

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • NOVEMBER 27, 2018

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 - NONE**3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES**

- 1. Minutes - November 13, 2018 - Regular City Commission and Installation of Newly Elected Officials Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 4)

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

- 1. Resolution Resolution 2018-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead & Hunt to Perform the Scope of Services for the Flomich Street and Riverside Drive Stormwater Improvement Project; and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Boys and Girls Club - Memorandum of Understanding
(Requested by John McKinney, Finance)
- 3. ITB 19-PR-02 Fitness Court Installation
(Requested by John McKinney, Finance)
- 4. Police Vehicle Acquisition FY2019
(Requested by John McKinney, Finance)

6. REGULAR AGENDA

- 1. Ordinance FIRST READING - Ordinance 3012 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing Ordinance 3010 and Adopted Pursuant to Florida Statute, Section 166.031, Incorporating into the City of Holly Hill Charter Amendments, a Referendum was Passed During the Municipal General Election Held on Tuesday, August 28, 2018, Repealing the Civil Service Act and Approving the 4-Year Staggered Terms for the Mayor and City Commissioners; Repealing All Ordinances in Conflict Herewith; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)

2. Ordinance FIRST READING - Ordinance 3013 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-707 to Add Regulations; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

7. PUBLIC HEARING

1. Resolution Resolution 2018-R-72 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 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

8. COMMUNICATIONS

A. City Manager & Staff Comments

- a. Application for Funding Assistance - Justice Assistance Grant for Police Department

(Requested by Valerie Manning, City Clerk)

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

9. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

4.1

MEETING DATE: November 27, 2018
FROM: Valerie Manning
SUBJECT: Minutes - November 13, 2018 - Regular City Commission and
Installation of Newly Elected Officials Meeting
NUMBER: (ID # 2283)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 13, 2018 Regular City Commission and Installation of Newly Elected Officials meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes.

MOTION:

Approve minutes as submitted by staff.

- Minutes - November 13, 2018 - Regular City Commission and Installation of Newly Elected Officials meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 13, 2018

City Commission Chamber Reg. CC Meeting/Installation of Elected Officials

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

Mayor Via addressed the City Commission and audience with a few words as the city's District 4 City Commissioner before officially starting the meeting and getting sworn in as the newly elected Mayor of Holly Hill.

Mayor Via took time to introduce and thank the previous mayors who have served Holly Hill throughout the years. The following were introduced former mayors Gordon Currie, Bill Arthur, Roland Via, Roy Johnson and John Penny. Mayor John Penny has championed positivity. To bring positive attention to Holly Hill and to all the great things our community has and does and also created the awareness of Mile Marker 417, which is where City Hall is and he has promoted that vigorously. Tonight the City Commission and Mr. Forte would like to recognize and present to Mayor Penny with the sign Mile 417 in his service to the city.

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

Mayor Via asked for Pastor Rich Tidwell from Ormond church to come forward and do the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. INSTALLATION & OATH OF OFFICE OF NEWLY ELECTED OFFICIALS

At this time, the newly elected Mayor and City Commissioners were sworn in.

3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor

Mayor Via suggested Commissioner Currie to serve as Vice-Mayor and if it's the will of the Commission. There was consensus that there was to appoint Commissioner Currie as Vice-Mayor.

*Commissioner Penny made a motion to **APPOINT Commissioner Currie as Vice-Mayor**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. Appointments to Boards

1. East Volusia Regional Water Authority (EVRWA)

There was consensus from the Commission to allow Commissioner Currie to continue serving on the Transportation Planning Organization (TPO). She has been on the board since 2012 when she was first elected to office and would like to continue serving. Commissioner Johnson mentioned that he wouldn't mind serving as her Alternate.

*Commissioner Danio made a motion to **APPOINT Commissioner Currie to continue serving on the Transportation Planning Organization (TPO)**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

*Commissioner Currie made a motion to **APPOINT Commissioner Johnson to serve as the Alternate on the Transportation Planning Organization (TPO)**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

*Commissioner Penny made a motion to **APPOINT Commissioner Danio to serve on the Eastern Volusia Regional Water Authority (EVRWA)**, seconded by Commissioner Currie.*

No Alternate is needed for this board, per Mr. Forte.

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

2. Transportation Planning Organization (TPO)

This item was discussed under the EVRWA item.

4. PRESENTATIONS

None.

5. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commission:

Jim Schultz, 117 Herbert (?) Drive, Ormond Beach, mentioned that he sent an email to all of the elected officials today about a dentist who has been an activist for oral medicine.

6. APPROVAL OF MINUTES

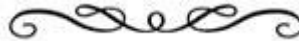
1.

Minutes - October 23, 2018 Regular City Commission Meeting and October 30, 2018 Workshop on Policies and Procedures

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 13th day of November, 2018, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if any member of the Commission would like to pull any item from the Consent Agenda for further discussion or if any member of the audience would like to speak on any item on the Consent Agenda. **There was no one.**

1.

Water and Sewer FY2018-2019 Vehicle Acquisition

(Requested by John McKinney, Finance)

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



2.

Stormwater Informational Update

(Requested by John McKinney, Finance)

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



3.

US 1 Utility Undergrounding 13ST03 Request for Scope Change
(Requested by Walt Smyser, Public Works)

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



4.

Phase Three of ERP Upgrade
(Requested by John McKinney, Finance)

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



8. REGULAR AGENDA

1.

Fully Insured Lines of Coverage - Health Insurance - January 1, 2019 - December 31, 2019

(Requested by John McKinney, Finance)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 13th day of November, 2018, in Holly Hill



2.

Hurricane Irma Sub-Grant Agreement

(Requested by John McKinney, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of November, 2018, in Holly Hill



9. PUBLIC HEARINGS

1. Ordinance

SECOND READING - Ordinance 3011 An Ordinance Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by Adding a New Section Providing for Trespass Warnings Under Certain Circumstances for Public Property and Other Property Generally Open to the Public; Providing for Conflicts, Codification; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.

(Requested by Steve Aldrich, Police)

Mayor Via opened public participation. No one spoke.

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

ORDINANCE

Enacted and approved this 13th day of November, 2018, in Holly Hill



10. COMMUNICATIONS**A. City Manager & Staff Comments**

Mr. Forte reminded the Mayor and Commissioners that this Thursday, staff is putting on their Thanksgiving luncheon that they all are invited to attend at noon at City Hall; just a reminder that Citizen of the Year nominations need to start coming in. If they can forward their nominations to either myself or the City Clerk, we will try to assemble those for the next meeting so they can have someone selected for this year's Citizen of the Year. Lastly, he wants to congratulate and welcome all of them to the dais. He is looking forward to these next couple of years working with this group. Mr. Forte stated I've had the pleasure, although this is the first time I will be working with Commissioner Johnson, he was responsible for hiring me back. Although, the night he hired me back was his last night in office but he thanks him. I'm happy to be back; I'm still here. Mr. Forte stated he's had the pleasure of working with all the mayors that are in the room tonight, and unfortunately, he didn't work with former Mayor Gordon. Mr. Forte stated he looks forward to working with Mayor Via and this Commission. He thinks we have a good team put together here and is looking for some great successes in the next couple of years.

B. City Attorney Comments

Attorney Simpson stated it was good to see Commissioner Johnson back and is looking forward to working with them all.

C. City Commission Comments

Commissioner Penny thanked everyone for coming and proud to be here. He is excited about the future of Holly Hill and thanked his family for coming tonight and supporting him. What makes this Commission special is they agree to disagree. His passionate and wisdom comes from his dad and appreciates him instilling that into him. He is excited. There's a lot of good things going on in the city. He is excited to be a part of this team.

Commissioner Currie thanked God first and foremost for the gifts that He has given her; she is blessed as well. Commissioner Currie thanked her constituents for having faith in the job that she has done (this is the fourth term) serving and she is honored to be able to serve this community. It's a true blessing. Thanked her family for being here tonight and for her husband to always supporting her in everything she ever wanted to do. Thanked the staff for all that they do and appreciate them. She looks forward to working with the Commissioners and look forward to the good work that is before them and down the road.

Commissioner Danio thanked his wife and family for coming tonight and supporting him and the Commission as a whole. It's been a good night. He's learned a lot while sitting up here as a Commissioner and looks forward to continue learning and working with staff and Mr. Forte. The Commission has accomplished quite a bit in the last couple of years. He is excited to be here for a couple of more years. Congratulated all of the Commissioners and Mayor for being here.

Commissioner Johnson thanked everyone for coming and thanked his family for coming out to support him. The city has a good City Manager that people can depend on and like

and Mr. Forte tries to make things better. The city has great staff and he thinks the city and City Commissioners are going to keep doing good and he doesn't see where there's going to be a problem. Commissioner Johnson stated he will do whatever he can to help out. They will try to keep making it better for this whole community. Thanked everyone for coming tonight and participating in the ceremony.

D. Mayor's Comments

Mayor Via took some time to first and foremost thanking God for allowing this to be possible and thanked his wife Amber for always being there and supporting him and his daughters. Thanked all the Veterans that were present and for all the sacrifices they have made for this Country. Mayor Via thanked the voters of Holly Hill for putting him in this position and believing in him enough and for believing in this Commission as a whole; thanked his parents for raising him and everything they've done and all the sacrifices they've made for him. Mayor Via had a few words for the Mayor and Commissioners and how much he appreciates, and how proud and privileged that he is to be sitting in the middle chair and to be working with this Commission. Thanked everyone for coming tonight. He is Holly Hill proud and where this city is going.

11. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.



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

**City Commission
Resolution**

5.1

MEETING DATE: November 27, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead & Hunt to Perform the Scope of Services for the Flomich Street and Riverside Drive Stormwater Improvement Project; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2273)
APPLICANT:
PLANNER:

DISCUSSION:

Flomich Street and Riverside Drive located at the north limits of the city, has a 36 inch storm outfall pipe that has been uncovered due to erosion from recent tropical storms. The city desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to the Halifax River. Exhibit 'B' depicts the aerial view of the project area.

The city desires to have Mead & Hunt provide professional services for the design and permitting services needed for this project. Bidding and Construction phase services are also included as described herein.

FISCAL ANALYSIS:

Money for this project has been budgeted in account 461-8110-580-6300.

STAFF RECOMMENDATION:

Approve Mead & Hunt to provide professional services for the design and permitting, bidding and construction phases of this project.

COMMISSION GOAL:

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

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

MOTION:

Approve Resolution 2018-R-71, Mead & Hunt to provide professional services for the design and permitting, bidding and construction phases of this project.

ATTACHMENTS:

- Mead & Hunt (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)

Resolution No. (ID # 2273)**RESOLUTION 2018-R-71 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD & HUNT TO PERFORM THE SCOPE OF SERVICES FOR THE FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENT PROJECT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-71**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD & HUNT TO PERFORM THE SCOPE OF SERVICES FOR THE FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the fee estimate and scope of services for this project constitutes a supplemental agreement to the Master Contract for Engineering Services between the City of Holly Hill, “(City)” and Mead & Hunt, “(M&H)”; and

WHEREAS, Flomich Street and Riverside Drive is located at the north limits of the city; and

WHEREAS, a 36-inch storm outfall pipe has been uncovered due to erosion from recent tropical storms; and

WHEREAS, the city desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to Halifax River; and

WHEREAS, the city desires to have Mead & Hunt provide professional services for the design and permitting services. Bidding and Construction phase services are also included.

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

SECTION 1. The fee estimate and scope of services for the Flomich Street and Riverside Drive Stormwater Improvements project constitutes a supplemental agreement to the Master Contract for Engineering Services between the City and Mead & Hunt.

SECTION 2. Flomich Street and Riverside Drive is located at the north limits of the city.

SECTION 3. A 36-inch storm outfall pipe has been uncovered due to erosion from recent tropical storms.

SECTION 4. The city desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to the Halifax River.

SECTION 5. The City desires to have Mead & Hunt provide professional services for the design and permitting services. Bidding and Construction phase services are also included.

SECTION 6. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED this 27th day of NOVEMBER, 2018.



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

August 24, 2018

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

Email: wsmyser@hollyhillfl.org

Hard Copy Mailed Only on Request

RE: FLOMICH STREET AND RIVERSIDE DRIVE STORM OUTFALL REPLACEMENT
Scope of Services and Fee Estimate

Dear Walt,

We are pleased to present the enclosed revised scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of replacement of a 36" damaged storm outfall at Flomich Street and Riverside Drive. Our scope includes design, permitting, bidding assistance, and construction phase services.

Mead & Hunt is well qualified to perform these services for the City, as we have provided engineering, design, permitting, and construction services on many similar projects of this type in the past for the City.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
Mead & Hunt, Inc.

Andrew M. Giannini, P.E.
Senior Project Manager

David A. King, P.E.
Vice President/Business Unit Leader

AMG/DAK:bf

Enclosures: Exhibit 'A' – Scope of Services
Exhibit 'B' – Project Aerial
Exhibit 'C' – Fee Estimate Worksheet

Attachment: Mead & Hunt (2273 : 19SW01 Flomich St & Riverside Dr Storm Outfall Replacement Engineering Services)

EXHIBIT 'A'
CITY OF HOLLY HILL
FLOMICH STREET AND RIVERSIDE DRIVE
STORMWATER IMPROVEMENTS
DESIGN AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE
REVISED

General: This fee estimate and scope of services constitutes a supplemental agreement to the Master Contract for Engineering Services between the City of Holly Hill, Volusia County, Florida, hereinafter called the "CITY", and Mead & Hunt, Inc. "(M&H)", dated effective December 4, 2015, referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

Background: Flomich Street and Riverside Drive is located at the north limits of the CITY. A 36-inch storm outfall pipe has been uncovered due to erosion from recent tropical storms. The CITY desires to correct the damage by replacing the pipe from the Riverside Drive Right-of-way to the connection to Halifax River. Exhibit 'B' depicts the aerial view of the project area.

Purpose of Work: The CITY desires to have M&H provide professional services for the design and permitting services which are needed for this project. Bidding and Construction phase services are also included as described herein.

Description of Services: M&H shall provide the following services:

Survey: M&H will obtain the services of a qualified surveyor licensed in the State of Florida to provide the survey for the project. An allowance for such is included in the fee estimate.

Design and Permitting:

- Upon Notice to Proceed, M & H will authorize surveyor and initiate SUE work.
- Upon receipt of survey and SUE information, M&H will proceed to 30% design.
- Upon receipt of 30% design comments from CITY, M&H will incorporate comments received and proceed to 90% design documents including specifications and cost estimate.
- At 90% completion of 90% design progress, M&H will prepare an ERP application to construct the improvements and submit such to SJRWMD. A permit application fee allowance has been included. M&H will respond to all reasonable Requests for Additional Information (RAI's) from SJRWMD.
- Upon receipt of the permit and any further CITY staff comments, M&H will proceed to 100% design documents (drawings and specifications).

Geotechnical Engineering: M&H does not intend to provide any geotechnical investigation or analysis for this project. The project will replace an existing storm pipe which should not require such an investigation.

Bidding Phase Assistance: During the bidding phase, M&H will complete the following:

- Provide advertisement for bids to the CITY staff for publishing in the legal newspaper by the CITY.
- Provide electronic Plans and Specifications to CITY for distribution to Contractors and Suppliers.
- Respond to requests for information and prepare and distribute addenda.
- Attend a pre-bid meeting. Prepare minutes of the meeting and distribute to all attendees and plan holders.
- Attend the bid opening and collect a copy of each bid submitted.
- Review and check the bids and prepare a detailed bid tabulation.
- Investigate the lowest responsive bidder and references, if not familiar to M&H.
- Prepare an award recommendation letter.
- After bid is awarded by the CITY Commission, prepare a construction contract, and mail the contracts to the Contractor. The Contractor is to return the construction contracts to M&H for review of the contract, insurance certificates and bonds. Provide an electronic copy of the construction plans to the CITY.

Construction Administration:

- M&H will attend a pre-construction meeting, monthly coordination meetings, and final inspection.
- Construction contract administration includes processing of pay requests, change orders, substantial completion certification, final punch list review and final closeout processing

Inspection Services:

- M&H will provide a qualified resident project representative (RPR) for part time inspection (20 hours per week) for the duration of the project.
- The inspector will observe the construction activities, verify conformance with contract documents, review/observe all required tests, maintain a detailed log including red-line construction drawings, field verify work quantities, collects/forwards complaints, and field direct the contractor as necessary. Quality control will be completed by a Certified Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Basis of Fee: The proposed fee is based on the following. For the design and permitting phase services, see the attached Exhibit 'C' detailed breakdown of hours.

<u>Description of Task</u>	<u>Fee Amount</u>	<u>Fee Basis</u>
Design, Permitting and Bidding	\$16,230	Lump Sum
Surveying and SUE Allowance	\$2,000	Allowance
Permit Application Fee Allowance	\$1,000	Allowance
Printing Allowance	<u>\$500</u>	Allowance
Total Design, Permitting and Bidding Fees	\$19,730	
Construction Phase Services Fees	<u>\$16,040</u>	Lump Sum
Total Estimated Fees	\$35,770	

Schedule: M&H shall endeavor to meet the following schedule depending on CITY and regulatory agencies constraints.

Survey and SUE investigation	30 days from NTP
30% Design	30 days from receipt of survey
90% Design	30 days from receipt of comments
Obtain SJRWMD Permit	Per agency schedule
Submit 100% Plans & Specifications	15 days from receipt of permit

Construction cost is estimated to be approximately \$152,000, including construction phase services.

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse M&H for the additional sales tax cost.

EXCLUSIONS:

The above scope of work does not include land title searches, utility easement sketch preparation or any other work not specifically included.

Mead & Hunt

City of Holly Hill, Florida



David A. King, P.E.
Vice President/Business Unit Leader

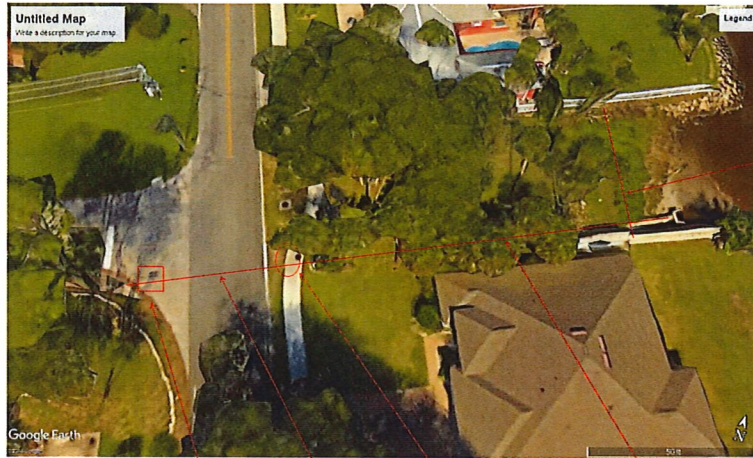
8/24/18

Date

Date

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

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



CONSTRUCT
RETAINING
WALL

REPLACE
INLET

REPLACE
PIPE

REPLACE
CONFLICT
MANHOLE

REPLACE
PIPE

EXHIBIT 'B'
FLOMICH ST AND RIVERSIDE DR
STORM OUTFALL REPLACEMENT
AERIAL VIEW OF PROJECT AREA

EXHIBIT 'C'

FLOMICH ST AND RIVERSIDE DR OUTFALL REPLACEMENT

City of Holly Hill

Engineering Fees Estimate

Person/Item	Hourly Rate	Estimated Hours	Cost
Design, Permitting and Bidding			
Project Manager	\$ 175.00	12	\$ 2,100.00
Project Engineer	\$ 140.00	32	\$ 4,480.00
Project Coordinator	\$ 75.00	22	\$ 1,650.00
CADD Operator	\$ 75.00	96	\$ 7,200.00
Administrative Aide	\$ 50.00	16	\$ 800.00
	Subtotal		\$ 16,230.00
Subconsultants/Allowances			
Survey Allowance			\$ 2,000.00
Printing/Permit Fee Allowance			\$ 1,500.00
	Subtotal		\$ 3,500.00
Total Estimated Design, Permitting, and Bidding Fees			\$ 19,730.00
Construction Phase Assistance			
Project Manager	\$ 175.00	4	\$ 700.00
Project Engineer	\$ 140.00	24	\$ 3,360.00
Administrative Aide	\$ 50.00	16	\$ 800.00
Construction Project Rep.	\$ 65.00	172	\$ 11,180.00
	Subtotal		\$ 16,040.00
Grand Total Estimated Fees			\$ 35,770.00

Notes:

1. Construction Contract duration assumed to be three (3) months, actual inspection time assumed to be two (2) months.
2. Inspection hours are estimated to be 20 hrs / week x 2 months x 4.3 weeks/month = 258 hrs
3. Permitting efforts include ERP exemption request and ACOE permitting. M&H reserves the right to request additional funding if an exemption is denied.
4. Contractor will provide all underground locates prior to ordering new structure which omits need for SUE

Prepared by
MEAD HUNT INC
August 22, 2018



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

**City Commission
Agenda Item**

5.2

MEETING DATE: November 27, 2018
FROM: John McKinney
SUBJECT: Boys and Girls Club - Memorandum of Understanding
NUMBER: (ID # 2311)
APPLICANT:
PLANNER:

DISCUSSION:

The Boys and Girls Club applied and was awarded a grant from the Daytona Beach Racing and Recreational Facilities District to make improvements to the facility located at 1025 Hartford Avenue that they lease from the City. The Boys and Girls Club is requesting for approval from the City to do so. Per the Lease Agreement between the City of Holly Hill and the Boys and Girls Club of Volusia/Flagler County dated September 21, 1999 the City is responsible for all maintenance of the Holly Hill Youth Center. In addition, the Boys and Girls Club is asking that they not be required to follow the City's purchasing policy to make the improvements to the facility as they feel that they can get the work completed quicker and at less cost. Staff does not have concerns with the waiving of the purchasing policy, but would recommend the Boys and Girls Club to obtain at least three estimates for each phase of the work.

The work to be completed is as follows:

- Doors - replace (4) existing exterior doors. There are (3) at the front entrance and (1) at the rear.
- Acoustics - add acoustic panels on the walls of the multi-purpose room.
- Pavilion - add a pavilion (with concrete slab) in the rear of the property.

There is no cost to the city for any work to be completed.

FISCAL ANALYSIS:

Not Applicable

STAFF RECOMMENDATION:

Staff recommends that the City Commission waive Resolution 2018-R-30 "Purchasing Policy" as it relates to work completed by the Boys and Girls Club related to the grant that they received

to make improvements to the City facility that they lease.

COMMISSION GOAL:

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

MOTION:

Motion to approve the Memorandum of Understanding between the Boys and Girls Club of Volusia/Flagler County and the City of Holly Hill.

- Boys & Girls Club - Lease Agreement - Expires October 2019 (PDF)
- B&G - MOU(PDF)

RESOLUTION NO. 99-R-34

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
AUTHORIZING THE MAYOR AND CITY MANAGER TO
EXECUTE A LEASE AGREEMENT WITH THE BOYS AND
GIRLS CLUB OF VOLUSIA COUNTY; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTING
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill has a lease agreement with the Boys and Girls Club of Volusia County for the use of the Youth Center which will expire October 1, 1999; and

WHEREAS, the City Commission of the City of Holly Hill is desirous of executing a new lease agreement with said organization.

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

Section 1. The City Council of the City of Holly Hill hereby authorizes the Mayor and City Manager to execute the Lease Agreement For Use of Real Property between the City of Holly Hill and the Boys and Girls Club of Volusia County. A copy of the said Lease Agreement is attached hereto, for reference.

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.

The within and foregoing Resolution was read before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, on the 21st day of September, A.D. 1999.

It was moved by Commissioner Via and seconded by Commissioner Heyman that said Resolution be adopted. A roll call vote of the Commission on said motion of the Resolution resulted as follows:

Mayor William Arthur	<u>Yes</u>
Commissioner Arthur Byrnes	<u>Yes</u>

Res 99-R-34

9/21/99

1

Commissioner J. D. Mellette	<u>Yes</u>
Commissioner Shirley Heyman	<u>Yes</u>
Commissioner Roland Via	<u>Yes</u>

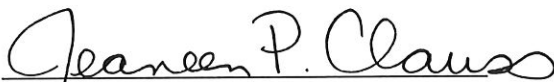
WHEREAS, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly authorized by the City Clerk, and has caused the official seal of said City to be affixed, all at the City Hall in the City of Holly Hill, this 23rd day of September, A.D. 1996, for the purpose of authenticity as is required by law.

CITY OF HOLLY HILL, FLORIDA



WILLIAM ARTHUR, MAYOR

ATTEST:



JEANEEN P. CLAUSS, CITY CLERK

LEASE AGREEMENT FOR USE OF REAL PROPERTY

THIS AGREEMENT, made this 21st day of September, 1999 by and between Boys and Girls Club of Volusia/Flagler County, hereinafter referred to as the "LESSEE", and the City of Holly Hill, a municipal corporation, hereinafter referred to as the "LESSOR".

WHEREAS, the Lessor is the owner of the property known as the Holly Hill Youth Center, located at 1025 Hartford Avenue, Holly Hill, Florida.

WHEREAS, the Lessee desires to lease from the Lessor the property known as Holly Hill Youth Center subject to certain stipulated terms and conditions.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Lessor does hereby lease to Lessee that certain property hereinafter called the "leased premises" constituting the property situated at 1025 Hartford Avenue, Holly Hill, Volusia County, Florida, known as Holly Hill Youth Center, to be used to operate Lessee's Boys and Girls Club of Holly Hill. Any facilities constructed or placed on the leased premises without the prior written approval of the City Manager or designee as to design, construction, and location shall be removed or relocated at no cost to the Lessor within ten (10) days of written demand by the Lessor.
2. The term for which the Lessor leases said premises is **twenty (20)** years beginning October 1, 1999, at an annual rental rate of \$1.00 per year. The Lessor hereby reserves the right to use the leased premises for all elections conducted in the City of Holly Hill.
3. Lessee hereby agrees to be responsible for water and sewer charges for the leased premises. Lessee shall be responsible for all other utility charges and other charges, including but not limited to, garbage collection, electric charges, phone charges, sales and use taxes, ad valorem taxes and special assessments levied against the property.
4. The Lessee hereby agrees to have at least a Summer Program each year of this Lease Agreement on Monday thru Friday 11:00 A.M. until 6:30 P.M. for ages 8 through 17, or current high school students.
5. Upon approval of any facility construction plan by the City Manager or designee, Lessee shall have the right at any time during the term at its sole cost and expense, to affix and install personal property and equipment to or on the leased premises. Any fixtures, equipment and other property installed in or affixed to or on the leased

premises shall remain the property of the Lessee, and Lessor agrees that the Lessee shall have the right to remove any and all fixtures, equipment and other personal property prior to the termination of the term or extended term of this lease. The removal of the fixtures, equipment and other personal property shall be done in a manner that does not damage the leased premises, and upon termination of this lease the leased premises shall be returned to the Lessor in at least as good a condition as when initially occupied by the Lessee, reasonable wear and tear excepted.

6. The Lessee shall not sublet the leased premises nor assign this lease without the written consent of the Lessor.
7. The Lessee will provide the Lessor on the date of execution of this Lease Agreement, and on each subsequent anniversary, with a certificate of insurance of a comprehensive general liability insurance coverage in a policy amount of \$1,000,000 per person for bodily injury or death, for any one accident or occurrence with respect to the leased premises or arising out of the maintenance, use or occupancy thereof, and naming the Lessor as the insured or as an additional insured with the Lessee. Lessee shall maintain this insurance at its sole cost.

The Lessor may, at its option, maintain fire, windstorm and other casualty insurance. All proceeds shall be payable and belong to the Lessor. In the event of damage or destruction to the demised premises, it shall be in the Lessor's sole discretion to rebuild or repair said structure. In the event the Lessor elects not to rebuild or repair said premises, this Lease Agreement shall be terminated as of the date the damage was sustained.

8. The Lessee agrees that it will assume all risk and liability to itself, its agents, employees or assigns and will hold harmless and indemnify the Lessor for any injury to persons or damage to property resulting from the conduct of the Lessee, its agents, participants, employees or assigns and for any loss, damage condition or expense resulting from the act or acts, negligence or failure to exercise proper precautions of and by the Lessee or its own agents, participants, employees or assigns while occupying the leased premises, and that it will assume all risk and liability to the participants in the Boys and Girls Club of Volusia/Flagler County and will hold harmless, and indemnify the Lessor from all claims of or by such participants, except for claims arising out of the negligence of the Lessor.
9. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of the Lessor, beyond any statutory limited waiver which may have been adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

10. The Lessee shall be responsible for all maintenance and repairs of the interior of the leased premises, including but not limited to windows, air conditioners and all walls in the interior of the structure. The Lessor shall remain responsible for the maintenance and all repairs to the outside of the leased premises, including the roof and all walls on the outside of said structure, and the maintenance of grounds, except that the Lessee shall be responsible for the fenced in area of the Bike Track.
11. Lessee hereby agrees not to compete against the Lessor for any federal, state or local grants for the leased premises and the Lessor shall be responsible for filing applications for grant proceeds and the grant proceeds will belong to Lessor. The Lessor and Lessee shall execute a separate agreement that will address how the grant proceeds are disbursed and compliance with said separate agreement will be considered a term and condition of this Lease Agreement. Lessee shall not be prohibited from applying for grant proceeds to be used at the other facilities operated by the Lessee.
12. Membership in the Boys and Girls Club of Holly Hill shall be limited to the following:
 - A) Children living in the City limits of the City of Holly Hill;
 - B) Children that go to school at either Holly Hill Elementary School or Holly Hill Middle School; or
 - C) Children that live within the 32117 ZIP Code area, a copy of said ZIP Code area is attached hereto for reference.

The Lessee may also accept referrals from the Justice System and the Department of Children and Families. Lessor shall have the right to request a list of all referrals participating with the Lessee. All members must comply with the Volusia County School Code of Conduct and Discipline. However, the intent of this Agreement is to provide service to children outlined in A, B and C above. If the City determines, in its sole discretion, that the acceptance of referrals is interfering with the intent of this Agreement, the City may restrict or prohibit the referrals being accepted by the Lessee. Furthermore, if any program offered by the Lessee is limited in the number of participants, a child meeting the criteria set forth in A, B or C, above shall have priority over a referral that does not meet said criteria.

13. Lessee hereby agrees to maintain the ability to transport at least 30 children from the above named schools. This transportation shall be only from the schools to the leased premises and the Lessee shall be allowed to charge a reasonable fee for said service.
14. The Lessee shall at all times of operation, as outlined above, maintain a minimum staffing level of one full time employee and two assistants. The Lessor has the right

to approve the unit director for the leased premises. The approval shall not be unreasonably withheld. The Holly Hill Police Department shall have the right to perform criminal background checks on all employees and volunteers of the Lessee that will be used in the operation at the leased premises.

15. The Lessee shall have the right to have reasonable office space in the leased premises at a location to be determined by the Lessor.
16. During the hours that the Lessee is not using the leased facility the Lessor shall operate the facility as a youth center, as has been done in the past. All equipment, materials and other items used by the membership of the Lessee can be used by the Lessor in the operation of the youth center, except supplies that are secured.
17. The Lessor hereby agrees to donate the three (3) computers that currently exist on the leased premises to the Lessee. The Lessor will provide Y2K upgrades for said computers.
18. The Lessee will reimburse the Lessor for ¼ of the part-time salaries paid by the Youth Center Grant from May – June and August – September of 1999. The Lessor shall submit a bill for the above amount to the Lessee and said bill shall be paid within thirty (30) days of receipt.
19. All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the property party at the following address: Lessee: Joe Sullivan, Executive Director, Boys and Girls Club of Volusia/Flagler County, c/o Holly Hill Youth Center, 1025 Hartford Avenue, Holly Hill, Florida 32117; Lessor: City Manager of the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.
20. This lease constitutes the sole and only agreement between the parties hereto and supersedes any prior oral or written agreement.
21. No amendment, modification or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties to the agreement.
22. Either party has the right, with or without cause, to terminate this lease agreement by delivering to the other party in person or by U.S. registered or certified mail, on or before sixty (60) days from the intended date of termination of this agreement, written notice of intent to terminate this lease agreement.
23. The individuals executing this lease agreement hereby represent that each has been properly authorized to enter this agreement on behalf of their respective governing authorities.

24. In any action involving this Lease Agreement, the venue shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida.
25. In the event of any litigation regarding this Lease Agreement, the prevailing party shall be entitled to receive reasonable attorneys fees and costs incurred.

CITY OF HOLLY HILL

BOYS AND GIRLS CLUB OF
VOLUSIA/FLAGLER COUNTY

BY:


William D. Arthur, Mayor


Joe Sullivan, Executive Director

Attest:


Jeanneen P. Clauss, City Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE

CITY OF HOLLY HILL AND THE BOYS & GIRLS CLUB OF VOLUSIA / FLAGLER COUNTY

Setting forth this Agreement between the City of Holly Hill and the Boys & Girls Club of Volusia / Flagler County upon approval of the Commission of the City of Holly Hill to make improvements to real property located at 1025 Hartford Ave. The improvements of the real property allowed by the Lessee by the Lessor are as follows:

- Doors - replace (4) existing exterior doors. There are (3) at the front entrance and (1) at the rear.
- Acoustics - add acoustic panels on the walls of the multi-purpose room.
- Pavilion - add a pavilion (with concrete slab) in the rear of the property.

This Memorandum of Understanding serves as approval by both parties for improvements to be made at 1025 Hartford Ave., but is not an amendment to be incorporated in the Lease Agreement for use of real property made the 21st day of September, 1999. In addition, the City of Holly Hill has waived all requirements for the work completed under this agreement shall not be subject to the requirements of Resolution 2018-R-30 "Purchasing Policy".

City of Holly Hill

Boys & Girls Club of Volusia / Flagler County

Chris Via, Mayor

Joe Sullivan, Chief Professional Officer

Joseph Forte, City Manager

Date: _____

Date: _____

Attachment: B&G - MOU (2311 : Boys and Girls Club - Memorandum of Understanding)



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

**City Commission
Agenda Item**

5.3

MEETING DATE: November 27, 2018
FROM: John McKinney
SUBJECT: ITB 19-PR-02 Fitness Court Installation
NUMBER: (ID # 2276)
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued an Invitation to Bid (ITB) to seek a qualified playground installer to pour a concrete slab, level surfacing, provide and install pour in place safety surfacing and install a 32' x 34.5' fitness park in Sunrise Park, located at 1135 Riverside Drive in Holly Hill Florida. The solicitation was ITB 19-PR-02 for Fitness Court Installation and three firms submitted qualifications.

1. All Pro Surfaces, LLC
2. BK Earnest, LLC
3. Medley Sports Construction

The Evaluation Committee met on Monday, November 11, 2018 and 10:00 a.m. in a properly noticed public meeting and reviewed the qualification of the submitting firms. This was an ITB and therefore the award should go to the lowest most responsive and qualified bidder.

- | | |
|-------------------------------|----------|
| 1. Medley Sports Construction | \$38,950 |
| 2. All Pro Surfaces, LLC | \$63,350 |
| 3. BK Earnest, LLC | \$83,367 |

The Evaluation Committee reviewed and find that Medley Sports Construction is the lowest most responsive bidder.

FISCAL ANALYSIS:

This is budgeted in 301-8110-580.63-00.

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to issue a purchase order to Medley Sports Construction per the terms and conditions of ITB 19-PR-02.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to issue a purchase order to Medley Sports Construction per the terms and conditions of ITB 19-PR-02 in an amount not to exceed \$38,950.

- ITB 19-PR-02 Medley Sports Contractor (PDF)
- ITB 19-PR-02 Medley Sports Contractor Price Proposal (PDF)
- ITB 19-PR-02 Evaluator recommendation (PDF)

MEDLEY

SPORTS CONSTRUCTION

To: City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: ITB #19-PR-02
Fitness Court Installation
November 8 2018
10:00 AM

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)



Table of Contents

- Tab 1- Management Summary
- Tab 2- Corporate Experience
- Tab 3- Customer List/Reference List
- Tab 4- Acceptance of Conditions (Blank)
- Tab 5- Licenses and Certifications
- Tab 6- Require Form Submittals
- Tab 7- Proposal Form

MEDLEY

SPORTS CONSTRUCTION

32132 Hickory Lane
Sorrento, FL 32776
Ph: 352.459.4436
Email: Erik@MedleyConstruction.com

To whom this may concern,

Medley Sports Construction is a highly specialized firm located in Central Florida. We pride our self on sports and recreation construction. Our business has been established for 11 years and is growing! Our level of expertise on small to midscale projects is like no other. Our firm works for municipalities, private schools and private owners on a regular basis. Our scope of work is provided below.

- Athletic Field and Court construction
- Shade Structures
- Lasergrading
- Outdoor amenity items and sports netting

Sincerely,

Erik Medley

Erik Medley
President
352.459.4436
erik@medleyconstruction.com

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)



Corporate Information

William Medley Construction, INC. dba Medley Sports Construction has been in business since 2007. Our office is located within Lake County Florida in Sorrento. We employ 6 people, we are a family owned local business. Our reputation in our business is our life. We retain our customers by doing the job right the first time. We have over 50% repeat customer business. We own several pieces of equipment and vehicles. Our typical job size is 50K-500K. We do handle larger and smaller as well.

List of machines owned

- 2 Chevy 3500 work trucks
- Tractor
- Skid Steer
- Mini Excavator
- Toro Workman
- Groomer

Our corporate officers are below

Erik Medley – President 50% owner

Mindy Medley- Vice president/Secretary/Treasurer 50% owner



as of Nov 2018

Client Name	SCOPE	TELEPHONE #	ADDRESS	CONTRACT AMOUNT	DATE COMPLETED
Monterverde Academy	Synthetic turf field- 'Cruyff Court'	Chuck Monteleone (407) 375-1762	17235 7th St, Monterverde, FL 34756	\$79,900	Feb-14
Lake Mary Prep School	Synthetic turf batting cages	Mike Ostrowski (561) 908-1590	650 Rantoul Ln, Lake Mary, FL 32746	\$14,500	Apr-14
Countryside HS	Lateral drainage work	727-647-1799	Scotty's Land Development- 6995 90th ave north St pete. FL 33782	\$14,500	Jun-14
Windermere Prep	Bulpen Turf	Danny Haney 954- 383-3442	6189 Winter Garden Vineland Rd, Windermere, FL 34786	\$6,850	Jul-14
Imagine Academy	Synthetic turf field	Courtney Flood 352-242-7620	2750 Hartwood Marsh Rd, Clermont, FL 34711	\$99,000	Nov-14
XL Soccer World	Full Site-Synthetic Turf Field, Parking Lot, Pond	Ciaran Mcardle 508-579-3586	825 Courtland St, Orlando, FL 32804	268,000	Dec-14
Windermere Prep	Shade installation- 2 custom single cantilever shades	Danny Haney 954-383-3442	6189 Winter Garden Vineland Rd, Windermere, FL 34786	\$50,000	1-Aug
Windermere Prep	Beach Volleyball court, Synthetic turf Baseball Halo, Safety netting	Danny Haney 954-383-3442	6189 Winter Garden Vineland Rd, Windermere, FL 34786	\$75,000	15-Aug

City of Apopka	16 Shade structures over bleacher	Mark Miller 703-1700	407-3710 Jason Dweley Parkway Apopka FL	65,000	Nov. 15
University of West Florida	Synthetic turf football field	Jeff Etheridge (850) 474-3499	11000 University Pkwy, Pensacola, FL 32514	720,000	Feb. 1 2016
XL Soccer World	5000 SF custom concrete patio	Ciaran Mcardle 508-579-3586	825 Courtland St, Orlando, FL 32804	75000	Mar-16
Indian Rocks Christian School	400M running track renovation	Tim Ferguson (727) 595-3421	12685 Ulmerton Road Largo, FL 33774	480,000.00	Jan. 2016
University of West Florida	Soccer field Upgrade	Jeff Etheridge (850) 474-3499	11000 University Pkwy, Pensacola, FL 32514	12,500.00	March-16
University of West Florida	Synthetic turf Gymnasium (10000SF)	Jeff Etheridge (850) 474-3499	11000 University Pkwy, Pensacola, FL 32514	49,500.00	May-16
Lake County parks and recreation	New 2 bay,3 bay and bench swings throughout county parks	CHRIS MACDONALD 352-253-4950	12929 County Landfill Road, Tavares, FL 32778	45,000.00	July-16
Lake County parks and recreation	Replace large slides at North lake community park	CHRIS MACDONALD 352-253-4950	12929 County Landfill Road, Tavares, FL 32778	45,000.00	Oct. 2016
Jacksonville Beach Skate Park	2 Shades, 2 shelter, retaining wall and synthetic turf areas	David Flores 813-323-7895	2508 S Beach Pkwy, Jacksonville Beach, FL 32250	185,000.00	Mar-17

Doral Legacy Park	New baseball field & 2 volleyball courts	Blake Shatto (727) 585-2084	11400 NW 82nd St, Doral, FL 33178	135,000.00	Mar-17
Bishop Moore HS	Baseball infield renovation- Grass to turf	Douglas Armstrong (407) 293-7561	3901 Edgewater Dr, Orlando, FL 32804	245,000.00	Feb-17
Windermere Prep	15x20 Shade and paver area	Danny Haney 954-383-3442	6189 Winter Garden Vineland Rd, Windermere, FL 34786	25,000.00	Nov. 2016
City of Clermont	Palatlakaha Park Renovation	Joe McMahon 352-394-4081	400 12th St., Clermont, FL 34711	438,960	May-17
City of New Smyrna Beach	Windscreens on entire park, 1 Bating Cage, Sports Netting and sports equipment	Kevin Day 860.803.3579	1800 Turnbull Bay Rd, New Smyrna Beach, FL 32168	85,000	May-17
Town of Astatula	Playground Renovations	Mitch Mack 352-742-1100	Town of Astatula 25009 County Road 561, Astatula, FL 34705	30,000	May-17
Ave Maria university	NCAA football/soccer field	Chris Franks 216-570-5656	5050 Ave Maria Blvd, Ave Maria, FL 34142	250,000	Sep-17
Orangewood Christian	Synthetic turf baseball infield	Jim Johnston 407.539.1500	1300 W. Maitland Blvd Maitland, FL 32751	250,000	Nov-18
Windermere Prep	Resurface Tennis Courts	Danny Haney 954-383-3442	6189 Winter Garden Vineland Rd, Windermere, FL 34786	50,000	Jan-18

Bishop Moore HS	Baseball field Drainage	Douglas Armstrong (407) 293-7561	3901 Edgewater Dr, Orlando, FL 32804	50,000	Feb-18
City of Clermont	Park Renovations	Joe McMahon 352-394-4081	400 12th St., Clermont, FL 34711	345,000	Mar-18
Town of Astatula	20x20 Shade structure	Mitch Mack 352-742-1100	Town of Astatula 25009 County Road 561, Astatula, FL 34705	15000	April 1 2018
Bishop Moore HS	Lacrosse Field Project	Douglas Armstrong (407) 293-7561	3901 Edgewater Dr, Orlando, FL 32804	650,000	current
Macdill AFB	2 Shade Structures	Mackey Williams (813) 251-8051	504 S. Moody Avenue Tampa, FL 33609	110,000	May-18
Round Lake Charter	Soccer field upgrade and Cross country course	Todd Roman 352-385-4399	31333 Round Lake Rd, Mt Dora, FL 32757	40000	Aug-18
Round Lake Charter	Resurfaced Basketball Courts	Todd Roman 352-385-4399	31333 Round Lake Rd, Mt Dora, FL 32757	5000	Aug-18
Real Life Church of Clermont	Playground Renovations	Chris Hammett 352-394-3553	1501 Steve's Road Clermont, FL 32801	15,000	Sep-18
Real Life Church of Clermont	Parking lot grading and upgrades	Chris Hammett 352-394-3553	1501 Steve's Road Clermont, FL 32801	65,000	Sep-18

North Broward Prep	Resurfaced Tennis Courts	Mike Ostrowski (561) 908-1590	7600 Lyons Rd, Coconut Creek, FL 33073	25,000	Aug-18
Windermere LL	Baseball and Softball upgrades	Irene Pini 407-399-5214	Windermere Little League, P.O. Box 552, Windermere, FL 34786	25,000	current



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEDLEY, ERIK W

WILLIAM MEDLEY CONSTRUCTION INC
32132 HICKORY LANE
SORRENTO FL 32776

LICENSE NUMBER: CGC1515598

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BOB McKEE
LAKE COUNTY TAX COLLECTOR

2018 / 2019
LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA

ACCT NO. 100290
RECEIPT NO. 8760023593

EXPIRES SEPTEMBER 30, 201

EMPLOYEES 1

TYPE OF BUSINESS CONTRACTING

BUSINESS WILLIAM MEDLEY CONSTRUCTION INC
32132 HICKORY LANE

WILLIAM MEDLEY CONSTRUCTION INC
32132 HICKORY LANE
SORRENTO, FL 32776

ORIGINAL TAX	30.00
PENALTY	0.00
TRANSFER FEE	0.00
AMOUNT PAID	30.00
TOTAL DUE	\$0.00

Receipt #2018-0018932
Paid 07/19/2018 30.00

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

National Recreation and Park Association

Let it be known that

ERIK MEDLEY

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a
Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**

Michael Hunsford

NATIONAL CERTIFICATION BOARD CHAIRPERSON

March 31, 2016

DATE CERTIFIED

Barbara Taylor

NRPA PRESIDENT AND CEO

34389-419

CERTIFICATION NUMBER

April 01, 2019

EXPIRATION DATE



National Recreation
and Park Association



PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The mailing envelope **must be sealed and marked** with Qualification Number "ITB 19-PR-02", Proposal Title "FITNESS COURT INSTALLATION" and "Due Date November 8, 2018 @ 10:00 am".
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

MEDLEY SPORTS CONSTRUCTION
Company

Authorized Signature
FRANK MEDLEY - PRESIDENT
Printed Name & Title
FRANK MEDLEY CONSTRUCTION.COM
Email

3232 HICKORY LANE
Address
SONOMA, FL 32776
City, State, Zip Code
352-459-4436
Telephone No.

Fax No.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

**PROFESSIONAL SERVICES AGREEMENT
FITNESS COURT INSTALLATION
Invitation to Bid (ITB) #19-PR-02**

THIS AGREEMENT is made and entered into this 27th day of November, 2018, by and between MEOLEY SPORTS CONSTRUCTION, duly authorized to conduct business in the State of Florida and whose address is 32132 HICKORY LN SPRINGFIELD, FL 32776, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB # 19-PR-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for one (1) years from the date of award.

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

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

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

For Contractor:

ERIK MEOLEY, PRESIDENT (Name, Title)
MEOLEY SPORTS CONSTRUCTION (Company)
32132 HICKORY LN (Address)
SPRINGFIELD, FL 32776 (City, State, Zip)
352-459-4436 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

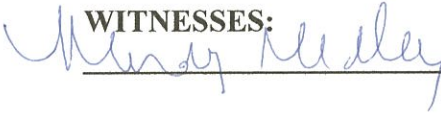
WITNESSES:

CITY OF HOLLY HILL

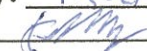
Joseph Forte, City Manager

Dated: _____

WITNESSES:



FIRMS

By: MEOLEX SPORTS CONSTRUCTION
, PRESIDENT

Dated: Nov. 8 2018

Attachments: A. ITB # 19-PR-02

B. Firm Response to ITB

Approved by the City Commission of the City of Holly Hill at a meeting held on this 27th day of November, 2018 under Agenda Item No. _____.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

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.

MEOLEY SPORTS CONSTRUCTION
Company

Erik Medley
Authorized Signature

ERIK MEOLEY - PRESIDENT
Printed Name & Title

ERIK@MEOLEYCONSTRUCTION.COM
Email

32132 HICKORY LN
Address

SONOMA FL 32776
City, State, Zip Code

352-459-4436
Telephone No.

Fax No.

State of FLORIDA
City of Orlando

SUBSCRIBED AND SWORN to before me this 1 day of November, 2018, by ERIK Medley, who is personally known to me to be the President for the Firm, OR who produced the following identification: FLORIDA DRIVERS LICENSE.

Jeannette Vasquez Maldonado

Notary Public



My Commission Expires: July 5, 2019

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	LACROSSE FIELD/POND REMEDIATION	\$ 650,000
		\$
		\$

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

5 SAIL SHADE STRUCTURE - HALLANDALE BEACH, FL

SYNTHETIC TURF SOCCER FIELD - HALLANDALE BEACH, FL

30x40 SHADE STRUCTURE - ORLANDO, FL

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:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 1M Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 2007. 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: _____

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.

MEDLEY SPORTS CONSTRUCTION
Company

[Signature]
Authorized Signature

FRANK MEDLEY PRESIDENT
Printed Name & Title

FRANK@MEDLEYCONSTRUCTION.COM
Email

32132 HILARY LANE
Address

SOCORRO, FL 32776
City, State, Zip Code

352-459-4431
Telephone No.

Fax No.

DECLARATION STATEMENT

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

RE: ITB NO. 19-PR-02 "FITNESS COURT INSTALLATION"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **ITB # 19-PR-02**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 8 day of NOV., 2018, in the City of HOlly Hill, in the State of FLORIDA.

MELODY SQUAB LONGSTREET
Company

[Signature]
Authorized Signature

FRANK MELODY - PRESIDENT
Printed Name & Title

FRANK@MELODYCONSTRUCTION.COM
Email

32132 HILKINS LN
Address

SARASOTA FL 34276
City, State, Zip Code

352-450-4143
Telephone No.

Fax No.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

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.
- ☒ 11. The Certificate must state the **ITB** Number and **FITNESS COURT INSTALLATION**.

=====

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 **ITB**.

MEDLEY CONSTRUCTION
Company

32132 Hickory Lane
Address

[Signature]
Authorized Signature

Spring, FL 32776
City, State, Zip Code

FRIL MEDLEY P
Printed Name & Title

352-459-4436
Telephone No.

FRIL @ MEDLEY CONSTRUCTION
Email

Fax No.

ANDY ANDERSON INSURANCE
Insurance Agency

Signature of Proposer's Agent

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

MFOLE SPORTS CONSTRUCTION
 Company

[Signature]
 Authorized Signature

FRANK MFOLE PRESIDENT
 Printed Name & Title

FRANK@MFOLECONSTRUCTION.COM
 Email

32132 HCLOR LV
 Address

SONOMA, CA 94964
 City, State, Zip Code

707-459-4436
 Telephone No.

Fax No.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDACounty of ORANGEErik Medley, being first duly sworn, deposes and says that:He/she is President of Medley Sports Construction. 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 MEALEY SPORTS CONSTRUCTIONAuthorized Signature [Signature]Printed Name & Title ERIK MEALEY PEmail ERIK@MEALEYSPORTS.COMAddress 3232 HOLLAND LNCity, State, Zip Code SUNGATE, FL 32716Telephone No. 352-459-4434

Fax No. _____

Subscribed and sworn to before me this 1 day of Nov, 2018.[Signature] Jessy Maldonado1/5/19

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

ACKNOWLEDGEMENTS
ITB # 19-PR-02 FITNESS COURT INSTALLATION

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

MFOLEY SPORTS CONSTRUCTION
From : Insert Information "Contractor"

The Contractor agrees to provide **FITNESS COURT INSTALLATION** as defined in this Invitation to Bids document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the ITB requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **FITNESS COURT INSTALLATION** called for by the ITB documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the ITB.

Upon award of this ITB, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the ITB Documents.

The ITB Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these ITB Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this ITB Document.

Contractor shall guarantee **FITNESS COURT INSTALLATION** within 14 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 7 day of NOVEMBER, 2018
(Month) (Year)

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: [Signature] / FRANK MFOLEY
(Signature) (Print name)

Address: 32132 HICKORY LANE
SONOMA, CA 94966

Telephone: (352) 459-4436 Fax: ()

Taxpayer Identification Number (TIN): 26-1612878

CORPORATION

By: [Signature] / FRANK MFOLEY
(Signature) (Print name)

Address: 32132 HICKORY LANE
SONOMA, CA 94966

Telephone: (352) 459-4436 Fax: ()

Taxpayer Identification Number (TIN/EIN): 26-1612878

State Under Which Corporation Was Chartered:

FLORIDA

Corporate President: FRANK MFOLEY
(Print Name)

Corporate Secretary: MINDY MFOLEY
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

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: MEOLER SPORTS CONSTRUCTION

Authorized representative (printed): FRANK MEOLER

Authorized representative (signature): [Signature]

Project Number: **ITB # 19-PR-02** Date: NOV. 8 2018

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

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: SEE ATTACHED
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

**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 ERIK MEYER - PRESIDENT
(Print Individual's Name and Title)
for MEYER SPORTS CONSTRUCTION
(Print Name of Entity Submitting Sworn Statement)
whose business is 32132 HILLYARD LANE SONG, FL 32796
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1612872
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.

Sworn and subscribed before me this 17th day of November, 2018.

Personally known _____

OR produced identification FLORIDA

Drivers License
(Type of Identification)

(Signature)

(Notary)
Notary Public State of FLORIDA

My commission expires: 7/5/19



VENDOR INFORMATION

Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 26-1612878Firm Name: WILLIAM MFOLEY CONSTRUCTION, INC. DBA MFOLEY SPORTS CONSTRUCTIONMailing Address: 92132 HICKORY LN
SMARSHO, JR 32776Telephone No.: 352-459-4436 Fax No.: _____Email Address: EMILE@MFOLEYCONSTRUCTION.COM Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: Name & Title Printed: EMIL MFOLEY - P

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. William Medley Construction, Inc	
	2 Business name/disregarded entity name, if different from above Medley Sports Construction	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 32132 Hickory Lane	Requester's name and address (optional)
	6 City, state, and ZIP code Sorrento, FL 32776	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6		1	6	1	2	8	7	8

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ <i>William Medley</i>	Date ▶ <i>1/1/2018</i>
------------------	--	------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROPOSAL PRICING FORM
ITB 19-PR-02
FITNESS COURT INSTALLATION

Pricing Proposal for MEOLEY SPORTS CONSTRUCTION "Contractor"

Price for the preparation, construction and installation of the fitness court \$ _____.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

[Signature]
 Authorized Signature

Frank Meoley - P
 Printed Name & Title

MEOLEY SPORTS CONSTRUCTION
 Company

Nov. 8 2018
 Date

32132 HICKORY LN
 Address

Coronado, FL 32766
 City, State, Zip Code

352-4509-4436
 Telephone No.

Frank@MEOLEYCONSTRUCTION.COM
 Email Address.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

**ADDENDUM NUMBER 1
ITB 19-PR-02 - FITNESS COURT INSTALLATION
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-PR-02** for the above **FITNESS COURT INSTALLATION** as fully and completely as if the same were fully set forth therein. All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before November 8, 2018 to:

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

QUESTIONS AND ANSWERS

Q1. Is prebid mandatory?

A1. No

Q2. Is the city providing all equipment for the fitness court and should we include installation?

A2. The city is providing the equipment, the Installer is to provide cost of installation.

Q3. Do we include the anchoring hardware or will this be provided?

A3. Yes - all the anchor hardware is provided. Epoxy for these anchors is not included, but approved epoxy types are listed in the attached **Installation Manual**.

Q4. Are we to include the construction of the wall, if so can you provide more details on how it will be constructed.

A4. See attached **Installation Manual** for complete instructions. Additionally, the attached **Overview** should be helpful to understand the process.

Q5. It shows pip EPDM rubber to be at 1.5", this seems really thick, typically there is 1" rubber buffing and 1/2" EPDM cap when there are fall heights required. Over a concrete slab we typically see 1/2" EPDM color rubber only. Please advise.

A5. The 1" rubber base + 1/2" epdm cap is what we're suggesting in this case - not a full 1.5" epdm color. This total 1.5" thickness will support the fall height mentioned.

~~~~~  
**ATTACHMENT(S):** Installation Instructions  
~~~~~

Signature acknowledges receipt and understanding of this addendum.

PAIK MFOLE PRESIDENT

Name/Title

NOV 8 2018

Date

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

**ADDENDUM NUMBER 2
ITB 19-PW-03
FITNESS COURT INSTALLATION
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-PW-03** for the above **FITNESS COURT INSTALLATION** as fully and completely as if the same were fully set forth therein.

All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before November 8, 2018 to:

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

~~~~~  
**QUESTIONS AND ANSWERS**

- Q1. Is the city providing all equipment for the fitness court?
- A1. Yes
- Q2. Do we include the anchoring hardware or will this be provided?
- A2. The City is providing
- Q3. Should we include installation of equipment?
- Q3. The installation is to be included in the bid price
- Q4. Should we include installation of tile?
- A4. The alternate spec is for sports tile, but for your installation we're using the pour in place surface — is procurement of that material part of this bid or a separate bid? Either way, any reference to does not apply in this case.
- Q5. Wall: On plans its states FITNESS COURT BODY WEIGHT TRAINING WALL INSTALLATION AREA BY OTHERS. I just want to clarify. We are bringing in base 4-6 in in depth, wire mesh (No Rebar) pour slab, install anchor bolts (which are provided) and supply epoxy for anchor installation.
- A5. If this bid is for the base work only (no sports flooring, no fitness court assembly), then this is correct. The Fitness Court wall is installed as part of the overall assembly of the equipment. The concrete crew will need to pour the inset slab, install the provided anchor bolts, and supply epoxy for the anchor installation.
- Q6. Are we to include the construction of the wall, if so can you provide more details on how it will be constructed.
- A6. See attached **Installation Manual** for complete instructions. Additionally, the attached **Overview** should be helpful to understand the process.
- Q7. Is the tile provided by the City?
- A7. This is to be provided as an alternate price.



Q8. Who provides epoxy for the anchors that are provided by the City?

A8. The Epoxy is to be provided by the Contractor.

~~~~~  
ATTACHMENT(S):

Parts List

Tools Required

Installation Manual

~~~~~  
Signature acknowledges receipt and understanding of this addendum.

ERIK MEDLEY - PRESIDENT

Name/Title

NOV. 8 2018

Date

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

**ADDENDUM NUMBER 3  
ITB 19-PW-03  
FITNESS COURT INSTALLATION  
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB 19-PW-03** for the above **FITNESS COURT INSTALLATION** as fully and completely as if the same were fully set forth therein.

All required forms (Section 7 – page 18) must be included in submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

All Proposals are to be delivered before 10:00 a.m., local time, on or before November 8, 2018 to:

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

~~~~~  
QUESTIONS AND ANSWERS

- Q1. Additional clarification, It shows the slab being recessed with drains on one side, please provide more detail on this, what type of drains, where to tie into...etc.
- A1. Yes
- Q2. Wall Construction
- A2. This process follows the sequence listed on Page 20-21 of the attached Installation Manual. The base is poured concrete. Anchor bolts are provided. The wall itself is a series of steel frames, anchored in to the slab and connected to each other by steel cross bars. Various sized wall skins and foot strip wall skins are then riveted/attached to this hollow frame. Some pre-assembled Court pieces (i.e. pull/push bars, push ladders) are also attached to these frames. There is no concrete or additional reinforcement poured or placed inside the wall.

~~~~~  
**ATTACHMENT(S):**

**Inset Slab Construction**

~~~~~  
Signature acknowledges receipt and understanding of this addendum.

ERIK MEOLLY - PRESIDENT

Name/Title

NOV. 8 2018

Date

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

Cut and use this label for Proposal Package

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

ITB #19-PR-02

Fitness Court Installation

OPENING DATE/TIME:
November 8, 2018
by 10:00 a.m.

Attachment: ITB 19-PR-02 Medley Sports Contractor (2276 : ITB 19-PR-02 Fitness Court Installation)

PROPOSAL PRICING FORM
ITB 19-PR-02
FITNESS COURT INSTALLATION

Pricing Proposal for MEDLEY SPORTS CONSTRUCTION "Contractor"

Price for the preparation, construction and installation of the fitness court \$ 38,950

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

[Signature]
 Authorized Signature

Frank Medley - P
 Printed Name & Title

MEDLEY SPORTS CONSTRUCTION
 Company

Nov. 8 2018
 Date

32132 HICKORY LN
 Address

CONRO, FL 32766
 City, State, Zip Code

352-459-4436
 Telephone No.

FRANK@MEDLEYSNSTRUCTION.COM
 Email Address.

Attachment: ITB 19-PR-02 Medley Sports Contractor Price Proposal (2276 : ITB 19-PR-02 Fitness Court Installation)



RFP BID OPENING
November 8, 2018
10:00 A.M.
Fitness Court Installation
ITB 19-PR-02

Respondent**Amount**

1. Medley Sports Construction \$ 38,950

2. All Pro Surfaces \$ 63,350

3. BK Earnest, LLC 83,367

No thurs
Drive
Missing
Addendum 2013

6. I recommend Medley Sports Construction to be brought in
 7. front of Holly Hill City Commission for approval of installation
 8. of fitness court

Steve Jurek 11/12/18

Attachment: ITB 19-PR-02 Evaluator recommendation (2276 : ITB 19-PR-02 Fitness Court Installation)



Evaluator's Statement of Independence and Non-Conflict of Interest

I, Steven Juengst, an Evaluation Committee member
for solicitation # ITB-19-PR-02 for
FITNESS COURT INSTALLATION, do hereby certify that, to the best of my
knowledge, I do not have a conflict of interest*, as a result of any financial or other interest on my
part or that of any member of my immediate family, or of my partner(s). Further, I certify that I
am not employed by nor do I have any arrangement for future employment with any organization
under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value
from any company or organization associated with this solicitation. I will independently score each
proposal and have no conversation or contact with any proposers regarding their proposals.

In addition, I agree to evaluate the proposals independently and am not unfairly prejudiced in
regard to any of the proposals.

Steven Juengst
Evaluator's Name

Steven Juengst
Signature

11/12/2018
Date

*A conflict of interest is defined as a situation, in which a Selection Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer. A financial relationship includes involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

Finance Department
1065 Ridgewood Ave. Holly Hill, FL 32117
(386) 248-9426 • Fax (386) 248-9458
www.hollyhillfl.org

Attachment: ITB 19-PR-02 Evaluator recommendation (2276 : ITB 19-PR-02 Fitness Court Installation)

PROPOSAL PRICING FORM
ITB 19-PR-02
FITNESS COURT INSTALLATION

Pricing Proposal for MEOLLY SPORTS CONSTRUCTION "Contractor"

Price for the preparation, construction and installation of the fitness court \$ 38,950

Bid prices must include all freight charges and delivery charges for any and all material delivered to work sight.

Please provide a detailed description of all costs associated with the process:

Bid prices must include all freight charges and delivery charges for any and all material delivered to work sight. Prices to be per scope of services in bid and as outlined in Exhibit A and Exhibit B. Prices are to be annualized. Payments are to be made monthly.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT BE REQUIRED AND ASSOCIATED COSTS.

[Signature]
 Authorized Signature

Frank MEOLLY - P
 Printed Name & Title

MEOLLY SPORTS CONSTRUCTION
 Company

NOV. 8 2018
 Date

32132 HICKORY LN
 Address

SMARWAT, FL 32766
 City, State, Zip Code

352-459-4436
 Telephone No.

FRANK@MEOLLYSPORTS.CONSTRUCTION.COM
 Email Address.

Attachment: ITB 19-PR-02 Evaluator recommendation (2276 : ITB 19-PR-02 Fitness Court Installation)



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

**City Commission
Agenda Item**

5.4

MEETING DATE: November 27, 2018
FROM: John McKinney
SUBJECT: Police Vehicle Acquisition FY2019
NUMBER: (ID # 2277)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission on September 25, 2018 approved Resolution 2018-R-65 adopting the Fiscal Year 2019 Budget. In this budget it was approved for the Community Redevelopment Area (CRA) Police Division to receive two new Police Interceptor vehicles. As a result of increases in steel tariffs and manufacture increases we have received increased cost estimates from both the vehicle and accessories manufactures under the Florida Sheriffs Association annual cooperative bids. We budgeted \$70,000 for these vehicle replacements and the quotes for the replacements came in at \$81,136 under the Florida Sheriff's Association #FSA18-VEL26.0 Contract. This is an increase of \$11,136.

FISCAL ANALYSIS:

Monies are available in Current Year Carry forward 130-8110-589.99-10

STAFF RECOMMENDATION:

Staff recommends authorization for the City Manager to issue a purchase order to Duval Ford Fleet Sales for an amount not to exceed \$81,136 for the acquisition of two Ford Interceptor Police Rated Utility vehicles and accessories.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to issue a purchase order to Duval Ford Fleet Sales for an amount not to exceed \$81,136 for the acquisition of two Ford Interceptor Police Rated Utility vehicles and accessories.

- HOLLY HILL LT.xlsx (PDF)

CITY OF HOLLY HILL

Prepared for:		Contract Holder	DATE:
CITY OF HOLLY HILL DANNY O'FLAHERTY 386-248-9457 doflaherty@hollyhillfl.org		Duval Ford Fleet Sales Laura Torbett (Work) 904-381-6599 (Fax) 904-387-6816 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/24/18
		CENTRAL	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.fisherriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC 5	FORD INTERCEPTOR POLICE RATED UTILITY - AWD K8A	\$ 34,492.00
0	99W	3.3L HYBRID ENGINE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	\$ -
0	153	Front License Bracket	\$ -
0	51R	Driver's Side (Left Hand) Spotlight	\$ -
0	87R	BACK UP CAMERA	\$ -
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	9W	INTERIOR: CLOTH FRONT SEATS/ REAR VINYL	\$ -
0		VINYL FLOOR	\$ -
0			\$ (2,000.00)
0	86P	FRONT HEADLAMP PREP	\$ 124.00
0	86T	REAR TAIL LAMP PREP	\$ 59.00
0	43D	DARK CAR FEATURE	\$ 19.00
0	60A	GRILLE WIRING	\$ 49.00
0	53M	SYNC	\$ 294.00
0	17A	AUX. REAR AIR CONDITION	\$ 609.00
0	55F	KEYLESS ENTRY	\$ 339.00
0	76R	REVERSE SENSING	\$ 274.00
8	WPLB-LED	WHELEN LIBERTY 11 LIGHTBAR PACKAGE, INCLUDES 295 SIREN/ SPEAKER AND MOUNTING BRACKETS	\$ 1,746.00
2	MCRNS	(2) WHELEN MICRON STUD MOUNTED LED LIGHTS	\$ 154.00
2	TAD6	(6) MODULE TRAFFIC ADVISOR- (3) RED/ (3) BLUE	\$ 334.00
2	IONSM	(2) IONS FOR HEADLIGHTS- WHITE	\$ 180.00
0	HDL	HEADLIGHT FLASHER	\$ 47.00
2	VTX609	(2) VERTEX FOR TAIL LIGHTS- WHITE	\$ 142.00
2	4V3	(2) WHELEN V- SERIES LIGHTS WITH PUGGLE LIGHT- MT FRONT FENDER	\$ 500.00
0	IONSM	(2) IONS FOR REAR CARGO GLASS	\$ 180.00
0	CONSOLE	TROY FITTED CONSOLE FOR UTILITY, WITH DUAL BEVERAGE HOLDER, ARM REST AND 295 FACEPLATE	\$ 680.00
0		TROY SIDE MOUNT STANDARD LAP TOP MOUNT AND LOCK FOR UTILITY	\$ 375.00
0	TP-E-SL3-US-SS	FRONT PARTITION WITH WEAPON RECESS PANEL, SQUARE HOLE WINDOW	\$ 1,296.00
0	2-SAB-FDUV-BB	BIG BOY MOUNTING KIT	\$ -
0	KP-UV-DAP-SS	PARTITION KICK PANEL WITH BIG FOOT POCKETS	\$ -
0	GM-SGRF-MNT	DUAL WEAPON MOUNT	\$ 484.00
0	GL-SC1	CLAMSHELL STYLE SHOT GUN LOCK WITH #2 KEY	\$ -
0	PS-FDUV-OS-R	REAR PARTITION WITH SQUARE HOLE MAIN WINDOW, PLATIC SEAT WITH OFFICER SAFE SEAT BELT SYSTEM	\$ 1,600.00
0	CP-GB44248-T3	STORAGE VAULT, 44" X 24" X 8" INCLUDES 2 DRAW TIGHT HANDLES, FOAM IN DRAWER, 1.5" LIP ON TOP	\$ 1,450.00
0	CP-UV-MNT-EB	ELEVATED MOUNT ON TOP OF REAR STORANGE VAULT	\$ -
0		WINDOW BARS AND DOOR BLANKS	\$ 500.00
0		EQUIPMENT PACKAGE CREDIT	\$ (900.00)
0			\$ -
0	DECAL	HOLLY HILL DECAL PACKAGE	\$ 350.00
0	CREDIT	PROVIDE 2019 MODEL	\$ (4,609.00)
18	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$100 \$ 1,800.00
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 40,568.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 81,136.00

Attachment: HOLLY HILL LT.xlsx (2277 : Police Vehicle Acquisition FY2019)

WHEN YOU GET A MOMENT PLEASE CHECK OUT DERIVE SYSTEMS: <https://vimeo.com/128532843>



LAW ENFORCEMENT

Enhance performance of patrol and pursuit vehicles.

This advanced performance powertrain calibration is designed to meet the demanding needs of law enforcement patrol and pursuit vehicles. It combines the benefits of enhanced vehicle performance and fuel efficiency improvements.

Performance enhancements include increased horsepower (+10 -15hp), improved throttle response, and quicker acceleration.

Fuel efficiency gains are achieved by the ability to set speed limits (or remove them) and reduce idle RPM levels by 10%, 20% or 30%. The vehicle's speed limit setting is adjustable to the exact speed you require; or the speed limiter can be turned off.

Vehicle calibrations are programmed into the vehicle via Derive Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required.



FUEL ECONOMY

Save fuel when driving and idling. Reduce your carbon footprint.

Derive Efficiency's fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually.

Speed Limiter: The speed limiter option allows you to set a vehicle's maximum speed.

Idle RPM: Idle RPM levels can be reduced by 10%, 20% or 30%.

Throttle Response: Optimize the electronic throttle control to moderate acceleration levels.

Active Fuel Management: Optimize the various stages of active fuel management (also called displacement on demand), which will active and deactivate cylinders on the fly based on the vehicle's power requirements.

Transmission: Optimize the transmission shift points by shifting the transmission at lower engine speed levels and lock the torque converter to rear-wheels at lower vehicle speeds.

Proven Fuel Facts:

- Increase your fleets overall Fuel Economy by up to 12%
- 10-30% Reduction in Idle Fuel Consumption
- Fuel gains independently Lab Tested & Verified
- 50 State Emissions Legal
- Reduces your company's Carbon Footprint
- Prevents premature vehicle wear and prolongs the vehicles life cycle

Vehicle calibrations are programmed into the vehicle via Derive Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required.



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

**City Commission
Ordinance**

MEETING DATE: November 27, 2018
FROM: Valerie Manning
SUBJECT: **FIRST READING - Ordinance 3012 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing Ordinance 3010 and Adopted Pursuant to Florida Statute, Section 166.031, Incorporating into the City of Holly Hill Charter Amendments, a Referendum was Passed During the Municipal General Election Held on Tuesday, August 28, 2018, Repealing the Civil Service Act and Approving the 4-Year Staggered Terms for the Mayor and City Commissioners; Repealing All Ordinances in Conflict Herewith; Providing for Severability; and Providing for an Effective Date.**
NUMBER: (ID # 2282)
APPLICANT:
PLANNER:

DISCUSSION:

On Tuesday, August 28, 2018 the Holly Hill electors approved two amendments to the City of Holly Hill Charter repealing the Civil Service Act and approving 4 year staggered terms.

The attached Ordinance repeals the Civil Service Act in its entirety and establishes the staggered four year terms.

To implement staggered terms, beginning with the election to be held in 2020, the Mayor and City Commissioner, District 1 and City Commissioner, District 3 shall be elected to a 4 year term and City Commissioner, District 2 and Commissioner, District 4 shall be elected to a 2 year term.

At the election to be held in 2022, City Commissioner, District 2 and City Commissioner, District 4 shall be elected to a 4 year term.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the first reading of Ordinance 3012, which repeals Ordinance 3010 from the October 23, 2018 City Commission meeting due to scrivener's error.

COMMISSION GOAL:

N/A

MOTION:

APPROVE FIRST READING OF ORDINANCE 3012, REPEALING ORDINANCE 3010 AND ADOPTED PURSUANT TO FLORIDA STATUTE, SECTION 166.031, INCORPORATING INTO THE CITY OF HOLLY HILL CHARTER AMENDMENTS, A REFERENDUM WAS PASSED DURING THE MUNICIPAL GENERAL ELECTION HELD ON TUESDAY, AUGUST 28, 2018, REPEALING THE CIVIL SERVICE ACT AND APPROVING THE 4-YEAR STAGGERED TERMS FOR THE MAYOR AND CITY COMMISSIONERS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance No. (ID # 2282)

FIRST READING - ORDINANCE 3012 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 3010 AND ADOPTED PURSUANT TO FLORIDA STATUTE, SECTION 166.031, INCORPORATING INTO THE CITY OF HOLLY HILL CHARTER AMENDMENTS, A REFERENDUM WAS PASSED DURING THE MUNICIPAL GENERAL ELECTION HELD ON TUESDAY, AUGUST 28, 2018, REPEALING THE CIVIL SERVICE ACT AND APPROVING THE 4-YEAR STAGGERED TERMS FOR THE MAYOR AND CITY COMMISSIONERS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 3010 AND ADOPTED PURSUANT TO FLORIDA STATUTE, SECTION 166.031, INCORPORATING INTO THE CITY OF HOLLY HILL CHARTER AMENDMENTS, A REFERENDUM WAS PASSED DURING THE MUNICIPAL GENERAL ELECTION HELD ON TUESDAY, AUGUST 28, 2018, REPEALING THE CIVIL SERVICE ACT AND APPROVING THE 4-YEAR STAGGERED TERMS FOR THE MAYOR AND CITY COMMISSIONERS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to scrivener's error, Ordinance 3010 is hereby repealed; and

WHEREAS, on Tuesday, August 28, 2018, the Holly Hill electors approved two amendments to the City of Holly Hill Charter repealing the Civil Service Act and approving 4 year staggered terms; and

WHEREAS, pursuant to Florida Statute Section 166.031, upon adoption of amendment(s) to the municipal Charter by the majority of the electors, the governing body shall

have the approved amendment(s) incorporated into the Charter and the revised Charter shall be filed with the Department of State by the City Clerk; and

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

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

SECTION 1. The City Commission of the City of Holly Hill, hereby repeals the
Civil Service Act in its entirety.

SECTION 2. The City Commission of the City of Holly Hill, hereby amends
Section 9 of the City Charter to read as follows:

Sec. 9. - The City Commission - Creation; Term; Oath; Compensation.

There is created a City Commission composed of five qualified electors of the city, consisting of four Commissioners and one Mayor. Beginning with the election held in 2010, the Mayor and Commissioners shall serve two-year terms. During the General Election on Tuesday, August 28, 2018, a referendum was presented to the electors of the city and passed by the voters to approve 4 year staggered terms of office. To implement staggered terms, beginning with the election to be held in 2020, the Mayor and City Commissioner, District 1 and City Commissioner, District 3 shall be elected to a 4 year term and City Commissioner, District 2 and Commissioner, District 4 shall be elected to a 2 year term. At the election to be held in 2022, City Commissioner, District 2 and City Commissioner, District 4 shall be elected to a 4 year term. The office of Mayor is hereby limited to two consecutive terms beginning with the election held in 2010. The present Mayor and City Commissioners shall hold office until their respective successors are duly elected and qualified and take office as herein provided.

All City Commissioners and officers of the city shall, before entering upon their duties, take and subscribe to an oath or affirmation, to be filed and kept in the office of the City Clerk, which oath shall be in the form prescribed for State Officers by the Constitution of Florida.

SECTION 3. The City Clerk shall file the revised Holly Hill Charter with the
Department of State.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of NOVEMBER, 2018 for first reading.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: November 27, 2018
FROM: Brian Walker
SUBJECT: **FIRST READING - Ordinance 3013 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-707 to Add Regulations; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: (ID # 2308)
APPLICANT: Brian Walker
PLANNER:

TITLE:

Consider Adoption of an Ordinance amending Section 114-707 titled, “Outdoor display of merchandise” of the Land Development Regulations of Holly Hill.

DISCUSSION:

The Redevelopment District Overlay, herein after called the Corridor, was adopted by the City Commission on April 26, 2005. Its purpose is, in part, to promote redevelopment of property and visually enhance the US 1 (Ridgewood Avenue) and LPGA Boulevard corridor.

Much work, such as the undergrounding of utilities and the placement of landscaping, is being done within the Corridor with a view toward making a visually pleasing impact on the community and visitors to our city. In an effort to continue making progress toward the beautification of the Corridor, the Commission has considered the community’s feedback with regard to making additional adjustments that will have a positive impact on our enhancement efforts. One area of discussion has been that of the outdoor display of merchandise within the Corridor.

Per Section 114-707 of the Land Development Regulations, the outdoor display of merchandise is permitted within the Redevelopment District only if approved by Special Exception. A Special Exception gives the Commission the ability and opportunity to impose conditions on the placement of merchandise outdoors within the Corridor. Currently, one of the conditions imposed for the outdoor display of merchandise is as follows:

“The goods and merchandise is intended for use outdoors (such as lawn equipment, patio furniture, grills, etc.)”

At issue are two things: 1. Some businesses were displaying outdoor merchandise prior to the adoption of this restriction and therefore are displaying items that are not intended for use

outdoors; 2. The restriction as written, has been very loosely interpreted which has resulted in the intent of the restriction not being met. For example, while strollers are intended for outdoor use, it was not the intent of the restriction to allow them for outdoor display.

The resulting feedback from the community has been that the outdoor display of merchandise has reached a point where it detracts from the beautification efforts being made. In an effort to look more carefully at the issue, the City Commission held a work session. The purpose of the work session was to discuss ways of reducing nonconformities with regard to outdoor displays.

The proposed Ordinance amends Section 114-707, of the Land Development Regulations titled, "Outdoor display of merchandise," by providing for a specific time in which the display of outdoor merchandise within the Redevelopment District Overlay, that does not meet the requirements of this section, but that existed at the time of the passage of this section, must come into conformance with this section. The Ordinance also more specifically clarifies what items qualify for outdoor display and provides additional requirements for such display.

COMMISSION GOAL:

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

STAFF RECOMMENDATION:

APPROVE FIRST READING OF ORDINANCE 3013, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-707 TO ADD REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Ordinance Outdoor Display (PDF)

Ordinance No. (ID # 2308)**FIRST READING - ORDINANCE 3013 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-707 TO ADD REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 3013**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-707 TITLED "OUTDOOR DISPLAY OF MERCHANDISE" TO ADD OUTDOOR DISPLAY REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that outdoor displays of merchandise other than vehicles, and items specifically made and intended for outdoor use, can detract from the attractiveness of business areas and impede pedestrian and vehicular traffic within the Redevelopment District Overlay; and

WHEREAS, the City is in the process of providing aesthetic enhancements within the Redevelopment District Overlay, it is desirable to regulate outdoor displays of merchandise so as to enhance the attractiveness of the Overlay by preventing the visual perception of clutter; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and blight;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That Sec. 114-707. - "Outdoor display of merchandise" is amended as follows:

Outdoor display of merchandise in the Redevelopment District overlay ~~[shall be allowed]~~ will be permitted provided the following conditions are met:

- ~~The goods and merchandise is intended for use outdoors (such as lawn equipment, patio furniture, grills, etc.).~~
- A. The goods and merchandise permitted for outdoor display are: motorized vehicles, trailers, boats, new lawn & garden equipment (not to include supplies or materials such as bags of fertilizer, rocks, etc.), new furniture specifically made and intended for outdoor use, new barbeque grills, plants and landscape related hardscape such as fountains.
- B. No outdoor display shall be allowed in areas set aside, required, or designated for driving aisles, driveways, maneuvering areas, emergency access ways, off-street parking, or unloading/loading.
- C. With the exception of areas used for sale of motorized vehicles, trailers and boats, the area used for outdoor sales and display of merchandise visible to the public, shall not exceed ten (10%) percent of the gross floor area of the corresponding commercial building.
- D. With the exception of motorized vehicles, trailers, boats, plants and landscaping related hardscape, merchandise not enclosed within a solid fence shall not exceed a maximum height of five (5' 0") feet.
- E. All city fire, building and other codes shall be strictly complied with.
- F. The display goods and merchandise are not permitted on a sidewalk or any portion of a public right-of-way.
- G. The display of merchandise must be neat and orderly as determined by the City Manager or their designee.
- H. The merchandise is displayed in an area designated for outdoor display that does not impede visibility or access to and within the site.
- I. The merchandise is only displayed during hours of operation.

- J. Outside display and sale of merchandise for approved vendors at temporary special events shall be permitted as a function of the temporary event permit **or in accordance with Section 114-902.**

The display of outdoor merchandise within the Redevelopment District Overlay that does not meet the requirements of this section and that exist at the time of the passage of this section, may be continued for a period of six months from the date of the adoption of this section. At the expiration of the six month period, any further display of outdoor merchandise not in conformity with the provisions of this section shall be discontinued.

This special exception is a limitation on the outside display, storage or sale of goods, merchandise or services as permitted by section 114-901.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 5. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 3, 4, 5 and 6 of this Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of NOVEMBER, 2018 for first reading.

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-707 TO ADD REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that outdoor displays of merchandise other than vehicles, and items specifically made and intended for outdoor use, can detract from the attractiveness of business areas and impede pedestrian and vehicular traffic within the Redevelopment District Overlay; and

WHEREAS, the City is in the process of providing aesthetic enhancements within the Redevelopment District Overlay, it is desirable to regulate outdoor displays of merchandise so as to enhance the attractiveness of the Overlay by preventing the visual perception of clutter; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and blight;

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

SECTION 1.

Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2.

That Sec. 114-707. – “Outdoor display of merchandise” is amended as follows:

Outdoor display of merchandise in the Redevelopment District overlay ~~{shall be allowed}~~ **will be permitted** provided the following conditions are met:

- ~~The goods and merchandise is intended for use outdoors (such as lawn equipment, patio furniture, grills, etc.).~~
- A. **The goods and merchandise permitted for outdoor display are: motorized vehicles, trailers, boats, new lawn & garden equipment (not to include supplies or materials such as bags of fertilizer, rocks, etc.), new furniture specifically made and intended for outdoor use, new barbeque grills, plants and landscape related hardscape such as fountains.**

- B. No outdoor display shall be allowed in areas set aside, required, or designated for driving aisles, driveways, maneuvering areas, emergency access ways, off-street parking, or unloading/loading.
- C. With the exception of areas used for sale of motorized vehicles, trailers and boats, the area used for outdoor sales and display of merchandise visible to the public, shall not exceed ten (10%) percent of the gross floor area of the corresponding commercial building.
- D. With the exception of motorized vehicles, trailers, boats, plants and landscaping related hardscape, merchandise not enclosed within a solid fence shall not exceed a maximum height of six (5' 0") feet.
- E. All city fire, building and other codes shall be strictly complied with.
- F. The display goods and merchandise are not permitted on a sidewalk or any portion of a public right-of-way.
- G. The display of merchandise must be neat and orderly as determined by the City Manager or their designee.
- H. The merchandise is displayed in an area designated for outdoor display that does not impede visibility or access to and within the site.
- I. The merchandise is only displayed during hours of operation.
- J. Outside display and sale of merchandise for approved vendors at temporary special events shall be permitted as a function of the temporary event permit or in accordance with Section 114-902.

The display of outdoor merchandise within the Redevelopment District Overlay that does not meet the requirements of this section and that exist at the time of the passage of this section, may be continued for a period of six months from the date of the adoption of this section. At the expiration of the six month period, any further display of outdoor merchandise not in conformity with the provisions of this section shall be discontinued.

This special exception is a limitation on the outside display, storage or sale of goods, merchandise or services as permitted by section 114-901.

SECTION 3. SEVERABILITY

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. CONFLICTS

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 5. CODIFICATION

It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 3, 4, 5 and 6 of this Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE

That this Ordinance shall become effective immediately upon its adoption.



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

**City Commission
Resolution**

MEETING DATE: November 27, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-72 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 2017-2018; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2278)
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:

Per the attached Attachment "A".

STAFF RECOMMENDATION:

Staff Recommends that the City Commission approve Resolution 2018-R-72 Final Year End Appropriations for Fiscal Year 2017-2018.

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 Resolution 2018-R-72, Final Year End Appropriations for Fiscal Year 2017-2018.

ATTACHMENTS:

- Attachment A (PDF)

Resolution No. (ID # 2278)**RESOLUTION 2018-R-72 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 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-72**

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 2017-2018; 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 2017-2018.

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

SECTION 1. The Fiscal Year 2017-2018 final Budget 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 27th day of NOVEMBER, 2018.

Attachment "A"

MID YEAR AMENDED FY 2017 - 2018 BUDGET

REVENUES AND EXPENSES FY 2017 - 2018	AMENDED BUDGET	FINAL AMENDED PROPOSED	VARIANCE
001 - GENERAL FUND	\$ 9,760,221	\$ 8,732,721	\$ (1,027,500)
002 - LOGT 2nd	\$ 117,000	\$ 136,236	\$ 19,236
004 - BUILDING AND ZONING	\$ 279,650	\$ 300,000	\$ 20,350
006 - FIRE DONATIONS	\$ 300	\$ 1,085	\$ 785
010 - FEMA HURRICANE MATTHEW	\$ 78,150	\$ -	\$ (78,150)
015 - FEMA HURRICANE IRMA	\$ 217,000	\$ 217,000	\$ -
101 - POLICE IMPACT FEES	\$ 3,400	\$ 4,472	\$ 1,072
102 - FIRE IMPACT FEES	\$ 4,400	\$ 4,560	\$ 160
103 - ROAD IMPACT FEES	\$ 11,960	\$ 16,055	\$ 4,095
104 - PARK IMPACT FEES	\$ 2,500	\$ 1,275	\$ (1,225)
110 - LAW ENFORCEMENT TRUST	\$ 200	\$ 400	\$ 200
115 - EXPLORERS	\$ 3,360	\$ 3,250	\$ (110)
130 - CRA	\$ 6,424,714	\$ 3,000,000	\$ (3,424,714)
135 - CRA FOUNTAIN HEAD	\$ 552,120	\$ -	\$ (552,120)
139 - CRA CAPITAL PROJECTS	\$ 2,148,000	\$ 2,755,335	\$ 607,335
301 - CAPITAL PROJECTS	\$ 1,292,300	\$ 326,246	\$ (966,054)
400 - WATER & SEWER	\$ 6,430,360	\$ 6,300,000	\$ (130,360)
401 - WATER IMPACT FEES	\$ 197,464	\$ 13,518	\$ (183,946)
402 - SEWER IMPACT FEES	\$ 156,200	\$ 151,000	\$ (5,200)
407 - WATER & SEWER R & R	\$ 3,000,500	\$ 1,439,850	\$ -
460 - STORMWATER	\$ 1,396,650	\$ 1,309,650	\$ (87,000)
461 - STORMWATER CAPITAL	\$ 354,450	\$ 354,450	\$ -
495 - SOLID WASTE	\$ 2,308,000	\$ 2,423,456	\$ 115,456
501 - INFORMATION TECHNOLOGY	\$ 387,500	\$ 350,000	\$ (37,500)
502 - FLEET	\$ 233,000	\$ 260,000	\$ 27,000
503 - P & C INSURANCE	\$ -	\$ -	\$ -
504 - EMPLOYEE BENEFITS	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 35,359,399	\$ 28,100,559	\$ (5,698,190)

Attachment: Attachment A (2278 : Final Year End Budget Fiscal Year 2017-2018)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 2312)

8.A.a

Meeting: 11/27/18 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

DOC ID: 2312

Application for Funding Assistance - Justice Assistance Grant for Police Department

Application for Funding Assistance - Justice Assistance Grant for Unmanned Aircraft (UAS) for the Holly Hill Police Department.