5,000	
Percent of UCR:		90th	
Waiting Periods:		None	
Late Entrant Penalties:		None	
Allows Annual Open Enrollment:		Yes	
Included Rollover:		No	
Employer Contribution:		0%	
Participation Requirement:		75%	
Rate Guarantee:		1 Year (01/01/2020 - 12/31/2020)	
Plan Rates | Current Enrollment		Current	Sold
Employee:	50	$30.31	$34.94
Employee + Spouse:	21	$62.39	$71.92
Employee + Child(ren):	10	$69.86	$80.54
Family:	6	$109.36	$126.07
Total:	87		
Estimated Monthly Premiums:		$4,180	$4,819
Estimated Annual Premiums:		**$50,165**	**$57,830**
PEPY		**$577**	**$665**
Rate Change from Current (%):			15.3%
Rate Change from Current ($):			$7,664

Notes:

Attachment: COHH Sold Plans (3089 : Fully Insured Group Insurance and Ancillary Lines of Coverage -

Executive Summary of Vision Coverage

City of Holly Hill
January 1, 2021 - December 31, 2021

		Current
Vendor		Eyemed
Network		Eyemed
Plan Name		PPO Vision
Copays		***Network***
Exam:		$10
Materials:		$25
Contact Fitting & Follow-up:		$40
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		$100 + 20% off balance
Contact (Elective):		$115 + 15% off balance
Contact (Medically Necessary):		Covered in Full
Non-Network Allowances		***Non-Network***
Exam:		up to $35
Single Vision:		up to $35
Bifocal:		up to $49
Trifocal:		up to $74
Frames:		up to $50
Contact (Elective):		up to $92
Contact (Medically Necessary):		up to $210
Employer Contribution:		0%
Participation Requirement:		10 enrolled
Rate Guarantee:		1 Year Remaining (01/01/2018 - 12/31/20221)

Plan Rates | Current Enrollment		Current
Employee:	41	$4.86
Employee + Spouse:	18	$9.23
Employee + Child(ren):	9	$9.72
Family:	6	$14.26
Total:	74	
Estimated Monthly Premiums:		$538
Estimated Annual Premiums:		**$6,461**
PEPY		**$0**

Notes: **Final Year of Rate Guarantee**

Attachment: COHH Sold Plans (3089 : Fully Insured Group Insurance and Ancillary Lines of Coverage -

Executive Summary of Group Life & AD&D Coverage

City of Holly Hill
January 1, 2021 - December 31, 2021

Basic Life:	6,292,830
AD&D:	4,736,000

	Current
Vendor	USAble

Class Definition | Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	Mayors & Commissioners	$20,000	$20,000	$20,000
Class 2:	Union Police Officers	1x's Salary	$50,000	$50,000
Class 3:	Union Firefighters	1x's Salary	$50,000	$50,000
Class 4:	Union EE's not eligible in another group	1x's Salary	$50,000	$50,000
Class 5:	Non-Union EE's w/ salaries >$49,000	1x's Salary	$100,000	$100,000
Class 6:	Non-Union EE's w/ salaries <$49,000	1x's Salary	$50,000	$50,000
Class 7:	City Manager	1x's Salary	$175,000	$175,000
Class 8:	Retirees who retired on or after to July 7, 2007, but prior to October 1, 2015	1x's Salary	$150,000	$150,000
Class 9:	Retirees who retired prior to July 7, 2007	1x's Salary	$150,000	$150,000

Plan Details (Dependent):			
Spouse	$5,000	$5,000	$5,000
Child	Birth to 6 mths:		$1,000
	6 mths to 26 yrs:		$2,500
Not to exceed:		26 years	

Reduction Schedule:	50% at age 75 (Class 1, 2, 3, 4, 5, 6, 7, 8) 35% at age 65, 58% at age 70, 72% at age 75 (Class 9)
Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included (Class 1-9)
Seatbelt/Safe Driver Benefit:	Included
Actively at Work Provision:	Included
Current Enrollment:	156
Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	1 Year Remaining (01/01/2020 - 12/31/2021)

Plan Rates	Current
Basic Life	$0.250
AD&D	$0.020
Dependent Life (Not included in premium)	$1.676
Dependent AD&D (Not included in premium)	N/A
Estimated Monthly Premiums:	$1,668
Estimated Annual Premiums:	**$20,015**
Rate Change from Current (%):	-18.7%
Rate Change from Current ($):	-$4,607

Notes:
Includes Online EAP
Class 8-9 - Life Only, No AD&D

Final Year of Rate Guarantee

Attachment: COHH Sold Plans (3089 : Fully Insured Group Insurance and Ancillary Lines of Coverage -

Executive Summary of Voluntary Group Life & AD&D Coverage
City of Holly Hill
January 1, 2021 - December 31, 2021

	Current	
Vendor	USAble	
Plan Details (Employee)	***Mayor, Commissioners, & All Other Eligible Employees***	
Benefit (Increments of):	$10,000	
Not to Exceed:	5x's Salary	
Maximum Benefit:	$500,000	
Guarantee Issue:	$120,000	
Plan Details (Dependent)		
Spouse Benefit (Increments of):	$5,000	
Maximum Benefit:	$250,000	
Guarantee Issue:	$30,000	
Not to Exceed:	100% of the employees amount	
Child(ren) Benefit:	Birth - 6 months	$1,000
Child(ren) Benefit:	6 months-26 years	$2,000 up to $10,000
Full-Time Student:	26 years	
Reduction Schedule:	50% at age 75	
Waiver of Premium:	Included	
Portability:	Included	
Accelerated Death Benefit:	Included	
Seatbelt/Safe Driver Benefit:	Included	
Actively at Work Provision:	Included	
Employer Contribution:	0%	
Participation Requirement:	25%	
Rate Guarantee:	1 Year Remaining (01/01/2020 - 12/31/2021)	

Plan Rates per $1,000	Current	
	Employee	Spouse
Under 20	$0.072	$0.042
Age 20 - 24	$0.072	$0.042
Age 25 - 29	$0.082	$0.051
Age 30 - 34	$0.102	$0.068
Age 35 - 39	$0.146	$0.076
Age 40 - 44	$0.208	$0.085
Age 45 - 49	$0.330	$0.127
Age 50 - 54	$0.524	$0.195
Age 55 - 59	$0.806	$0.365
Age 60 - 64	$1.258	$0.560
Age 65 - 69	$2.184	$1.077
Age 70 - 74	$3.896	$1.077
Age 75 - 79	$7.634	$1.077
Age 80 - 84	$7.634	$1.077
Age 85 - 89	$7.634	$1.077
Age 90+	$7.634	$1.077
AD&D	$0.023	$0.023
Child	$0.225	
AD&D	$0.026	

Notes: Guarantee Issue not available to covered person over 70

Final Year of Rate Guarantee

Premium Calculation
Step 1: Benefit _____ / 1000 = _____ # Units
Step 2: # Units _____ x _____ Age-banded Rate = $_____ Premium Per Month

Attachment: COHH Sold Plans (3089 : Fully Insured Group Insurance and Ancillary Lines of Coverage -

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 27, 2020**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Providing a Local Government Support Agreement Summary of Terms Authorizing the City Manager to Sign a Deliver the Letter for Inclusion in the FHFC Application Package; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2020-R-60**
APPLICANT:
PLANNER:

DISCUSSION:

At the September 9, 2019 City Commission meeting, the Commission was informed about the Madison Bay Senior Affordable Housing Development being requested for the property located at the corner of 3rd Street and Ridgewood Avenue. The project was part of the Florida Housing Finance Corporation Tax Credit program.

Last year Volusia County pledged $300,000.00 to the project's local match and the City of Holly Hill was requested to loan $260.250.00 in the form of a negotiated term loan. The loan would only be issued at the end of the completed development after a Certificate of Occupancy was acquired and be listed as a second mortgage. Holding a mortgage in the second position would bring a level of risk in the rare chance of a bankruptcy. If enough funds were not available to cover the first and second mortgages, the second mortgage would be wiped out.

This year the developer for Madison Bay is requesting the city provide a commitment letter in the amount of $460,000.00 at an interest rate of 4.75% over a 6 month period of time. The loan will be repaid in full within 6 months of funding. During such time, the Borrower shall make interest only monthly payments.

FISCAL ANALYSIS:

The General Fund would obligate a loan in the amount of $460,000.00 at an interest rate of 4.75% for a 6 month period of time. The funds would need to be budget in the fiscal year the project would be competed.

STAFF RECOMMENDATION:

Approve the Local Government Support Agreement Summary of Terms and authorize the City Manager to sign and provide the developer for inclusion in their application package.

COMMISSION GOAL:

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

MOTION:

APPROVE THE LOCAL GOVERNMENT SUPPORT AGREEMENT SUMMARY OF TERMS AND AUTHORIZE THE CITY MANAGER TO SIGN AND PROVIDE THE DEVELOPER FOR INCLUSION IN THEIR APPLICATION PACKAGE.

Resolution No. 2020-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, PROVIDING A LOCAL GOVERNMENT SUPPORT AGREEMENT SUMMARY OF TERMS AUTHORIZING THE CITY MANAGER TO SIGN A DELIVER THE LETTER FOR INCLUSION IN THE FHFC APPLICATION PACKAGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL GOVERNMENT SUPPORT AGREEMENT SUMMARY OF TERMS AND AUTHORIZING THE CITY MANAGER TO SIGN A DELIVER THE LETTER FOR INCLUSION IN THE FHFC APPLICATION PACKAGE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Madison Bay, LLC is a Developer wishing to build a Senior Affordable Housing Complex called Madison Bay at the corner of 3rd Street and Ridgewood Avenue; and

WHEREAS, the developer is making application to the Florida Housing Finance Corporation for tax credits; and

WHEREAS, the developer is requesting a letter of financial commitment in the form of a Local Government Support Agreement Summary of Terms.

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

SECTION 1. The City Commission of the City of Holly Hill approved the Local Government Support Agreement Summary of Terms and authorizes the City Manager to sign the letter to be included in the developers application to the FHFC.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of OCTOBER, 2020.