

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 26, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - FLORIDA HEALTH CARE

- 1. Positivity Award - Florida Health Care
(Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG & CONVENE AS THE CRA**4. CRA AGENDA**

- 1. -2019-R-72 CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution -2019-R-82 CRA - a Resolution of the City of Holly Hill, Community Redevelopment Agency, Florida, Authorizing the City Manager to Execute an Assignment Agreement Between the City of Holly Hill and Martens Charities, Inc., Establishing the Terms of the Agreement; Providing Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG**6. PUBLIC COMMENTS****7. APPROVAL OF MINUTES**

- 1. Minutes - November 12, 2019, Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 6)

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 -2019-R-73 A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
2. Resolution -2019-R-74 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
3. Resolution -2019-R-83 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Extension to the Mirage Subdivision Improvement Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
4. Resolution -2019-R-84 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Assignment Agreement Between the City of Holly Hill and Martens Charities, Inc. Establishing the Terms of the Agreement; Providing Severability; and Providing an Effective Date
(Requested by Joseph Forte, City Manager)
5. Florida Blue - Build Healthy, Strong Communities \$100,000.00 Grant
(Requested by Joseph Forte, City Manager)
6. Recommendation of Award for RFP 20-ED-01 Real Estate Services
(Requested by Stella Gurnee, Finance)

9. REGULAR AGENDA

1. Resolution -2019-R-85 A Resolution of the City Commission of the City of Holly Hill, Florida, Expressing Support for the ECHO Grant Application for Pictona at Hollyland Park Located at 1082 Ridgewood Avenue, Holly Hill, Florida; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)

10. PUBLIC HEARING

1. Resolution -2019-R-86 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2018-2019; and Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)

11. COMMUNICATIONS

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

12. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2774)

Meeting: 11/26/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2774

2.1

Positivity Award - Florida Health Care

The Positivity Award was chosen by City Commissioner Roy Johnson, District 4.



**Thank You for Making Our Community
Positively Awesome!**

FLORIDA HEALTH CARE

November 26, 2019

Chris Via, Mayor



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

4.1

MEETING DATE: November 26, 2019
FROM: Antoine Khoury
SUBJECT: CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-72
APPLICANT:
PLANNER:

DISCUSSION:

The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 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, 2020. 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:

One police vehicle slick top (interceptor) for \$42,910.75.

One police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$86,383.50. The total amount budgeted for these vehicles is \$86,000.00 Recommend that the shortfall of \$383.50 be funded from CRA Reserve funds.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

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.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

STAFF RECOMMENDATION:

That the Community Redevelopment Agency (CRA) 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:

- Charolette-Co-Awad(PDF)

- Charlotte-County-RENEWAL SIGNED-19-20 (PDF)
- 2020 Interceptor Slick Top Utility Quote (PDF)
- 2020 Interceptor MARKED Utility Quote (PDF)
- Budget Transfer (PDF)

HISTORY:

11/12/19

City Commission

PULLED TO A DATE CERTAIN

Next: 11/26/19

CRA Resolution No. 2019-72

CRA - A RESOLUTION BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

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 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 COMMUNITY REDEVELOPMENT AGENCY (CRA) 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 for the 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 provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte-Co-Awad (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charolette-Co-Awad (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to

**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)

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

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.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, 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 _____ Partnership _____ Joint Venture _____ Corporation X

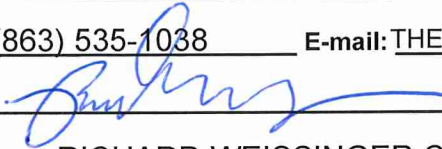
Name of Bidding Firm BARTOW FORD

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.COM

Signature of person authorized to bind the Company: 

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

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

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. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / ST</u>
2. <u>BEDLINERS</u>	2. <u>FORD / DURA LINER / RHINO LININGS / LINE</u>
3. <u>TRAILER HITCH</u>	3. <u>FORD / DRAW TIGHT / REESE</u>
4. <u>UTILITY & STAKE BODIES</u>	4. <u>KNAPHEIDE / READING / PREMIER</u>
5. <u>CRANES</u>	5. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
6. <u>DUMP BODIES</u>	6. <u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
7. <u>LIFTGATES</u>	7. <u>TOMMY GATE / WALTCO</u>
8. <u>ALUMINUM DUMP BODY INSERTS</u>	8. <u>TRUCK CRAFT / EZ DUMPER</u>
9. <u>TRUCK & VAN ACCESSORIES</u>	9. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
10. <u>LAP TOP MOUNTS</u>	10. <u>HAVIS / JOTTO / GAMBER</u>
11. <u>SERVICE & PARTS MANUALS</u>	11. <u>HELM PUBLISHING</u>
12. <u>REAR MOUNTED CAMERA</u>	12. <u>THIS IS NOW A FACTORY ITEM</u>

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)

**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:** 10/1/2019 **To:** 9/30/2020

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, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. 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:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon
Sep 10 2019 2:09 PM cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett
Sep 10 2019 2:12 PM cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock
Sep 10 2019 3:17 PM cosign

Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

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

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Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Charlotte-County-RENEWAL SIGNED-19-20 (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen Inneredge Lightbar with LED Takedown Lights, 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 with Traffic Advisor 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.	\$7,837.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$42,910.75

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

Attachment: 2020 Interceptor Slick Top Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	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.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

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

Attachment: 2020 Interceptor Slick Top Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

October 30, 2019

**City of Holly Hill
LT. Yates**

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
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		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

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

Attachment: 2020 Interceptor MARKED Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department

Finance

Date

11/4/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

130-8110-589.99-10

ACCOUNT DESCRIPTION:

Reserve Funds

AMOUNT:

384.00

Total

384.00

ADD FUNDS TO ACCOUNT NUMBER:

130-8110-580.64-00

Capital Equipment

384.00

Total

384.00

Purpose of Transfer: (include as much detail as possible)

Transfer funds to cover vehicle purchase.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1/ Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Attachment: Budget Transfer (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 26, 2019
FROM: Joseph Forte
SUBJECT: CRA - a Resolution of the City of Holly Hill, Community
Redevelopment Agency, Florida, Authorizing the City
Manager to Execute an Assignment Agreement Between the
City of Holly Hill and Martens Charities, Inc., Establishing the
Terms of the Agreement; Providing Severability; and
Providing an Effective Date.
NUMBER: 2019-R-82
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill and the City of Holly Hill Community Redevelopment Agency entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly Land Park for a pickleball facility with the Martens Properties, LLC. Martens Properties, LLC was voluntarily dissolved on April 5, 2019.

Pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets and pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc., as part of the process of winding up the affairs of Martens Properties, LLC.

Marten Charities, Inc., accepts the assignment of said agreements and the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

FISCAL ANALYSIS:

None

STAFF

RECOMMENDATION:

To approve the attached Assignment Agreement and Authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

Resolution 2019-82

Meeting of November 26, 2019

N/A

MOTION:

To approve as submitted.

Resolution No. 2019-82**CRA - A RESOLUTION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC., ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC., ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) and Martens Properties, LLC entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly land Park for a pickleball facility.

WHEREAS, the City of Holly Hill Community Redevelopment Agency (CRA) and Martens Properties, LLC entered into an Incentive Agreement dated January 10, 2019 providing the incentives to be provided by the CRA towards the development of the pickleball facility.

WHEREAS, Martens Properties, LLC was voluntarily dissolved on April 5, 2019.

WHEREAS, pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets.

WHEREAS, pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc. as part of the process of winding up the affairs of Martens Properties, LLC.

WHEREAS, Martens Charities, Inc. hereby accepts the assignment of said agreements.

WHEREAS, the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

NOW, THEREFORE, for and in consideration of mutual covenants contained

herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The above WHEREAS provisions are incorporated herein.
- 2) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Development Agreement dated January 10, 2019 between the City and Martens Property, LLC to Martens Charities, Inc.
- 3) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Development Agreement dated January 10, 2019 between the City and Martens Properties, LLC.
- 4) The City hereby consents to the assignment of the Development Agreement from Martens Properties, LLC to Martens Charities, Inc.
- 5) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Property, LLC to Martens Charities, Inc.
- 6) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Properties, LLC.
- 7) The CRA hereby consents to the assignment of the Incentive Agreement from Martens Properties, LLC to Martens Charities, Inc.

City of Holly Hill Community Redevelopment Agency

By:_____

Title :_____

Date:_____

Martens Properties, LLC

By:_____

Title:_____

Date:_____

Martens Charities, Inc.

By:_____

Title:_____

Date:_____

Resolution 2019-82

Meeting of November 26, 2019

Rainer Martens, Member/Manager
of Martens Properties, LLC

Julie Martens, Member/Manager
of Martens Properties, LLC

Date: _____

Date: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

7.1

MEETING DATE: November 26, 2019
FROM: Valerie Manning
SUBJECT: Minutes - November 12, 2019, Regular City Commission & CRA Meeting
NUMBER: (ID # 2773)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 12, 2019 regular City Commission and CRA meeting.

MOTION:

Approve as submitted by staff.

- Minutes - November 12, 2019 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 12, 2019

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

Pastor Matt McKeown from United Brethren in Christ (UBIC) led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PRESENTATIONS

1.

2019 Student Government Day - Certificates of Recognition

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



4. RECESS THE CC MTG & CONVENE AS THE CRA

Per the City Manager, this CRA item was being pulled until the November 26, 2019 City Commission meeting at 7:00 PM.

5. CRA AGENDA

1. -2019-R-72

CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	PULLED TO A DATE CERTAIN	Next: 11/26/2019 7:00 PM
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6. ADJOURN AS THE CRA & RECONVENE THE CC MTG

7. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commission:

Jim Schultz, 117 Harvard Drive, Ormond Beach who shared his concerns about fluoride and Vitamin D; and Pat Firouzadj, 320 Cavanah Drive, Holly Hill and Rex Hoffman from the Holly Hill Boys and Girls Club was present with her. Spoke about the parade being at night time, theme and judging entries.

There was some discussion about the parade being done at night time and bringing back judging for participants in 2020. Ms. Firouzadj offered to be one of the judges as well. There was **consensus** from the Mayor and City Commissioners to leave the parade taking place in the daytime.

8. APPROVAL OF MINUTES

1.

Minutes - October 22, 2019, Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 12th day of November, 2019, in Holly Hill



9. CONSENT AGENDA - ITEMS (1 - 11)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the Commission would like to pull an item for further discussion?

Mr. Forte informed the Mayor and City Commissioners that Resolutions 2019-R-73 and 74 are being pulled until the November 26th meeting.

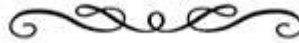
No one from the audience spoke to any item on the Consent Agenda items.

1. -2019-R-73 Resolution

A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	TABLED UNTIL NEXT MEETING [UNANIMOUS] Next: 11/26/2019 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



2. -2019-R-74 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	TABLED UNTIL NEXT MEETING [UNANIMOUS] Next: 11/26/2019 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



3. -2019-R-75 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using the FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; 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
2019-R-75**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced, which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under the Florida Sheriffs Association Cooperative Purchasing Program, 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 Florida Sheriff Association Cooperative Purchasing Program, 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 Florida Sheriffs Association, 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. AUTHORITY FOR RESOLUTION. This Resolution is adopted 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 Deland Nissan and ARS Powersports 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 contact Deland Nissan and ARS Powersports 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. The total cost shall be based on individual work assignments made by the City to Deland Nissan and ARS Powersports.

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.

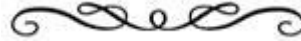
SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER , 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



4. -2019-R-76 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 87013945 with Ferguson Enterprises, Inc., for the Purchase of the Fiscal Year 2019-2020 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System 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

2019-R-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 87013945 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM 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 PIGGY BACKING VOLUSIA COUNTY MASTER AGREEMENT NO: 8701 3945 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM 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.

WHEREAS, the City of Holly Hill is in need of plumbing supplies for the water treatment plant and water distribution system; and

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

WHEREAS, 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 to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's 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.).

WHEREAS, the City Commission does hereby approve piggy backing the Volusia County contract #17-B-109VB agreement with Ferguson Enterprises, Inc. to provide their Fiscal Year 2019-20 plumbing supplies of water treatment plant and water distribution system repair and maintenance 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 the price agreement for Fiscal Year 2019-2020 for the purchase of plumbing supplies for the repair and maintenance of the water treatment plant and water distribution system, in an amount not to

exceed \$20,000 and authorizes the City Manager to execute any necessary price agreements.

SECTION 2. That the City Commission does hereby approve the piggy backing the Volusia County contract # 17-B-109VB with Ferguson Enterprises, Inc. to provide their Fiscal Year 2019-20 plumbing supplies of water treatment plant and water distribution system repair and maintenance for the Public Works Department.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



5. -2019-R-77 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by 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

2019-R-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY BACK PRICE AGREEMENTS WITH THE CITIES OF PALM COAST AND THE CITY OF OCALA FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City has secured pricing agreements utilizing the piggy-backing procurement method permitted under the City's Purchasing regulations; and

WHEREAS, By 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 to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's 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.); and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2019-20 supply of water 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 the price agreement for the purchase of the Fiscal Year 2019-2020 supply of water treatment chemicals for the Public Works Department in an amount of \$74,800 and \$13,500 and authorizes City Manager to execute any necessary price agreements.

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

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



6. -2019-R-78 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure Registrations with Prochamps, 2725 Center Place, Melbourne, FL 32940;

Providing for Implementing Administrative Actions; Providing for Conflicts; 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

2019-R-78

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A THE CITY MANAGER TO EXECUTE A CONTRACT RENEWAL TO PIGGYBACK THE AGREEMENT WITH THE CITY OF JACKSONVILLE FOR FORECLOSURE REGISTRATIONS WITH PROCHAMPS, 2725 CENTER PLACE, MELBOURNE, FL 32940; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A Resolution of the City of Holly Hill, Florida, Authorizing a the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure and Vacant Land Registrations with Prochamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

WHEREAS, the City of Holly Hill desires to enter into a like contract with PROCHAMPS, under the same terms and applicable conditions as that prior agreement entered into by the City of Jacksonville, FL; 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, the City of Holly Hill desires to continue to retain the services of PROCHAMPS, in accordance with the pricing established in the City of Jacksonville, FL contract the purpose of registering foreclosed and vacant properties; and

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

WHEREAS, the City Commission of the City of Holly Hill now desires to (i)

authorize and approve the form of the renewal contract between the City Jacksonville and PROCHAMPS, 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 effective October 1, 2019 through September 30, 2020; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by PROCHAMPS, 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; and

WHEREAS, PROCHAMPS, has previously entered into a contract with the City of Jacksonville, FL to provide these services on October 1, 2015 (attached) and has renewed its contract with the City of Jacksonville, FL effective October 1, 2019 through September 30, 2020, with no renewal options remaining, with all other provisions, terms, and conditions of said contract remaining unchanged and shall continue in full force (attached).

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

SECTION 1. Authority for Resolution. This Resolution is adopted 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 Prochamps, 2725 Center Place, Melbourne, FL 32940.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, or as may be required to be modified are hereby approved.

SECTION 5. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



7. -2019-R-79 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing; 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

2019-R-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only accredited laboratory in

the local area to perform these tests; and

WHEREAS, The estimated annual amount for services provided is \$40,000 for the waste water laboratory and \$10,000 for the water laboratory; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

SECTION 1. That the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount of \$50,000.

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

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



8. -2019-R-80 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Annual Purchase Order with Allied Universal Corporation Under the Price Schedule Set Forth Herein; and 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

2019-R-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to retain Allied Universal Corporation to procure goods as listed herein and subsequently specifically set out in Purchase Orders to be issued under this Agreement, and upon the terms and conditions hereinafter set forth; and

WHEREAS, Allied Universal Corporation is competent and qualified to provide the desired goods to the City at the prices established according to the terms and conditions stated herein; and

WHEREAS, Allied Universal Corporation is desirous of performing and providing such goods upon said terms and conditions; and

WHEREAS, the goods are necessary to support the activities and programs of the City; and

WHEREAS, this award is requested in accordance with Section of the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid.

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 2019-20 supply of liquid chlorine and liquid Sulphur Dioxide for an annual fiscal year total of \$44,774 for the Public Works Department to Allied Universal Corporation and authorizes the City Manager to execute any necessary purchase orders.

SECTION 2. PRICE SCHEDULE: Fiscal year 2019-20 price shall be:

(a) Liquid Chlorine (1 ton cylinders):
\$538.00.00 for Chlorine ton
Minimum delivery required: 4 cylinders
for an annual total of \$28,514

(b) Liquid Sulphur Dioxide (1 ton cylinders):

\$813.00 for Sulfur Dioxide ton
Minimum delivery required: 2 cylinders
for an annual total of \$16,260

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 adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER,
2019.**

Attachment: Minutes - November 12, 2019 - Regular City Commission and CRA meeting (2773 : Minutes)

Enacted and approved this 12th day of November, 2019, in Holly Hill



9.

Memorandum of Understanding Holly Hill Police Department and the Panama City Police Department For the Use of Traffic and Criminal Software TraCS Software Program

(Requested by Steve Aldrich, Police)

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



10.

Disposal of Fixed Assets

(Requested by Stella Gurnee, Finance)

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



11.

Support Letter for the Conversion of Span Wire Signals to Mast Arms Signals at Four Intersection Along Ridgewood Avenue

(Requested by Antoine Khoury, Public Works)

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



10. REGULAR AGENDA**1. -2019-R-81 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Expend an Additional \$33,000 for the Completion of the Sunrise Park South Improvements Project; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mr. Forte informed the Mayor and Commissioners that the reason for this request is that there have been some unexpected expenditures due to site conditions. There was over 331 cubic feet of bad soil and debris that was unearthed while they were doing during the construction project. In addition to some storm delays, which the city generally gets some time for, there was a lot of time delay due to the conditions that were on the site. He actually walked the site a couple of times as they were unearthing some of this debris and the rubble and it was literally large chunks of concrete and Rebar that typically they wouldn't have had to remove that. The little bit that they knew was there, they were going to put along as riprap along the water's edge but there was such a voluminous amount of that, that it had to then be paid to be taken off site and then the city had to pay to bring soil back on site so that was an issue. They also unearthed an electric line that they didn't locate so that had to be repaired, they had a problem with the stormwater outfall that was running through the park so there was a couple of expenditures that were unexpected. Trying to meet with the ECHO timeline, the city added Saturday work, which was an expense. The city is seeking an additional \$33,000. In the agenda item it talks about where they can get the dollars to do that and its found in some savings that they had from the roof projects and some other projects. The city is looking for approval for another \$33,000 to get the project closed out. They are paving the parking lot today and it should be completed tomorrow. They should be sustainably complete now minus the punch list. The city got the approval from ECHO that was mentioned at the last meeting for the extension. Once that's done, the city will go ahead and proceed with the closeout documents and then get this one off the table and they'll be done. The total amount of grant dollars was \$984,000; almost \$1 million; over \$900,000 that the city received in grant dollars. The total cost of the project now is about \$1,278,000.00; there was \$906,000 that the city got reimbursed through three (3) grants and then the city's cost is \$372,319.00. It's still a good project. It's a little bit more due to the conditions that the city was not aware of but at the end of the day, he thinks they are going to have one of the more popular boat launches on the east side of the County.

Mayor Via opened public participation. No one spoke.

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

RESOLUTION**2019-R-81**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND AN ADDITIONAL \$33,000 FOR THE COMPLETION OF THE SUNRISE PARK SOUTH IMPROVEMENTS PROJECT; 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 EXPEND AN ADDITIONAL \$33,000 FOR THE COMPLETION OF THE SUNRISE PARK SOUTH IMPROVEMENTS PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, budgeting for this project included a purchase order to SE Cline for construction in the amount of \$1,094,325; and

WHEREAS, the City Commission approved an additional \$60,000 for this project on August 13, 2019; and

WHEREAS, additional unforeseen conditions have arisen including electrical modifications, the removal of 60 cubic yards of rubble and the modification of a sidewalk plan which exceed prior authorization; and

WHEREAS, Hurricane Dorian saturated grounds causing additional time and expense to the project; and

WHEREAS, the project is 95% complete but requires additional expenditures to complete.

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 approve to expend an additional amount not to exceed \$33,000 to complete the Sunrise Park South Improvement Project.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

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 12th day of NOVEMBER, 2019.

Enacted and approved this 12th day of November, 2019, in Holly Hill



11. PUBLIC HEARINGS

1. -2019-O-3023 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

Commissioner Currie mentioned that she did check with Attorney Simpson about voting on this item because her husband is getting retirement from this fund and he assured her there was no conflict because it's only language change.

Mayor Via opened public participation. No one spoke.

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

ORDINANCE

2019-O-3023

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY

HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Holly Hill Police Officers Pension Trust Fund has a fiduciary duty to prudently invest Fund assets; and

WHEREAS, the Board of Trustees employs a consultant to advise on investment policy, including proper asset allocation; and

WHEREAS, the Board of Trustees' goal for return on investments of the Police Officers Pension Trust Fund is to obtain at least a 7.4% investment return each year; and

WHEREAS, the Board of Trustees' investment consultant has recommended that ability to reach or exceed that goal would be enhanced by adopting the investment standards set forth under Chapter 185.06 of the Florida Statutes, without variance; and

WHEREAS, an Ordinance amendment is necessary in order to follow the advice of the Fund's investment consultant; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore.

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

SECTION 1. That Section 42-31(2) of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-31. Pension Benefits.

* * *

(2) The board of trustees may invest and reinvest the assets of the Police Officers' Retirement Trust Fund, City of Holly Hill, in accordance with the provisions of F.S. § 185.06. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to: , which are hereby varied only in the following respects:

a. ~~The aggregate of the trust fund's investment in equities (common stocks or equivalents) at market shall not exceed 67.5 percent of the fund's assets, with a target range of 62.5 to 67.5 percent;~~

b. ~~The aggregate of the trust fund's investments in negotiable fixed income securities, including securities issued by the United States government, agencies of the United States government, or bonds, or preferred stocks issued by domestic corporations having an initial rating of A or higher, at market, shall be at least 32.5 percent of the fund's assets, with a target range of 32.5 to 37.5 percent;~~

c. ~~Short term money market funds or instruments may be included within the above categories of investments, provided that if commercial paper is used, it must be rated at least A-2 or P-2;~~

d. ~~International investment of any kind, equities or fixed securities, shall not exceed 25 percent of the fund's assets; and~~

a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon;

- b. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the savings association insurance fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund;
- c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States;
- d. Bonds issued by the State of Israel;
- e. Stocks, commingled funds, mutual funds or other investment vehicles approved by the board and bonds or other evidences of indebtedness, provided that:
 - (i) Except as provided in subsection (ii) below, all individually held securities and all securities in a commingled or mutual fund or other investment vehicles approved by the board, must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
 - (ii) Up to 25 percent of the assets of the fund at market value may be invested in foreign securities.
 - (iii) The board shall not invest more than five percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any

one issuing company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 70 percent of the assets of the fund;

f. Real estate directly or through an investment vehicle approved by the board or real estate investment trusts (REITS) that trade on a major exchange, provided the board shall not invest more than 15 percent at market of the assets of the fund in REITS; and

g e. Master limited partnerships (MLP) that trade on a major exchange, up to an amount of 15 percent of the assets of the fund at market value with a target range of 10 to 15 percentage. No more than ten percent at market value of an investment manager's MLP portfolio may be invested in a single issuer unless the issuer makes up more than ten percent of the Alerian MLP Index, in which case, up to the Index weighting may be held.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its

adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019 for second reading.

Enacted and approved this 12th day of November, 2019, in Holly Hill



12. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioners that the Department of Children and Families to operate out of the Clubhouse for the rest of November. They had an issue with their facility and they were seeking a place where they can provide services to the community. There's enough parking for them. It's a service to the community and the city isn't charging them for that. They do participate as an organization in some of the city's events. Staff has offset the Boy Scouts and they are going to meet at Sica Hall and there was one other person that uses the Clubhouse and that was taken care of as well. Mr. Forte stated Pickleball is moving along. Nothing to report today but they did have a progress meeting and it is moving along. The city is proceeding with its ECHO grant request for that project.

B. City Attorney Comments

C. City Commission Comments

Commissioner Currie thanked and appreciated the students for staying for the meeting. Great Veteran's Day Celebration; probably the largest attended over the years; American Legion Post 120 did a very good job. Mayor Via did a good job mentioning the Veteran's Memorial that will be coming in the near future. She appreciates he mentioned that. Outstanding showing with the students who participated this year in Student Government Day. This was the largest attended ever. Good to see them involved in local government. Looking forward to the tree lighting ceremony and Christmas parade. Appreciates staff and their hard work in putting it altogether. They are phenomenal events.

Commissioner Danio mentioned that the Student Government Day is a great way to show the students one-on-one about local government. Commissioner Danio mentioned the Trunk or Treat event and the Car Show. It was nice to have one-on-one with the kids during the event and got to engage a little more. The Car Show was a success. Things are moving along in Holly Hill and looking forward to the boat launch.

Commissioner Johnson mentioned the American Legion Post 120 and appreciates them and encouraged everyone to become a member. They do so many things for the community and all over for people. Good projects going on in Holly Hill. He shared his thoughts about LPGA Blvd.

Commissioner Penny mentioned the City of NSB has asked for some support and their formal request will come at a later time. The issue is the legislature changed the law about taking down trees when it comes to residential property. Tallahassee has changed

that rule now. New Smyrna is asking and the FLC is going to ask for every city in Volusia County to pass a Resolution of support asking the Legislature not to change the law but require the person taking down the tree to notify the city. The Volusia Legislative Delegation has a public hearing on November 20, 2019 from 9:00 am to 1:00 pm to give the opportunity to address our elected officials at the State level. Reminded everyone about the upcoming VLC dinner in NSB.

D. Mayor's Comments

Mayor Via informed the Commission that the Florida League of Cities formed a new caucus within the Florida League of Cities called “The Young Elected Municipal Officials”. He is on the Advisory Committee for that. He will be attending the IEMO IV for Leadership for Elected Officials Friday and Saturday, which is training for elected officials and Commissioner Currie has completed all four courses. It talks about leadership and how you can become a better and effective leader. Mayor Via mentioned the Veteran’s Day celebration and thanked the American Legion Post 120 for doing such a great job and for next year’s Christmas parade he would like to see the judging come back and would like to talk about possibly changes. He likes the idea of “light up” for the decorations. He loves Ormond’s parade but there is tradition here like many of the Commissioners have said and that has to be thought about. Sometime next year they can talk about things.

i. Appointing Vice-Mayor

Mayor Via congratulated Commissioner Penny as the President for the Volusia League of Cities and they appreciate his service and has done a really good job and has represented Holly Hill really well.

*Commissioner Currie made a motion to **APPOINT City Commissioner John Penny as Vice Mayor for 2020**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

The Mayor, Commissioners and Mr. Forte discussed briefly LPGA Blvd., at this time.

13. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 26, 2019
FROM: Valerie Manning
SUBJECT: A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-73
APPLICANT:
PLANNER:

DISCUSSION:

The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 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, 2020. 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:

One police vehicle slick top (interceptor) for \$42,910.75.

One police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$86,383.50. The total amount budgeted for these vehicles is \$86,000.00 Recommend that the shortfall of \$383.50 be funded from CRA Reserve funds.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

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.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Charlott County Contract #2018000509 is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

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:

- Admin Contract Renewal Vehicles Signed (PDF)

- Bartow Ford - 2020 Interceptor Utility (PDF)
- Bartow Ford - Lt. Yates - 2020 Interceptor Utility (PDF)
- Charlotte County Agenda Item Summary Award (PDF)
- Budget Transfer FY19-20 (PDF)

HISTORY:

11/12/19

City Commission

TABLED UNTIL NEXT MEETING

Resolution No. 2019-73**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase Contract #2018000509, 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 Contract # 2018000509, 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 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 enter into a contract Bartow Ford for the 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 provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the

same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

**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:** 10/1/2019 **To:** 9/30/2020

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, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. 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:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon
Sep 10 2019 2:09 PM cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett
Sep 10 2019 2:12 PM cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock
Sep 10 2019 3:17 PM cosign

Signature/Date

**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:** 10/1/2019 **To:** 9/30/2020

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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:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Admin Contract Renewal Vehicles Signed (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen Inneredge Lightbar with LED Takedown Lights, 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 with Traffic Advisor 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.	\$7,837.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$42,910.75

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

Attachment: Bartow Ford - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	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.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

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

Attachment: Bartow Ford - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
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	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.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

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

Attachment: Bartow Ford - Lt. Yates - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte County Agenda Item Summary Award (2019-R-73) : Approval to Piggy-Back Charlotte County Contract to Purchase Police



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charlotte County Agenda Item Summary Award (2019-R-73 : Approval to Piggy-Back

**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)

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

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.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, 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 _____ Partnership _____ Joint Venture _____ Corporation X

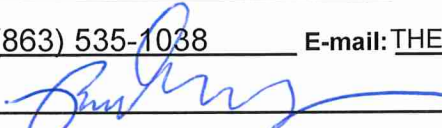
Name of Bidding Firm BARTOW FORD

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.COM

Signature of person authorized to bind the Company: 

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

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

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

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)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department

Finance

Date

11/4/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

130-8110-589.99-10

ACCOUNT DESCRIPTION:

Reserve Funds

AMOUNT:

384.00

Total

384.00

ADD FUNDS TO ACCOUNT NUMBER:

130-8110-580.64-00

Capital Equipment

384.00

Total

384.00

Purpose of Transfer: (include as much detail as possible)

Transfer funds to cover vehicle purchase.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1/ Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Attachment: Budget Transfer FY19-20 (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 26, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-74
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 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, 2020. 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:

Three (3) police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$130,418.25. The total available budget is \$126,000.00 with a shortfall of \$4,418.25 that the general fund vehicles savings on the purchase of a Kawasaki mule (savings in the \$5,171). The budget savings are within the same general ledger account as this requested expenditure therefore no budget transfer is needed.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that has competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

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.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Charlotte County is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

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:

- Charolette-Co-Awad(PDF)
- Charlotte-County-RENEWAL SIGNED-19-20 (PDF)
- 2020 Interceptor MARKED Utility Quote (PDF)

HISTORY:

11/12/19

City Commission

TABLED UNTIL NEXT MEETING

Resolution No. 2019-74

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF
VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY
VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING
ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS;
PROVIDING FOR A SAVINGS PROVISION; 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 VEHICLES, EQUIPMENT, AND
SERVICES USING CHARLOTTE COUNTY VEHICLE
PURCHASING CONTRACT; PROVIDING FOR
IMPLEMENTING ADMINISTRATIVE ACTIONS;
PROVIDING FOR CONFLICTS; PROVIDING FOR A
SAVINGS PROVISION; 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 provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in

conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective
immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER,
2019.**

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte-Co-Awad (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for Police Vehicles)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charlotte-Co-Awad (2019-R-74 : Approval to Piggyback the Charlotte County Contract #

**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)

Name of Bidder: BARTOW FORD

(This form to be returned)

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.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, 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 _____ Partnership _____ Joint Venture _____ Corporation X

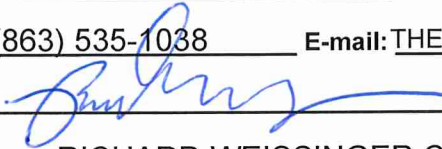
Name of Bidding Firm BARTOW FORD

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.COM

Signature of person authorized to bind the Company: 

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

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

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. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / ST</u>
2. <u>BEDLINERS</u>	2. <u>FORD / DURA LINER / RHINO LININGS / LINE</u>
3. <u>TRAILER HITCH</u>	3. <u>FORD / DRAW TIGHT / REESE</u>
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11. <u>SERVICE & PARTS MANUALS</u>	11. <u>HELM PUBLISHING</u>
12. <u>REAR MOUNTED CAMERA</u>	12. <u>THIS IS NOW A FACTORY ITEM</u>

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).
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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)

**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:** 10/1/2019 **To:** 9/30/2020

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, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. 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:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon
Sep 10 2019 2:09 PM cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett
Sep 10 2019 2:12 PM cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock
Sep 10 2019 3:17 PM cosign

Signature/Date

**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:** 10/1/2019 **To:** 9/30/2020

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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, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. 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:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Charlotte-County-RENEWAL SIGNED-19-20 (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for

October 30, 2019

**City of Holly Hill
LT. Yates**

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	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	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	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.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

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

Attachment: 2020 Interceptor MARKED Utility Quote (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for Police



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 26, 2019
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Extension to the Mirage Subdivision Improvement Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2019-R-83
APPLICANT:
PLANNER:

DISCUSSION:

The Mirage property owners (Developer) have expressed a desire to subdivide and develop their property and have submitted a preliminary and final plat to the City for approval on January 24, 2017. As part of the plat approval, the Developer will be constructing a Stormwater pond, which will not only provide required Stormwater capacity for the Mirage project but will also provide a benefit to the City. The pond will be able to hold additional Stormwater and provide relief to the community.

The City Staff has determined that the Developer may receive an offset or reduction of impact fees due in exchange for the Developer financing or expending money for the improvements which will benefit the City.

The City Stormwater fund will pay the building permit fees, impact fees or any other fees due in connection with the Development of the Stormwater pond in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the Stormwater requirements of the Development and provides additional capacity to meet the City's Stormwater needs.

The City and the Developer have mutually agreed that the Developer shall finance the construction of the Stormwater Pond and dedicate the Stormwater Pond to the City and the City shall provide credits to Developer for all building permit, impact or other fees due to the City in connection with the development of the remaining lots in the Development.

Upon completion of the Stormwater Pond and dedication of the Stormwater Pond to the City of Holly Hill, the Developer shall be entitled to credits in the amount of \$400,000.00 (Credits). The credits shall be used to offset fees associated with the development of the residential properties associated with the Mirage project. The City's Master Stormwater Plan, Project 9-The Mirage Detention Pond, has a land acquisition cost estimate of \$390,000.00 and construction costs of \$408,200.00. In exchange for the \$400,000.00 in credits, the City will receive the benefit of owning the land and the capacity of additional stormwater to meet the needs of the community.

When the Stormwater pond is turned over to the City, the City will still need to fund approximately \$300,000.00 for the additional stormwater infrastructure to meet the stormwater needs of the community.

The details of the Stormwaters Pond construction and excess capacity has been reviewed by the City Engineering Company. Additional engineering work will be necessary when it is time to complete the infrastructure.

The construction of the pond was to be completed within 30 months of the date of execution of the original agreement. The date of completion was to be November 2019. The construction has not yet been completed and the Developer is requesting a time extension to March 31, 2020.

A copy of the original agreement is attached to this agenda item for reference.

FISCAL**ANALYSIS:**

There is no cost associated with this time extension.

STAFF**RECOMMENDATION:**

The City Manager recommends the City Commission approve the Mirage Subdivision Improvement Agreement extension of time to March 31, 2020.

COMMISSION**GOAL:**

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

MOTION:

To approve the Mirage Subdivision Improvement Construction completion to March 31, 2020.

ATTACHMENTS:

- Original Mirage Agreement (DOCX)

Resolution No. 2019-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN EXTENSION TO THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN EXTENSION TO THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mirage property owners (Developer) have expressed a desire to subdivide and develop their property and have submitted a preliminary and final plat to the City for approval on January 24, 2017; and

WHEREAS, The City Staff has determined that the Developer may receive an offset or reduction of impact fees due in exchange for the Developer financing or expending money for the improvements which will benefit the City; and

WHEREAS, The City Stormwater fund will pay the building permit fees, impact fees or any other fees due in connection with the Development of the Stormwater pond in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the Stormwater requirements of the Development and provides additional capacity to meet the City's Stormwater needs; and

WHEREAS, Upon completion of the Stormwater Pond and dedication of the Stormwater Pond to the City of Holly Hill, the Developer shall be entitled to credits in the amount of \$400,000.00 (Credits). The credits shall be used to offset fees associated with the development of the residential properties associated with the Mirage project; and

WHEREAS, The Developer was to complete the construction of the Stormwater Pond within thirty (30) months of the commencement of construction. Construction of the Stormwater Pond commenced on in May 2017 and was due to be complete in November 2019.

WHEREAS, The City may, in accordance with City Code, extend the time to complete all or any portion of the Stormwater Pond.

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 authorizes

the City Manager to extend the date of completion from November, 2019 to March 31, 2020.

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

SECTION 3. That all Resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 26th day of NOVEMBER, 2019.

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement (the "Agreement") is made and entered into this 24th day of January, 2017, by and between the CITY OF HOLLY HILL, FLORIDA, a Florida municipal corporation (hereinafter the "City"), and MIRAGE HH PARTNERS, LLC, a Florida limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, the Developer warrants that it is the owner of the property legally described on Exhibit A attached hereto and made a part hereof ("the Property"); and

WHEREAS, the Developer pays for all recording fees and taxes related to the recording of any liens; and

WHEREAS, the Developer desires to subdivide and develop the Property and has submitted a preliminary and final plat to the City for the subdivision known as Mirage that includes master stormwater system improvements and future development tracts that will be replatted in the future (the "Development"); and

WHEREAS, the Developer shall construct a Stormwater Pond (hereinafter the "Stormwater Pond") in connection with the Development; and

WHEREAS, the Stormwater Pond will provide benefits to the Property and the City as a whole; and

WHEREAS, the City Commission of Holly Hill has determined that a private developer may receive an offset for or reduction of the impact fees due in exchange for the private developer financing or expending monies for improvements which will expand the City's stormwater utility systems; and

WHEREAS, the City Commission has authorized the City Manager to pay the building permit fees, impact fees or any other fees due in connection with the Development in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the stormwater requirements of the Development and provides additional capacity to meet the City's stormwater needs; and

WHEREAS, the City has established a stormwater utility system under Article VI, Section 70-301, et seq. that seeks to provide a uniform stormwater management system to serve the City and support development of properties within the City; and

WHEREAS, the City and the Developer have mutually agreed that the Developer shall finance the construction of the Stormwater Pond and dedicate the Stormwater Pond to the City and the City shall provide credits to Developer for all building permit, impact or other fees due to the City in connection with the development of the remaining lots in the Development.

Attachment: Original Mirage Agreement (2019-R-83 : Mirage Improvement Agreement Extension)

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. **Stormwater Pond.** The Developer shall install, at the Developer's sole cost and expense, the Stormwater Pond as more particularly set forth in the Plat and construction plans for the Development approved by the City on January 24, 2017, and attached hereto as Exhibit B. The Stormwater Pond shall be permitted, constructed and completed in accordance with the plans approved by the City and applicable local, state and federal agencies. Material excavated during the construction of the Stormwater Pond may be relocated offsite or retained and stockpiled onsite for future needs associated with the Development. Excavated material stockpiled on site may remain for up to ninety (90) days prior to its removal offsite. The Developer shall ensure that any stockpiles of excavated material are maintained in a clean and orderly manner and generally located in a location reasonably acceptable to the City as shown on an informal sketch plan submitted by Developer to the City prior to commencement of any excavation. Stockpiles shall not exceed thirty-five (35) feet in height and shall be set back a minimum of thirty (30) feet from any property line of the Development. Dust and noise associated with the stockpiles and excavation shall be minimized in accordance with applicable City codes.

2. **Time to Complete Stormwater Pond.** The Developer shall complete the construction of the Stormwater Pond within thirty (30) months of the commencement of construction. Construction of the Stormwater Pond shall commence within ninety (90) days of the date the City approves the preliminary and final plat and this Agreement (the "Effective Date"). The City may, in accordance with City Code, extend the time to complete all or any portion of the Stormwater Pond.

3. **Events of Default.** The following conditions, occurrences or actions will constitute a default by the Developer:

- (a) The Developer's failure to start or complete construction of the Stormwater Pond within the time provided herein;
- (b) The Developer abandons construction of the Stormwater Pond or otherwise ceases work on the Stormwater Pond for a period of six (6) consecutive months after construction of the Stormwater Pond has commenced;
- (c) The Developer's failure or refusal to correct the defective construction of the Stormwater Pond within any period of time designated or specified for correction;
- (d) The Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;

in such event the City may immediately declare a default without prior written notification to the Developer;

For any of the defaults set forth in this Section 3, except (d), the City may not declare a default unless the City has sent thirty (30) days' written notice to the Developer and Developer has failed to cure the default within said thirty (30) day period. In the event of a Default, the City may, in addition to any other remedies available, reduce the amount of Credits due to the Developer under Paragraph 6 by the amount required to complete the Stormwater Pond, repair damage to Flomich Avenue as provided in paragraph 7, or to pay the costs associated with any code enforcement liens that may accrue against the Property for the Developer's failure to perform under the terms of this Agreement.

4. Failure to Complete Stormwater Pond. In the event the Developer shall be in default pursuant to Paragraph 3 above or in the event the Developer shall, in any case, fail to complete the Stormwater Pond within the period of time required herein, the City shall have the right to complete construction of the Stormwater Pond. The Developer shall post a performance bond in accordance with Section 82-161(4) of the Land Development Regulations in connection with the City's issuance of a development order for the Development, including the Stormwater Pond. The required performance bond shall name the City as an additional obligee. In the event of a default by the Developer, the City may demand payment under the performance bond and may complete the Stormwater Pond itself or contract with a third party for completion. In the event the City completes the Stormwater Pond as provided herein, the City shall be entitled to the fill material generated during excavation of the Stormwater Pond and may use or otherwise dispose of such material in any manner the City deems in its best interest. The Developer grants to the City, its successors, assigns, agents, contractors, subcontractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and/or repairing such Stormwater Pond. In addition, the Developer, prior to commencing construction of the Stormwater Pond, shall execute and deliver the final plat for the Mirage subdivision to the City, together with an assignment of all associated permits, to be held in escrow during the development of the Stormwater Pond. In the event of default, the City shall have the right to record the final plat and deliver the assignment of permits to applicable regulatory agencies to secure the permanent access, utility and drainage easements provided to the City therein and all associated development rights. Notwithstanding a default by the Developer under this paragraph, in the event the City completes the Stormwater Pond the Developer or its successor owner of the Property shall be entitled to the Credits, as defined in paragraph 6, subject to any additional costs incurred by the City as a result of the Developer's default.

5. Dedication of Stormwater Pond. Upon completion of construction of the Stormwater Pond and verification by the City that the Stormwater Pond was constructed in accordance with the approved plans and specifications, Developer shall dedicate the Stormwater Pond, together with all applicable, plans, specifications and permits, to the City. Said dedication may be made by deed, plat, or any other method permissible under the City's Code of Ordinances and Florida Statutes. The Stormwater Pond shall serve the Development and the City's regional stormwater needs.

6. Credits to Developer for Construction of Stormwater Pond. Upon Developer's dedication of the Stormwater Pond to the City pursuant to Paragraph 5, herein, the Developer shall be entitled to credits in the amount of \$400,000.00 (the "Credits"), as further defined herein. The Credits shall be used to offset impact fees due in association with the Development, if legal, or shall entitle the Developer to payment of impact fees by the City on its behalf, or the waiver or payment of fees that can legally be waived or paid by the City on behalf of the Developer. The Credits shall be fully transferable by Developer to any successor or assign within the Development and shall survive until final buildout of the Development is completed, or the Credits are amortized as provided below, whichever occurs first. Notwithstanding the foregoing, the Credits shall be applied first to complete the development of townhomes constructed on Primo Court prior to their application to the balance of the Development. In the event the Developer requires use of the Credits contemplated by this Agreement prior to dedication of the Stormwater Pond, including but not limited to use of the Credits for permitting costs associated with the approval of the preliminary and final plat, the City shall allow the Developer to draw against the anticipated Credit balance in exchange for the Developer granting the City a first lien against the Property to secure repayment of the building permit fees, impact fees or other fees that would otherwise be due to the City in connection with the Development in the event Developer defaults under the terms of this Agreement. In the event such a lien is necessary, the Developer shall pay all costs associated with recording the lien.

The Credits provided by this Agreement shall be available to the Developer, its successors or assigns for the Development of the Property for a period of fifteen (15) years following completion of the Stormwater Pond. In the event the Credits are not fully used at the end of that period, the remaining balance of the Credits shall be amortized at a rate of 1/10th of the outstanding balance each year beginning in the sixteenth (16th) year after completion of the Stormwater Pond and continuing until the balance of the Credits is reduced to \$0.00.

7. Indemnification. The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of work on the Property or otherwise relating to the Development. The City expressly acknowledges that damage may occur to the existing paving on Flomich Avenue as a result of truck or equipment traffic entering or exiting the Development in connection with construction of the Stormwater Pond. The City has plans to resurface Flomich Avenue in the vicinity of the Development and agrees to coordinate timing of the repaving with the Developer so that the repaving occurs after completion of the Stormwater Pond. In the event truck or equipment traffic associated with the construction of the Stormwater Pond causes damage to Flomich Avenue that is more extensive than can be corrected with the City's planned resurfacing, the Developer shall be responsible for the reasonable additional cost of repairing the additional damage. The City and Developer agree to document the condition of Flomich Avenue prior to the commencement of construction of the Stormwater Pond.

8. No Waiver. No waiver of any provision of this Agreement by the City will be deemed to constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed

by the City and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer.

9. Third Party Rights. This Agreement is not executed for the benefit of contractors, materialmen, laborers, or others providing work, services or materials to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

10. Severability. If any part, term or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

11. Principal and Agent. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and the Developer.

12. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

13. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Florida. Any litigation concerning this Agreement shall be conducted in the courts located in Volusia County, Florida, and the parties hereto agree to the venue and personal jurisdiction of these courts.

14. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors in interest and/or the legal representatives of the respective parties hereto. This Agreement shall not be assigned or transferred by the Developer without the written consent of the City being first had and obtained.

15. Notice. Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

Developer: Mirage HH Partners, LLC
48 Lakebluff Drive
Ormond Beach, FL 32174
Attention: Christopher B. Butera

With a Copy to: Cobb Cole, P.A.
351 East New York Avenue, Suite 200
DeLand, FL 32724
Attention: Mark A. Watts, Esq.

City: City of Holly Hill
1065 Ridgewood Avenue

Holly Hill, FL 327117
Attention:

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. The City of the Developer may by written notice to the other parties designate any other address for this purpose.

16. Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

17. Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

19. Entire Agreement. The parties have read and understand each and every term, condition, and covenant contained in this Agreement and in any document incorporated by reference. This Agreement and any appendices attached hereto constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements, except those otherwise referenced in this Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by all the parties.

20. Recording. This Agreement shall be recorded in the Public Records of Volusia County, Florida. The Developer shall pay all costs associated with recording this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day and year first above written.

CITY:

CITY OF HOLLY HILL

Joseph Forte
City Manager

DEVELOPER:

MIRAGE HH PARTNERS, LLC, a Florida
limited liability company

Name: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Scott Simpson, City Attorney

Attachment: Original Mirage Agreement (2019-R-83 : Mirage Improvement Agreement Extension)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 26, 2019
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Assignment Agreement Between the City of Holly Hill and Martens Charities, Inc. Establishing the Terms of the Agreement; Providing Severability; and Providing an Effective Date
NUMBER: 2019-R-84
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill and the City of Holly Hill Community Redevelopment Agency entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly Land Park for a pickleball facility with the Martens Properties, LLC. Martens Properties, LLC was voluntarily dissolved on April 5, 2019.

Pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets and pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc., as part of the process of winding up the affairs of Martens Properties, LLC.

Marten Charities, Inc., accepts the assignment of said agreements and the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

FISCAL ANALYSIS:

None

STAFF

RECOMMENDATION:

To approve the attached Assignment Agreement and Authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

Resolution 2019-84

Meeting of November 26, 2019

N/A

MOTION:

To approve as submitted.

Resolution No. 2019-84**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC. ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND MARTENS CHARITIES, INC. ESTABLISHING THE TERMS OF THE AGREEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) and Martens Properties, LLC entered into a Development Agreement dated January 10, 2019 for the development of a portion of Holly land Park for a pickleball facility; and

WHEREAS, the City of Holly Hill Community Redevelopment Agency (CRA) and Martens Properties, LLC entered into an Incentive Agreement dated January 10, 2019 providing the incentives to be provided by the CRA towards the development of the pickleball facility; and

WHEREAS, Martens Properties, LLC was voluntarily dissolved on April 5, 2019 and

WHEREAS, pursuant to Florida Statute Section 605.0709, a dissolved limited liability company can take action to wind up the affairs of the dissolved limited liability company, including the distribution of assets and

WHEREAS, pursuant to Florida Statute Section 605.0709, Martens Properties, LLC would like to assign both agreements to Martens Charities, Inc. as part of the process of winding up the affairs of Martens Properties, LLC; and

WHEREAS, Martens Charities, Inc. hereby accepts the assignment of said agreements and

WHEREAS, the City and the CRA are agreeable to the assignment of these agreements from Martens Properties, LLC to Martens Charities, Inc.

NOW, THEREFORE, for and in consideration of mutual covenants contained

herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The above WHEREAS provisions are incorporated herein.
- 2) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Development Agreement dated January 10, 2019 between the City and Martens Property, LLC to Martens Charities, Inc.
- 3) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Development Agreement dated January 10, 2019 between the City and Martens Properties, LLC.
- 4) The City hereby consents to the assignment of the Development Agreement from Martens Properties, LLC to Martens Charities, Inc.
- 5) Martens Properties, LLC hereby assigns all of its rights, obligations and interests in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Property, LLC to Martens Charities, Inc.
- 6) Martens Charities, Inc., hereby accepts all of the rights, obligations and interest of Martens Properties, LLC in the Incentive Agreement dated January 10, 2019 between the CRA and Martens Properties, LLC.
- 7) The CRA hereby consents to the assignment of the Incentive Agreement from Martens Properties, LLC to Martens Charities, Inc.

City of Holly Hill

By:_____

Title :_____

Date:_____

Martens Properties, LLC

By:_____

Title:_____

Date:_____

Martens Charities, Inc.

By:_____

Title:_____

Date:_____

Resolution 2019-84

Meeting of November 26, 2019

Rainer Martens, Member/Manager
of Martens Properties, LLC

Julie Martens, Member/Manager
of Martens Properties, LLC

Date: _____

Date: _____

City Commission Agenda Item

MEETING DATE: November 26, 2019
FROM: Joseph Forte
SUBJECT: Florida Blue - Build Healthy, Strong Communities \$100,000.00 Grant
NUMBER: (ID # 2777)
APPLICANT:
PLANNER:

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

Motion to approve the acceptance of the Florida Blue grant award.

- Florida Blue - Build Healthy Strong Communities Funding Agreement (PDF)



DATE OF AGREEMENT: Sept. 6, 2019

Grant Agreement (program focus area): Build Healthy, Strong Communities (Health and Human Services)

Grant Cycle (year): 2019

ORGANIZATION: City of Holly Hill, FL

ADDRESS: 1065 Ridgewood Ave
Holly Hill, FL 32117

NAME OF CONTACT PERSON: Joseph Forte

GRANT AMOUNT: \$100,000

PURPOSE: Senior Activity Center

DURATION: 05/01/2020 – 04/30/2030

GRANT NUMBER:

1. Use of Grant Funds You may only use the grant funds for religious, charitable, scientific, literary or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended (the "Code"), and more specifically may use the grant funds only for the purpose outlined above.

You acknowledge that Florida Blue has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. By signing this agreement, you agree to repay the amount of any grant funds that you expend for any purpose other than those stated in your application. You also acknowledge that no portion of the grant funds will be used to carry on lobbying activities, to attempt to influence legislation or the outcome of any public election, or to carry on any voter registration drive. You also agree to return any unused funds in the event that your organization and/or the funded program becomes insolvent or dissolves for other reasons.

You further acknowledge that you will expend the grant funds as specifically itemized line-by-line in the proposal budget or that deviations from such line-by-line itemized budget will not exceed \$10,000 (10% of the total).

2. Payment of Grant Funds Payment will be processed upon receipt of signed contract.

3. Quality of Work Florida Blue will review both the quality of the work done and your progress toward achieving the goal(s) of the grant. Representatives of Florida Blue have the right to monitor your progress through on-site visits. In addition, Florida Blue will be monitoring the continued commitment of personnel involved in the work of the grant, and will, throughout the term of the grant, consider

whether continuation of the work associated with the grant is in the interest of the general public. If Florida Blue: (i) is not satisfied with the quality of your work or the progress toward achieving the goals of the grant, (ii) is of the opinion that you are incapable of satisfactorily completing the work of the grant, or (iii) determines that continuation of the grant is not reasonably in the interest of the general public, Florida Blue may, in its discretion, (i) request return of any unused funds and (ii) declare the grant terminated. Florida Blue's determination as to: (i) the quality of work being performed, (ii) the progress being made toward the goals of the grant, (iii) your ability to complete the work of the grant satisfactorily, and (iv) whether continuation of the work of the grant is in the interest of the general public, will be final, binding and conclusive upon you.

4. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"). You will immediately inform Florida Blue of any change in or challenge to your status as a Public Charity. Further, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

5. Final Report On or before one calendar year after the date of this agreement, you will make a final report with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the grant.

6. Records You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easy to understand format. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to Florida Blue and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to Florida Blue for inspection at reasonable times from the time of your acceptance of this grant through such period. In all reports and records, you will refer to the Grant Number listed above.

7. Acknowledgment of Support All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private media, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant will acknowledge Florida Blue's support. Florida Blue will provide you with appropriate logos, legal name and artwork as needed to acknowledge support.

8. Violation of Terms; Change of Status In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, Florida Blue reserves the right in its absolute discretion to terminate the grant and request the return of unused funds. Florida Blue's determination will be final, binding and conclusive upon you.

9. Termination Upon termination of this grant for any reason, you will repay to Florida Blue any portion of the grant funds that were not spent for the grant project.

10. Future Funding You acknowledge that Florida Blue and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is terminated, you acknowledge that Florida Blue will have no further obligation to you in connection with this grant as a result of such return or termination. However, the foregoing is not intended to prohibit Florida Blue from providing you an additional grant at the termination of the grant described in this contract upon the submission of a new proposal, if Florida Blue in its sole discretion determines that an additional grant is appropriate.

11. Modification This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in a writing signed by an authorized officer of your organization and of Florida Blue.

12. Applicable Law This agreement will be construed in accordance with the laws of the State of Florida.

FLORIDA BLUE

City of Holly Hill, FL

Signature

Signature

Name

Name

Title

Title

Date

Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

8.6

MEETING DATE: November 26, 2019
FROM: Stella Gurnee
SUBJECT: Recommendation of Award for RFP 20-ED-01 Real Estate Services
NUMBER: (ID # 2771)
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request for Proposal to seek a qualified licensed professional Real Estate Service firm to provide Real Estate Services for the sale of various City properties. These services as outlined in the Scope of Work included:

- Develop strategies for sale of designated City-owned properties (such as conducting a study of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media, including listing properties on a multiple listing service (MLS), and report results to the City on an agreed upon frequency;
- Advise City Leadership regarding strategies to promote and sell the designated sites. (*Public presentations may be required.)
- Generate site visits with prospects and, in coordination with the Economic Development Director, actively participate in those site visits;
- Provide feedback to City Leadership on potential offers from prospects;
- Prior to City Manager review, ensure all offers are properly executed;
- Handle other customary activities and services associated with real estate transactions.
- Broker's licenses preferred, but not mandatory.

The solicitation was RFP 20-ED-01.

The Evaluation Committee met on Wednesday, November 6, 2019 at 2:00 pm in a properly noticed public meeting and ranked the submitting firms based on the published evaluation criteria as follows:

1. Adams Cameron
2. SVN Alliance
3. CBC Benchmark
4. I Sell Daytona

The Evaluation Committee rated the firms based on the Evaluation Criteria and recommend the

City negotiate with the top ranked firm, Adams Cameron.

FISCAL

ANALYSIS:

Adams Cameron has agreed to a Broker compensation of:

7% for the first \$100,000 of purchase price

6% for the portion of the purchase price exceeding \$100,000

6% for the portion of the purchase price exceeding \$500,000

5% for any purchase price on Holly Hill's commercial and residential transactions when the listing agent also serves as the buyer's agent (i.e. when Adams Cameron listing agent also serves as the buyer's agent).

The negotiated fees will be paid from the proceeds of any property sale.

STAFF

RECOMMENDATION:

Authorize the City Manager to negotiate a contract with Adams Cameron.

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:

Authorize the City Manager to negotiate a contract with Adams Cameron.

- RFP 20-ED-01 COLDWELL BANKERS RESPONSE (PDF)
- SVN Alliance RFP-20-ED-01 BID RESPONSE (PDF)
- RFP 20-ED-01 DUZNY- I SELL DAYTONA BID RESPONSE (PDF)
- Evaluator's ranking sheets (PDF)
- RFP Adams Cameron bid response (PDF)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP 20-ED-01
Real Estate Services

Application Deadline
DATE/TIME:
October 29, 2019
by 4:00 p.m.

DECLARATION STATEMENT

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

Re: Request For Proposals, Real Estate Services

To Whom It May Concern,

Notice is hereby given that the City of Holly Hill is soliciting proposals for Real Estate Services. Proposals will be accepted by the City Clerk at Holly Hill City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida until **5:00 pm on October 29, 2019** or pursuant to addendum issued by the City.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation. No proposals received after **October 29, 2019** will be considered. The City of Holly Hill, Florida reserves the right to reject any and all Proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with one (1) original and/or one (1) flash drive version addressed to City of Holly Hill, Attn: City Clerk, 1065 Ridgewood Avenue, Holly Hill, FL 32117 and plainly marked on the outside: **"RFP 20-ED-01 Real Estate Services"**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4 day of NOV, 2019 in the City of Holly Hill, in the State of FLA.

CBC BENCHMARK
Company

[Signature]
Authorized Signature

570 MEMORIAL CIRCLE
Address Suite 570

ORLANDO BEACH, FL 32174
City, State, Zip Code

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday, October 22, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

**ADDENDUM NUMBER 1
RFP 20-ED-01
RISK MANAGEMENT INSURANCE SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20- ED-01** for the above **REAL ESTATE SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

Please note the bid due date has been extended. All proposals are to be delivered before 4:00 p.m., on or before November 4, 2019 to:

City of Holly Hill City Clerk
1065 Ridgewood Avenue Holly Hill, Florida
32117

Please note the City Commission anticipated award date has been changed to November 26, 2019

Additional attachments provided are as follows:

Pre-bid Presentation
Properties Overview

QUESTIONS AND ANSWERS

Q1. What type of properties are included in the sale? Residential vs commercial?

A1. Both commercial and residential (See below).

Q2. How many properties are involved?

A2. 8 parcels are listed in total; 2 of them are of primary interest (both commercial/CC1). The remaining parcels are undeveloped land strips that are near adjoining residential development. The City will be seeking direction from the named applicant as to their market viability.

Q3. What is the length of contract?.

A3. Please see "Purpose/Objective" section on Page 4 for contact terms

Q4. Does this include buying additional properties for the City?

A4. Not at this time.

Signature acknowledges receipt and understanding of this addendum.

 **PARTNER**

Name/Title

Nov. 4, 2019

Date

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

CBC BENCHMARK
Company

570 MEMORIAL CIRCLE
Address SUITE 300

G.G. Galloway
Authorized Signature

ORMOND BEACH, FL 32174
City, State, Zip Code

G.G. GALLOWAY / PARTNER
Printed Name & Title

386-672-8530
Telephone No.

ggalloway@cbcbenchmark.com
Email

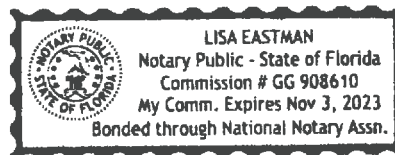
386-672-8519
Fax No.

State of Florida
City of Volusia

SUBSCRIBED AND SWORN to before me this 4th day of November, 2019, by G.G. Galloway, who is personally known to me to be the Partner for the Firm, OR who produced the following identification: _____.

Lisa Eastman

Notary Public



My Commission Expires: November 3, 2023

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY OR PREVIOUSLY UNDER CONTRACT:

Previous Projects	Contract Amount
CORNERSTONE OFFICE PARK 1530 + 1540	\$ 18,900,000
520 BEACH STREET	\$ 369,000
263 NOVA	\$ 750,000

If Applicable,

Government Projects	Name of City	Contract Amount
IRS / GSA - 15 YR LEASE - DAYTONA BEACH		\$ LEASE
CORNERSTONE BLDG		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

N/A

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☒ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FINANCIAL REFERENCES:Bank(s) Maintaining Account(s): SUN TRUST, BB&T,

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☒ Other: Please list: LIMITED LIABILITY 18 yrs 18 YEARS AS T.F. WILSON BENTLEY
BENCHMARK PROPERTIES OF FLA CORP.

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

CBC BENCHMARK
Company

570 MEMORIAL CIRCLE
Address SUITE 300

G.G. Galloway
Authorized Signature

ORMOND BEACH, FL 32174
City, State, Zip Code

G.G. Galloway Partner
Printed Name & Title

386 - 672-8530
Telephone No.

ggalloway@cbcbenchmark.com
Email

386 - 672-8519
Fax No.

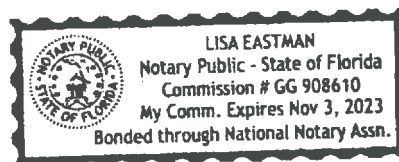
NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDACounty of VOLUSIAG.G. Galloway, being first duly sworn, deposes and says that:He/she is G.G. Galloway of CBC BENCHMARK, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CBC BENCHMARK
CompanyG.G. Galloway
Authorized SignatureG.G. Galloway Partner
Printed Name & Titleggalloway@cbcbenchmark.com
Email570 MEMORIAL CIRCLE
Address SUITE 300ORMOND BEACH, FL 32174
City, State, Zip Code386-672-8530
Telephone No.386-672-8919
Fax No.Subscribed and sworn to before me this 4th day of Nov., 2019.G.G. Galloway
Partner
TitleMy Commission Expires: 11/3/2023

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: CBC BENCHMARK

Authorized representative (printed): G. G. Galloway

Authorized representative (signature): G. G. Galloway

Project Number: RFP- Real Estate Services Date: Nov. 4, 2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: STEPHENS CAPITAL PARTNERS LLC
 Address: 111 CENTER STREET, SUITE 2600, LITTLE ROCK, ARK 72201
 Point of Contact: NOEL STRAUSS
 Phone #: 501-377-2591 Email address: nstrauss@stephens.com
 Service(s) Provided: DEVELOP A MARKETING STRATEGY TO
SALE EXTERNAL PROPERTY OF NEWS JOURNAL 6th Street/NOVA RI
 Dates of Service: JAN-2014 TO & CONTINUING - HAVE SOLD 2 OF 4 PLOTS

2. Name of Company: NATIONAL LOAN ACQUISITIONS COMPANY
 Address: 9126 SW RIDDER ROAD, WILSONVILLE, OR 97070
 Point of Contact: PAUL PEERBOOM
 Phone #: 503-496-1976 503-885-9600 Email address: PPEERBOOM@nlaco.com
 Service(s) Provided: LISTED AND SOLD 258 RIVER SIDE DRIVE,
HOLLY HILL, FLA. & WORKED WITH OWNERS CONTRACTOR TO IMPROVE PROP
 Dates of Service: FEB 2019 LISTED CLOSED APRIL 30, 2019

3. Name of Company: EXPERT-MED (RECENTLY SOLD)
 Address: 373 BLOCKADE DRIVE, PAWLEYS ISLAND, SC 29585
 Point of Contact: FRED ELLIS
 Phone #: 386-679-1065 Email address: fellis3@sc.rr.com
 Service(s) Provided: MANAGED LEASED & SOLD WAREHOUSE ON
ANDALUSIA AVE, OR, PRESENTLY HAVE 3.86 ACRES UNDER CONTRACT 263 S. NOVA, FL
 Dates of Service: 2014 TO PRESENT & CONTINUING

4. Name of Company: CATES LIGHTING
 Address: 107 ROSA BELLA VIEW, DEBARY, FL 32713
 Point of Contact: MARY CATES
 Phone #: 386-985-3081 Email address: mcatesbookkeeper@gmail.com
 Service(s) Provided: VALUE OF PROPERTY + SEPERATE PARCEL OF
LAND CONTIGUOUS TO BUSINESS
 Dates of Service: NOV 2015 - CONTINUOUSLY -

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by G.G. GALLOWAY / PARTNER
(Print Individual's Name and Title)
for CBC BENCHMARK
(Print Name of Entity Submitting Sworn Statement)
whose business is REAL ESTATE BROKERAGE

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-89488514

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

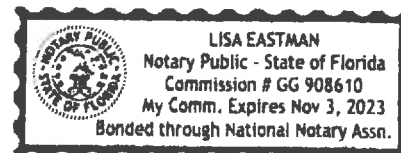
Sworn and subscribed before me this 4th day of November, 2019.

Personally known ☒ 
(Notary)

OR produced identification _____ Notary Public State of Florida

My commission expires: November 3, 2023

(Type of Identification)



REALTOR-BROKER INFORMATION

Realtor-Broker is:

- () Corporation
 () Partnership
 () Sole Proprietorship

(☒) Other LIMITED LIABILITY CORP. (Explain) BENCHMARK PROPERTIES OF FLORIDA II

Federal Employer Identification Number: 20-8948514

Firm Name: CBC BENCHMARK

Mailing Address: 570 MEMORIAL CIRCLE SUITE 300
ORMOND BEACH, FL 32174

Telephone No.: 386-672-8530 Fax No.: 386-672-8519

Email Address: ggalloway@cbcbenchmark.com Web Address: benchmarkdaytona.com

If remittance address is different from the mailing address so indicate below.

Firm Name: N/A

Remittance Address: N/A

Submitted by: G.G. Galloway

Name & Title Printed: G.G. GALLOWAY PARTNER

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☐ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

=====

== PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

CBC BENCHMARK
Company

G. Galloway
Authorized Signature

G.G. Galloway Partner
Printed Name & Title

ggalloway@cbcbenchmark.com
Email

HAYWARD BROWN INSURANCE
Insurance Agency

570 MEMORIAL CIRCLE SUITE 300
Address

DEMONO BEACH, FL 32174
City, State, Zip Code

386-672-8530
Telephone No.

386-672-8519
Fax No.

WE ALREADY HAVE
Signature of Proposer's Agent
see next pg.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2019

8.6.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown Insurance 202 Seabreeze Boulevard PO Box 265129 Daytona Beach FL 32126-5129	CONTACT NAME: Wes Timko PHONE (A/C, No, Ext): (386) 252-5546 FAX (A/C, No): (386) 258-2273 E-MAIL ADDRESS: wtimko@haywardbrown.com
INSURED Benchmark Properties Of Florida II LLC & BanCommer Nicholson Williams Inc. 570 Memorial Circle, Suite 300 Ormond Beach FL 32174-5060	INSURER(S) AFFORDING COVERAGE INSURER A: Owners NAIC # 32700 INSURER B: SOUTHERN OWNERS INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL12101107040

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR	☒		90-414-304-00	7/8/2019	7/8/2020	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ HIRED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB	☒					EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB	☐		9041430401	7/8/2019	7/8/2020	AGGREGATE \$ 1,000,000
	DED ☐ RETENTION \$ 5,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COLDWELL BANKER REAL ESTATE LLC,
REALOGY HOLDINGS CORP., AND THEIR SUBSIDIARIES, SUCCESSORS AND
ASSIGNS AND NICHOLSON/WILLIAMS INC. are additional insured with regard to general liability.
ITS Account Number RLG4010

CERTIFICATE HOLDER

CANCELLATION

Coldwell Banker Real Estate LLC
c/o Insurance Tracking Services, Inc.
(ITS)
PO Box 21919
Long Beach, CA 90801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wes Timko/JAF

ACORD 25 (2010/05)

INS025 (201005).01

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Packet Pg. 127

Attachment: RFP 20-ED-01 COLDWELL BANKERS RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

BUSINESSOWNERS POLICY DECLARATIONS

Renewal Effective 07-08-2019

AGENCY HAYWARD BROWN INSURANCE
12-0337-00 MKT TERR 114 (386) 252-5546

POLICY NUMBER 90-414-304-00

INSURED BENCHMARK PROPERTIES OF FL II LLC &
SEE FORM 59270

Company Use 72-57-FL-9007

ADDRESS 570 MEMORIAL CIR STE 300
ORMOND BEACH FL 32174-5060

POLICY TERM	
Company Bill	12:01 a.m. to 12:01 a.m.
	07-08-2019 to 07-08-2020

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

SOME OR ALL OF THE LOCATIONS ON THIS POLICY MAY CONTAIN AN EXCLUSION FOR THE PERILS OF WINDSTORM AND HAIL.

ENTITY: Corporation

PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS DED LIMITS PREMIUM

Special Coverage Form
Automatic Increase(s)
Business Personal Property Limit 2.5%
TERRORISM - CERTIFIED ACTS INCLUDED

BUSINESS LIABILITY PROTECTION LIMITS PREMIUM

COVERAGES
Liability and Medical Expense \$1,000,000 Included
Medical Expense - Per Person 5,000 Included
Personal Injury Included
Tenants Fire Legal 50,000 Included
Hired Auto & Non-Owned Auto Liability 1,000,000 \$38.22
TERRORISM - CERTIFIED ACTS .38

FORMS THAT APPLY TO ALL LOCATIONS:	54521 (08-09)	BP0002 (01-87)	BP0006 (01-87)
54961 (11-11)	BP0009 (01-87)	54709 (04-94)	54239 (10-01)
54656 (08-91)	64777 (11-15)	64827 (12-17)	55081 (05-18)
54663 (01-03)	59243 (06-00)		

Countersigned By: HAYWARD BROWN INSURANCE

Attachment: RFP 20-ED-01 COLDWELL BANKERS RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)



OWNERS INS. CO.

AGENCY HAYWARD BROWN INSURANCE
12-0337-00 MKT TERR 114Company POLICY NUMBER 90-414-304-00
Bill Company Use 72-57-FL-9007

INSURED BENCHMARK PROPERTIES OF FL II LLC &

Term 07-08-2019 to 07-08-2020

LOCATION 001

LOCATION: 570 MEMORIAL CIR # 300 ORMOND BEACH FL 32174-5002

COVERAGES	DED	LIMITS	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM(S) 59350 (01-15)			\$4.67
ADDITIONAL FORMS FOR THIS LOCATION:	BP0104 (01-87)	BP0303 (06-89)	IL0175 (09-93)
54238 (12-01) 54244 (01-02)	54354 (10-15)	54604 (07-88)	54661 (08-91)
54849 (06-11) 54852 (09-15)	54994 (07-11)	59350 (01-15)	

LOC 001 BLDG 0001

COVERAGES	DED	LIMITS	PREMIUM
Business Personal Property - REPL. COST	\$250	\$35,620	\$467.27
Business Income And Extra Expense		12 Months	Included
Windstorm And Hail		EXCLUDED	
ADDITIONAL FORMS FOR THIS BUILDING:	54638 (11-89)	54701 (08-94)	54619 (08-94)

SECURED INTERESTED PARTIES: None

RATING INFORMATION

Occupancy: Real Estate Office	Tenant Occupied
Class Code: 65122	Const: Joisted Masonry, Non-Sprinklered
Program: Office	Protection Class: 03
Liability Rate Number: 00	Territory: 020 Volusia County
Burglary Rate Group: 00	
Construction Year: 1977	

TOTAL POLICY PREMIUM

TERM
\$515.05

A 2% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb(X) Comm Auto() WC() Life() Personal() Farm().

Attachment: RFP 20-ED-01 COLDWELL BANKERS RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY HAYWARD BROWN INSURANCE
12-0337-00 MKT TERR 114 (386) 252-5546

INSURED BENCHMARK PROPERTIES OF FL II LLC &
SEE FORM 59270

ADDRESS 570 MEMORIAL CIR STE 300

ORMOND BEACH FL 32174-5060

UMBRELLA POLICY DECLARATIONS

Renewal Effective 07-08-2019

POLICY NUMBER 90-414-304-01

Company Use 72-21-FL-1107

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
07-08-2019 to 07-08-2020

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA

LIMITS OF LIABILITY:

Products-Completed Operations Aggregate	\$ 1,000,000
Other Aggregate	\$ 1,000,000
Each Incident Limit	\$ 1,000,000

RETAINED LIMIT: \$ 5,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800 (07-05)	26606 (10-05)	26895 (07-07)	59350 (01-15)	26366 (07-05)
26541 (08-05)	26527 (09-09)	66085 (07-14)	66088 (09-14)	66110 (11-15)
66119 (12-15)	26797 (08-16)	59243 (06-00)	66127 (06-17)	66164 (12-17)
26827 (07-05)				

PREMIUM
\$365.62

COMMERCIAL UMBRELLA PREMIUM

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:

TERRORISM
CERTIFIED ACTS SEE FORM 59350 \$3.62

TOTAL POLICY PREMIUM

TERM
\$365.62

APPLICABLE RATING TERRITORY: 011
PROGRAM: Econ-O-Pak

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Auto() Comm Prop/Comm Liab(X) Farm() WC() Life() Personal().

Countersigned By: HAYWARD BROWN INSURANCE

Attachment: RFP 20-ED-01 COLDWELL BANKERS RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

SOUTHERN-OWNERS INS. CO.

Issued 05-22-2019

AGENCY HAYWARD BROWN INSURANCE
12-0337-00 MKT TERR 114

Company POLICY NUMBER 90-414-304-01
Bill Company Use 72-21-FL-1107

INSURED BENCHMARK PROPERTIES OF FL II LLC &

Term 07-08-2019 to 07-08-2020

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
OWNERS INSURANCE COMPANY	BUSINESSOWNERS LIABILITY	LIMIT	
		Occurrence	\$1,000,000
	Aggregate		\$1,000,000
	Hired/Non-Ownership Automobile Liability		
			Included

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) BENCHMARK PROPERTIES OF FLORIDA II	
Business name, if different from above COLDWELL BANKER COMMERCIAL BENCHMARK	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C ☐ Exempt ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 570 MEMORIAL CIRCLE, SUITE 300	
City, state, and ZIP code ORMOND BEACH, FLORIDA 32174	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	or
Employer identification number 20-8948514	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/4/19
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT A

COMMISSION PERCENTAGE SHEET

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded (paid).

For the purchase or disposal of real property as specified in a Project Assignment, the Broker shall earn Compensation equal to:

1. SIX percent (6 %) for the first \$100,000 of the purchase price;
2. SIX percent (6 %) for that portion of the purchase price exceeding \$100,000 but not exceeding \$500,000;
3. FIVE percent (5 %) for that portion of the purchase price exceeding \$500,000.

*IF CBC IS THE ONLY BROKER INVOLVED IN A SALE OR LEASE,
WE WILL ONLY CHARGE A COMPENSATION OF (FIVE) 5%.*

Consultant must acknowledge that it will not receive any commission payments or other compensation until the City authorizes the disposition of City property or purchase of real property.

[Signature] 11/4/19
Name of Authorized Agent (Acknowledgement) Date

EXHIBIT B

PROJECT ASSIGNMENT FORM

In accordance with Contract RFP #20-ED-01 between City of Holly Hill and CBC BENCHMARK ("Broker"), dated _____, and Contract # _____, the City of Holly Hill assigns to the Broker and the Broker accepts the assignment of the following Project:

Project Description and Broker Responsibilities:

see attached material and properties are outlined in RFP

Marketing/Acquisition Schedule:

see attached marketing material

District Responsibilities:

to be determined by city

Compensation: The Broker's Compensation for the Project shall be calculated in accordance with the Commission Percentage Sheet submitted by the Broker in its response to RFP #20-ED-01

GLOBAL REAL ESTATE SERVICES

Attachment: RFP 20-ED-01 COLDWELL BANKER COMMERCIAL (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)



BENCHMARKDAYTONA.COM



THE LARGEST
DOMESTIC FOOTPRINT
IN COMMERCIAL REAL ESTATE

OVER 200 COMPANIES

NEARLY 3,000
PROFESSIONALS
ACROSS THE GLOBE

CUTTING EDGE
PROPERTY SEARCHING:
CBCWORLDWIDE.COM

INDUSTRY LEADING
TECHNOLOGIES

A WEALTH OF COMMERCIAL
REAL ESTATE EXPERTISE



BENCHMARK



Market Overview

Recent and Upcoming Activity in Daytona Beach and surrounding area

- Daytona International Speedway
- NASCAR
- ONE Daytona
- Tanger Outlets
- Bass Pro Shops
- Museum of Art and Science
- Brown & Brown Insurance
- Trader Joe's Distribution Center
- Embry Riddle Aeronautical University
- I-4/I-95 Widening And Upgrades

Market Overview

2013-2021 Industry Employment Projection

- Florida is expected to add more than 25,000 jobs between 2013 and 2021 a 12.8 percent increase.
- Three broad industries are expected to account for more than half the state's job growth.
 - Education & Health Services
 - Business Services
 - Trade, Transportation & Utilities

Market Highlights

- 350,000 SF Tanger Outlet Mall opened late 2016
- Westin Daytona Beach Resort and Spa is planned to open fall 2017
- Protogroup Inc is building a 1.1 million SF development which will include 501 hotel rooms and 119 luxury condo units.
- One Daytona and International Speedway Corp. are well underway with the permit-ting of 1.1 million SF of Mixed-Use Retail and enter-tainment center with the announcement of Bass Pro Shops, Cobb Theatres and many others.
- Resort bed tax continues to climb, and boarding ca-pacity at Daytona Beach International Airport contin-ues to increase with larger seating capacity planes.
- Embry-Riddle Aeronautical University in Daytona Beach installs largest university research telescope in the state of Florida.
- Agressive new residential development in greater Daytona Beach Area

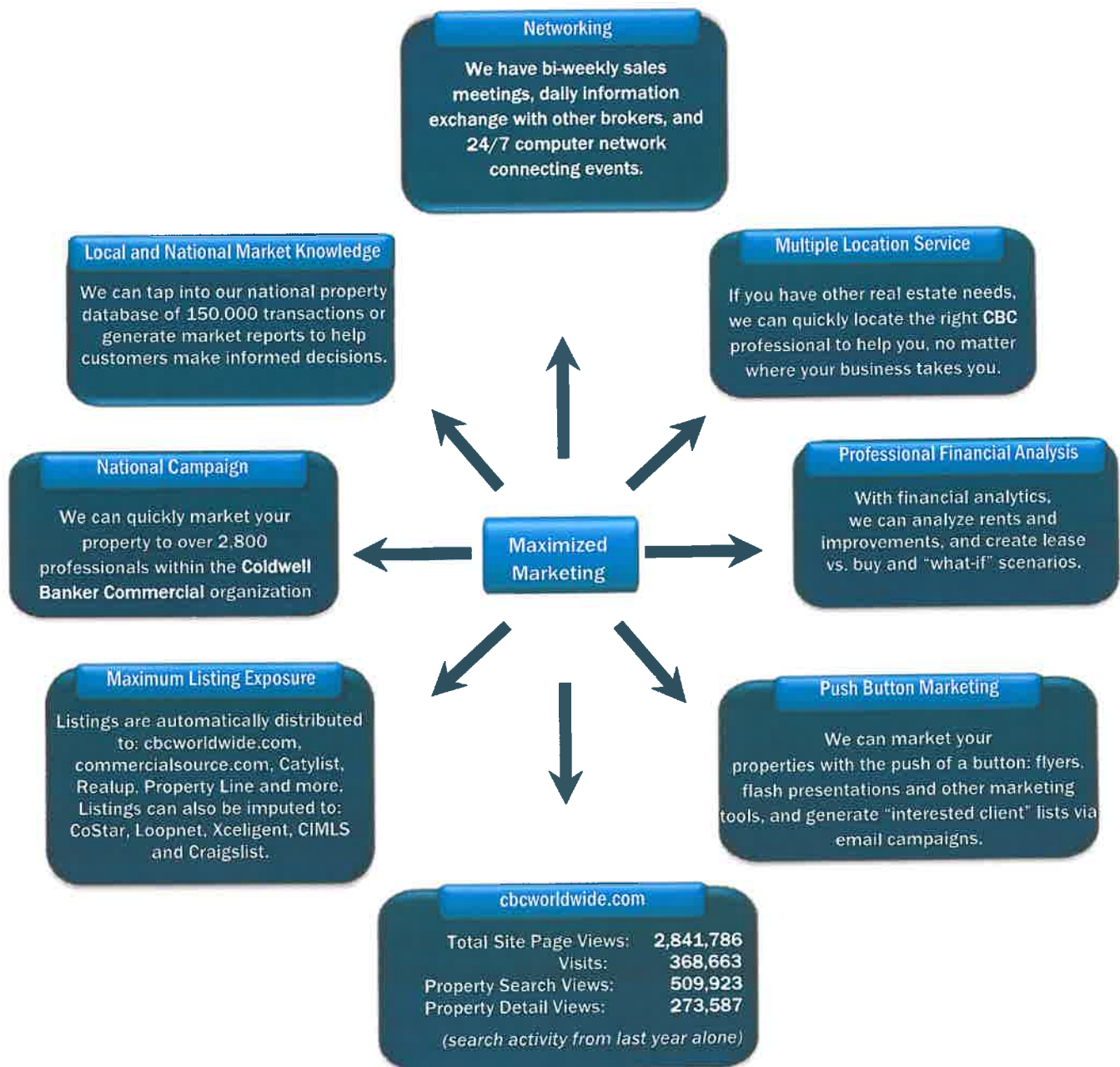


BENCHMARK

Marketing The Property

Our Property Marketing Platform

Coldwell Banker Commercial Benchmark employs a strategic Marketing Platform to successfully distribute your property.



BENCHMARK

Marketing The Property

Sample Marketing Materials

A sampling of how Coldwell Banker Commercial Benchmark can market your properties. Professional marketing collateral produced by our team conveys all the important information for quickly for distributing to potential clients via print, email and the web.

Property Flyer:

Can be emailed to prospective clients or local brokers. The flyer will also be displayed on site or given during tours of the property.

Woodlands Plaza III
2043 Woodland Parkway
Office Space

Property Overview
Three-story office building on 7.84 acres. 220 parking spaces fully landscaped. New HVAC units along with 2000 sq. ft. glass lobby remodel in 2004-2005. Just 2000 comprehensive market study report in building. Ideal for owner/tenant. 444,000 sq. ft. office with 2000 sq. ft. building with 2000 sq. ft.

Property Details
Size: 83,000 sq. ft. office
Price: \$2.94/sq. ft.
Year: 2004
Year Built: 2004
Parking: 220 parking spaces
Property Use: Office
Area Description: Located in Maryland Mag. Lookout. Very close to I-270

Contact Information
Michael J. Walker
mwalker@coldwellbanker.com
Phone: (301) 205-4600

COLDWELL BANKER COMMERCIAL
CRALLC

Marketing Package:

As you can see from this package, we market each of our properties with a professionally created marketing package. We also have the ability to create an "E-book" version of the package to give it that "wow Factor."

Woodlands Plaza III
2043 Woodland Parkway
Office Space

FOR SALE

Contact Information
Michael J. Walker
mwalker@coldwellbanker.com
Phone: (301) 205-4600

COLDWELL BANKER COMMERCIAL
CRALLC

Flash Presentation:

An interactive marketing tool that can be emailed to prospective clients or industry professionals.

Woodlands Plaza III
2043 Woodland Parkway
Office Space

FOR SALE

Contact Information
Michael J. Walker
mwalker@coldwellbanker.com
Phone: (301) 205-4600

COLDWELL BANKER COMMERCIAL
CRALLC



BENCHMARK

Marketing the Property



LoopNet.com is the most heavily trafficked commercial real estate website, with nearly 5 million average monthly unique visitors according to Google Analytics*. Our registered members generate nearly over 60 million page views per month and spend an average of almost 4 minutes on the site. LoopNet's market-leading solutions are trusted by the nation's leading brokerage firms and commercial real estate organizations.



CoStar creates opportunity through a combination of reliable tools, resources, and deep understanding on over 4.2 million commercial real estate properties in today's market. CoStar helps agents find relevant information, meet the right people, and make the deals that are critical to their success. With over \$1 billion invested in research operations, they've built and maintained the industry's most comprehensive database of commercial real estate information.



Florida Realtors is the largest trade association in the state with more than 127,000 members. As a member, we enjoy business contacts, networking opportunities, educational offerings, research and legislative representation, programs, services, and tremendous camaraderie. Today, Florida Realtors members and the management team are busier than ever, protecting private property rights and keeping a very close eye on some 3,600 pieces of legislation each year that can impact property owners in Florida.



BENCHMARK



(www.loopnet.com)



(www.commercialsearch.com)



(www.cosatar.com)



(www.cityfeet.com)



(www.landsofamerica.com)



Commercial Real Estate Exchange

(www.crex.com)



(www.totalcommercial.com)



(www.daytonarealtors.com)



(www.floridarealtors.org)



(www.volusiasites.com)



(www.usamlis.net/flagler)



(www.cbcworldwide.com)



(www.benchmarkcommercialfl.com)

About Coldwell Banker Commercial Benchmark

Coldwell Banker Commercial Benchmark

570 Memorial Circle
Suite 300
Ormond Beach, FL 32174

(386)672-8530 / Office
(386)672-8519 / Fax

BenchmarkDaytona.com

Clients Represented

Wells Fargo Bank
SunTrust Bank
Fifth Third Bank
Fortline Waterworks
Product Quest
Dunkin Donuts
FLA Power and Light

About Coldwell Banker Commercial Benchmark

Coldwell Banker Commercial Benchmark is one of Daytona Beach area's most respected leaders in commercial real estate.

Services

- Sales and Leasing
- Acquisitions
- Appraisal and other Valuation Services
- Built-to Suit
- Consulting
- Demographic Overviews
- Dispositions
- Facilities Management
- Landlord Representation
- Lease Administration
- Lease Analysis
- Market Surveys and Analysis
- Lease/Own Analysis
- Property Management
- Tenant Representation
- Tax Abatement
- Loss Segregation



**COLDWELL
BANKER
COMMERCIAL**

BENCHMARK

About The Coldwell Banker Commercial Organization

CBC Advantages:

The largest domestic footprint in commercial real estate

Over 200 Companies

Nearly 3,000 professionals across the globe

Cutting-edge Property Searching & Listing:

cbcworldwide.com with over 15,000 listings, nearly double the amount of our nearest competitor

Industry-leading technologies

Average of 15,000 Transactions completed yearly.

About Coldwell Banker Commercial®

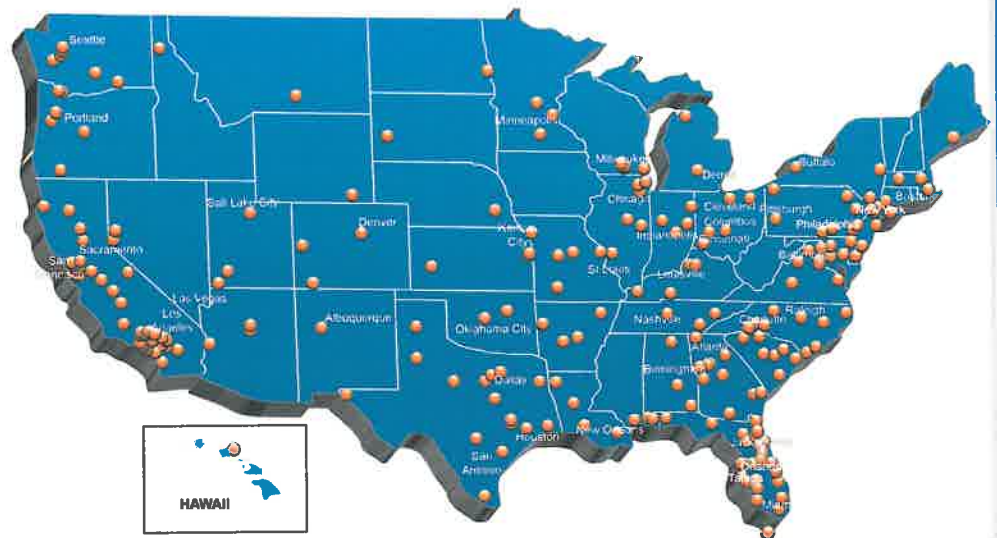
A subsidiary of Realogy Corporation, the world's leading real estate franchisor, **Coldwell Banker Commercial® (CBC®)** is a worldwide leader in the commercial real estate industry. The CBC brand has its roots in the oldest and most respected national real estate brand in the country, which was founded after the San Francisco earthquake of 1906 by Colbert Coldwell, who was later joined by Benjamin Banker.

With a collaborative network of independently owned and operated affiliates, the **Coldwell Banker Commercial** organization comprises over 200 companies and 2,800 professionals throughout the U.S., as well as internationally. In fact, the CBC organization possesses the largest geographic footprint in today's commercial real estate marketplace.

The success of the CBC organization lies in its striking versatility. The organization deftly combines a powerful national presence with the agility of a regional market innovator. Each CBC affiliate office has the resources and insight to understand its local market and the expertise to convert this knowledge into tangible value for each client. Our professionals stand ready to help clients discover untapped commercial real estate market opportunities and to deliver a range of services designed to add value to their businesses. The CBC organization's skillful professionals and nimble affiliate offices service a wealth of business categories in markets of any size, with clients ranging from established corporations to small businesses to individual investors.

Previous Year Volume	Transactions	Value
Leases	7,587	\$ 2.4 Billion
Sale	6,316	\$ 4.0 Billion
Total	13,903	\$6.4 Billion

Coldwell Banker Commercial US Locations



BENCHMARK

Why Coldwell Banker Commercial Benchmark

Why Coldwell Banker Commercial Benchmark?

- Because we have the experience, contacts, and knowledge to help you with the sale / lease of your property.
- We have the resources to get the transaction done in a complete and timely manner.
- We have the technology to provide you with up to date statistics, maps, and demographics, giving you the tools necessary to make an informed decision.
- We form strong client relationships from our hard work, our loyalty, confidentiality and trustworthiness. We put the needs and the best interests of the clients first.
- We have done extensive work from Jacksonville to Melbourne along I-95
- We utilize a marketing platform that was built for the successful marketing of your property
- The Coldwell Banker Commercial organization has the largest domestic footprint in commercial real estate with over 200 Companies and early 2,800 professionals across the globe
- Cutting-edge Property Searching & Listing: cbcworldwide.com with nearly 15,000 property listings
- The Coldwell Banker Commercial organization averages over 15,000 closed Transactions yearly.
- We are part of Realogy, which has a wealth of knowledge from these brands: Oncor International, Coldwell Banker, ERA, Century 21, NRT, Sotheby's, Better Holmes & Gardens, Cartus, and Title Resource Group



BENCHMARK

Contact Information

Contact Info

For more information, please contact:



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COLDWELL
BANKER
COMMERCIAL

BENCHMARK

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Coldwell Banker Commercial Benchmark

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BENCHMARK

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cbcbenchmark.com (Company)
cbcworldwide.com (Company)
benchmarkdaytona.com (Blog)

Top Skills

Real Estate
Commercial Real Estate
Property Management

Honors-Awards

Eagle Scout
Halter / Case Leadership Award
Honoary Life Member
Defensive Player of the USC/
Clemson Game
Preseason All ACC

G.G. Galloway

Owner, CBC BENCHMARK
Ormond Beach, Florida

Summary

Appointed to the city of Ormond Beach , FI Planning Board

Florida Realtors PAC Trustee

In 2016, Ran for United States Congress, 6th District

Received the Halter/Case Leadership Award from Coldwell Banker Commercial throughout all the brand

Silver Circle of Distinction Production Level from Coldwell Banker Commercial

Received the Honorary Life Member Award from the Daytona Beach Area Association of Realtors in recognition of the outstanding service to the real estate profession.

Appointed to serve as a Federal Political Coordinator (FPC) in Washington, DC to be the voice of the National Association of Realtors in both residential and commercial issues when communicating with US Representatives and US Senators. Was Federal Political Coordinator for U.S. Congressman Ron DeSantis, 6th district, Florida and is presently the Federal Political Coordinator for U.S. Congressman Michael Waltz, 6th District.

One of eight individuals from the United States to be selected to serve on the Coldwell Banker Commercial Advisory Board

33 years in the field of commercial real estate.

Worked with tenant reps and national site selectors

Referral program with other brokers considered to be one of the best and fairest in the country

Attachment: RFP 20-ED-01 COLDWELL BANKERS RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

Have been appointed as receiver by both the courts and requested by private individuals for over 30 properties

Operated and managed over 14 LLC's.

Extensive knowledge and experience in retail leasing and property management

Completed over 50 tax abatement challenges with positive results

Renovated over 500,000 sq ft of office space

Office and warehouse property management of up to 1.5 million sq f

Represented 7 national bank accounts and several community and state chartered banks in the REO market

Specialties: specializing in office/medical, retail, warehouse/flex space, resort oceanfront/lake properties, and REO properties.

Experience

CBC Benchmark Daytona

Owner/Partner

September 2004 - Present

Ormond Beach, FL

CBC BENCHMARK

Owner/Partner

September 2004 - Present

Ormond Beach, Florida

Partner, working with a five man REO team, taking care of customers, while being a rainmaker, and developing a pipeline of office, retail , land, and warehouse properties.

T. F.Wilson Realty and Development

Partner

September 1986 - September 2005 (19 years 1 month)

Ormond Beach, Florida

We merged two commercial real estate companies together, T.F. Wilson Realty and Development and Schwarz Realty and Development to become CBC Benchmark

Greater Daytona Beach and Halifax Area Chamber of Commerce
Vice President of Marketing and Membership
May 1983 - March 1986 (2 years 11 months)

Education

Clemson University

BS, Administrative Management, Business, Marketing, OSHA · (1972 - 1976)

Clemson University

administrative management and marketing, legal aspects of
OSHA · (1972 - 1976)

Contact

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dscottharter@gmail.com

www.linkedin.com/in/scott-harter-3846867 (LinkedIn)
www.cbcbenchmark.com (Other)
benchmarkdaytona.com (Other)
benchmarkdaytona.com/blog (Other)

Top Skills

REO
Sellers
Investment Properties

Scott Harter

Broker Associate and Partner at Coldwell Banker Commercial Benchmark

Ormond Beach, Florida

Experience

Coldwell Banker Commercial Benchmark

Broker Associate and Partner

2006 - Present

Daytona Beach, Florida Area

I specialize in applying his expertise, attention to detail and market knowledge to broker warehouse, flex, office, land, multifamily, retail, investment and also lease warehouse, office and retail. I believe in teaming to give customers the attention they deserve. We represents Sellers, Buyers, Landlords and Tenants.

WP Realty

Broker Associate

2002 - 2006 (5 years)

Broker Associate overseeing all new realtors, sales, property management.

Novelty Helmets, Inc.

Owner \ Manager

1995 - 2002 (8 years)

Manufacturing company that wholesaled our product throughout the United States and exported to many countries such as Germany, Canada, China, Netherlands and Mexico.

Aspen Management Services

Realtor - Area Property Manager

1988 - 1994 (7 years)

Southern California

Commercial Realtor specializing in Apartment properties throughout the Inland Empire and Orange County. Managed several apartment properties as small as 40 units and as large as 250 units.

Education

University of Missouri-Columbia

CBO BENCHMARK WILL ADHERE TO THE CITY OF HOLLY HILL DRUG FREE TIE PROPOSAL PREFERENCE STATEMENT AND FOLLOW PERSONAL RULES + REGULATIONS OF HOLLY HILL DATED DEC 2018. AS TO ITEM 13 DRUG FREE WORKPLACE *Stallway 11/4/18*

8.6.a

- one (1) non-supervisory member not a part of a collective bargaining unit, with terms commencing January 1.

No member serving on the Hearing Board shall serve as a voting member of the board to hear a grievance filed by a member in the same Department.

Appeal/Grievance Process

An employee shall submit a written grievance to management personnel in the following order:

1. Immediate supervisor
2. Division Manager
3. Department Director
4. Hearing Board
5. City Manager (or designee)

Should the grievance pertain to the immediate supervisor, the employee may submit the initial written grievance to the supervisor's supervisor.

In cases where verbal attempts at resolution have failed, a formal written grievance may be initiated. At each level, grievances must be submitted to management within five (5) working days. Management must provide written responses back to the member within five (5) working days.

If the member is still dissatisfied, all information may be submitted to the Hearing Board through the Human Resources Manager. The Board must meet within forty-five (45) calendar days of receipt of grievance and issue a response to the City Manager or designee within fifteen (15) calendar days thereafter.

If desired, the appellant may submit a statement for the City Manager's consideration within five (5) calendar days of receipt of Hearing Board's recommendations. The City Manager, or designee, will review the findings of the Hearing Board and the appellant's statement, and make a final determination within fifteen (15) calendar days of the meeting.

Once all grievance procedures have been exhausted and the City Manager or designee has issued a determination, the appeal shall be considered concluded and the appellant shall have no further right of appeal under these Personnel Policies and Procedures.

13 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

The City of Holly Hill is committed to providing safe and health workplace for its employees. The City's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with Florida Statutes.

13.1 PROHIBITIONS

Illegal Controlled Substances

The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and

whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.

Alcohol Abuse

Employees of the City are prohibited from consuming or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise consuming alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

13.2 DEFINITIONS: (AS DEFINED IN FLORIDA STATUTE)

13.3 LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

13.4 POLICY

The City will maintain drug and alcohol screening in compliance with Florida Statutes. The City may require the employee to submit to a test for the presence of drugs and/or alcohol. If an employee tests positive or refuses to take a test, the employee may be terminated and may forfeit his or her eligibility for medical and indemnity benefits under workers compensation.

Job Applicant Testing

Applicants offered employment conditioned upon successfully passing a drug test are subject to pre-employment drug test as a prerequisite to employment with the City. Job Applicant means only a person who has applied for a special-risk or mandatory-testing position.

Routine Fitness-for-Duty Testing

Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.

Follow-up Testing

Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advance notice and at least once per year for a period of no less than two years.

Reasonable Suspicion Testing

An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and

reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

- Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
- A report of drug use, provided by a reliable source;
- Evidence that an individual has tampered with a drug test during his or her employment with the City;
- Information that an employee has caused or contributed to an accident or injury while at work;
- Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
- Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

Random and/or Suspicion less Testing

Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicion less basis.

Post- Accident Testing

Post-accident drug testing is required when an employee is injured on the job, and when an employee causes an accident which results in damage to equipment, property or injury to themselves or another person.

- Safety-sensitive positions: post-accident testing is required when the employee is at fault in an accident or any incident which results in damage to any structure – equipment, property or vehicle or results in bodily injury to themselves or another person.

Safety-sensitive position – any position in which a drug impairment would constitute an immediate and direct threat to public health or safety.

- Non-safety sensitive positions – is required when the employee is at fault and there is either serious bodily injury to another person or significant property damage resulting from the accident.

Other Lawful Testing

The City reserves the right to conduct any other type of lawful drug or alcohol testing.

Initial Tests

Initial tests will use an immunoassay except that the test for alcohol will be an enzyme oxidation methodology. Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for

the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration.

- Alcohol
- Amphetamines
- Cannabinoids
- Cocaine
- Phencyclidine
- Opiates
- Barbiturates
- Benzodiazepines
- Synthetic Narcotics:
 - Methadone
 - Propoxyphene

Confirmation Tests

All specimens identified as positive on the initial test will be confirmed using gas chromatograph/mass spectrometry (GC/MS) except that alcohol will be confirmed using gas chromatography. All confirmation will be done by quantitative analysis. Concentrations that exceed the linear region of the standard curve will be documented in the laboratory and recorded as 'greater than highest standard curve value.

Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration.

Common Medications Which Could Alter or Affect Test Results.

Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer ("MRO"). Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

Drug	Medication Which May Alter or Affect Test
Alcohol	Liquid medications containing ethyl alcohol (ethanol). For example many cough syrups, Vicks Nyquil, Comtrex, Listerine, Contact Severe Cold Formula Night Strength
Cannabinoids	Marinol (Dronabinol, Tetrahydrocannabinol (THC))
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription

Opiates	Peregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbituates	Phenobarbital, Tuinel, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butapital, Phrenitin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax
Methadone	Dolphine, Metadose
Propoxyphene	Davocet, Darvon N, Dolene, etc.

13.5 TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, Florida Statute, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration

Within five working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the City, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

Consequences of a Positive Confirmed Test, a Refusal to Submit to Testing or Tampering With a Test

An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

13.6 CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug testing program are confidential and exempt from the provisions of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by Florida Statutes or other applicable law.

13.7 COMMERCIAL DRIVER'S LICENSE DRUG/ALCOHOL TESTING

Effective January 1, 1995, the Federal Highway Administration (FHWA) required employers to have an alcohol use and controlled substance testing program in place for all of its employees who operate a commercial motor vehicle and are required to be in possession of a Commercial Driver's License (CDL).

Alcohol Testing

The alcohol content testing will be by an evidential breath test. Alcohol content is expressed as the number of grams of alcohol per 210 liters of breath. Such alcohol testing will be conducted by a trained alcohol technician.

FHWA has adopted a 0.02-0.04 standard with a two-tiered system of consequences. A CDL driver must be removed from a function required operation of a City vehicle or piece of equipment at any alcohol concentration of 0.02 or greater. The City deems a result of 0.02 or greater as a positive result.

If the CDL Driver's alcohol concentration is at least 0.02, but less than 0.04, the CDL driver will not be allowed to operate any City vehicle or piece of equipment – until the next scheduled duty period, if at least 24 hours has elapsed; or a retest shows the alcohol concentration has fallen below 0.02.

If the CDL driver has an alcohol concentration of 0.04 or greater, the CDL driver shall not report for duty or remain on duty requiring the operation of City vehicles or equipment. No supervisor having actual knowledge that a driver has an alcohol concentration of 0.04 or greater, is in possession of alcohol, is using alcohol or has used alcohol within four (4) hours of performing safety sensitive functions, shall permit the CDL driver to operate a city vehicle or piece of equipment.

Employees required to submit to alcohol testing will be notified prior to, during or immediately after performance of a safety sensitive duty.

Controlled Substance Testing

The controlled substance (drug) testing will be a "split sample" urine specimen for the following (NIDA 5-panel): amphetamines, cannabinoids (marijuana, THC), cocaine, opiates, phencyclidine (PCP).

This testing will involve a urine split sample test. This test requires that the urine sample will be divided into two samples. If the first sample tests positive, the employee may, within 72 hours of notification, have the other sample tested at another laboratory. If second test is negative or for any reason is not available, the entire test will be considered negative.

Types of Testing:

Random Testing

Effective January 1, 2016, federal guidelines state that 10% of affected employees will be randomly tested for alcohol and 25% will be tested for controlled substances.

The City will ensure that each CDL driver, who is notified of selection for random alcohol and/or controlled substance testing, submits to the required test immediately.

A CDL driver may be tested for alcohol just before, while operating, or just after operation of a City vehicle or piece of equipment. Random controlled substance testing may be performed at any time while the CDL driver is at work.

Post- accident testing

Post-accident testing includes both alcohol and controlled substance testing will be conducted if the accident involved a fatality, an injury treated away from the scene, a towed vehicle and/or the driver is cited for a moving violation.

The required post-accident alcohol test will be administered within two (2) hours following the accident and the controlled substances test will be administered within 32 hours.

No CDL driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, on until he or she undergoes a post-accident alcohol test, whichever occurs first.

Any CDL driver, subject to post-accident testing, who leaves the scene of an accident before a test is administered or fails to remain readily available for testing may be deemed by the City to have refused to submit for testing. Such refusal is treated as if the CDL driver has a “verified positive” controlled substances test result or had an alcohol test result of 0.04 or greater, which will subject the employee to disciplinary action and possibly discharge.

If the CDL driver refuses to submit to a post-accident test after a fatal accident, the FHWA will disqualify such driver for one (1) year. This will result in termination of employment of the employee due to the loss of license and the inability to perform the functions of their position.

Reasonable Suspicion Testing

The City will require a CDL driver to submit to an alcohol and/or controlled substances test when the City has reasonable suspicion that the CDL driver has violated the FHWA prohibitions concerning alcohol and/or controlled substances.

Reasonable suspicion will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech and/or body odor of the driver.

Under FHWA regulations, only one (1) supervisor is required to make the “reasonable suspicion” determination. Documentation of the grounds for reasonable suspicion to require a controlled substances test must be made and signed by the supervisor within 24 hours of the observed behavior or before the results of the test are released, whichever is later.

Reasonable suspicion tests will be conducted within twenty-four (24) hours of the suspected conduct. Delays after that period will require documentation regarding the delay.

Follow-up Testing

Following a determination that a CDL driver is in need of assistance in resolving alcohol misuse and/or drug abuse problems, the City will require the driver to participate in a rehabilitative program.

After completion of any recommended rehabilitative program, the affected employee will submit to at least six (6) follow up tests in the following twelve (12) month period. Costs and leaves of absence associated with rehabilitative programs will be at the employee's expense. Recurrence will result in termination.

13.8 EMPLOYEE ASSISTANCE

The City regards its employees as its most important asset. While the City does not provide formal assistance, there are area agencies that provide help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from a mental health provider or other community resources before drug or alcohol problems lead to disciplinary action.

Information about a self-referred employee's contact with a mental health provider is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self-referral for treatment.

However, the use of a certified mental health provider or other community resources will not shield the employee from appropriate disciplinary action for violation of the City's substance abuse policy if such violation comes to the city's attention through other means such as reports from employees or outsiders, direct observation, testing, etc.

Employees referred to a mental health provider as a result of a violation of the City's substance abuse policy may continue their employment with the city provided:

- Contact the provider and strictly adhere to all the terms of treatment and counseling prescribed by the provider.
- Immediately cease any and all use of alcohol and/or drugs; and consent in writing to periodic unannounced testing for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later.

In keeping with the city's need for safety and security, the Human Resources Manager will determine whether the city should grant a leave of absence or reassign an employee following a positive test or during the period of evaluation, treatment, or counseling.

Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits. Time lost from work for such a program will be without pay.

13.9 REPORTING VIOLATION OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to discipline up to and including termination of employment.

Request For Proposal RFP 20-ED-01



Real Estate Services

Stella Gurnee, Finance Director

Attachment: SVN Alliance RFP-20-ED-01 BID RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

DECLARATION STATEMENT

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

Re: Request For Proposals, Real Estate Services

To Whom It May Concern,

Notice is hereby given that the City of Holly Hill is soliciting proposals for Real Estate Services. Proposals will be accepted by the City Clerk at Holly Hill City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida until **5:00 pm on October 29, 2019** or pursuant to addendum issued by the City.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation. No proposals received after **October 29, 2019** will be considered. The City of Holly Hill, Florida reserves the right to reject any and all Proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with one (1) original and/or one (1) flash drive version addressed to City of Holly Hill, Attn: City Clerk, 1065 Ridgewood Avenue, Holly Hill, FL 32117 and plainly marked on the outside: **"RFP 20-ED-01 Real Estate Services"**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday, October 22, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: SVN Alliance RFP-20-ED-01 BID RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

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A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide Real Estate Services in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be 1-year. This contract may renewed in 6 months terms . All prices quoted shall remain firm for the duration of this agreement. The City reserves the right to cancel the agreement and/or contract any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.

The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors in its evaluation of the proposals received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City's Annual Budget for fiscal year 2019-2020. Copies of these documents may be requested from the City Clerk. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to finance@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for

this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

D) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	October 2, 2019
Non-Mandatory Pre-Bid	October 22, 2019 - 10:00 am
Deadline for Questions	October 22, 2019 – before 5:00 pm
Request For Proposals Due	October 29, 2019 – before 4:00 pm
City Commission Hearing Date	November 12, 2019

SCOPE OF WORK

The City of Holly Hill intends to enter into a contract for real estate broker/firm services to sell various city properties. The selected Broker/Firm must meet the minimum qualifications, be familiar with state and city laws that govern the sale of city-owned property, and, under the direction of the City, perform in a satisfactory and proper manner, all the necessary services required under this solicitation to provide real estate services on behalf of the City, including but not limited to the following services:

Real Estate Services Required:

- Develop strategies for sale of designated City-owned properties (such as conducting a study of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media, including listing properties on a multiple listing service (MLS), and report results to the City on an agreed upon frequency;
- Advise City Leadership regarding strategies to promote and sell the designated sites. (*Public presentations may be required.)
- Generate site visits with prospects and, in coordination with the Economic Development Director, actively participate in those site visits;
- Provide feedback to City Leadership on potential offers from prospects;
- Prior to City Manager review, ensure all offers are properly executed;
- Handle other customary activities and services associated with real estate transactions.
- Broker's licenses preferred, but not mandatory.

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the Florida Department of Business and Professional Regulations and local real estate commissions/associations.
- Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial and industrial properties.
- Must be knowledgeable in the use of all public real estate records maintained by the County Assessor and County Clerk & Recorder.
- Knowledge and experience in the acquisition and sale of government owned property is desired.
- Must have at least (10) years of full time commercial real estate experience.

GENERAL TERMS AND CONDITIONS

A) Licenses

The Realtor-Broker is required to possess the professional license and any other authorizations necessary to carry out and perform the work required pursuant to applicable Federal, State and Local Law, Statutes, Ordinances, and rules of any kind.

If required and/or requested, copies of the licenses must be submitted with the bid response indicating that the bid entity is properly licensed to perform the professional tasks included in the contract documents. A Realtor-Broker must have an office in Volusia County as well as a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9426.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as 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; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Realtor-Broker shall be legally considered an independent contractor, and that neither the Realtor-Broker nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Assignment

The Realtor-Broker shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

F) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this RFP, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

G) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**. If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under

the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) **Protest Procedures**

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

I) **Public Entity Crime**

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

J) **Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

K) **Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

L) **Awarded Contractor(s)**

All required payments will occur at closing

M) **Commission Percentage**

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment Form (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City of Holly Hill contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded or the lease is executed and entered into by the parties and the first rental installment and all deposits have been paid.

a. EVALUATION OF REQUEST FOR PROPOSALS:

All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Holly Hill, or any member of the RFP Selection Committee. The RFP Selection Committee is comprised of City Department Heads who will evaluate the proposals and weight results based of the categories listed below.

Evaluation Criteria	Possible Points
<u>Qualifications/Experience and Reference</u> 1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	45 Maximum
<u>Ability to meet Scope of Services</u> 1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	45 Maximum
Price Proposal	10 Maximum
Total Possible Points	100 Maximum points

Formal Oral Presentations/Interviews (If Required):

The City may choose to conduct oral interviews with, or receive presentations from one or more of the proposers. If the City so chooses, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

- The City's Economic Development Director will establish the schedule and proposers will be notified via email at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Right to Negotiate

The City of Holly Hill reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the

highest ranked firm is not reached, the City reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached.

Final Recommendations:

After presentation are completed, the RFP Review Committee will determine a final ranking of proposers they consider to be most capable of performing the required project in the best interest of the City. Based upon these recommendations, the City Manager will create an agenda item with recommendation to the City Commission. The City Commission's decision will be final.

Time Schedule For Selection

Release of RFP: **October 2, 2019**

Non-Mandatory pre-proposal meeting: **October 22, 2019 - 10:00 am**

Last Day for questions: **October 22, 2019 before 5:00 pm**

Request For Proposals Due: **October 29, 2019 before 4:00 pm**

City Commission Hearing: **November 12, 2019**

b. Contract Term / Completion Time:

The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with additional one (1) year renewal options. Contract will require City Council approval.

c. Delivery of Bids

All bids are to be delivered before 5:00 p.m., local time, on or before **Tuesday October 29, 2019** to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copy and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

SVN Alliance
Company

1275 W. Granada Blvd, Suite 5B
Address


Authorized Signature

Ormond Beach FL 32174
City, State, Zip Code

Tim Davis, Vice President
Printed Name & Title

386-566-4917
Telephone No.

tim.davis@svn.com
Email

Fax No.

State of FLORIDA)
City of ORMOND BEACH)

SUBSCRIBED AND SWORN to before me this 29th day of OCTOBER, 2019, by
TIM DAVIS, who is personally known to me to be the
VICE PRESIDENT for the Firm, OR who produced the following
identification: _____.



HEATHER L. PASTOR
Notary Public

COMMISSION # GG125955



HEATHER L. PASTOR
Commission # GG 125955
Expires November 7, 2021
Bonded thru Budget Notary Services

My Commission Expires: November 7, 2021

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY OR PREVIOUSLY UNDER CONTRACT:

Previous Projects	Contract Amount
357 S. Atlantic Ave, Daytona Beach	\$ 13,500,000
Consolidated Tomoka Office Portfolio, 4 Buildings @ Williamson & LPGA	\$ 12,800,000
Restoration - 6,200 acres at NW I-95 & SR443, Edgewater	\$ 16,000,000

If Applicable,

Government Projects	Name of City	Contract Amount
See Attachment		
		\$
		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

For Government Entity, none. for Private owners, several dozen.

OTHER INFORMATION ABOUT PROJECTS:

We have represented Volusia County, City of Daytona Beach, Ormond Beach, and Port Orange extensively on acquisitions and dispositions over the last decade. SVN Alliance currently has \$560 Million in aggregate commercial real estate listings, and 263 active listings, which represents 46% of the active commercial listings in Volusia County. By selecting SVN Alliance, you are not getting an individual broker, but our entire team of 17 Advisors, 4 support staff, and marketing personnel, etc.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: SVN Alliance RFP-20-ED-01 BID RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

FINANCIAL REFERENCES:Bank(s) Maintaining Account(s): Intracoastal BankSurety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

See Attached**TYPE OF FIRM:**

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☒ Partnership/Years in Business: 3.5

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

SVN Alliance
Company

1275 W. Granada Blvd, Suite 5B
Address


Authorized Signature

Ormond Beach FL 32174
City, State, Zip Code

Tim Davis, Vice President
Printed Name & Title

386-566-4917
Telephone No.

tim.davis@svn.com
Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

Tim Davis, being first duly sworn, deposes and says that:

He/she is Vice President of SVN Alliance, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SVN Alliance
Company

1275 W. Granada Blvd, Suite 5B
Address

[Signature]
Authorized Signature

Ormond Beach FL 32174
City, State, Zip Code

Tim Davis, Vice President
Printed Name & Title

386-566-4917
Telephone No.

tim.davis@svn.com
Email

Fax No.

Subscribed and sworn to before me this 29th day of OCTOBER, 2019.

[Signature]
HEATHER L PASTOR
Title
FLORIDA NOTARY



HEATHER L PASTOR
Commission # GG 125955
Expires November 7, 2021
Bonded thru Budget Notary Services

My Commission Expires: November 7, 2021

Attachment: SVN Alliance RFP-20-ED-01 BID RESPONSE (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: SVN Alliance

Authorized representative (printed): Tim Davis

Authorized representative (signature): 

Project Number: **RFP- Real Estate Services** Date: 10.29.19

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: GDAF Inc
 Address: 444 Seabreeze Blvd
 Point of Contact: George Anderson
 Phone #: 386-679-5444 Email address: _____
 Service(s) Provided: Tim Davis - Acquisition and Disposition of Land

 Dates of Service: 2009 to Present

2. Name of Company: Holub Development
 Address: 1185 W. Granada Blvd, Ormond Beach
 Point of Contact: Paul Holub
 Phone #: (386) 677-7617 Email address: _____
 Service(s) Provided: John Trost - Sales and Leasing of Land and Retail/Office Space

 Dates of Service: 2004-Present

3. Name of Company: Lohman Properties
 Address: 1425 Bellevue Ave, Daytona Beach, FL 32114
 Point of Contact: Ty Lohman
 Phone #: (386)226-1100 Email address: _____
 Service(s) Provided: Carl Lentz - Acquisition of Income Producing Assets

 Dates of Service: 2001 to Present

4. Name of Company: Geosam
 Address: 424 Luna Bella Lane, Suite 122, New Smyrna Beach, FL 32168
 Point of Contact: Martin Pham
 Phone #: (386) 428-8448 Email address: _____
 Service(s) Provided: Chris Butera - Acquisition and Disposition of Land

 Dates of Service: 2007 to Present

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Tim Davis

(Print Individual's Name and Title)

for ALLIANCE REAL ESTATE ADVISORS, LLC.

(Print Name of Entity Submitting Sworn Statement)

whose business is Commercial Real Estate Brokerage

and (if applicable) its Federal Employer Identification Number (FEIN) is 32-0496856

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

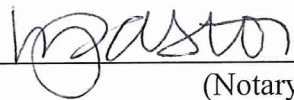
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn and subscribed before me this 29th day of OCTOBER, 2019.

Personally known ✓


(Notary)

OR produced identification _____

Notary Public State of FLORIDA

My commission expires: November 7, 2021

(Type of Identification)



HEATHER L. PASTOR
Commission # GG 125955
Expires November 7, 2021
Booded thru Budget Notary Services

REALTOR-BROKER INFORMATION

Realtor-Broker is:

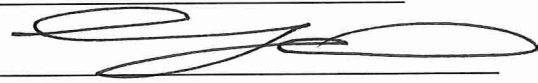
- (☒) Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 32-0496856Firm Name: ALLIANCE REAL ESTATE ADVISORS, LLC.Mailing Address: 1275 W. Granada Blvd, Suite 5B Ormond Beach FL 32174Telephone No.: 386-566-4917 Fax No.: _____Email Address: tim.davis@svn.com Web Address: svnalliance.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Tim Davis Name & Title Printed: Tim Davis V.P.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

\$1,000,000 single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☐ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

=====

== PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

SVN Alliance
Company



Authorized Signature

Tim Davis, Vice President

Printed Name & Title

tim.davis@svn.com

Email

Bankers Insurance Company
Insurance Agency

Not Available

Signature of Proposer's Agent

1275 W. Granada Blvd, Suite 5B
Address

Ormond Beach FL 32174
City, State, Zip Code

386-566-4917
Telephone No.

Fax No.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) ALLIANCE REAL ESTATE ADVISORS, LLC.	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1275 W. Granada Blvd, Suite 5B	Requester's name and address (optional)
	City, state, and ZIP code Ormond Beach FL 32174	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 32-0496856

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 10-25-19
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT A

COMMISSION PERCENTAGE SHEET

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded (paid).

For the purchase or disposal of real property as specified in a Project Assignment, the Broker shall earn Compensation equal to:

1. Six percent (6 %) for the first \$100,000 of the purchase price;
2. Six percent (6 %) for that portion of the purchase price exceeding \$100,000 but not exceeding \$500,000;
3. Six percent (6 %) for that portion of the purchase price exceeding \$500,000.

Consultant must acknowledge that it will not receive any commission payments or other compensation until the City authorizes the disposition of City property or purchase of real property.



Name of Authorized Agent (Acknowledgement) Date

EXHIBIT B**PROJECT ASSIGNMENT FORM**

In accordance with Contract **RFP #20-ED-01** between City of Holly Hill and SVN Alliance ("Broker"), dated _____, and Contract # _____, the City of Holly Hill assigns to the Broker and the Broker accepts the assignment of the following Project:

Project Description and Broker Responsibilities:

Marketing/Acquisition Schedule:

District Responsibilities:

Compensation: The Broker's Compensation for the Project shall be calculated in accordance with the Commission Percentage Sheet submitted by the Broker in its response to **RFP #20-ED-01**

Exhibit A – Municipal Real Estate Work performed by SVN Alliance

City of Port Orange transactions:

4460 Eastport Park Way, Port Orange, FL 32129
 Lot 5 in Eastport Business Park
 1.93+/- Acres - Sold 8/2016 for \$149,000

900 Swallowtail Drive, Unit E105, Port Orange, FL 32129
 1,653 SF Office Condo - Sold 8/2017 for \$260,000

4500 Eastport Park Way, Port Orange, FL 32129
 Lot 6 in Eastport Business Park
 1.09+/- Acres - Sold 10/2018 for \$100,000

Oak Street & Monroe Place, Port Orange, FL 32127
 0.78+/- Acres - Sold 9/2018 for \$97,500

City of Daytona Beach transactions:

300 S. Atlantic Ave
 2100 SF Building
 \$900,000 Purchase by City of Daytona Beach

720 E. International Speedway Blvd
 3500 SF Building
 \$650,000 Purchase by City of Daytona Beach

Volusia County transactions:

3167 S. Atlantic Ave, Daytona Beach Shores
 1.42ac Vacant Oceanfront Land
 \$2.4mm Acquisition by the County

3630 S. Atlantic Ave – Jasmin Motel
 0.85 ac – Oceanfront Hotel
 \$1.4mm Acquisition by the County

921 N. Nova Road, Holly Hill, FL 32117
 6,140 SF office space
 5 year term lease
 lease signed 5/2018

815 Beville Road, Unit A, South Daytona, FL 32119
 5,900 SF office space
 5 year term lease
 lease signed 7/2018

2400 S. Ridgewood Avenue, Suite 1A, South Daytona, FL 32119
 3,770 SF office space
 5 year term lease
 lease signed 12/2018

Request For Proposal RFP 20-ED-01



Real Estate Services

Stella Gurnee, Finance Director

DECLARATION STATEMENT

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

Re: Request For Proposals, Real Estate Services

To Whom It May Concern,

Notice is hereby given that the City of Holly Hill is soliciting proposals for Real Estate Services. Proposals will be accepted by the City Clerk at Holly Hill City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida until **5:00 pm** on **October 29, 2019** or pursuant to addendum issued by the City.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation. No proposals received after **October 29, 2019** will be considered. The City of Holly Hill, Florida reserves the right to reject any and all Proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with one (1) original and/or one (1) flash drive version addressed to City of Holly Hill, Attn: City Clerk, 1065 Ridgewood Avenue, Holly Hill, FL 32117 and plainly marked on the outside: **"RFP 20-ED-01 Real Estate Services"**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday, October 22, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

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A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide Real Estate Services in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be 1-year. This contract may renewed in 6 months terms . All prices quoted shall remain firm for the duration of this agreement. The City reserves the right to cancel the agreement and/or contract any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.

The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors in its evaluation of the proposals received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2019-2020. Copies of these documents may be requested from the City Clerk. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to finance@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for

this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

D) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	October 2, 2019
Non-Mandatory Pre-Bid	October 22, 2019 - 10:00 am
Deadline for Questions	October 22, 2019 – before 5:00 pm
Request For Proposals Due	October 29, 2019 – before 4:00 pm
City Commission Hearing Date	November 12, 2019

SCOPE OF WORK

The City of Holly Hill intends to enter into a contract for real estate broker/firm services to sell various city properties. The selected Broker/Firm must meet the minimum qualifications, be familiar with state and city laws that govern the sale of city-owned property, and, under the direction of the City, perform in a satisfactory and proper manner, all the necessary services required under this solicitation to provide real estate services on behalf of the City, including but not limited to the following services:

Real Estate Services Required:

- Develop strategies for sale of designated City-owned properties (such as conducting a study of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media, including listing properties on a multiple listing service (MLS), and report results to the City on an agreed upon frequency;
- Advise City Leadership regarding strategies to promote and sell the designated sites. (*Public presentations may be required.)
- Generate site visits with prospects and, in coordination with the Economic Development Director, actively participate in those site visits;
- Provide feedback to City Leadership on potential offers from prospects;
- Prior to City Manager review, ensure all offers are properly executed;
- Handle other customary activities and services associated with real estate transactions.
- Broker's licenses preferred, but not mandatory.

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the Florida Department of Business and Professional Regulations and local real estate commissions/associations.
- Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial and industrial properties.
- Must be knowledgeable in the use of all public real estate records maintained by the County Assessor and County Clerk & Recorder.
- Knowledge and experience in the acquisition and sale of government owned property is desired.
- Must have at least (10) years of full time commercial real estate experience.

GENERAL TERMS AND CONDITIONS

A) Licenses

The Realtor-Broker is required to possess the professional license and any other authorizations necessary to carry out and perform the work required pursuant to applicable Federal, State and Local Law, Statutes, Ordinances, and rules of any kind.

If required and/or requested, copies of the licenses must be submitted with the bid response indicating that the bid entity is properly licensed to perform the professional tasks included in the contract documents. A Realtor-Broker must have an office in Volusia County as well as a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9426.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as 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; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Realtor-Broker shall be legally considered an independent contractor, and that neither the Realtor-Broker nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Assignment

The Realtor-Broker shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

F) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this RFP, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

G) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**. If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under

the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

I) Public Entity Crime

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

J) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

K) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

L) Awarded Contractor(s)

All required payments will occur at closing

M) Commission Percentage

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment Form (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City of Holly Hill contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded or the lease is executed and entered into by the parties and the first rental installment and all deposits have been paid.

a. EVALUATION OF REQUEST FOR PROPOSALS:

All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Holly Hill, or any member of the RFP Selection Committee. The RFP Selection Committee is comprised of City Department Heads who will evaluate the proposals and weight results based of the categories listed below.

Evaluation Criteria	Possible Points
<u>Qualifications/Experience and Reference</u> 1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	45 Maximum
<u>Ability to meet Scope of Services</u> 1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	45 Maximum
Price Proposal	10 Maximum
Total Possible Points	100 Maximum points

Formal Oral Presentations/Interviews (If Required):

The City may choose to conduct oral interviews with, or receive presentations from one or more of the proposers. If the City so chooses, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

- The City's Economic Development Director will establish the schedule and proposers will be notified via email at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Right to Negotiate

The City of Holly Hill reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the

highest ranked firm is not reached, the City reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached.

Final Recommendations:

After presentation are completed, the RFP Review Committee will determine a final ranking of proposers they consider to be most capable of performing the required project in the best interest of the City. Based upon these recommendations, the City Manager will create an agenda item with recommendation to the City Commission. The City Commission's decision will be final.

Time Schedule For Selection

Release of RFP: **October 2, 2019**

Non-Mandatory pre-proposal meeting: **October 22, 2019 - 10:00 am**

Last Day for questions: **October 22, 2019 before 5:00 pm**

Request For Proposals Due: **October 29, 2019 before 4:00 pm**

City Commission Hearing: **November 12, 2019**

b. Contract Term / Completion Time:

The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with additional one (1) year renewal options. Contract will require City Council approval.

c. Delivery of Bids

All bids are to be delivered before 5:00 p.m., local time, on or before **Tuesday October 29, 2019** to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copy and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

ISellDaytona.Com LLC
Company

827 Center Ave #7
Address

S. Duszny
Authorized Signature

Holly Hill, FL 32117
City, State, Zip Code

S. Duszny - Broker
Printed Name & Title

(386) 843-2780
Telephone No.

iselldaytona.com@gmail.com
Email

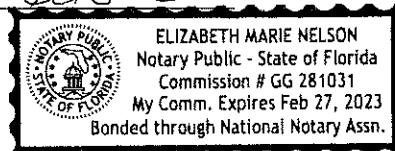
Fax No.

State of Florida
City of Holly Hill

SUBSCRIBED AND SWORN to before me this 4 day of November, 2019, by
Sol Duszny, who is personally known to me to be the
for the Firm, OR who produced the following
identification: FAX 827 250 780 66 00 40

Elizabeth M Nelson

Notary Public



My Commission Expires: 2-27-2023

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY OR PREVIOUSLY UNDER CONTRACT:

Previous Projects	Contract Amount
Children's Home of Volusia/Hyler Corp	\$ N/A
LHO Grainger LLC, Center Park Apartments	\$ N/A
Ormond Breeze LLC	\$ N/A

If Applicable,

Government Projects	Name of City	Contract Amount
N/A		
		\$
		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Daytona Beach Area Opportunity Zone Fund Corp.

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☒ Yes ☐ No

- Children's Home of Volusia/Hyler Corp did not get enough funding.

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLCounty of VolusiaS. Duszny, being first duly sworn, deposes and says that:He/she is Broker of Isell Daytona Complex Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Isell Daytona Complex LLC

Company

S. Duszny

Authorized Signature

S. Duszny - Broker

Printed Name & Title

iselldaytona.com@gmail.com

Email

627 Benton Ave #3

Address

Holly Hill, FL 32117

City, State, Zip Code

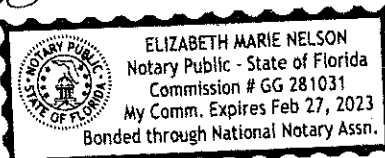
(386) 843-2780

Telephone No.

Fax No.

Subscribed and sworn to before me this 4 day of Nov, 2019.Elizabeth M Nelson
Notary

Title

My Commission Expires: 2-27-2023

FINANCIAL REFERENCES:Bank(s) Maintaining Account(s): Well's Fargo

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☒ Other: Please list: LLC _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

I sell daytona.com LLC
Company

827 Center Ave #3
Address

S. Duzny
Authorized Signature

Holly Hill, FL 32117
City, State, Zip Code

S. Duzny
Printed Name & Title

(386) 893-2780
Telephone No.

iselldaytona.com@gmail.com
Email

Fax No.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: ISellDaytona.com @ gmail.com

Authorized representative (printed): S. Duszy

Authorized representative (signature): S. Duszy

Project Number: RFP- Real Estate Services Date: 11/19/19

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: LHD Granger LLC
 Address: 827 Center Ave #9 Holly Hill, SC 29117
 Point of Contact: S. Dwyer
 Phone #: (386) 453-2780 Email address: LHDgrangerLLC@gmail.com
 Service(s) Provided: Real Estate Brokerage
 Dates of Service: 8/2008 - present
2. Name of Company: Ormond Breeze LLC
 Address: 932 Oleander St Holly Hill, SC 29117
 Point of Contact: S. Dwyer
 Phone #: (386) 453-5930 Email address: searchrescue1@gmail.com
 Service(s) Provided: Real Estate Brokerage
 Dates of Service: 10/2009 - present
3. Name of Company: Center Park Apartments
 Address: 827 Center Ave #9 Holly Hill, SC
 Point of Contact: S. Dwyer
 Phone #: (386) 453-5930 Email address: searchrescue1@yahoo.com
 Service(s) Provided: Real Estate Brokerage / Property Management
 Dates of Service: _____
4. Name of Company: Hollywood Heights LLC
 Address: 27 S. Hollywood Ave #3 Daytona Beach
 Point of Contact: S. Dwyer
 Phone #: (386) 483-2780 Email address: LHDgrangerLLC@hotmail.com
 Service(s) Provided: Real Estate Brokerage / Property Management
 Dates of Service: _____

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

S.
(Signature)

Sworn and subscribed before me this 4 day of November, 2019.

Personally known _____

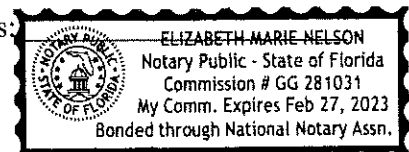
OR produced identification _____

FDL8250780660640
(Type of Identification)

Elizabeth M. Nelson
(Notary)

Notary Public State of Florida

My commission expires:



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill
by S. Duzny - Real Estate Broker
(Print Individual's Name and Title)
for ISellDaytona.com
(Print Name of Entity Submitting Sworn Statement)
whose business is Real Estate Brokerage.

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

REALTOR-BROKER INFORMATION

Realtor-Broker is:

- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☒ Other LLC (Explain)

Federal Employer Identification Number: 449000151858Firm Name: ISellDaytona.Com LLCMailing Address: 827 Center Ave #3
Holly Hill, FL 32117Telephone No.: (386) 843-2786 Fax No.: _____Email Address: ISELLDAYTONA.COM@gmail.com Web Address: :selldaytona.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____Submitted by: S. DuzyName & Title Printed: S. Duzy - Broker

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☐ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood
Ave. Holly Hill,
Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

=====

== PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

I Sell Daytona - Com LLC
Company
S. D.
Authorized Signature
S. Duzny
Printed Name & Title
iselldaytona.com@gmail.com
Email

827 Canton Ave #3
Address
Holly Hill, FL 32667
City, State, Zip Code
(386) 843-2780
Telephone No.

Fax No.

Insurance Agency

Signature of Proposer's Agent

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <i>S. Pina</i>	
	Business name, if different from above <i>Isell Apartments + CML</i>	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <i>829 Center Ave #10</i>	Requester's name and address (optional)
	City, state, and ZIP code <i>Holly, MN, 5625</i>	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <i>097 62 7284</i>
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>S. Pina</i>	Date ▶ <i>11/3/18</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT A

COMMISSION PERCENTAGE SHEET

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded (paid).

For the purchase or disposal of real property as specified in a Project Assignment, the Broker shall earn Compensation equal to:

1. 6 percent (6 %) for the first \$100,000 of the purchase price;
2. 6 percent (6 %) for that portion of the purchase price exceeding \$100,000 but not exceeding \$500,000;
3. 6 percent (6 %) for that portion of the purchase price exceeding \$500,000.

Consultant must acknowledge that it will not receive any commission payments or other compensation until the City authorizes the disposition of City property or purchase of real property.

5. [Signature] Name of Authorized Agent (Acknowledgement) Date 11/3/19

EXHIBIT B**PROJECT ASSIGNMENT FORM**

In accordance with Contract **RFP #20-ED-01** between City of Holly Hill and _____ ("Broker"), dated _____, and Contract # _____, the City of Holly Hill assigns to the Broker and the Broker accepts the assignment of the following Project:

Project Description and Broker Responsibilities:

Marketing/Acquisition Schedule:

District Responsibilities:

Compensation: The Broker's Compensation for the Project shall be calculated in accordance with the Commission Percentage Sheet submitted by the Broker in its response to **RFP #20-ED-01**

RFQ 20-ED-01
Real Estate Services

Evaluation Committee Total Points Summary and Average

Company	Evaluator 1	Evaluator 2	Evaluator 3	Total	Average	Overall Ranking
Adams Cameron	98	97	98	293	97.67	1
SVN	97	94	97	288	96.00	2
CBC	96	90	96	282	94.00	3
I Sell Daytona	67	48	47	162	54.00	4

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>Adams</u>	Points
Qualifications/Experience and Reference (45 points maximum)	45
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	45
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	8
Total Points	98

 11/06/19
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>SYN Alliance</u>		Points
Qualifications/Experience and Reference (45 points maximum) 1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;		45
Ability to meet Scope of Services (45 points maximum) 1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.		44
Price Proposal (10 points Maximum)		8
Total Points		97

Committee Member's Signature/Date

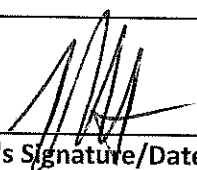


11/06/19

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>Coblewell / cBc</u>	Points
Qualifications/Experience and Reference (45 points maximum)	<u>45</u>
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	<u>41</u>
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	<u>10</u>
Total Points	<u>96</u>


Committee Member's Signature/Date

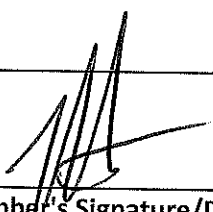
11/06/19

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>J. Sell Dayton</u>	Points
Qualifications/Experience and Reference (45 points maximum) 1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	20
Ability to meet Scope of Services (45 points maximum) 1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	20
Price Proposal (10 points Maximum)	7
Total Points	47


Committee Member's Signature/Date

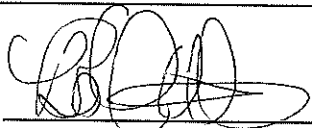
11/26/19

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>Adams Cameron & Co.</u>		Points
Qualifications/Experience and Reference (45 points maximum)		45
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;		
Ability to meet Scope of Services (45 points maximum)		45
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.		
Price Proposal (10 points Maximum)		7
Total Points		97



11/6/19

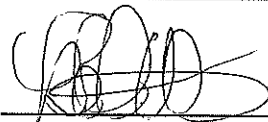
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>SVN Alliance</u>	Points
Qualifications/Experience and Reference (45 points maximum)	43
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	43
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	8
Total Points	94



11/6/19

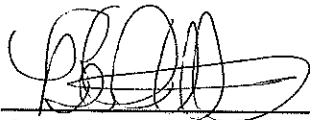
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>CBC Benchmark</u>	Points
Qualifications/Experience and Reference (45 points maximum)	40
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	40
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	10
Total Points	90



11/6/19

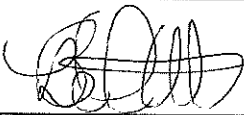
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>I SellDaytona.com LLC</u>	Points
Qualifications/Experience and Reference (45 points maximum)	20
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	20
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	8
Total Points	48



11/6/19

Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>Adams Cameron</u>	Points
Qualifications/Experience and Reference (45 points maximum)	45
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	45
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	8
Total Points	98

Hella Lohme
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>SVN</u>	Points
Qualifications/Experience and Reference (45 points maximum)	43
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	44
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	10
Total Points	97

Stella Schumacher
Committee Member's Signature/Date

Attachment: Evaluator's ranking sheets (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>CBC</u>	Points
Qualifications/Experience and Reference (45 points maximum)	42
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	44
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	10
Total Points	96

Stella Lohman
Committee Member's Signature/Date

RFQ 20-ED-01
Real Estate Services

Individual Rater's score sheet

Name of Firm: <u>I Sell Daytona</u>	Points
Qualifications/Experience and Reference (45 points maximum)	30
1. Experience in the Northeast Volusia County area; 2. Experience representing governmental entities 3. Local real estate market, public land and right of way, and government real estate knowledge, 4. The character, integrity, reputation, judgment, experience and efficiency of the proposer; 5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill; 6. Responsiveness of client references;	
Ability to meet Scope of Services (45 points maximum)	30
1. Responsiveness of the proposal related to the Scope of Services; 2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.	
Price Proposal (10 points Maximum)	7
Total Points	67

Stella L. Lerner
Committee Member's Signature/Date

Real Estate Services

**Stella Gurnee, Finance
Director
Request For Proposal
RFP 20-ED-01**

Attachment: RFP Adams Cameron bid response (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

DECLARATION STATEMENT

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

Re: Request For Proposals, Real Estate Services

To Whom It May Concern,

Notice is hereby given that the City of Holly Hill is soliciting proposals for Real Estate Services. Proposals will be accepted by the City Clerk at Holly Hill City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida until **5:00 pm on October 29, 2019** or pursuant to addendum issued by the City.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation. No proposals received after **October 29, 2019** will be considered. The City of Holly Hill, Florida reserves the right to reject any and all Proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with one (1) original and/or one (1) flash drive version addressed to City of Holly Hill, Attn: City Clerk, 1065 Ridgewood Avenue, Holly Hill, FL 32117 and plainly marked on the outside: **"RFP 20-ED-01 Real Estate Services"**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 28 day of October, 2019 in the City of Daytona Beach, in the State of Florida.

Adams Cameron & Co. REALTORS

444 Seabreeze Blvd Ste 670

Company

Address



Daytona Beach. FL 32114

Authorized Signature

City, State, Zip Code

A pre-bid conference is not applicable for this solicitation.

A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday, October 22, 2019 at 10:00 am in the large conference room, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

Attachment: RFP Adams Cameron bid response (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

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A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide Real Estate Services in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be 1-year. This contract may renewed in 6 months terms . All prices quoted shall remain firm for the duration of this agreement. The City reserves the right to cancel the agreement and/or contract any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of , City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.

The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors in its evaluation of the proposals received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2019-2020. Copies of these documents may be requested from the City Clerk. The City of

Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to finance@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from finance@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for

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this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

D) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event Date

Issue RFP Notice October 2, 2019 Non-Mandatory Pre-Bid October 22, 2019 - 10:00 am
 Deadline for Questions October 22, 2019 – before 5:00 pm Request For Proposals Due
 October 29, 2019 – before 4:00 pm City Commission Hearing Date November 12, 2019

SCOPE OF WORK

The City of Holly Hill intends to enter into a contract for real estate broker/firm services to sell various city properties. The selected Broker/Firm must meet the minimum qualifications, be familiar with state and city laws that govern the sale of city-owned property, and, under the direction of the City, perform in a satisfactory and proper manner, all the necessary services required under this solicitation to provide real estate services on behalf of the City, including but not limited to the following services:

Real Estate Services Required:

- Develop strategies for sale of designated City-owned properties (such as conducting a study of comparable properties);

Strategies for the sale of designated City-owned properties will include:

- A study of comparable properties
- Aggressive marketing, locally and globally
- Multi-faceted marketing: online, direct, print and relationship
- Expansive internet presence; see accompanying Power Point
- Utilization of AdamsCameron.com - leading local Real Estate site; first in property searches
- Multiple Listing Service (MLS) coverage to include MyFloridaRegional, Daytona Beach, New Smyrna, and Flagler
- Internal marketing to Adams Cameron ~300 commercial and residential agents and ~100 referral agents across the country
- Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media, including listing properties on a multiple listing service (MLS), and report results to the City on an agreed upon frequency;
 - Adams Cameron & Co REALTORS will develop marketing materials, to include electronic and hard copy, to advertise sites for sale, distribute the materials to potential buyers via the appropriate forms of media, including listing properties on a multiple listing service (MLS), and report results to the City on an agreed upon frequency.
- Advise City Leadership regarding strategies to promote and sell the designated sites. (*Public presentations may be required.)
 - Adams Cameron & Co REALTORS will advise City Leadership regarding strategies to promote and sell the designated sites and will participate in public presentations, when required.
- Generate site visits with prospects and, in coordination with the Economic Development Director, actively participate in those site visits;
 - Adams Cameron & Co REALTORS will generate site visits with prospects and, in

coordination with the Economic Development Director, actively participate in those site visits.

- Provide feedback to City Leadership on potential offers from prospects;
 - Adams Cameron & Co REALTORS will provide feedback to City Leadership on potential offers from prospects in a timely manner.
- Prior to City Manager review, ensure all offers are properly executed;
 - Adams Cameron & Co REALTORS will ensure that all offers are properly executed prior to review by City Manager.
- Handle other customary activities and services associated with real estate transactions.
 - Adams Cameron & Co REALTORS will handle other customary activities and services associated with real estate transactions.
- Broker's licenses preferred, but not mandatory.
 - Adams Cameron & Co REALTORS is a family-owned licensed real estate brokerage that has been continuously serving Volusia County since 1963.
 - Broker's license can be found in the appendix.

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the Florida Department of Business and Professional Regulations and local real estate commissions/associations.
 - Adams Cameron & Co REALTORS is licensed and in good standing with the Florida Department of Business and Professional Regulations and local real estate commissions/associations as evidenced by the broker's license located in the appendix.
- Must have an excellent reputation in the real estate community.
 - Adams Cameron & Co REALTORS has an excellent reputation in the real estate community as evidenced by our continuous 56 years serving Volusia County buyers and sellers, resulting in Adams Cameron & Co REALTORS' designation as the area's largest real estate company.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial and industrial properties.
 - Adams Cameron & Co REALTORS is extensively knowledgeable in the local real estate market and has extensive experience with small and large commercial and industrial properties.
- Must be knowledgeable in the use of all public real estate records maintained by the County Assessor and County Clerk & Recorder.
 - Adams Cameron & Co REALTORS, via our founders, management team, title company, and ~300 active real estate agents and ~100 referral agents, is knowledgeable in the use

of all public real estate records maintained by the County Assessor and County Clerk & Recorder. Our management team, real estate agents, and title company must utilize these records on a regular basis to complete sales and purchase transactions.

- Knowledge and experience in the acquisition and sale of government owned property is desired.
 - Adams Cameron & Co REALTORS, as a result of our longevity and reputation in the community, has knowledge and experience in the acquisition and sale of government owned property to include:
 - Assisted in the sale of 26 properties for the expansion of Halifax Hospital
 - Assisted with the sale of the former Florida Hospital Memorial site at 875 Sterthaus, Ormond Beach
 - Assisted in the sale of Ormond Crossings
 - Assisted in the purchase of land for Security First
 - Assisted with the sale and purchase of property for Mid-Florida Housing Authority
 - Assisted in the relocation of Father Lopez High School
 - Assisted in the acquisition of warehouse space for the County of Volusia
 - Assisted in the acquisition of communal parking in the downtown district of Daytona Beach
 - Assisted in the sale of bank owned properties (REO)
 - Assisted in the sale of property for BBraun Medical
- Must have at least (10) years of full time commercial real estate experience.
 - Adams Cameron & Co REALTORS has represented commercial real estate buyers and sellers for over 40 years.

GENERAL TERMS AND CONDITIONS

A)

Licenses

The Realtor-Broker is required to possess the professional license and any other authorizations necessary to carry out and perform the work required pursuant to applicable Federal, State and Local Law, Statutes, Ordinances, and rules of any kind.

If required and/or requested, copies of the licenses must be submitted with the bid response indicating that the bid entity is properly licensed to perform the professional tasks included in the contract documents. A Realtor-Broker must have an office in Volusia County as well as a business tax receipt and certificate of use.

A copy of Adams Cameron Broker's license, business tax receipt and certificate of use are included in the appendix. Adams Cameron maintains nine offices throughout Volusia County from east side to west side and from north to south.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9426.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as 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; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Realtor-Broker shall be legally considered an independent contractor, and that neither the Realtor-Broker nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Assignment

The Realtor-Broker shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

F) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this RFP, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

G) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**. If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under

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the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

I) Public Entity Crime

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

J) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

K) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

L) Awarded Contractor(s)

All required payments will occur at closing

M) **Commission Percentage** The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment Form (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City of Holly Hill contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded or the lease is executed and entered into by the parties and the first rental installment and all deposits have been paid.

a. EVALUATION OF REQUEST FOR PROPOSALS:

All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Holly Hill, or any member of the RFP Selection Committee. The RFP Selection Committee is comprised of City Department Heads who will evaluate the proposals and weight results based of the categories listed below.

Evaluation Criteria Possible Points Qualifications/Experience and Reference

1. Experience in the Northeast Volusia County area;

Adams Cameron & Co. REALTORS has extensive real estate experience in all areas of Volusia County, particularly the Northeast area.

2. Experience representing governmental entities

Adams Cameron & Co. REALTORS has experience representing governmental entities such as Halifax Hospital, Ormond Crossings, Security First, the City of Daytona Beach and the County of Volusia.

3. Local real estate market, public land and right of way, and government real estate knowledge,

Adams Cameron & Co. REALTORS has extensive knowledge of the local commercial and residential real estate market, public land, right of way and government as it relates to real estate.

4. The character, integrity, reputation, judgment, experience and efficiency of the proposer;

The character, integrity, reputation, judgment, experience and efficiency of Adams Cameron & Co. REALTORS are without question, hence, our 56 year legacy in this community.

5. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;

Adams Cameron & Co. REALTORS possesses the professional licensure, and personnel, necessary to perform the skilled services required by law to assist the City of Holly Hill to sell commercial and residential property.

6. Responsiveness of client references;

Four client references are included in this application as requested.

Additionally, resumes of REALTORS who will be assisting with the sale of City owned property are also included in the appendix.

45 Maximum

Ability to meet Scope of Services

1. Responsiveness of the proposal related to the Scope of Services;

Please see additional Power Point.

2. The ability, capability and skill of the proposer to perform the contract,

including the range of services offered.

Please see additional Power Point.

45 Maximum

Price Proposal 10 Maximum **Total Possible Points 100 Maximum points**

Formal Oral Presentations/Interviews (If Required): The City may choose to conduct oral interviews with, or receive presentations from one or more of the proposers. If the City so chooses, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

- The City's Economic Development Director will establish the schedule and proposers will be notified via email at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Right to Negotiate The City of Holly Hill reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, the City reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached.

Final Recommendations: After presentation are completed, the RFP Review Committee will determine a final ranking of proposers they consider to be most capable of performing the required project in the best interest of the City. Based upon these recommendations, the City Manager will create an agenda item with recommendation to the City Commission. The City Commission's decision will be final.

Time Schedule For Selection Release of RFP: **October 2, 2019**

Non-Mandatory pre-proposal meeting: **October 22, 2019 - 10:00 am**

Last Day for questions: **October 22, 2019 before 5:00 pm** Request

For Proposals Due: **October 29, 2019 before 4:00 pm** City

Commission Hearing: **November 12, 2019**

b. Contract Term / Completion Time: The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with additional one (1) year renewal options. Contract will require City Council approval.

c. Delivery of Bids

All bids are to be delivered before 5:00 p.m., local time, on or before **Tuesday October 29, 2019** to:

**City of Holly Hill City
Clerk 1065 Ridgewood
Ave. Holly Hill, Florida
32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copy and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

CONFLICT OF INTEREST AFFIDAVIT

By signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company Address: 444 Seabreeze Blvd., Ste 670, Daytona Beach FL 32118



Authorized Signature

John J. Adams, 386.253.8044

Email Fax No. 386.253.8944

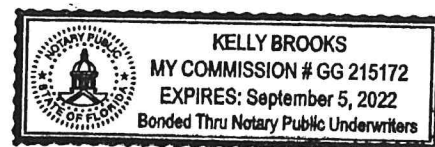
State of Florida City of Daytona
Beach

SUBSCRIBED AND SWORN to before me this 4th day of November 2019 , by John J. Adams, who is personally known to me to be the for the Firm.

Notary Public



My Commission Expires:



PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY OR PREVIOUSLY UNDER CONTRACT:

Previous Projects Contract Amount

\$

\$

\$

If Applicable,

Government Projects Name of City Contract Amount

\$

\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you? No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FINANCIAL REFERENCES:

Bank(s) Maintaining:

Seacoast National Bank, 175 W. Granada Blvd, Ormond Beach FL 32174
386.898.0303

Fairwinds Credit Union, 2222 SR 44, New Smyrna Beach FL 32168
386.428.2299

Surety/Underwriter: Certificate of Insurance attached

TYPE OF FIRM:

Corporation/Years in Business: 56 years . If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company Address: 444 Seabreeze Blvd., Ste 670, Daytona Beach FL 32118



Authorized Signature, John J. Adams, President
Office: 386.253.8044, Fax: 386.253.8944

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

John J. Adams, being first duly sworn, deposes and says that:

He/she is of Adams, Cameron & Co , Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company Address: 444 Seabreeze Blvd., Ste 670, Daytona Beach FL 32118

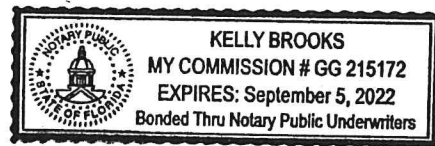


Authorized Signature, John J. Adams, President

Office: 386.253.8044, Fax: 386.253.8944

Subscribed and sworn to before me this 4th day of November, 2019 .

My Commission Expires: _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
 386-248-9441
vmanning@hollyhillfl.org
 1065 Ridgewood Ave Holly
 Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to: 1. Keep and maintain public records required by the public agency to perform the service. 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Adams, Cameron & Co.

Authorized representative (printed): John J. Adams

Authorized representative (signature):



Project Number: **RFP- Real Estate Services** Date: November 4, 2019

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Ormond Beach

Address: 22 S Beach St, Ormond Beach, FL 32174

Point of Contact: Brian Rademacher, Economic Development Director

Phone #: Email address: 386-676-3266 brian.rademacher@ormondbeach.org

Service(s) Provided: professional reference

2. Name of Company: Volusia County

Address: 123 W Indiana Ave, DeLand, FL 32720

Point of Contact: Clay Ervin, Director of Growth and Resource Management

Phone #: Email address: 386-822-5013 ervin@volusia.org

Service(s) Provided: Professional reference

3. Name of Company: Volusia County Schools

Address: 3750 Olson Drive, Daytona Beach, FL 32124

Point of Contact: Saralee Morrissey, Director of Planning

Phone #: Email address: smorriss@volusia.k12.fl.us

Service(s) Provided: represented the buyer

Dates of Service: ~2018

4. Name of Company: Mid-Florida Housing Partnership

Address: 1834 Mason Ave, Daytona Beach FL 32117

Point of Contact: Fran Gordon, Marcella Yonkosky

Phone #: 386.506.1465 Email address: myonkosky@gmail.com

Service(s) Provided: Acquiring and disposing of properties

Dates of Service: 2009-2019

5. Name of Company: AdventHealth Daytona Beach

Address: 301 Memorial Medical Parkway, Daytona Beach FL 32117

Point of Contact: Ed Noseworthy, CEO

Email address: Ed.Noseworthy@adventhealth.com

Service(s) Provided: acquisition and disposition of AdventHealth properties

Dates of Service: 2003-2019

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

By John J. Adams, President for

Adams, Cameron & Co.
444 Seabreeze Blvd., Ste 670
Daytona Beach FL 32118

and (if applicable) its Federal Employer Identification Number (FEIN) is 2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

17

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

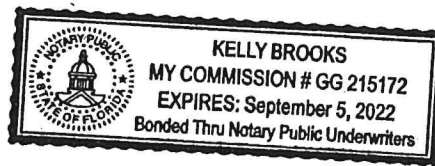

John J. Adams(Signature)

Sworn and subscribed before me this 4th day of November , 2019.

Personally known

My commission expires:





REALTOR-BROKER INFORMATION

Realtor-Broker is: John J. Adams

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Federal Employer Identification

Number: 59-1787548

Firm Name: Adams, Cameron & Co.

Mailing Address: 444 Seabreeze Blvd., Ste 670, Daytona Beach FL 32118

Telephone No: 386.253.8044

Fax No: 386.253.8944

Email Address: info@adamscameron.com

Web Address: www.adamscameron.com

Submitted by:

John J. Adams, President and Marta Pascale, Project Coordinator

INSURANCE REQUIREMENTS

INSURANCE TYPE REQUIRED LIMITS

1. Worker's Compensation Statutory Limits of Florida

Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.

2. Commercial General Liability Bodily Injury & Property Damage

(Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. **\$1,000,000** single limit per occurrence

3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to the indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

4. Automobile Liability **\$ 500,000** Each Occurrence

Owned/Non-owned/Hire
d Automobile Included

5. Other Insurance as indicated below: **\$ 1,000,000** Per Occurrence

Errors and Omissions or
Professional Malpractice Coverage

6. Aircraft Liability **\$1,000,000** each occurrence combined single limit for bodily injury liability and property damage liability.

7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

**INSURANCE
REQUIREMENTS**

9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows: City of Holly Hill 1065 Ridgewood Ave. Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company Address: 444 Seabreeze Blvd., Ste 670, Daytona Beach FL 32118


Authorized Signature John J. Adams, President

Telephone No: 386.253.8044

Email Fax No: 386.253.8944

Insurance Agency: Hayward Brown (certificate of insurance attached)

Signature of Proposer's Agent: Kelly Sullivan, 386.252.5546

EXHIBIT A**COMMISSION PERCENTAGE SHEET**

The Broker shall list a complete Commission Percentage to be referenced when proposing services for each Project assigned by the City of Holly Hill. The Broker's Compensation for each Project shall be calculated by applying the Commission Percentage and such Compensation shall represent the total consideration for all services provided by the Broker as required to support the Scope of Services and as detailed in the Project Assignment (Exhibit B) for such Project.

When the City of Holly Hill or any person acting for or on behalf of the City contracts to acquire, sell, or lease real property as specified in a Project Assignment, the Broker's Compensation as broker shall be deemed to be earned when the acquisition or sale is closed and fully funded (paid).

For the purchase or disposal of real property as specified in a Project Assignment, the Broker shall earn Compensation equal to:

1.7% for the first \$100,000 of the purchase price; 2. 6% for that portion of the purchase price exceeding \$100,000 but not exceeding \$500,000; 3. 6% for that portion of the purchase price exceeding \$500,000.

Consultant must acknowledge that it will not receive any commission payments or other compensation until the City authorizes the disposition of City property or purchase of real property.

 _____ 11-04-19
Name of Authorized Agent (John J. Adams) Date

EXHIBIT B

PROJECT ASSIGNMENT FORM In accordance with Contract **RFP #20-ED-01** between City of Holly Hill and Adams Cameron & Co ("Broker"), dated _____, and Contract #_____, the City of Holly Hill assigns to the Broker and the Broker accepts the assignment of the following Project:

Project Description and Broker Responsibilities:

Marketing/Acquisition Schedule:

District Responsibilities:

Compensation: The Broker's Compensation for the Project shall be calculated in accordance with the Commission Percentage Sheet submitted by the Broker in its response **to RFP #20-ED-01**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown, Inc. 202 Seabreeze Boulevard PO Box 265129 Daytona Beach FL 32126-5129		CONTACT NAME: Erin Kelly Sullivan PHONE (A/C, No, Ext): (386) 252-5546 FAX (A/C, No): (386) 258-2273 E-MAIL ADDRESS: kelly@haywardbrown.com	
INSURED Adams Cameron & Co. 759 W Granada Blvd. Ormond Beach FL 32174		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford INSURER B: CONTINENTAL CASUALTY CO INSURER C: HARTFORD INSURER D: Auto-Owners INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL11123006177

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAS43315127-04	05/11/2019	05/11/2020	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY			95-424428-02	07/26/2019	07/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WECAC1LDS	1/1/2019	01/1/2020	WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	REAL ESTATE AGENT E&O			RFB-249883461-18	12/10/2018	12/10/2019	LIMIT/AGGREGATE 1,000,000
	CLAIMS MADE						RETENTION 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Charlie Scrabis/EKS

ACORD 25 (2010/05)

INS025 (201005).01

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Packet Pg. 253

Attachment: RFP Adams Cameron bid response (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

John J. Adams

John Adams serves as the President of Adams, Cameron & Co. John is a native of the Daytona Beach area and attended several local schools including Seabreeze High School, Father Lopez, and St. Brendan's. From there, he went on to Florida State University where he majored in Business Management with an emphasis in Information Systems. Later, he obtained an Executive Masters of Business Administration from the Kellogg School of Business at Northwestern University in Evanston, IL.

After College, John spent six years with Arthur Andersen's Business Consulting organization where he specialized in Business Systems and Business Process Improvement. More recently, John spent five years as the Chief Operating Officer of CoolSavings, Inc., a marketing company based in Chicago. There he helped CoolSavings to grow from a startup organization with fewer than 30 people to a publicly traded company with over 330 employees.

His volunteer and affiliations include:

City of Ormond Beach: Planning Board, Development Review Board, & Historic Landmark Preservation Board

Service Organizations: Vice President for Economic Prosperity, Ormond Beach Chamber of Commerce; Board of Directors, Ormond Rotary; Board of Directors, Florida Hospital Memorial Foundation Board; State of Florida Unlicensed Practice of Law; Graduate, Ormond Leadership I; Graduate, Leadership Daytona XXV

Professional: Daytona Beach Area Association of Realtors: Chair, Technology Committee; Multiple Listing Service Committee; Realtors Political Action Committee; Legislative Committee;

Flagler County Association of Realtors: Multiple Listing Service Committee; Realtors Political Action Committee; Legislative Committee

Florida Association of Realtors; National Association of Realtors; Leading Real Estate Companies of the World, Young Guns



Marta Pascale

6314 Palmas Bay Circle - Port Orange, FL 32127 - Cell (386) 562-0590

martapascale@adamscameron.com

The difficult I do well; the challenging takes a little longer.

Resident of Volusia County for 60 years - Resident of Port Orange for 50 years

EMPLOYMENT

July 2018 - present

REALTOR® - Adams Cameron & Co., REALTORS®, Port Orange, FL

HUD, VA, FHA, Cash, Conventional

Single Family Homes, Condominiums, Vacant Land

Buyers and Sellers – Local and Out of Area

REAL ESTATE IS REALLY ABOUT MEETING THE NEEDS OF PEOPLE!

2006 – present

Independent Instructor of Private/Group Ballroom/Latin Dance

January 2016 – May 2016

Consultant, Volusia County Schools

June 2015 – May 2016

Executive Director, Volusia Association of School Administrators (VASA)

2007 – 2014 (retired)

Coordinator, Human Resources Volusia County Schools

Wrote/revised instructional/non-instructional evaluation instruments and accompanying handbooks; trainer/advisor regarding employee performance assessment

2004 – 2006

Coordinator, Middle School Services/Charter District Volusia County Schools

2003 – 2014

Coordinator, Principal Intern Program Volusia County Schools

2000 – 2004

Principal, Creekside Middle School, Port Orange, FL

1997 - 2000

Principal, Silver Sands Middle School, Port Orange, FL

1993 - 1997

Principal, Spruce Creek Elementary School, Port Orange, FL

1990 - 1993

Principal, Discovery Elementary School, Deltona, FL (large ESOL population)

1988 - 1990

Assistant Principal, Discovery Elementary School, Deltona, FL

1989 - 1990

Summer School Principal, Discovery Elementary, Deltona, FL

1983 - 1988

Teacher/Department Chairman, Silver Sands Junior High School, Port Orange, FL

1977 – 1983

Teacher, Seabreeze Junior High School, Daytona Beach, FL

EDUCATION

2008

Certified Dance Instructor in American Style Rhythm and Smooth Dances

1986

Master's in Administration and Supervision, Stetson University, DeLand, FL

1975

Bachelor's in Education, University of South Florida, Tampa, FL

HONORS

2001

Volusia County Schools **Secondary Principal of the Year, Creekside Middle School**

1996

Volusia County Schools **Elementary Principal of the Year, Spruce Creek Elem**

VOLUNTEER WORK

June 2015 – July 2016

National Secretary/Chair of Grievance Committee, USA Dance Inc.

April 2014 – June 2015

Director of Chapter Liaison for USA Dance, Inc.

2011 – 2017

**Grant Writer for Greater Daytona Chapter USA Dance #6026
(bringing in ~\$35,000 total to our chapter)**

2008 – 2018

**President, Greater Daytona Chapter USA Dance #6026
(**2011 and 2017 National Chapter of the Year**)**

PUBLISHED in American Dancer Magazine, Official Magazine of USA Dance, Inc.

2010 and 2018

2011 on cover and cover story

Marge Allison – REALTOR

**Sales Manager / REALTOR / Broker Associate
Adams, Cameron & Co. REALTORS
386.405.7979 / 386.761.6100**

Experience:

Real Estate Agent in New Jersey until coming to Florida in 1988. I have been in Real Estate sales until entering in management in 1995. My management details consist of mentoring new agents and experienced agents in both Ormond Beach and Port Orange with over 100 agents under my guidance. Part of my involvement is teaching new agents techniques in working with sellers and buyers.

Current and Past Activities

Past President of The Dayton Beach Area Association of REALTORS; currently a Director.

Other positions held:

- Several terms as Director
- Secretary
- President Elect
- Committee Chair on numerous committees
- Presently Director Liason for the Member Services committee
- Realtor Attorney , Grievance and MLS Committees
- Working with Mid-Florida Housing Partnership in acquiring and selling of their property portfolio

Community Involvement and Charities

- Ormond Beach Chamber and Women's Council of REALTORS
- Daytona Beach Street Rods
- American Cancer Society
- American Heart Association
- Back Packs for Children
- March of Dimes
- Ormond Mainstreet

Honors and Awards

- Twice honored as REALTOR of the Year
- Honorary Lifetime Member

Daniel F Lyonnais
600 S Atlantic Ave
Daytona Beach
Phone: 386-852-7932
Email: danlyonnais@adamcameron.com

PROFESSIONAL PROFILE

Licensed commercial real estate professional with 12+ years' experience in a multitude of commercial real estate disciplines and long list of satisfied clients. Vacant land, retail and industrial investment properties, business opportunity and evaluations, and tenant representation have all been staples in my business. As a seasoned commercial real estate agent I provide my commercial buyers with market demographic studies, environmental research and financial analysis. Prior to real estate I purchased, developed and operated one of the top restaurants and marina on the east coast of Florida. I also was a long-standing multi-unit franchisee for two of the largest fast-food franchises in the world. As a former restaurateur I am an expert in development, operational systems, financial business evaluations and forecasting.

PROFESSIONAL EXPERIENCE

Adams Cameron & Company 2007 – 2019

Works exclusively within the commercial arena including site selection, land development, gas stations, multi-family, warehouse, HUD-housing, official and industrial property types in the areas of acquisition, disposition, and leasing, property management and sales of business opportunities.

2019-CCIM Candidate

Dick McNerney

Dick McNerney is a native of Daytona Beach, Florida and has been active in the local real estate market for the past 36 years. He entered the real estate business in 1976 with the Hayward Brown Real Estate Company. August of 1978 was invited to join Consolidated Tomoka Land Company where he established their Real Estate Marketing Division known today as Indigo Lakes Realty. During Dick's tenure with Consolidated he was responsible for all commercial-industrial real estate sales and marketing. August of 1985 McNerney returned to the Hayward Brown Real Estate Company to represent their commercial-industrial real estate division. November 2009, McNerney joined Adams Cameron & Company and currently represent their commercial-industrial real estate division.

The following is a list of organizations that Dick has represented in either the sale or purchase of real estate in Volusia County, Florida:

Lockheed Martin

GE Aerospace

International Speedway Corporation

General Dynamics

Embry Riddle Aeronautical University

Catholic Diocese of Orlando

Work Force Development Board

Ocean Design/Teledyne

Raydon Corporation

The Daytona Beach Housing Authority

Masco Contractor Services

Walmart Corporation

Eddy Corporation

Marta Pascale

6314 Palmas Bay Circle - Port Orange, FL 32127 - Cell (386) 562-0590

martapascale@adamscameron.com

The difficult I do well; the challenging takes a little longer.

Resident of Volusia County for 60 years - Resident of Port Orange for 50 years

EMPLOYMENT

July 2018 - present

REALTOR® - Adams Cameron & Co., REALTORS®, Port Orange, FL

HUD, VA, FHA, Cash, Conventional

Single Family Homes, Condominiums, Vacant Land

Buyers and Sellers – Local and Out of Area

REAL ESTATE IS REALLY ABOUT MEETING THE NEEDS OF PEOPLE!

2006 – present

Independent Instructor of Private/Group Ballroom/Latin Dance

January 2016 – May 2016

Consultant, Volusia County Schools

June 2015 – May 2016

Executive Director, Volusia Association of School Administrators (VASA)

2007 – 2014 (retired)

Coordinator, Human Resources Volusia County Schools

Wrote/revised instructional/non-instructional evaluation instruments and accompanying handbooks; trainer/advisor regarding employee performance assessment

Coordinator, Middle School Services/Charter District Volusia County Schools

Coordinator, Principal Intern Program Volusia County Schools

2004 – 2006

Principal, Creekside Middle School, Port Orange, FL

2003 – 2014

Principal, Silver Sands Middle School, Port Orange, FL

2000 – 2004

Principal, Spruce Creek Elementary School, Port Orange, FL

1997 - 2000

Principal, Discovery Elementary School, Deltona, FL (large ESOL population)

1993 - 1997

Assistant Principal, Discovery Elementary School, Deltona, FL

1990 - 1993

Summer School Principal, Discovery Elementary, Deltona, FL

1988 - 1990

Teacher/Department Chairman, Silver Sands Junior High School, Port Orange, FL

1989 - 1990

Teacher, Seabreeze Junior High School, Daytona Beach, FL

1983 - 1988

1977 – 1983

EDUCATION

2008

Certified Dance Instructor in American Style Rhythm and Smooth Dances

1986

Master's in Administration and Supervision, Stetson University, DeLand, FL

1975

Bachelor's in Education, University of South Florida, Tampa, FL

HONORS

2001

Volusia County Schools **Secondary Principal of the Year, Creekside Middle School**

1996

Volusia County Schools **Elementary Principal of the Year, Spruce Creek Elem**

VOLUNTEER WORK

June 2015 – July 2016

National Secretary/Chair of Grievance Committee, USA Dance Inc.

April 2014 – June 2015

Director of Chapter Liaison for USA Dance, Inc.

2011 – 2017

Grant Writer for Greater Daytona Chapter USA Dance #6026

(bringing in ~\$35,000 total to our chapter)

2008 – 2018

President, Greater Daytona Chapter USA Dance #6026

(2011 and 2017 National Chapter of the Year)

PUBLISHED in American Dancer Magazine, Official Magazine of USA Dance, Inc.

2010 and 2018

2011 on cover and cover story

Marge Allison – REALTOR

**Sales Manager / REALTOR / Broker Associate
Adams, Cameron & Co. REALTORS
386.405.7979 / 386.761.6100**

Experience:

Real Estate Agent in New Jersey until coming to Florida in 1988. I have been in Real Estate sales until entering in management in 1995. My management details consist of mentoring new agents and experienced agents in both Ormond Beach and Port Orange with over 100 agents under my guidance. Part of my involvement is teaching new agents techniques in working with sellers and buyers.

Current and Past Activities

Past President of The Dayton Beach Area Association of REALTORS; currently a Director.

Other positions held:

- Several terms as Director
- Secretary
- President Elect
- Committee Chair on numerous committees
- Presently Director Liason for the Mermber Services committee
- Realtor Attorney , Grievance and MLS Committees
- Working with Mid-Florida Housing Partnership in acquiring and selling of their property portfolio

Community Involvement and Charities

- Ormond Beach Chamber and Women's Council of REALTORS
- Daytona Beach Street Rods
- American Cancer Society
- American Heart Association
- Back Packs for Children
- March of Dimes
- Ormond Mainstreet

Honors and Awards

- Twice honored as REALTOR of the Year
- Honorary Lifetime Member

Daniel F Lyonnais
600 S Atlantic Ave
Daytona Beach
Phone: 386-852-7932
Email: danlyonnais@adamcameron.com

PROFESSIONAL PROFILE

Licensed commercial real estate professional with 12+ years' experience in a multitude of commercial real estate disciplines and long list of satisfied clients. Vacant land, retail and industrial investment properties, business opportunity and evaluations, and tenant representation have all been staples in my business. As a seasoned commercial real estate agent I provide my commercial buyers with market demographic studies, environmental research and financial analysis. Prior to real estate I purchased, developed and operated one of the top restaurants and marina on the east coast of Florida. I also was a long-standing multi-unit franchisee for two of the largest fast-food franchises in the world. As a former restaurateur I am an expert in development, operational systems, financial business evaluations and forecasting.

PROFESSIONAL EXPERIENCE

Adams Cameron & Company 2007 – 2019

Works exclusively within the commercial arena including site selection, land development, gas stations, multi-family, warehouse, HUD-housing, official and industrial property types in the areas of acquisition, disposition, and leasing, property management and sales of business opportunities.

2019-CCIM Candidate

Dick McNerney

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GE Aerospace

International Speedway Corporation

General Dynamics

Embry Riddle Aeronautical University

Catholic Diocese of Orlando

Work Force Development Board

Ocean Design/Teledyne

Raydon Corporation

The Daytona Beach Housing Authority

Masco Contractor Services

Walmart Corporation

Eddy Corporation

Response to Request for Proposal RFP 20-ED-01

Presented to: The City of Holly Hill

Adams Cameron & Co., REALTORS

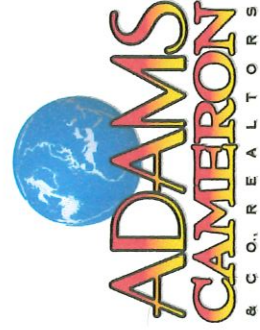
John Adams, President

444 Seabreeze Blvd.

Daytona Beach, FL 32114

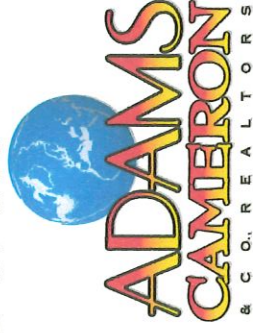
386-253-8044

johnadams@adamscameron.com



About Adams Cameron & Co. REALTORS

- Three generations family-owned and operated
- Continuously serving the area *since 1963!*
- Experienced Management Team
- Largest real estate brokerage in the area
- More agents than any other broker in the area
- Advertising locally and globally
- Member of the Leading Real Estate Companies of the World network



Our Beginning: 1963

HELEN ADAMS, REALTOR & ASSOCIATES
REALTY, INC.

319 N. Atlantic Ave.
Daytona Beach, Fla. 32018
Tel. AC 904/255-0491

Complements of
HELEN ADAMS, REALTOR & ASSOCIATES

YOUR FREE COPY

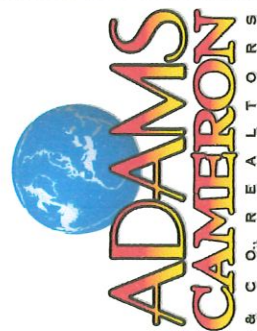
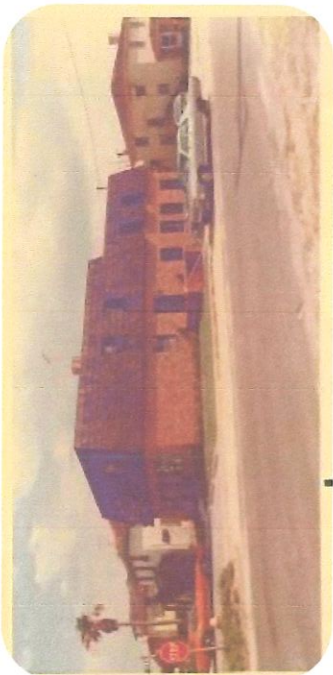
HELEN ADAMS, REALTOR & ASSOCIATES
EXTRA
CRUNCH CRUNCHED
SELECTED BY NABA

EXTRA
CRUNCH CRUNCHED
SELECTED BY NABA

EXTRA
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SELECTED BY NABA

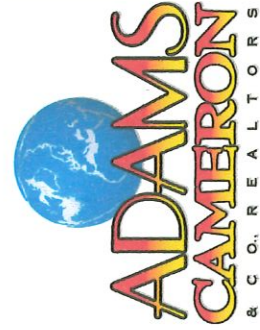
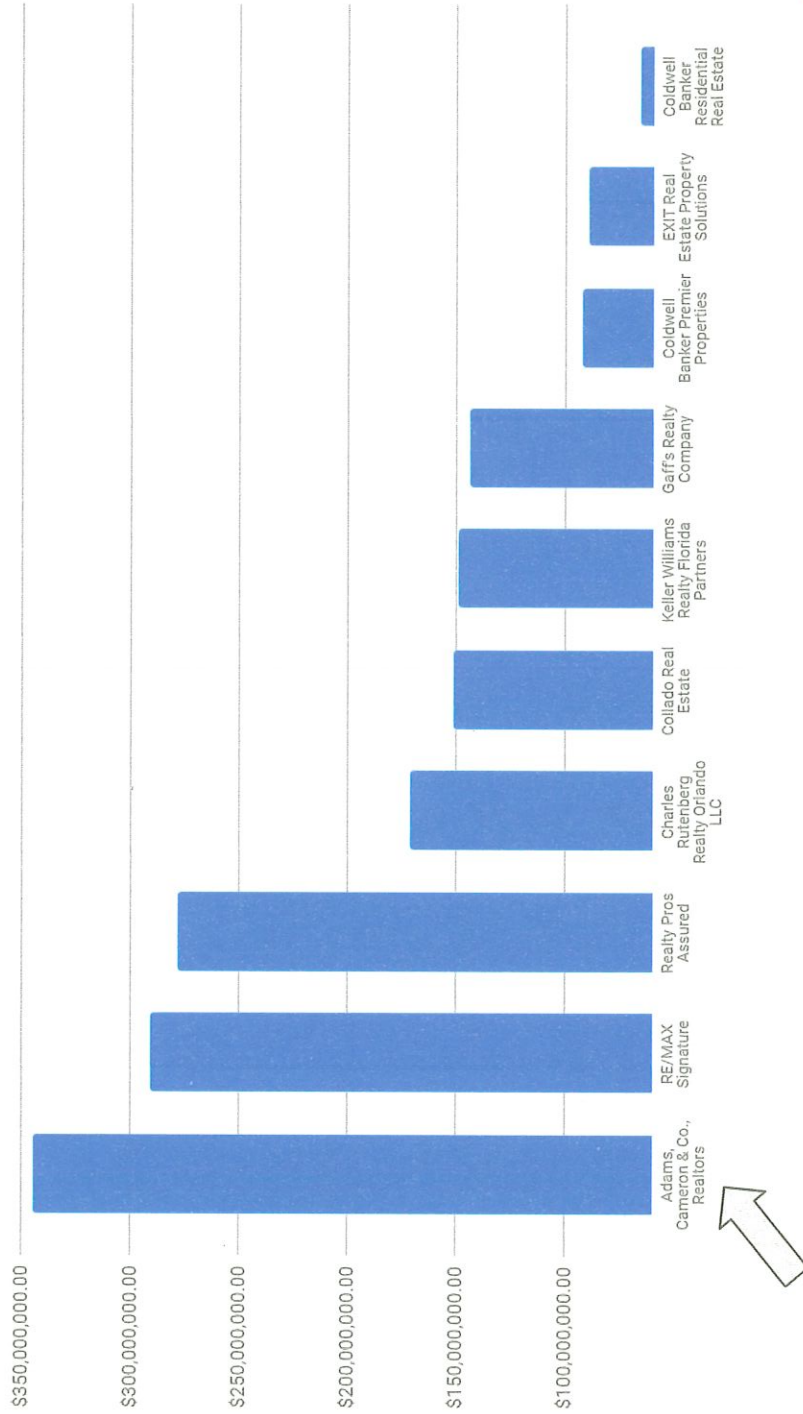


Helen Adams, founder



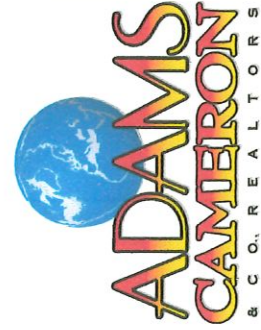
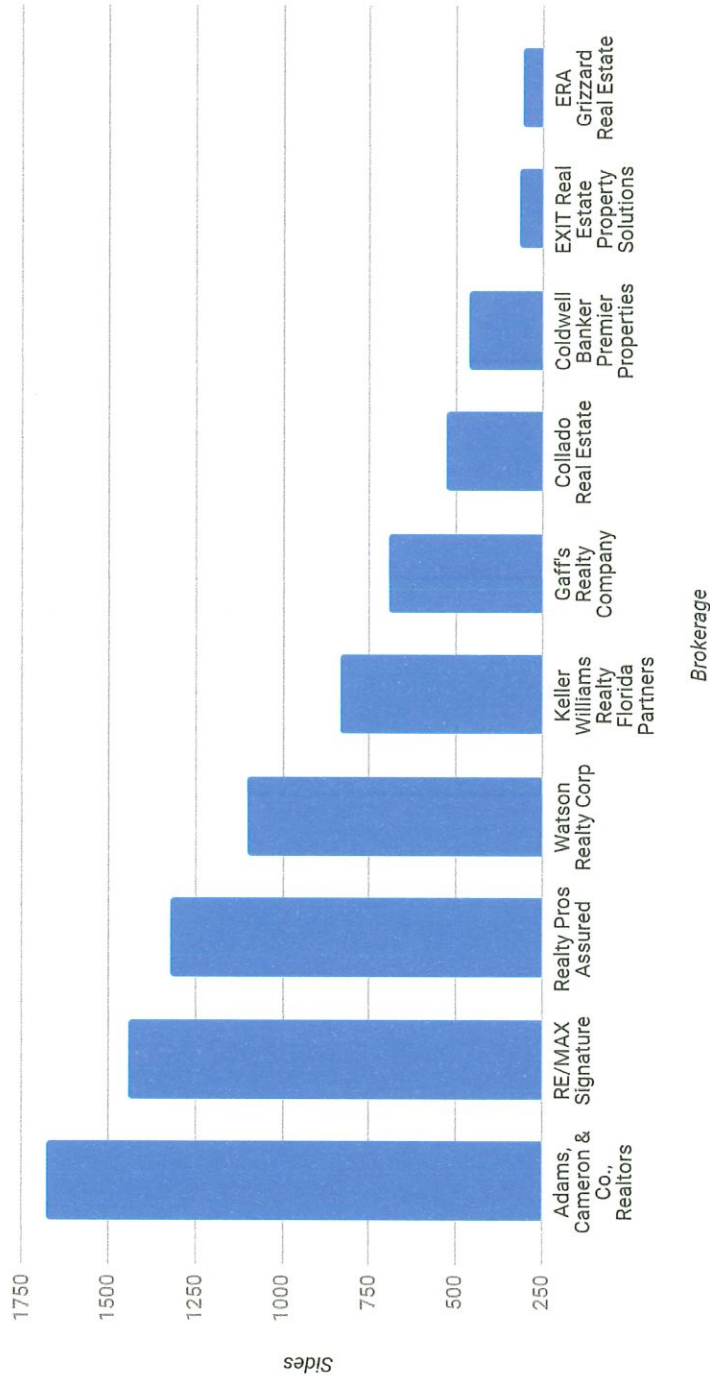
Source: MFRMLS and Daytona MLS raw data

Sales Volume 2018

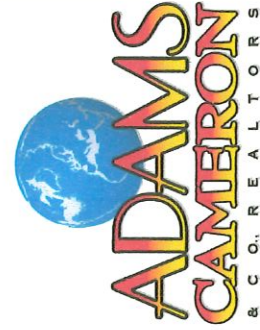
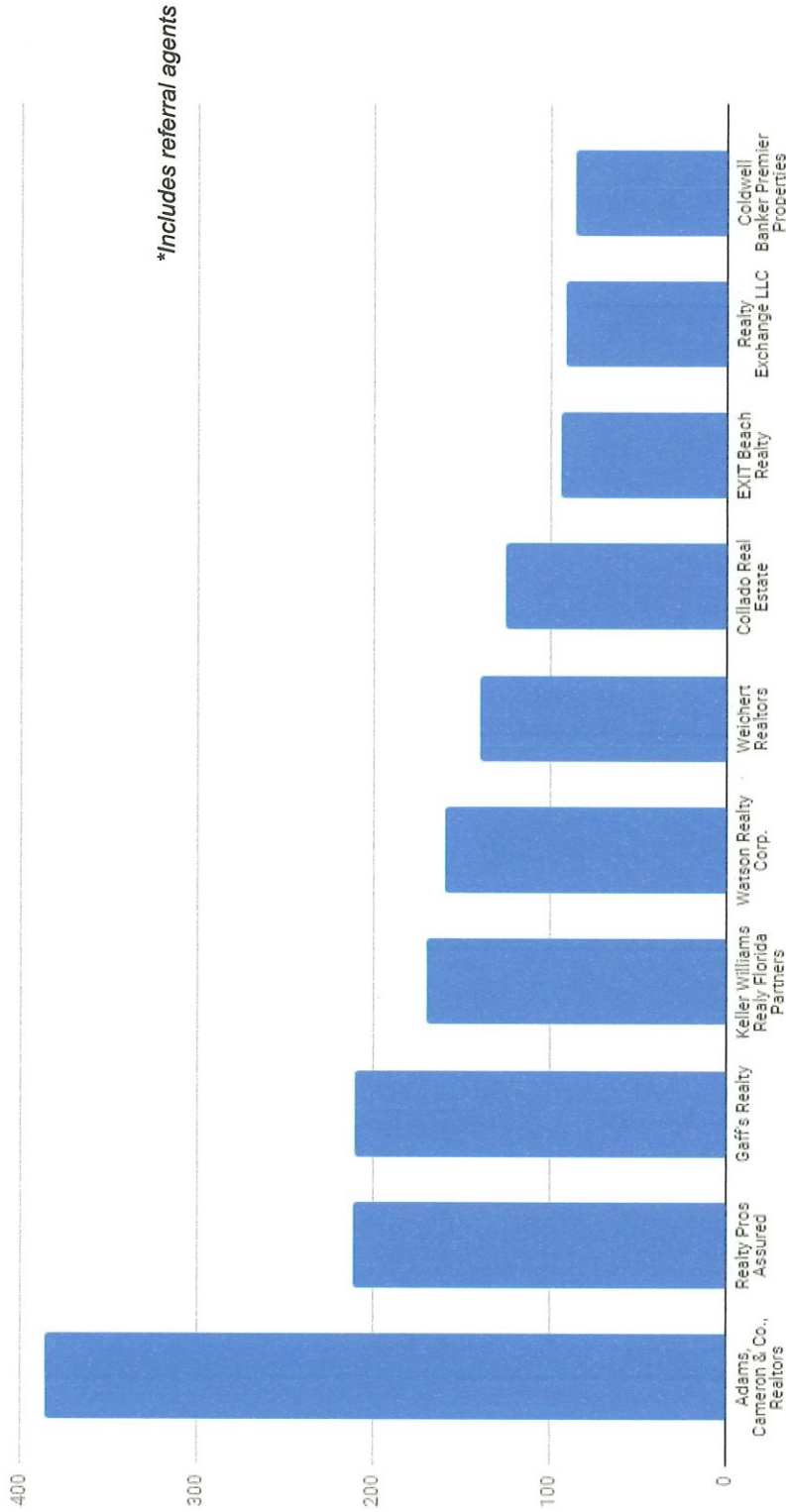


Source: MFRMLS and Daytona MLS raw data

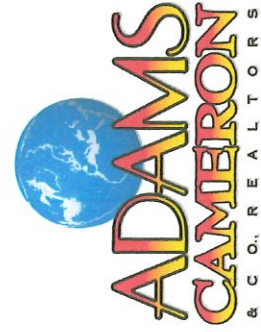
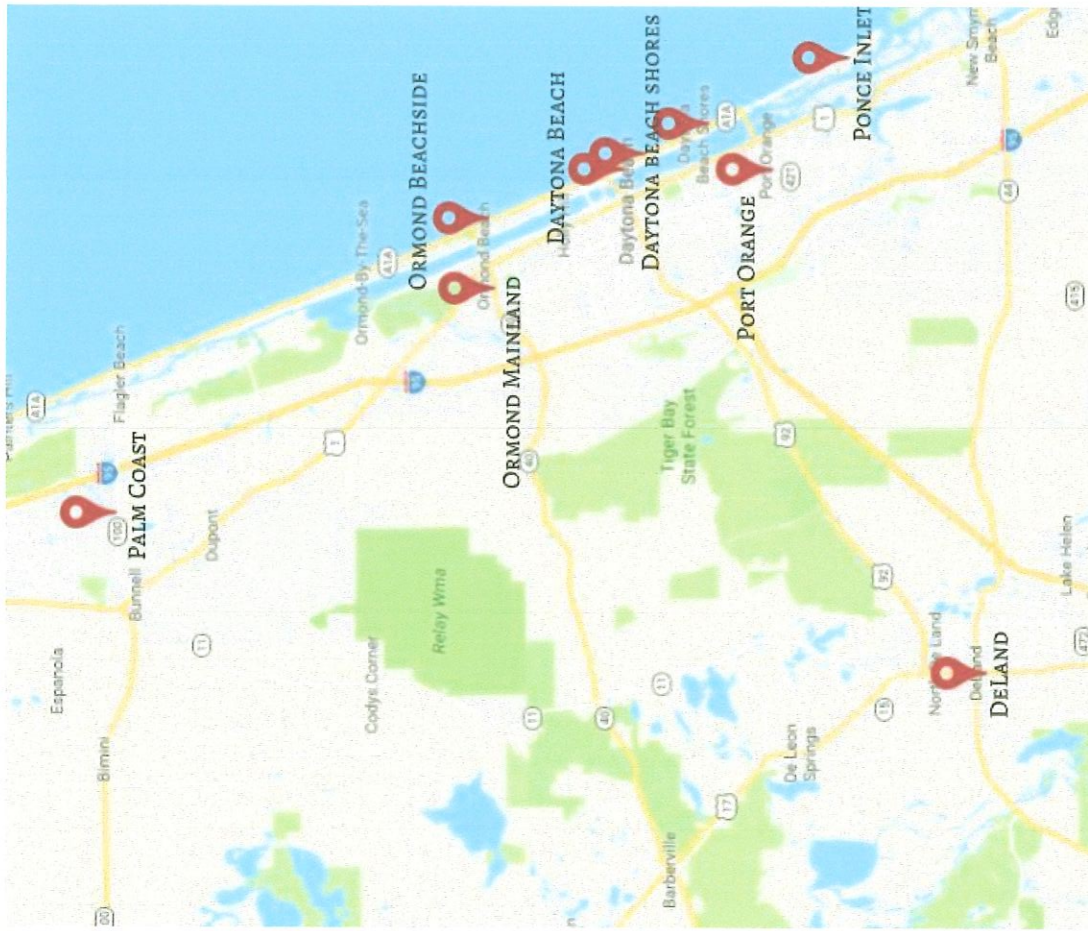
Transaction Sides 2018



Agent Count Source: Book of Lists 2018



Nine Office Locations



300+
REAL ESTATE
AGENTS


9 OFFICE
LOCATIONS

AGENT SUPPORT
11+
TEAM MEMBERS

6TH LARGEST
AREA FAMILY OWNED
BUSINESS

100+
REALTY
REFERRAL
AGENTS


55 years
OF SERVICE

40+
HOURS OF
LIVE + IN PERSON
AGENT TRAINING
EACH MONTH

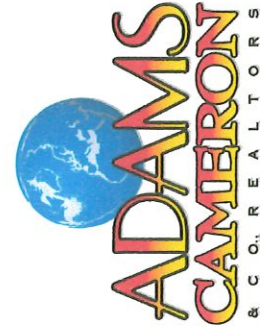
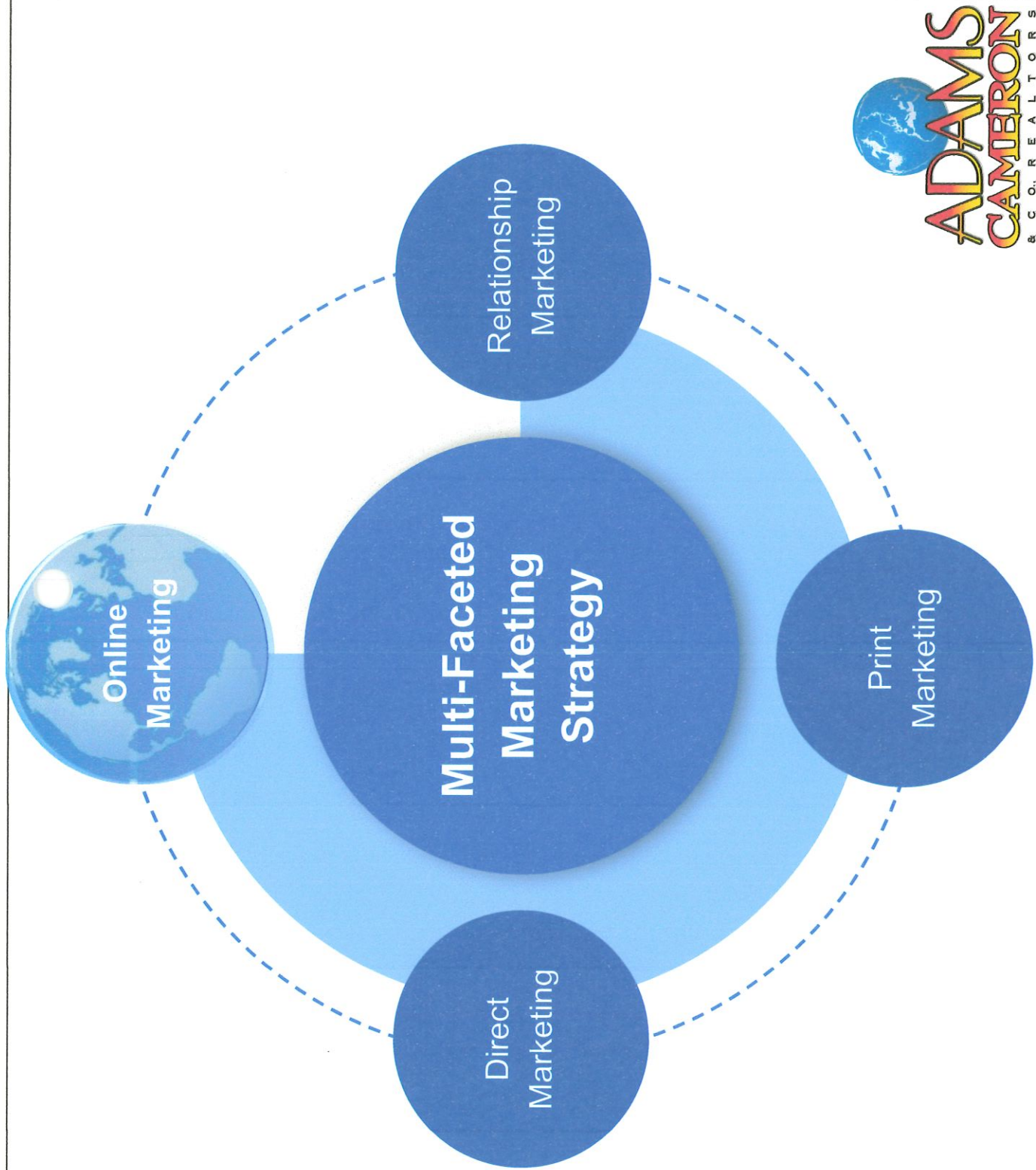

CONNECTED TO
565
INDEPENDENT FIRMS
ACROSS THE GLOBE

#1 LARGEST AREA
REAL ESTATE FIRM

THE
STRENGTH
IS IN THE
NUMBERS



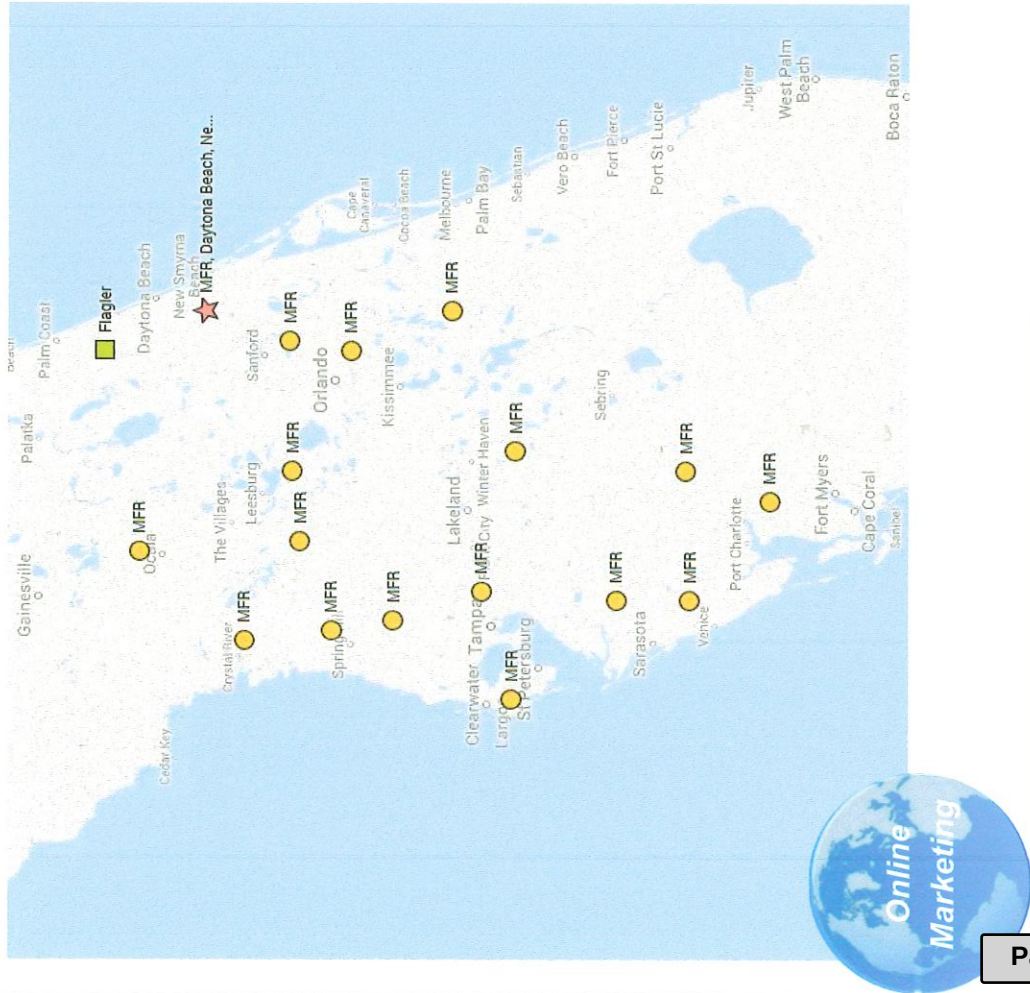
**ADAMS
CAMERON**
& C O., R E A L T O R S



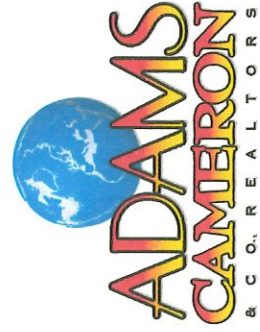


Better MLS Coverage

MyFloridaRegional, Daytona Beach, New Smyrna, and Flagler



- The Volusia/Flagler market has four separate MLS's.
- We cover all of the local systems.
- Our MLS coverage extends beyond our local area to include Orlando, Tampa, and beyond.



Stella Gurnee <sgurnee@hollyhillfl.org>**Re: Real Estate bid RFP 20-ED01 Clarification**

1 message

Marta Pascale <martapascale@adamscameron.com>
To: Stella Gurnee <sgurnee@hollyhillfl.org>

Fri, Nov 8, 2019 at 12:39 PM

Thank you, Stella. Marta

On Fri, Nov 8, 2019 at 9:10 AM Stella Gurnee <sgurnee@hollyhillfl.org> wrote:

Thank you Marta. This seems consistent with the other offer. I'll notify you when we plan on presenting to Commission for their approval. We anticipate November 26, 2019.

Stella

On Fri, Nov 8, 2019 at 8:53 AM Marta Pascale <martapascale@adamscameron.com> wrote:

Stella, since Adams Cameron is a large brokerage with hundreds of agents, the broker makes a small percentage on real estate transactions which, in part, covers the cost of doing business, with the larger percentage earned by the listing agents and buyers' agents. With that in mind, Adams Cameron can agree to 5% on Holly Hill's commercial and residential transactions when the listing agent also serves as the buyer's agent. To be clear, by way of example, if I am the listing agent and I find the buyer, Adams Cameron will accept 5%. If I am the listing agent and another Adams Cameron agent finds the buyer, the commission will remain 7% for commercial transactions and 6% for residential transactions. When Adams Cameron lists the property and an agent from another brokerage finds the buyer, percentages will remain 7% on commercial and 6% on residential properties. Please feel free to call me if you have any questions.

Thank you. Marta

On Thu, Nov 7, 2019 at 4:49 PM Stella Gurnee <sgurnee@hollyhillfl.org> wrote:

Thanks!

On Thu, Nov 7, 2019 at 4:34 PM Marta Pascale <martapascale@adamscameron.com> wrote:

Hello, Stella, I am checking. Will get back to you asap... May be tomorrow. Marta

On Thu, Nov 7, 2019 at 2:25 PM Stella Gurnee <sgurnee@hollyhillfl.org> wrote:

Hi Marta,

I got your phone message and understand that if there is a buyer and a seller agent/broker involved that you split the commission. As I look closer at the other submitter's bid it states the following:

"If (name of agent/broker) is the only broker involved in a sale of lease we will charge a compensation of (five) 5%."

Would your firm be willing to meet this offer if there is no buyer agent/broker?

Thanks!

Stella

On Thu, Nov 7, 2019 at 5:51 AM Marta Pascale <martapascale@adamscameron.com> wrote:

Stella, thank you for allowing Adams Cameron to clarify and respond regarding the RFP. Correct percentages are 7%, 6% and 6%.

Because commercial properties are usually listed at 8% - 10% commission and because the commission is shared between listing broker and listing agent and buyer's broker and buyer's agent and because of the time, effort and resources that Adams Cameron puts into our listings, the percentages offered remain at 7%, 6% and 6%.

Thank you and have a good day.

Marta Pascale, REALTOR with Adams Cameron & Co.
386-562-0590

On Wed, Nov 6, 2019 at 3:37 PM Stella Gurnee <sgurnee@hollyhillfl.org> wrote:

Marta,

Please clarify your firm's submission on exhibit A Commission Percentage sheet attached. Some of the review committee interpreted the % as follows:

- 1.7% for the first \$100,000
- 2.6% for exceeding \$100,000 but not exceeding \$500,000
- 3.6% for the portion exceeding \$500,00

Other committee members interpreted as follows:

- 1. 7% for the first \$100,000
- 2. 6% for exceeding \$100,000 but not exceeding \$500,000
- 3. 6% for the portion exceeding \$500,00

Please clarify for us. If it is the second scenario, would your firm be willing to negotiate to a commission of 5% if your firm had exclusive broker representation rights during the contract period. Another firm that bid offered this option.

--

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

--



Marta Pascale, REALTOR
Adams, Cameron & Co., REALTORS
Since 1963!
1100 Dunlawton Ave., Port Orange, FL
martapascale@adamscameron.com
(C) 386-562-0590
(O) 386-761-6100
<http://martapascale.adamscameron.com>

--

Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

Attachment: RFP Adams Cameron bid response (2771 : Recommendation of Award for RFP 20-ED-01 Real Estate Services)

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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

9.1

MEETING DATE: November 26, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Expressing Support for the ECHO Grant Application for Pictona at Hollyland Park Located at 1082 Ridgewood Avenue, Holly Hill, Florida; and Providing for an Effective Date.
NUMBER: 2019-R-85
APPLICANT:
PLANNER:

DISCUSSION:

The ECHO Grant program provides grant funds for projects that enhance the quality of life in Volusia County by insuring the availability of environmental, cultural, historical and outdoor recreational opportunities. City staff has reviewed and prepared the grant application for the fiscal year 2019-2020.

The proposed project for the ECHO application is known as Pictona at Hollyland Park, which is currently be constructed in the park.

FISCAL

ANALYSIS:

The total cost of this phase is \$800,000 of which the city is asking for \$400,000 in ECHO funds. The 1:1% match is comprised of \$200,000 of unencumbered cash; \$200,000 is comprised of a combination of previously spent cash and land value.

Should the total project costs exceed the budgeted amount, said funds shall be paid out of the existing contingency in the General Fund.

STAFF RECOMMENDATION:

Approve the Resolution and the submittal of the ECHO Grant application for Pictona at Hollyland Park.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVE THE SUBMITTAL OF THE FISCAL YEAR 2019-2020 ECHO GRANT APPLICATION FOR PICTONA AT HOLLYLAND PARK.

Resolution No. 2019-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, EXPRESSING SUPPORT FOR THE ECHO GRANT APPLICATION FOR PICTONA AT HOLLYLAND PARK LOCATED AT 1082 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, EXPRESSING SUPPORT FOR THE ECHO GRANT APPLICATION FOR PICTONA AT HOLLYLAND PARK LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In 2000, the voters of Volusia County approved the Volusia ECHO initiative, which provides grants to not-for-profits, municipalities and county departments; and

WHEREAS, The program provides grant funds for projects that enhance the quality of life in Volusia County by insuring the availability of environmental, cultural, historical and outdoor recreational opportunities; and

WHEREAS, City staff has reviewed and prepared the grant application for the fiscal year 2019-2020; and

WHEREAS, the proposed project for the ECHO Application known as Pictona At Hollyland Park is to be constructed at 1066 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, the total cost of this phase is \$800,000 of which we are asking for \$400,000 in ECHO funds. The 1:1% match is comprised of \$200,000 of unencumbered cash; \$200,000 is comprised of a combination of previously spent cash and land value; and

WHEREAS, should the total project costs exceed the budgeted amount, said funds shall be paid out of the existing contingency in the general fund.

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 support the ECHO Grant Application for Pictona At Hollyland Park, located at 1066 Ridgewood Avenue, Holly Hill, FL 32117.

SECTION 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

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

**APPROVED AND AUTHENTICATED on this 26th day of
NOVEMBER, 2019.**



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 26, 2019
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2018-2019; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-86
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statutes (including Chapter 166.241(3)(C)(B)) provides that the City Commission shall adopt a final budget and all adjustments within 60 days following the end of the fiscal year after the end of the fiscal year, the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the City Charter.

FISCAL ANALYSIS:

The requested final budget adjustments are shown on Attachment “A”. The major changes include:

- Reducing the budget for the Local Gas Tax (002) fund by \$1,000,000 due to the internal loan from Solid Waste fund not used for paving in fiscal year 2019. These funds were not budgeted in the Solid Waste fund. However, we are requesting that these funds along with an additional \$320,000 be allocated from the Solid Waste (495) Fund to the Hurricane Matthew fund which is in a negative cash balance on September 30, 2019. These funds will be repaid as Hurricane reimbursements are received.
- Increasing budgeted transfers in the CRA (130) Fund by \$1,350,000 to insure the funding for projects are available in the CRA Projects (139) Fund, including the \$1,000,000 reserve for the Pickle ball project.
- Adjustments from \$4,000 to \$10,000 decreasing budgets in various Water and Sewer funds and Stormwater funds are being requested due to revenue shortfalls.
- A budget decrease is requested in the Stormwater Reserve (463) of \$1,325,000. These funds were budgeted from cash carryovers however, the cash in this fund carried over is only \$163,000 and is not required to be greater.
- A budget decrease is requested for the for the Insurance (502) Fund and the Employee benefit (504) fund to close these internal service funds totaling \$1,211,530. These funds

are not required and will simplify and reduce the number of accounting entries.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the Resolution Final Year End Appropriations for Fiscal Year 2018-2019.

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 and Final Year End Appropriations for Fiscal Year 2018-2019.

ATTACHMENTS:

- FINAL YEAR END SUMMARY OF FUNDS 19-20 (PDF)

Resolution No. 2019-86**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND 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 FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the amended appropriations and revenue estimate for the Budget for Fiscal Year 2018-2019.

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

SECTION 1. The Fiscal Year 2018-2019 final Budget shall be amended per “Attachment A”.

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 26th day of NOVEMBER, 2019.

Revised Attachment "A"

FINAL AMENDED FY 2018 - 2019 BUDGET

REVENUES AND EXPENSES FY 2018 - 2019	AMENDED BUDGET	FINAL AMENDED BUDGET	VARIANCE
001 - GENERAL FUND	\$ 9,908,070	\$ 9,908,070	\$ -
002 - LOGT 2nd	\$ 1,617,600	\$ 617,600	\$ (1,000,000)
004 - BUILDING AND ZONING	\$ 324,789	\$ 324,789	\$ -
006 - FIRE DONATIONS	\$ -	\$ -	\$ -
010 - FEMA HURRICANE MATTHEW	\$ -	\$ 1,320,000	\$ 1,320,000
015 - FEMA HURRICANE IRMA	\$ -	\$ -	\$ -
101 - POLICE IMPACT FEES	\$ 70,225	\$ 70,225	\$ -
102 - FIRE IMPACT FEES	\$ 48,620	\$ 48,620	\$ -
103 - ROAD IMPACT FEES	\$ 109,725	\$ 109,725	\$ -
104 - PARK IMPACT FEES	\$ 2,799	\$ 2,799	\$ -
110 - LAW ENFORCEMENT TRUST	\$ 42,625	\$ 42,625	\$ -
115 - EXPLORERS	\$ 3,447	\$ 3,447	\$ -
130 - CRA	\$ 2,910,517	\$ 4,260,517	\$ 1,350,000
135 - CRA FOUNTAIN HEAD	\$ 552,120	\$ 552,120	\$ -
139 - CRA CAPITAL PROJECTS	\$ 2,800,000	\$ 2,800,000	\$ -
301 - CAPITAL PROJECTS	\$ 3,618,589	\$ 3,618,589	\$ -
400 - WATER & SEWER	\$ 7,304,558	\$ 7,304,558	\$ -
401 - WATER IMPACT FEES	\$ 387,464	\$ 377,464	\$ (10,000)
402 - SEWER IMPACT FEES	\$ 513,616	\$ 505,616	\$ (8,000)
407 - WATER & SEWER R & R	\$ 2,326,002	\$ 2,322,002	\$ (4,000)
409 - WATER & SEWER RESERVE	\$ 274,932	\$ 274,932	\$ -
460 - STORMWATER	\$ 1,147,534	\$ 1,137,534	\$ (10,000)
461 - STORMWATER CAPITAL	\$ 2,451,670	\$ 2,441,670	\$ (10,000)
463 - STORMWATER RESERVE	\$ 1,500,000	\$ 175,000	\$ (1,325,000)
495 - SOLID WASTE	\$ 2,462,072	\$ 3,812,072	\$ 1,350,000
501 - INFORMATION TECHNOLOGY	\$ 441,202	\$ 441,202	\$ -
502 - FLEET	\$ 353,024	\$ 353,024	\$ -
503 - P & C INSURANCE	\$ 223,330	\$ -	\$ (223,330)
504 - EMPLOYEE BENEFITS	\$ 988,200	\$ -	\$ (988,200)
TOTAL ALL FUNDS	\$ 42,382,730	\$ 42,824,200	\$ 441,470

Attachment: FINAL YEAR END SUMMARY OF FUNDS 19-20 (2019-R-86 : Final Year End Budget Fiscal Year 2018-2019)