

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 28, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

- 1. Resolution 2017-R-77 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services for the Bold Landscaping Improvements to the Medians Along US1; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

- 1. Minutes - November 14, 2017 - Workshop - Outside Display & Sales, City Logo Discussion and November 14, 2017 - Regular City Commission & CRA Meeting

(Requested by Valerie Manning, City Clerk)

7. 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 2017-R-78 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Development of Industrial Pre-Treatment Program at a Cost Not to Exceed \$25,000; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

- 2. Resolution Resolution 2017-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a 2018 Ford 350 Bucket Truck as Outlined in the Fleet Manager's Replacement Schedule and Authorizing the City Manager to Execute the Purchase from the Beck Auto Group, Utilizing a Cooperative Purchasing Agreement of the Bid Awarded by the City of Tallahassee; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

3. Resolution Resolution 2017-R-80 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Ferndale Street Pond Not to Exceed \$36,758.50; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

4. MOU - FDLE Investigation of Officer Involved Shooting or In-Custody Death

(Requested by Steve Aldrich, Police)

8. REGULAR AGENDA

1. Resolution Resolution 2017-R-81 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services for the Bold Landscaping Improvements to the Medians Along US1; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

2. Resolution Resolution 2017-R-82 A Resolution of the City Commission of the City of Holly Hill, Florida, Adopting the New City Logo; and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

3. Request for Lien Reduction - 1017 Cherokee Ranch Road

(Requested by Joseph Forte, City Manager)

9. PUBLIC HEARINGS

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

1. Ordinance SECOND READING - Ordinance 2997 An Ordinance of the City Commission of the City of Holly Hill, Florida, by Adding a New Section to the Holly Hill Code of Ordinances, "Campaign Treasurer's Reports - Electronic Campaign Filing", Requiring Electronic Filing of Campaign Treasurer's Reports with the Volusia County Supervisor of Elections Office's Electronic Filing System; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Ordinance SECOND READING - Ordinance 2998 An Ordinance of the City Commission of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium on Locating Wireless Communications Facilities Including Small Wireless Facilities in a Public Right-Of-Way Within the City Limits and Establishing the Fee for Collocating on City-Owned Utility Poles at the Maximum Rate Allowed by Law; Providing for Severability; Providing for Conflicting Ordinances; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

10. COMMUNICATIONS

A. City Manager & Staff Comments

- a. FOR INFORMATIONAL PURPOSES ONLY - NO VOTE NEEDED Purchase of Replacement Vehicle for Building and Zoning Department

(Requested by Mark Juliano, Public Works)

B. City Attorney Comments

C. Mayor's Comments

D. City Commission Comments

11. 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
CRA Resolution**

MEETING DATE: November 28, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-77 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida, Authorizing the City Manager to Enter into an
Agreement with Mead and Hunt, Inc., to Provide Construction
Engineering Services for the Bold Landscaping Improvements
to the Medians Along US1; and Providing for Severability; and
Providing for an Effective Date.
NUMBER: (ID # 1859)
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Transportation (FDOT) has approved a Joint Project Agreement (JPA) and an appropriation of \$839,700.00 in funding for a Bold Landscaping Project on US1 within the City limits of Holly Hill.

The construction of the project has been awarded and the City is requesting authorization for Mead and Hunt, Inc., to perform construction engineering and inspection services.

The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians, partially funded by an FDOT grant. The proposed cost is not to exceed \$54,980.

FISCAL ANALYSIS:

Engineering fees are not reimbursable under the terms and conditions of the grant. Funding for these services have been budgeted in account number 130-5510-552-3400. The Project Code is 16CRA1.

STAFF RECOMMENDATION:

Under the terms and conditions of the Containing Service Contract for Engineering Services, authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for a cost not to exceed \$54,980.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE RESOLUTION 2017-R-77, AND UNDER THE TERMS AND CONDITIONS OF THE CONTINUING SERVICE CONTRACT FOR ENGINEERING SERVICES, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1 FOR A COST NOT TO EXCEED \$54,980.

ATTACHMENTS:

- Mead And Hunt Proposal - US1 Median Landscaping Construction Phase (PDF)

CRA Resolution No. (ID # 1859)

RESOLUTION 2017-R-77 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-77

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency (CRA) of the City of Holly Hill approved the City to apply for the Florida Department of Transportation (FDOT) Bold Landscaping Grant to improve the medians along US1 within the City limits of Holly Hill; and

WHEREAS, the City now wishes to contract with Mead and Hunt, Inc., for the contract administration and inspection services during the construction phase of the project; and

WHEREAS, the City has a continuing services agreement with Mead and Hunt, Inc., and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

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

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill, does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for construction engineering services for the bold landscaping improvements to the medians along US1 for a cost not to exceed \$54,980.

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 28th day of NOVEMBER, 2017.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

October 24, 2017

Mark Juliano
Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL - US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE**

Dear Mr. Juliano,

Per your request, QLH, A Mead & Hunt Company (QLH) is pleased to offer this professional engineering services fee estimate for this project. The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians partially funded by an FDOT grant.

The attached scope of services is in conformance with our professional services agreement. We look forward to serving the City of Holly Hill on this and future projects. Please contact our office if you have any questions.

Sincerely,

Kevin A. Lee, P.E.
Project Manager

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

KAL/DAK:bf

Enclosure

P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

Attachment: Mead And Hunt Proposal - US1 Median Landscaping Construction Phase (1859 : Approval of Professional Services for US1 Median

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE
-SCOPE OF SERVICES-**

General – The City of Holly Hill and QLH, A Mead & Hunt Company, entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

SCOPE OF SERVICES: Provide construction phase services as described below.

SCOPE OF WORK:

Construction Contract Administration: QLH will provide the following services during the construction phase:

1. Coordinate execution of contracts
2. Schedule and preside over preconstruction conference
3. Issue Notice to Proceed to Contractor
4. Review shop drawings/material submittals by SDG
5. Address Contractor/City questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion with assistance from SDG
12. Provide final inspection with assistance from SDG
13. Recommend final payment
14. Coordinate execution of final paperwork
15. Provide Certificate of Completion to permitting agencies.

Construction Project Representative: QLH will provide a qualified inspector to provide the following services during the construction phase:

1. Attend pre-construction conference
2. Assist SDG with shop drawing review
3. Observe contractor's construction activities
4. Document construction activity via daily reports/logs
5. Address citizen complaints
6. Review contractor's soil and erosion control efforts
7. Review contractor's monthly pay requests/quantities
8. Prepare supplemental as-built sketches
9. Review contractor's as-built surveys

10. Review contractor's locating efforts of existing utilities
11. Coordinate responses to contractor's Requests For Information (RFIs)
12. Coordinate engineer's field directives
13. Coordinate material and field tests.

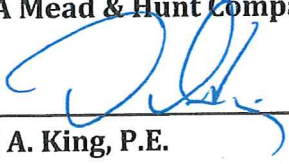
SCHEDULE OF PAYMENT AND FEE BASIS:

<u>Work Description</u>	<u>Fee Basis</u>	<u>Fee</u>
Contract Administration	Lump Sum	\$18,960
Construction Project Representative	Hourly	\$34,320
Stern Design Group Allowance	Allowance	\$1,000
Electrical Allowance	Allowance	\$500
Printing Allowance	Allowance	<u>\$200</u>
TOTAL		\$54,980

If sales tax becomes due on professional services the City shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

QLH, A Mead & Hunt Company

City of Holly Hill, Florida


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

Date

10/24/17

Date

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

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH'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.



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

**City Commission
Agenda Item**

MEETING DATE: November 28, 2017
FROM: Valerie Manning
SUBJECT: Minutes - November 14, 2017 - Workshop - Outside Display & Sales, City Logo Discussion and November 14, 2017 - Regular City Commission & CRA Meeting
NUMBER: (ID # 1861)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 14, 2017 workshop and regular City Commission and CRA meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - November 14, 2017 - Regular City Commission & CRA meeting (PDF)
- Minutes - November 14, 2017 - Workshop - Outdoor Displays & Sales, City Logo Discussion (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 14, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Pastor Josh McKeown from United Brethren in Christ led the Invocation.

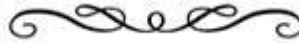
c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

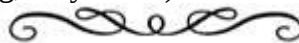
1.

FL City Government Day - Certificate of Recognition
(Requested by Valerie Manning, City Clerk)



2.

UBIC Academy RAMS - First Place in State District Championship
(Requested by Valerie Manning, City Clerk)



3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor

Commissioner Byrnes made a motion to appoint Commissioner Via as Vice-Mayor, seconded by Commissioner Danio.

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

B. Appointments to Boards

1. East Volusia Regional Water Authority (EVRWA)

*Commissioner Danio made a motion to **appoint Commissioner Byrnes to the East Volusia Regional Water Authority (EVRWA), and Commissioner Danio is the Alternate, seconded by Commissioner Via.***

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

2. Transportation Planning Organization (TPO)

*Commissioner Danio made a motion to **appoint Commissioner Currie to the Transportation Planning Organization (TPO), and Commissioner Byrnes is the Alternate, seconded by Commissioner Via.***

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

4. RECESS THE CC MTG & CONVENE AS THE CRA

5. CRA AGENDA

1.

Resolution 2017-R-70 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., Titled, "City of Holly Hill US1 Utility Undergrounding I.T.S. Relocation" and Authorize the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 14th day of November, 2017, in Holly Hill



6. ADJOURN AS THE CRA & RECONVENE THE CC MTG

7. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Debra McCombs, 1632 Selma Avenue, Holly Hill and Jim Legary, 342 Burleigh Avenue, Holly Hill.

8. APPROVAL OF MINUTES

1.

Minutes - October 24, 2017 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of November, 2017, in Holly Hill



9. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Penny asked if any member from the City Commission would like to pull an item from the Consent Agenda for further discussion or if anyone from the audience would like to speak on any item. **There was no one to come forward or speak.**

1. Resolution

Resolution 2017-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Supporting the Mayors for 100% Clean Energy Endorsement; Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



2. Resolution

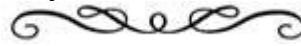
Resolution 2017-R-72 a Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2016-2017 Annual Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



3. Resolution

Resolution 2017-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Service for the Project Flamingo Drive Water Main Replacement Not to Exceed \$76,330; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



4. Resolution

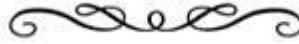
Resolution 2017-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Service for the Project Lift Station #3 Rehabilitation Not to Exceed \$33,160; and Providing for Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



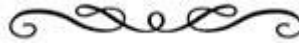
5.

Memorandum of Understanding (MOU) - Center for Law Enforcement Technology, Training, and Research FINDER Information Database

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 14th day of November, 2017, in Holly Hill



6.

FDOT Grant - Aggressive Driving and Speed Program

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 14th day of November, 2017, in Holly Hill



10. REGULAR AGENDA

1.

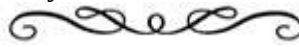
A Request for the City of Holly Hill to Provide the Local Match of \$50,000.00 for a Work Force Housing Project Located at the 1200 Center Ave as Part of the Overall Fountainhead Project.

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of November, 2017, in Holly Hill



2. Ordinance

SECOND READING - Ordinance 2997 An Ordinance of the City Commission of the City of Holly Hill, Florida, by Adding a New Section to the Holly Hill Code of Ordinances, "Campaign Treasurer's Reports - Electronic Campaign Filing", Requiring Electronic Filing of Campaign Treasurer's Reports with the Volusia County Supervisor of Elections Office's Electronic Filing System; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 11/28/2017 7:00 PM
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



3. Ordinance

SECOND READING - Ordinance 2998 An Ordinance of the City Commission of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium on Locating Wireless Communications Facilities Including Small Wireless Facilities in a Public Right-Of-Way Within the City Limits and Establishing the Fee for Collocating on City-Owned Utility Poles at the Maximum Rate Allowed by Law; Providing for Severability; Providing for Conflicting Ordinances; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 11/28/2017 7:00 PM
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



4. Resolution

Resolution 2017-R-75 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., Titled, "City of Holly Hill US1 Utility Undergrounding I.T.S. Relocation" and Authorize the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



5.

Request for Lien Reduction - 618 Ridgewood Avenue

(Requested by Joseph Forte, City Manager)

John Pruner, the applicant spoke briefly to the Mayor and City Commissioners.

Mayor Penny opened public participation.

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

Mayor Penny closed public participation.

RESULT:	APPROVED [4 TO 1]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Currie, Danio, Via, Penny
NAYS:	Byrnes

Enacted and approved this 14th day of November, 2017, in Holly Hill



11. PUBLIC HEARINGS

1. Resolution

Resolution 2017-R-76 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 2016-2017; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 14th day of November, 2017, in Holly Hill



2.

Special Exception - 841 Ridgewood Avenue - Allow a Restaurant

(Requested by Brian Walker, City Planner)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of November, 2017, in Holly Hill



12. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte reminded everyone about the tree lighting ceremony on Friday, December 1st at 6:00 PM in the front of City Hall and mentioned that Miss Florida Teen USA 2017 Victoria DiSorbo will be coming back as the city's Grand Marshal for parade.

B. City Attorney Comments

Attorney Simpson wished everyone a Happy Thanksgiving.

C. Mayor's Comments

Mayor Penny mentioned Trunk or Treat; Cruisin the Hill for School Supplies car show; upcoming Volusia League of Cities dinner with Daytona Beach; Volusia County food

drive; all food or money donations will stay in Holly Hill and United Brethren in Christ will help distribute the food to the Holly Hill community for those in need. Mayor Penny wished everyone a Happy Thanksgiving.

D. City Commission Comments

Commissioners Byrnes, Currie, Danio and Via wished everyone a Happy Thanksgiving. They were all very pleased with Trunk or Treat, Cruisin the Hill for School Supplies car show event. Staff did a great job; and thanked Robin Hanger and those involved that did the car show event. The best one the city has ever seen.

Commissioner Via reminded everyone about the Tour of Homes event that the Historic Society is doing on Saturday, November 18th from 10:00 AM to 3:00 PM.

Commissioner Currie mentioned the Community Christmas Club program will be on Saturday, December 16th starting at 9:00 AM if anyone is interested in helping fill Christmas food boxes, they can contact her. The boxes of food are distributed to the families the following week for families in the Daytona Beach area.

Commissioner Danio informed the Mayor and Commissioners he will not be at the next City Commission meeting, November 28, 2017.

13. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 14, 2017

Large Conference Room

Work Session

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. DISCUSSION ON CITY LOGO

Mr. Forte and Mayor Penny presented the City Commission examples that were created by Mr. Mike Jiloty. Mayor Penny asked each of the Commissioners which one they like the most.



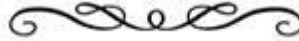
They like this one but with the holly leaf centered and take off the "wings" of the leaves. Switch the "Holly Hill" boldness to the picture below with that font but just a little thicker and like the "Florida" underneath the wording.



1.

Discussion on City Logo

(Requested by Valerie Manning, City Clerk)



3. OUTSIDE SALES & DISPLAY

Mayor Penny and Mr. Forte spoke about the outside sales and displays along the corridor of US1/Ridgewood Avenue. There was some discussion amongst the Mayor, Commissioners, Mr. Forte, and staff pertaining to the appearances of several businesses along US1 and what could take place to improve the appearance that will draw more businesses to the community. If they looked at this as a brand new visitor to Holly Hill, what do they envision along US1? They have to find a way to clean up US1 to bring new businesses here and to keep the ones that are already here. Improvement needs to take place.

Mayor Penny shared with the Commissioners the following information:

ADDRESS	BUSINESS	CONDITION	US-1 FRONTAGE FEET
132 RIDGEWOOD	VALUE PAWN	BAD	100
133 RIDGEWOOD	CASH AMERICA	BAD	100
201 RIDGEWOOD	CUNNINGHAM GAS	OK	165
261 RIDGEWOOD	ACE HARDWARE	OK	190
600 RIDGEWOOD	DOLLAR PLUS	BAD	90
606 RIDGEWOOD	DAYTONA OUTREACH THRIFT	BAD	95
1005 RIDGEWOOD	OUR OLD STUFF	BAD	50
1014 RIDGEWOOD	LAURA'S	BAD	100
1019 RIDGEWOOD	OUR OLD STUFF 2	BAD	50
1078 RIDGEWOOD	MAGNOLIA HOUSE	BAD	140
1100 RIDGEWOOD	TV'S DVDS SHOES	BAD	90
1220 RIDGEWOOD	AMISH DIRECT	OK	200
1527 RIDGEWOOD	PALM CASUAL	OK	110
1630 RIDGEWOOD	10% PAWN	BAD	80
1660 RIDGEWOOD	TROPIC CASUAL	OK	200
1750 RIDGEWOOD	FLORIDA COASTAL FURNITURE	BAD	124

Mayor Penny informed the Commissioners and staff that this was his own collaboration of what he saw going up and down US1 as it pertained to the outdoor displays and sales of the above businesses.

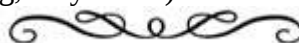
The **consensus** from the Mayor and City Commissioners was to eliminate the outdoor displays and sales completely and create some incentive for enhanced sign grants; allowing six (6) months to those sixteen (16) businesses that Mayor Penny brought forward regarding outside displays.

Mr. Forte will bring forth a draft Ordinance for the Mayor and City Commissioners to consider.

1.

Outside Sales and Display in the Overlay District

(Requested by Valerie Manning, City Clerk)



4. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.



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

**City Commission
Resolution**

MEETING DATE: November 28, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-78 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Development of Industrial Pre-Treatment Program at a Cost Not to Exceed \$25,000; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1863)
APPLICANT:
PLANNER:

DISCUSSION:

As part of a consent order being executed with the Florida Department of Environmental Protection for exceeding the zinc limit, under Chapter 62-625, FAC, the City will be required to reactivate its Industrial Pre-Treatment Program.

Mead and Hunt, Inc., has submitted a proposal to gather data and prepare the FDEP permit applications to include as part of the City's operating permit renewal. They will prepare permit applications, figures and attachments required to develop the program for the City. They will prepare necessary forms and attachments to establish a sampling and inspection program in accordance with FDEP requirements.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year budget 2017/2018. The Project Code is 18WW01 and has been budgeted in account number 400-3020-535.31-01.

An agreement with Product Quest is in development to reimburse the City as a result of their zinc discharges.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., for development of Industrial Pre-Treatment Program.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2017-R-78, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTINUING ENGINEERING SERVICES CONTRACT, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF INDUSTRIAL PRE-TREATMENT PROGRAM AT A COST NOT TO EXCEED \$25,000.00.

ATTACHMENTS:

- Mead Hunt Proposal 11-14.17 (PDF)
- Consent Order 2017 (PDF)

Resolution No. (ID # 1863)

RESOLUTION 2017-R-78 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF INDUSTRIAL PRE-TREATMENT PROGRAM AT A COST NOT TO EXCEED \$25,000; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF INDUSTRIAL PRE-TREATMENT PROGRAM AT A COST NOT TO EXCEED \$25,000.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of a consent order being executed with the Florida Department of Environmental Protection for exceeding the zinc limit, Under Chapter 62-625 FAC, the City will be required to reactivate its Industrial Pre-Treatment Program; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

WHEREAS, Mead and Hunt, Inc., has submitted a proposal to develop the Industrial Pre-Treatment Program.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the development of Industrial Pre-Treatment Program not to exceed \$25,000.

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

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

**APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER,
2017.**



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

November 14, 2017

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

Email: wsmyser@hollyhillfl.org
Hard Copy Mailed Only on Request

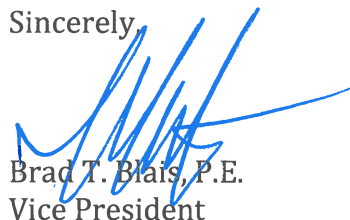
**CITY OF HOLLY HILL
HOLLY HILL WWTP
INDUSTRIAL PRETREATMENT (IP)
PROGRAM DEVELOPMENT AND PERMITTING**

Dear Walt,

In accordance with your request, we are pleased to offer the attached engineering services proposal and fee estimate to develop and permit the City's Industrial Pretreatment (IP) program to include Product Quest Manufacturing as the City's first participant. The scope of services is to gather data and prepare the FDEP permit applications to include as part of the City's operating permit renewal.

We have completed many IP applications for public utility providers and are very familiar with the permitting staff at the FDEP office in Orlando and look forward to completing this assignment on the City's behalf. Should you have any questions or require additional information, please contact our office.

Sincerely,



Brad T. Blais, P.E.
Vice President



Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

P.O. Drawer 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.Mead & Hunt, Inc.a.com

Attachment: Mead Hunt Proposal 11-14.17 (1863 : Approval of Professional Services for Development of Industrial Pretreatment Program)

**CITY OF HOLLY HILL
HOLLY HILL WWTP
INDUSTRIAL PRETREATMENT (IP)
PROGRAM DEVELOPMENT AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE**

The City of Holly Hill and QLH, A Mead & Hunt Company, entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

ENGINEER'S SERVICES

Mead & Hunt, Inc. will prepare permit applications, figures and attachments required to develop an Industrial Pretreatment (IP) program for the City. The first program participant will be Product Quest Manufacturing. The engineer will prepare necessary forms and attachments for Product Quest and the City to establish a sampling and inspection program in accordance with FDEP requirements.

SCOPE OF SERVICES

The ENGINEER'S Scope of Work will include the following:

- A. Prepare IP Application – Complete all necessary application forms and attachments to supplement the City's Operating Permit application.
- B. Perform site inspections and assist up to five (5) industrial participants in completing requisite paperwork necessary for specific discharge parameters.
- C. Meetings, RAI Responses and Miscellaneous Expenses – An allowance is established for attending meetings with City staff and FDEP in addition to preparing response to requests for additional information (RAI's).

SCHEDULES AND TIME CONSTRAINTS

The total time allowed for completing the services will be ninety (90) calendar days from the date of the Notice to Proceed.

EXCLUSIONS

Laboratory fees for effluent analyses are excluded. Permit application fees will be paid directly by the City.

COMPENSATION

The total compensation for all services, material, supplies and any other items or requirements necessary to complete the work as described herein not to exceed the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00), this amount being further broken down as follows:

Task A	Application Preparation	\$12,500	Lump Sum
Task B	Site Inspections & Application Assistance	\$10,000	Lump Sum
Task C	Meetings, RAI Responses & Misc. Expenses	<u>\$2,500</u>	Allowance

Total Tasks A-C \$25,000

This proposal includes an allowance for meetings, RAI responses and miscellaneous expenses which will be billed on a time and material basis in accordance with the established fee schedule.

"APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT."

Accepted by: CITY OF HOLLY HILL

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: Brian Blanc

Title: _____

Title: Vice President

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

Date: _____

Date: 11/14/17

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 DELAND, 12 SOUTH FLORIDA AVENUE, DELAND, FL 32720, City Clerk, Julie Hennessy, MMC (386) 626-7132, Hennessyj@deland.org.



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor 7.1.b

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

November 6, 2017

Joseph A. Forte, City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
jforte@hollyhillfl.org

Re: Holly Hill Wastewater Treatment Facility
DW Facility ID #FL0027677
OGC Case #17-0960

Dear Mr. Forte:

Enclosed is the executed Consent Order to resolve the above referenced case. This copy is for your records.

Should you have any questions or comments, please contact Jenny E. Farrell at 407-897-4173 or via e-mail at jenny.e.farrell@dep.state.fl.us.

Your cooperation in this matter will be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Prather".

Jeff Prather
Director, Central District

Enclosure: Executed Consent Order

cc: Lea Crandall, OGC
Kris Tulloch, Central District
Mark Juliano, City of Holly Hill (mjuliano@hollyhillfl.org)

Attachment: Consent Order 2017 (1863 : Approval of Professional Services for Development of Industrial Pretreatment Program)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 17-0960
	)	
CITY OF HOLLY HILL	)	
_____	)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and City of Holly Hill ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Holly Hill Wastewater Treatment Facility, a 3.0 million gallons per day ("MGD") annual average daily flow ("AADF") permitted capacity oxidation ditch advanced domestic wastewater treatment plant with chlorinated effluent, to a 0.6 MGD AADF permitted capacity slow-rate public access ("R-001") consisting of irrigation at the treatment plant and 70 acres at the Riviera Country Club Golf Course, and an interconnect with the City of Ormond Beach's reuse system; and de-chlorinated effluent to a 2.4 MGD AADF permitted discharge to the Halifax River (Class III marine waters) at discharge location D-001 ("Facility"). The Facility is operated under Wastewater Permit No. FL0027677 ("Permit"), which was issued on December 6, 2013 and will expire on December 5, 2018. The Facility is located at 453 LPGA Boulevard, Holly Hill, in

Volusia County, Florida ("Property"). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:

a) In December 2016, the Facility's maximum results for Total Recoverable Zinc at discharge location D-001 ("D-001") exceeded its interim limit of 120.0 micrograms per Liter ("µg/L") for any one sample, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and 62-600.740(1)(b)2.d, F.A.C. The interim limit was in effect under an administrative order (AO #13-001) until December 2016. The Facility's reported results were 149.0 µg/L.

b) The Facility's maximum results for Total Recoverable Zinc at D-001 exceeded the permitted limit of 86.0 µg/L for any one sample from January 2017 through April 2017, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and 62-600.740(1)(b)2.d, F.A.C. The Facility reported 136.0 µg/L for the month of January, 110.0 µg/L for February, 111.0 µg/L for March, and 136.0 µg/L for April.

c) The Facility's maximum results for Total Nitrogen at D-001 exceeded the permitted limit of 6.0 milligrams per Liter (mg/L) for any one sample from April 2017 through July 2017, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and 62-600.740(1)(b)2.d, F.A.C. The Facility reported 6.1 mg/L for the month of April, 9.0 mg/L for May, 10.49 mg/L for June, and 6.1 mg/L for July.

d) The Facility's weekly average results for Total Nitrogen at D-001 exceeded the permitted limit of 4.5 mg/L for any one sample from April 2017 through July 2017, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and 62-600.740(1)(b)2.c, F.A.C. The Facility reported 6.1 mg/L for the month of April, 9.0 mg/L for May, 10.49 mg/L for June, and 6.1 mg/L for July.

e) The Facility's monthly average results for Total Nitrogen at D-001 exceeded the permitted limit of 3.0 mg/L for any one sample from April 2017 through July 2017, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and

62-600.740(1)(b)2.b, F.A.C. The Facility reported 4.25 mg/L for the month of April, 6.73 mg/L for May, 8.72 mg/L for June, and 4.72 mg/L for July.

f) The Facility's annual average results for Total Nitrogen at D-001 exceeded the permitted limit of 3.0 mg/L for any one sample for June 2017 and July 2017, which is a violation of Section 403.161(1)(b), F.S. and Rules 62-4.030, 62-620.300(5), and 62-600.740(1)(b)2.a, F.A.C. The Facility reported 3.05 mg/L for June and 3.26 mg/L for July.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within 60 days of the effective date of this Order, Respondent shall submit to the Department an Engineering Evaluation ("Report") prepared by a professional engineer, registered in the State of Florida. The Report shall contain recommended corrective actions for the elimination of Total Nitrogen exceedances of the current Permit limits to discharge location D-001, and include a determination as to whether the activation of the Industrial Pre-treatment Program is necessary.

b) Within 120 days of the effective date of this Order, Respondent shall submit a complete permit application to the Department, if any of the corrective actions recommended in the Engineering Evaluation outlined in subparagraph 5(a) above require a wastewater permit.

c) Within 210 days of the effective date of the wastewater permit issued to the Facility pursuant to subparagraph 5(b), Respondent shall complete construction of the modifications and submit a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit. If a permit is not required, within 210 days of the effective date of

this Order, Respondent shall complete all corrective actions required pursuant to subparagraph 5(a) above.

d) Upon submitting the Certificate of Completion to the Department, or, if no permit is required, upon completion of corrective actions, Respondent shall demonstrate compliance by maintaining effluent discharge concentrations at discharge location D-001 at or below the Permit's effluent limits for Total Nitrogen for 6 consecutive calendar months and reporting effluent sampling results on the required Discharge Monitoring Reports ("DMRs").

e) Respondent conducted an extensive investigation in the Facility's collection/transmission system to locate the source of the Total Recoverable Zinc exceedances discharged to the D-001 Outfall. During this investigation, it was determined by the Respondent that the discharge from a local industrial facility was the source of the Total Recoverable Zinc exceedances. This discharge was eliminated in April 2017. A file review of DMRs from May 2017 through July 2017 indicates an elimination of the Total Recoverable Zinc and a downward trend in the values reported since April 2017. Respondent shall continue to monitor for Total Recoverable Zinc as required in the Permit. Respondent shall not exceed the Total Recoverable Zinc maximum permit limit for the D-001 outfall. If the Total Recoverable Zinc maximum permit limit is exceeded, a stipulated penalty may be assessed by the Department pursuant to Paragraph 14 of this Order.

f) The effluent discharged to the Halifax River (D-001) shall comply with the interim limits ("Interim Limits"), and the discharge monitoring and reporting requirements outlined in sub-paragraphs 5(g) of this Order. Respondent shall comply with all other Permit conditions, including all other permitted parameter limits, which will remain the same.

g) The Interim Limits shall become effective September 1, 2017 and remain in effect until April 30, 2019, or until compliance is demonstrated as referenced in sub-paragraph 5(d) of this Order, whichever is sooner. The analysis and reporting of the Interim Limits shall be in accordance with the Facility's Permit. The Interim Limits do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations of modified Permit limitations, nor do they authorize or otherwise justify violation of the Florida Air and

Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Order. The Interim Limits for Discharges to the Halifax River (D-001) are as follows:

Effluent Limitations						Monitoring Requirements*	
Parameter	Units	Annual Average	Monthly Average	Weekly Average	Maximum Daily	Monitoring Frequency	Monitoring Location Site Number
Nitrogen, Total (as N)	mg/L	6.0	---	---	---	Weekly	EFD-1
Nitrogen, Total (as N)	mg/L	---	6.0	---	---	Weekly	EFD-1
Nitrogen, Total (as N)	mg/L	---	---	12.0	---	Weekly	EFD-1
Nitrogen, Total (as N)	mg/L	---	---	---	12.0	Weekly	EFD-1

Analyses shall be reported once each month on a DMR. DMRs shall be submitted electronically via the EzDMR reporting system and must be received by the Department no later than the 28th day following the end of the reporting period (e.g., August report would be due not later than September 28th).

6. Every quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a 12-month projection of the work Respondent will perform pursuant to this Order. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

7. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraph 5 by April 30, 2019 and be in full compliance with Rule 62-4.030, 62-600, and 62-620, F.A.C., regardless of any intervening events or alternative time frames imposed in this Order other than those excused delays agreed to by the Department pursuant to Paragraph 19 below.

8. Within 120 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

9. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$4,500.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$4,000.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 2 violations that each warrant a penalty of \$2,000.00 or more, pursuant to Section 403.121, Florida Statutes.

10. In lieu of making cash payment of \$4,000.00 in civil penalties as set forth in Paragraph 9 above, Respondent may elect to off-set the amount of \$4,000.00 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election within 15 days of the effective date of this Order. Regardless of the election of implementing a P2 Project, within 30 days of the effective date of this Order, Respondent must pay the total of \$500.00 assessed in Paragraph 9 above for costs and expenses

incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

11. If Respondent elects to implement a P2 Project as provided in Paragraph 10 above, Respondent shall submit a completed P2 Project Plan ("Plan") within 60 days of the effective date of this Order. The Plan must be completed using Exhibit 1, "P2 Project Plan" template.

12. In the event the Department requires additional information to process the Plan described in Paragraph 11 above, Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

13. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

14. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraphs 5 - 8, 10 - 13, and 28 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in Paragraph 16, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 10 of this Order.

15. Respondent shall make all payments required by this Order by cashier's check, money order, or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldeportal.com/go/pay/>. It will take a number of days after this order is final

and effective filed with the Clerk of the Department before ability to make online payment is available.

16. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Program Manager, Wastewater Compliance/Enforcement Section Department of Environmental Protection, Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767.

17. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

18. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

19. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next

working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

20. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

21. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

22. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

23. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation, and criminal penalties.

24. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

25. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

26. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

27. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

28. Respondent shall publish the following notice in a newspaper of daily circulation in Volusia County, Florida. The notice shall be published one time only within 14 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with City of Holly Hill pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the exceedance of permit limits for the discharge to the Halifax River at 453 LPGA Boulevard, Holly Hill, Volusia County, Florida. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of

Environmental Protection, Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the

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District Office at 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803-3767. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

29. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:



 Joseph A. Forte
 City Manager for City of Holly Hill

10-24-2017
 Date

 FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 6th day of November, 2017, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
 OF ENVIRONMENTAL PROTECTION



 Jeff Prather
 District Director
 Central District

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Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.



Clerk

November 6, 2017
Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

DW_CO (REV. 06/09)

Attachment: Consent Order 2017 (1863 : Approval of Professional Services for Development of Industrial Pretreatment Program)



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

**City Commission
Resolution**

MEETING DATE: November 28, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a 2018 Ford 350 Bucket Truck as Outlined in the Fleet Manager's Replacement Schedule and Authorizing the City Manager to Execute the Purchase from the Beck Auto Group, Utilizing a Cooperative Purchasing Agreement of the Bid Awarded by the City of Tallahassee; and Providing for an Effective Date.
NUMBER: (ID # 1844)
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department is requesting authorization to proceed with the purchasing of a 2018 Ford 350 with bucket lift mounted on the vehicle as a replacement bucket truck for vehicle 938. This purchase was included in this year's budget in accordance with the Fleet Manager's Replacement Schedule.

The vehicle is to be purchased from Beck Auto Group utilizing a cooperative purchasing agreement of the bid awarded by the City of Tallahassee, Florida (Contract No. 3921).

FISCAL ANALYSIS:

This purchase price for this vehicle is \$70,344.22 and is budgeted in the FY2017/18 capital budget.

Account Number 301-4160-519.64-00.

STAFF RECOMMENDATION:

Approve purchase of a 2018 Ford 350 bucket truck.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2017-R-79, APPROVING THE PURCHASE OF A 2018 FORD 350 BUCKET TRUCK AS OUTLINED IN THE FLEET MANAGER'S REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM THE BECK AUTO GROUP, UTILIZING A COOPERATIVE PURCHASING AGREEMENT OF THE BID AWARDED BY THE CITY OF TALLAHASSEE.

ATTACHMENTS:

- Tallahassee Contract(PDF)
- Quote - Beck Auto Group (PDF)

Resolution No. (ID # 1844)

RESOLUTION 2017-R-79 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A 2018 FORD 350 BUCKET TRUCK AS OUTLINED IN THE FLEET MANAGER'S REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM THE BECK AUTO GROUP, UTILIZING A COOPERATIVE PURCHASING AGREEMENT OF THE BID AWARDED BY THE CITY OF TALLAHASSEE; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A 2018 FORD 350 BUCKET TRUCK AS OUTLINED IN THE FLEET MANAGER'S REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM THE BECK AUTO GROUP, UTILIZING A COOPERATIVE PURCHASING AGREEMENT OF THE BID AWARDED BY THE CITY OF TALLAHASSEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted the 5-year Fleet Replacement Schedule on January 10, 2017 for all Departments within the City of Holly Hill; and

WHEREAS, The City needs to replace vehicle 938 (bucket truck) included in this year's budget in accordance with the Fleet Manager's Replacement Schedule; and,

WHEREAS, the City of Tallahassee, Florida competitively bid a vehicles contract (Contract No. 3921); and

WHEREAS, The City of Holly Hill selects to utilize cooperative purchasing of the contract awarded by the City of Tallahassee; and

WHEREAS, The low bidder was the Beck Auto Group.

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

SECTION 1. The City Commission of the City of Holly Hill does hereby approve the purchase of a 2018 Ford F-350 Bucket Truck as outlined in the fleet replacement schedule.

SECTION 2. The City Commission of the City of Holly Hill authorizes the City Manager to execute the purchase from the Beck Auto Group at a price of \$70,344.22.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2017.

CONTRACTNo. 3921

THIS CONTRACT is executed this 25 day of January, 2017 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **BECK AUTO SALES, INC.** hereinafter called the "Contractor",

WITNESSETH:

(TV)

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WHEREAS, the City issued RFP No. 0123-16-K -RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for certain light-duty vehicles, including associated accessories and equipment; and,

WHEREAS, on August 19, 2016, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this Contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if the City's opinion, it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Vehicles.

- 1.1 Contractor shall provide such light duty vehicles, including associated accessories and equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the Parties unless otherwise stated in this Contract. Each Vehicle shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install or mount, or shall cause its subcontractor to install or mount, associated accessories or equipment. Nothing in this Agreement shall prohibit the City from purchasing or entering into a contract to purchase Vehicles from another dealer or manufacturer if in the opinion of the City such action is in the best interest of the City.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") shall schedule the following meetings with respect to each order received from the City.

- (i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.
- (ii) A second meeting, if required by the City; will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.
- (iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle and all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The Contractor shall be responsible for all accessories and equipment installed or provided by the manufacturer, the Contractor, or its subcontractor under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other City contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three (3) weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each Party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made;
- (ii) Changes, if any, in the time for delivery of each completed Vehicle; and,

- (iii) Changes in the price of each completed Vehicle and associated accessories.

SECTION 2.0 PURCHASE OF PARTS.

- 2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the FMD facilities on the next business day after placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City, unless earlier terminated in accordance with its terms. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the Parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

- 4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

- (i) for the current model year, the initial prices as set forth in the Proposal; or
- (ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer plus two percent (2%).

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories and equipment. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories or equipment, including OEM parts, at Contractor's cost plus ten percent (10%). The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. No later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other municipal customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of Contract, the City shall either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with the returned parts.

4.3 Payment.

4.3.1 All Vehicle prices shall be F.O.B. FMD facilities, 400 Dupree Street, Tallahassee, Florida.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the Parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Vehicle. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.
- 5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle prior to delivery and shall demonstrate, to the satisfaction of the City, at the time of delivery to the body manufacturer and at final delivery to the City, that each Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, an all representations of the manufacturer. The delivery schedules shall be agreed upon at the first pre-construction meeting, but shall be subject to change by Contractor. The City will be notified of the need for the adjustment. If the change is not acceptable to the City, the City shall have the right to cancel the affected order, or portion thereof, without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.
- 5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract; and, within seven (7) days following delivery, the City shall notify the Contractor, in writing or by verifiable email, of either its final acceptance of each Vehicle or of the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon

completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse to accept the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

- 5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:
- (i) one (1) copy of the associated technical and service manuals, per model; DVE preferred; and
 - (ii) one (1) copy of the manufacturer's preventive maintenance schedule; and,
 - (iii) the manufacturer's statement of origin, title application, and all warranty documents.
- 5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extent such claim, suit or proceeding is based on a claim that any cab and chassis and associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The City will not be responsible for any settlement or proceeding

made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers' Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by

Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

- (a) *Commercial General Liability and Automobile Liability Coverage*
 - (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses

arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5. *Verification of Coverage*

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

of such work at FMD facilities, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-warranty repairs performed by the Contractor's technician at the direction of the City will be billed to the City at \$57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness, or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either Party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the Party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a Party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is acceptable):

Beck Autos Sales, Inc.
256 Hwy 17 North
Palatka, Florida 32177
Attn: Lisa Man

and to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304

Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the Parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the Parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor

will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

- 10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms and conditions shall not include Section 4.2 as it relates to consignment of parts and accessories or Section 9.4. Should any such entity purchase Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of \$100.00 per Vehicle. If such credit is not used within six (6) months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.
- 10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the Parties and supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.
- 10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

By: James O. Cooke, IV

James O. Cooke, IV
City Treasurer-Clerk

CITY OF TALLAHASSEE

By: Andre Libroth

Andre Libroth
Manager for Procurement Services

Approved as to form:

By: [Signature]

City Attorney



BECK AUTO SALES, INC.

By: [Signature]

PRESTON B. SLOAN, PRESIDENT
(Type or print name and title of signatory)

Witness as to the Contractor

Bradley Sloan

Witness as to the Contractor

Nancy D. Noble

City of Tallahassee Contract #3921				
RFP # 0123-16-K -RC				
AWARD DATE 11-1-2016				
BUICK	Body			
Buick Cascada	Code			
Cascada - 1SV	4WT67			
Buick Enclave				
Enclave FWD 1 SD Convenience	4R14526			
Enclave AWD 1SL Leather	4V14526			
Buick Encore				
Encore FWD 1SB	4JU76			
Encore AWD 1SB	4JM76			
Encore FWD 1SL	4JV76			
Encore AWD 1SL	4JN76			
Buick Envision				
FWD Preferred	4XR26			
Envision FWD 1SL	4XS26			
Envision AWD 1SD	4XY26			
Envision AWD 1SL Essence	4XZ26			
Envision AWD Premium 1SN	4XT26			
Envision AWD Premium II 1SP	4XU26			
Buick LaCrosse				
LaCrosse FWD 1SV	4ZF79			
LaCrosse FWD 1SB Preferred	4ZB79			
LaCrosse FWD 1SP Premium	4ZC79			
LaCrosse AWD 1SP Premium	4ZG79			
Buick Regal				
Regal FWD 1SV	4GU69			
Regal AWD 1SL	4GC69			

Regal FWD Premium II Group	4GS69		
Regal AWD Premium II Group	4GE69		
Regal FWD 1SX GS	4GJ69		
Regal AWD 1SX GS	4GF69		
Regal FWD Sport Touring	4GV69		
Buick Verano			
Verano 1SV	4GP69		
Verano 1SL Leather Group	4PH69		
CHEVROLET	Body		
Bolt EV	Code		
LT 5 door HB	1FB48		
Premier 5 door HB	1FC48		
Camaro			
Coupe 1LT	1AG37		
Coupe 2LT	1AH37		
Coupe 1SS	1AJ37		
Coupe 2SS	1AK37		
Coupe ZL1	1AL37		
Convertible 1LT	1AG67		
Convertible 2LT	1AH67		
Convertivble 1SS	1AJ67		
Convertivble 2SS	1AK67		
Convertible ZL1	1AL67		
Caprice Police Car			
Caprice Police Sedan	1EW19		
Corvette			
Stingray Coupe 1LT	1YY07		
Singray Convertible 1LT	1YY67		
Singray Coupe w/Z51 1LT	1YX07		
Singray Convertible w/Z51 1LT	1YX67		
Coupe Z06 1LZ	1YZ07		

Convertible Z06 1LZ	1YZ67		
Coupe Grand Sport 1LT	1YW07		
Convertible Grand Sport 1LT	1YW67		
Cruze			
Sedan LS 1SB	1BR69		
Sedan LT 1SD	1BT69		
Sedan Premier	1BS69		
HB LT / 1SD	1BT68		
HB Premier	1BS68		
Impala			
1FL LS	1GX69		
1LT	1GY69		
2LZ Premier	1GZ69		
CHRYSLER	Body		
Chrysler 200	Code		
200 LX	UFCE41		
200 Limited	UFCH41		
200S	UFCL41		
200C	UFCS41		
200S AWD	UFFL41		
200C AWD	UFFS41		
Chrysler 300 Cars			
Limited RWD	LXCH48		
S RWD	LXCL48		
C RWD	LXCS48		
C Platinum RWD	LXCR48		
Limited AWD	LXFH48		
S AWD	LXFL48		
C AWD	LXFS48		
C Platinum AWD	LXFR48		
Pacifica			

Pacifica LX Wagon	RUCL53		
Pacifica Touring Wagon	RUCM53		
Pacifica Touring - L Wagon	RUCH53		
Pacifica Touring - L Plus Wagon	RUCP53		
Pacifica Limited Wagon	RUCT53		
Pacifica Hybrid Premium FWD	RUEH53		
Pacifica Hybrid Platinum FWD	REUS53		
DODGE	Body		
Charger	Code		
SE RWD	LDDM48		
SXT RWD	LDDS48		
R/T RWD	LDDP48		
R/T Scat Pack RWD	LDDR48		
SRT 392 RWD	LDDX48		
SRT Hellcat RWD	LDDT48		
SE AWD	LDEM48		
SXT AWD	LDES48		
Police Charger			
Police RWD	LDDE48		
Police AWD	LDEE48		
Dodge Journey			
SE	JCDH49		
SE AWD	JCEH49		
SXT	JCDE49		
SXT AWD	JCEE49		
Crossroad FWD	JCDR49		
Crossroad AWD	JCER49		
R/T FWD	JCDX49		
R/T AWD	JCEX49		
Durango			
SXT RWD	WDDL75		
Limited RWD	WDDH75		

Citadel RWD	WDDP75		
R/T RWD	WDDS75		
Special Service RWD	WDDE75		
SXT AWD	WDEL75		
Limited AWD	WDEH75		
Citadel AWD	WDEP75		
R/T AWD	WDES75		
Special Service AWD	WDEE75		
Grand Caravan			
AVP/SE	RTKH53		
SXT	RTKM53		
R/T	RTKX53		
RAM	Body		
RAM 1500 2WD Pick - Up Trucks	Code		
Tradesman 4x2 Regular Cab 6'4" Box	DS1L61		
SLT 4x2 Regular Cab 6'4" Box	DS1H61		
Sport 4x2 Regular Cab 6'4" Box	DS1S61		
Tradesman 4x2 Regular Cab 8' Box	DS1L62		
SLT 4x2 Regular Cab 8' Box	DS1H62		
Tradesman 4x2 Quad Cab 6'4" Box	DS1L41		
SLT 4x2 Quad Cab 6'4" Box	DS1H41		
HFE 4x2 Quad Cab 6'4" Box	DS1E41		
Sport 4x2 Quad Cab 6'4" Box	DS1S41		
Laramie 4x2 Quad Cab 6'4" Box	DS1P41		
Tradesman 4x2 Crew Cab 5'7" Box	DS1L98		
SLT 4x2 Crew Cab 5'7" Box	DS1H98		
Sport 4x2 Crew Cab 5'7" Box	DS1S98		
Laramie 4x2 Crew Cab 5'7" Box	DS1P98		
Rebel 4x2 Crew Cab 5'7" Box	DS1X98		
Longhorn 4x2 Crew Cab 5'7" Box	DS1R98		
Tradesman 4x2 Crew Cab 6'4" Box	DS1L91		
SLT 4x2 Crew Cab 6'4" Box	DS1H91		
Sport 4x2 Crew Cab 6'4" Box	DS1S91		
Laramie 4x2 Crew Cab 6'4" Box	DS1P91		

Longhorn 4x2 Crew Cab 6'4" Box	DS1R91		
RAM 1500 4WD Pick - Up Trucks			
Tradesman 4x4 Regular Cab 6'4" Box	DS6L61		
SLT 4x4 Regular Cab 6'4" Box	DS6H61		
Sport 4x4 Regular Cab 6'4" Box	DS6S61		
Tradesman 4x4 Regular Cab 8' Box	DS6L62		
SLT 4x4 Regular Cab 8' Box	DS6H62		
Tradesman 4x4 Quad Cab 6'4" Box	DS6L41		
SLT 4x4 Quad Cab 6'4" Box	DS6H41		
Sport 4x4 Quad Cab 6'4" Box	DS6S41		
Laramie 4x4 Quad Cab 6'4" Box	DS6P41		
Tradesman 4x4 Crew Cab 5'7" Box	DS6L98		
SSV 4x4 Crew Cab 5'7" Box	DS6T98		
SLT 4x4 Crew Cab 5'7" Box	DS6H98		
Sport 4x4 Crew Cab 5'7" Box	DS6S98		
Laramie 4x4 Crew Cab 5'7" Box	DS6P98		
Rebel 4x4 Crew Cab 5'7" Box	DS6X98		
Longhorn 4x4 Crew Cab 5'7" Box	DS6R98		
Tradesman 4x4 Crew Cab 6'4" Box	DS6L91		
SLT 4x4 Crew Cab 6'4" Box	DS6H91		
Sport 4x4 Crew Cab 6'4" Box	DS6S91		
Laramie 4x4 Crew Cab 6'4" Box	DS6P91		
Longhorn 4x4 Crew Cab 6'4" Box	DS6R91		
RAM 2500 2WD Pick - Up Trucks			
Tradesman 4x2 Regular Cab 8' Box	DJ2L62		
SLT 4x2 Regular Cab 8' Box	DJ2H62		
Tradesman 4x2 Crew Cab 6'4" Box	DJ2L91		
SLT 4x2 Crew Cab 6'4" Box	DJ2H91		
Laramie 4x2 Crew Cab 6'4" Box	DJ2P91		
Laramie Longhorn 4x2 Crew Cab 6'4" Box	DJ2R91		
Tradesman 4x2 Crew Cab 8' Box	DJ2L92		
SLT 4x2 Crew Cab 8' Box	DJ2H92		
Laramie 4x2 Crew Cab 8' Box	DJ2P92		
Laramie Longhorn 4x2 Crew Cab 8' Box	DJ2R92		

SLT 4x2 Mega Cab 6'4" Box	DJ2H81		
Laramie 4x2 Mega Cab 6'4" Box	DJ2P81		
Longhorn 4x2 Mega Cab 6'4" Box	DJ2R81		
RAM 2500 4WD Pick - Up Trucks			
Tradesman 4x4 Regular Cab 8' Box	DJ7L62		
SLT 4x4 Regular Cab 8' Box	DJ7H62		
Tradesman 4x4 Crew Cab 6'4" Box	DJ7L91		
SLT 4x4 Crew Cab 6'4" Box	DJ7H91		
Laramie 4x4 Crew Cab 6'4" Box	DJ7P91		
Longhorn 4x4 Crew Cab 6'4" Box	DJ7R91		
Tradesman 4x4 Crew Cab 8' Box	DJ7L92		
SLT 4x4 Crew Cab 8' Box	DJ7H92		
Laramie 4x4 Crew Cab 8' Box	DJ7P92		
Longhorn 4x4 Crew Cab 8' Box	DJ7R92		
SLT 4x4 Mega Cab 6'4" Box	DJ7H81		
Laramie 4x4 Mega Cab 6'4" Box	DJ7P81		
Longhorn 4x4 Mega Cab 6'4" Box	DJ7R81		
RAM 3500 2WD Pick - Up Trucks			
Tradesman 4x2 Regular Cab 8' Box	D23L62		
SLT 4x2 Regular Cab 8' Box	D23H62		
Tradesman 4x2 Crew Cab 6'4" Box	D23L91		
SLT 4x2 Crew Cab 6'4" Box	D23H91		
Laramie 4x2 Crew Cab 6'4" Box	D23P91		
Laramie Longhorn 4x2 Crew Cab 6'4" Box	D23R91		
Tradesman 4x2 Crew Cab 8' Box	D23L92		
SLT 4x2 Crew Cab 8' Box	D23H92		
Laramie 4x2 Crew Cab 8' Box	D23P92		
Laramie Longhorn 4x2 Crew Cab 8' Box	D23R92		
SLT 4x2 Mega Cab 6'4" Box	D23H81		
Laramie 4x2 Mega Cab 6'4" Box	D23P81		
Laramie Longhorn 4x2 Mega Cab 6'4" Box	D23R81		
RAM 3500 4WD Pick - Up Trucks			
Tradesman 4x4 Regular Cab 8' Box	D28L62		

SLT 4x4 Regular Cab 8' Box	D28H62		
Tradesman 4x4 Crew Cab 6'4" Box	D28L91		
SLT 4x4 Crew Cab 6'4" Box	D28H91		
Laramie 4x4 Crew Cab 6'4" Box	D28P91		
Laramie Longhorn 4x4 Crew Cab 6'4" Box	D28R91		
Tradesman 4x4 Crew Cab 8' Box	D28L92		
SLT 4x4 Crew Cab 8' Box	D28H92		
Laramie 4x4 Crew Cab 8' Box	D28P92		
Laramie Longhorn 4x4 Crew Cab 8' Box	D28R92		
SLT 4x4 Mega Cab 6'4" Box	D28H81		
Laramie 4x4 Mega Cab 6'4" Box	D28P81		
Laramie Longhorn 4x4 Mega Cab 6'4" Box	D28R81		
RAM 3500 2WD Chassis Cab			
Tradesman 2WD Regular Cab 143" WB 60"	DD3L63		
Tradesman 2WD Regular Cab 167" WB 80"	DD3L64		
Tradesman 2WD Crew Cab 172" WB 60"	DD3L93		
Tradesman 2WD Regular Cab 143" WB 60"	DF3L63		
Tradesman 2WD Crew Cab 172"WB 60"	DF3L93		
RAM 3500 4WD Chassis Cab			
Tradesman 4WD Regular Cab 143" WB 60"	DD8L63		
Tradesman 4WD Regular Cab 167" WB 80"	DD8L64		
Tradesman 4WD Crew Cab 172" WB 60"	DD8L93		
Tradesman 4WD Regular Cab 143" WB 60"	DF8L63		
Tradesman 4WD Crew Cab 172" WB 60"	DF8L93		
RAM 4500 2WD Chassis Cab			
Tradesman 4x2 Regular Cab 144.5" WB 60"	DP4L63		
Tradesman 4x2 Regular Cab 168.5" WB 80"	DP4L64		
Tradesman 4x2 Regular Cab 192.5" WB 80"	DP4L65		
Tradesman 4x2 Regular Cab 204.5" WB 80"	DP4L66		
Tradesman 4x2 Crew Cab 173.4" WB 60"	DP4L93		
Tradesman 4x2 Crew Cab 197.4" WB 84"	DP4L94		
RAM 4500 4WD Chassis Cab			

Tradesman 4x4 Regular Cab 144.5" WB	DP9L63		
Tradesman 4x4 Regular Cab 168.5" WB	DP9L64		
Tradesman 4x4 Regular Cab 192.5" WB	DP9L65		
Tradesman 4x4 Regular Cab 204.5" WB	DP9L66		
Tradesman 4x4 Crew Cab 173.4" WB 60	DP9L93		
Tradesman 4x4 Crew Cab 197.4" WB 84	DP9L94		
RAM 5500 2WD Chassis Cab			
Tradesman 4x2 Regular Cab 144.5" WB	DP5L63		
Tradesman 4x2 Regular Cab 168.5" WB	DP5L64		
Tradesman 4x2 Regular Cab 192.5" WB	DP5L65		
Tradesman 4x2 Regular Cab 204.5" WB	DP5L66		
Tradesman 4x2 Crew Cab 173.4" WB 60	DP5L93		
Tradesman 4x2 Crew Cab 197.4" WB 84	DP5L94		
RAM 5500 4WD Chassis Cab			
Tradesman 4x4 Regular Cab 144.5" WB	DP0L63		
Tradesman 4x2 Regular Cab 168.5" WB	DP0L64		
Tradesman 4x4 Regular Cab 192.5" WB	DP0L65		
Tradesman 4x4 Regular Cab 204.5" WB	DP0L66		
Tradesman 4x4 Crew Cab 173.4" WB 60	DP0L93		
Tradesman 4x4 Crew Cab 197.4" WB 84	DP0L94		
ProMaster Chassis Cab Low Roof			
3500 Chassis Cab 136" WB 81" CA	VF3L02		
3500 Chassis Cab 159" WB 104" CA	VF3L04		
3500 Chassis Cab 159" WB 104" CA EXT	VF3L05		
ProMaster Cargo Van Low Roof			
1500 Low Roof 118" WB	VF1L11		
1500 Low Roof 136" WB	VF1L12		
ProMaster Cargo Van High Roof			
1500 High Roof 136" WB	VF1L13		
2500 High Roof 136" WB	VF2L13		
2500 High Roof 159" WB	VF2L16		

3500 High Roof 159" WB	VF3L16		
3500 High Roof 159" WB EXT	VF3L17		
ProMaster City Cargo Van			
Tradesman Van	VMDL51		
Tradesman SLT Van	VMDH51		
ProMaster Window Van			
2500 High Roof 159" WB	VF2L26		
3500 High Roof 159" WB EXT	VF3L27		
ProMaster Cutaway			
3500 Low Roof 136" WB	VF3L32		
3500 Low Roof 159" WB	VF3L34		
3500 Low Roof Extended 159" WB	VF3L35		
ProMaster City Wagon			
Wagon	VMDL51		
Wagon SLT	VMDH51		
FORD	Body		
C - Max Energi	Code		
SE FWD	P5E		
FWD Titanium	P5F		
C-Max Hybrid			
SE FWD	P5A		
Titanium FWD	P5D		
Fiesta			
SE Sedan	P4B		
Titanium Sedan	P4C		
SE Hatch	P4E		
Titanium Hatch	P4F		
ST Hatch	P4G		

Taurus			
SE FWD	P2D		
SLE FWD	P2E		
Limited FWD	P2F		
SLE AWD	P2H		
Limited AWD	P2J		
SHO AWD	P2K		
Focus			
S Sedan	P3E		
SE Sedan	P3F		
SEL Sedan	P3H		
Titanium Sedan	P3J		
SE Hatch	P3K		
SEL Hatch	P3M		
Titanium Hatch	P3N		
ST Hatch	P3L		
Electric Hatch	P3R		
RS Hatch	P3T		
Fusion			
S FWD	P0G		
SE FWD	P0H		
Titanium FWD	P0K		
Platinum FWD	BQB		
SE AWD	P0T		
Titanium AWD	P0D		
Sport AWD	P0V		
Platinum AWD	BQC		
S Hybrid FWD	P0U		
SE Hybrid FWD	P0L		
Titanium Hybrid FWD	P0R		
Platinum Hybrid FWD	BQD		
Fusion Energi			
SE FWD Plug - In	P0P		

Titanium FWD Plug - In	P0S		
Platinum FWD Plug - In	BQE		
Mustang			
V6 Fastback	P8A		
EcoBoost Fastback	P8T		
GT Fastback	P8C		
V6 Convertible	P8E		
EcoBoost Premium Convertible	P8U		
GT Premium Convertible	P8F		
Police Interceptor Sedan			
FWD	P2L		
AWD	P2M		
Flex FWD			
SE FWD	K5B		
SEL FWD	K5C		
Limited FWD	K5D		
Flex AWD			
SEL AWD	K6C		
Limited AWD	K6D		
Escape FWD			
S FWD	U0F		
SE FWD	U0G		
Titanium FWD	U0J		
Escape 4x4			
SE 4x4	U9G		
Titanium 4x4	U9J		
Edge FWD			
SE FWD	K3G		
SLE FWD	K3J		
Titanium FWD	K3K		
Edge AWD			

SE AWD	K4G		
SLE AWD	K4J		
Titanium AWD	K4K		
Sport AWD	K4A		
Explorer FWD			
Base FWD	K7B		
XLT FWD	K7D		
Limited FWD	K7F		
Explorer 4WD			
Base 4WD	K8B		
XLT 4WD	K8D		
Limited 4WD	K8F		
Sport 4WD	K8G		
Platinum 4WD	K8H		
Expedition 4x2			
XL 4x2	U1F		
XLT 4x2	U1H		
Limited 4x2	U1K		
Platinum 4x2	U1L		
Expedition 4x4			
XL 4x4	U1G		
XLT 4x4	U1J		
Limited 4x4	U2A		
Platinum 4x4	U1M		
Expedition EL 4x2			
XL 4x2	K1F		
XLT 4x2	K1H		
Limited 4x2	K1K		
Platinum 4x2	K1L		
Expedition EL 4x4			
XL 4x4	K1G		
XLT 4x4	K1J		
Limited 4x4	K2A		

Platinum 4x4	K1M		
Police Interceptor Utility			
AWD 4dr	K8A		
Transit Connect Van SWB			
XL SWB w/Rear Symmetrical Doors	S6E		
XL SWB w/ Rear Liftgate	E6E		
XLT SWB w/Rear Symmetrical Doors	S6F		
XLT SWB w/ Rear Liftgate	E6F		
Transit Connect Van LWB			
XL LWB w/Rear Symmetrical Doors	S7E		
XL LWB w/ Rear Liftgate	E7E		
XLT LWB w/Rear Symmetrical Doors	S7F		
XLT LWB w/ Rear Liftgate	E7F		
Transit Connect Wagon			
XL LWB w/Rear Symmetrical Doors	S9E		
XL LWB w/Rear Liftgate	E9E		
XLT SWB w/ Rear Symmetrical Doors	S8F		
XLT SWB w/ Rear Liftgate	E8F		
XLT LWB w/ Rear Symmetrical Doors	S9F		
XLT LWB w/ Rear Liftgate	E9F		
Titanium SWB w/ Rear Liftgate	E8G		
Titanium LWB w/ Rear Liftgate	E9G		
Transit Van (Full Size)			
T - 150 130" WB Low Roof 8600 GVWR	E1Z		
T - 150 130" WB Low Roof 8600 GVWR	E1Y		
T - 150 130" WB Medium Roof 8600 GV	E1C		
T - 150 130" WB Medium Roof 8600 GV	E1D		
T - 150 148" WB Low Roof 8600 GVWR	E9Z		
T - 150 148" WB Low Roof 8600 GVWR	E2Y		
T - 150 148" WB Meduim Roof 8600 GV	E2C		
T - 150 148" WB Medium Roof 8600 GV	E2D		

T - 250 130" WB Low Roof 9000 GVWR	R1Z		
T - 250 130" WB Low Roof 9000 GVWR	R1Y		
T - 250 130" WB Medium Roof 9000 GV	R1C		
T - 250 130" WB Medium Roof 9000 GV	R1D		
T - 250 148" WB Low Roof 9000 GVWR	R2Z		
T - 250 148" WB Low Roof 9000 GVWR	R2Y		
T - 250 148" WB Medium Roof 9000 GV	R2C		
T - 250 148" WB Medium Roof 9000 GV	R2D		
T - 250 148" WB High Roof 9000 GVWR	R2X		
T - 250 148" WB High Roof 9000 GVWR	R2U		
T - 250 148" WB EL High Roof 9000 GVW	R3X		
T - 250 148" WB EL High Roof 9000 GVW	R3U		
T - 350 130" WB Medium Roof 9500 GV	W9C		
T - 350 130" WB Low Roof 9500 GVWR	W1Z		
T - 350 130" WB Low Roof 9500 GVWR	W1Y		
T - 350 130" WB Medium Roof 9500 GV	W1D		
T - 350 148" WB Low Roof 9500 GVWR	W2Z		
T - 350 148" WB Low Roof 9500 GVWR	W2Y		
T - 350 148" WB Medium Roof 9500 GV	W2C		
T - 350 148" WB Medium Roof 9500 GV	W2D		
T - 350 148" WB High Roof 9500 GVWR	W2X		
T - 350 148" WB High Roof 9500 GVWR	W2U		
T - 350 148" WB EL High Roof 9500 GVW	W3X		
T - 350 HD 148" WB EL High Roof 9950	F4X		
T - 350 HD 148" WB EL High Roof 10360	S4X		
T - 350 148" WB EL High Roof 9500 GVW	W3U		
T - 350 HD 148" WB EL High 9950 GVWF	F4U		
T - 350 HD 148" WB El High 10360 GVW	S4U		
Transit Wagon			
T - 150 130" WB Low Roof XL Swing - Ou	K1Z		
T - 150 130" WB Low rRoof XL Sliding RH	K1Y		
T - 150 130" WB Medium Roof XL Sliding	K1C		
T - 350 148" WB Low Roof XL Swing - Ou	X2Z		
T - 350 148" WB Low Roof XL Sliding RH	X2Y		

T - 350 148" WB Medium Roof XL Sliding	X2C		
T - 350 148" WB High Roof XL Sliding RH	X2X		
T - 350 148" WB EL High Roof XL Sliding	U4X		
Transit Cutaway			
T - 250 SRW 138" WB 9000 GVWR	R5P		
T - 250 SRW 156" WB 9000 GVWR	R7P		
T - 350 SRW 138" WB 9500 GVWR	W5P		
T - 350 SRW 156" WB 9500 GVWR	W7P		
T - 350 DRW 138" WB 9950 GVWR	F6P		
T - 350 DRW 138" WB 10360 GVWR	S6P		
T - 350 DRW 156" WB 9950 GVWR	F8P		
T - 350 DRW 156" WB 10360 GVWR	S8P		
T - 350 DRW 178" WB 9950 GVWR	F9P		
T - 350 DRW 178" WB 10360 GVWR	S9P		
Transit Chassis Cab			
T - 250 SRW 138" WB 9000 GVWR	R5Z		
T - 250 SRW 156" WB 9000 GVWR	R7Z		
T - 350 SRW 138" WB 9500 GVWR	W5Z		
T - 350 SRW 156" WB 9500 GVWR	W7Z		
T - 350 DRW 138" WB 9950 GVWR	F6Z		
T - 350 DRW 138" WB 10360 GVWR	S6Z		
T - 350 DRW 156" WB 9950 GVWR	F8Z		
T - 350 DRW 156" WB 10360 GVWR	S8Z		
T - 350 DRW 178" WB 9950 GVWR	F9Z		
T - 350 DRW 178" WB 10360 GVWR	S9Z		
E - Series Cutaway			
E - 350 SRW 138" WB	E3F		
E - 450 DRW 158" WB	E4F		
Stripped Chassis			
E - Series E - 350 138" WB	E3K		

E - Series E - 450 158" WB	E4K		
F - 53 Motorhome Stripped Chassis	F5D		
F - 59 Commercial Stripped Chassis	F5K		
F - 150 Pick Up Trucks			
XL 2WD Regular Cab 6.5' Box	F1C		
XL 2WD Super Cab 6.5' Box	X1C		
XL 2WD Super Crew 5.5' Box	W1C		
XL 4WD Regular Cab 6.5' Box	F1E		
XL 4WD Super Cab 6.5' Box	X1E		
XL 4WD Super Crew 5.5' Box	W1E		
Raptor 4WD Super Crew 5.5' Box	W1R		
Raptor 4WD Super Cab 5.5' Box	X1R		
F - 250 Super Duty Trucks			
XL 2WD Regular Cab 8' Box	F2A		
XL 2WD Super Cab 6.75' Box	X2A		
XL 2WD Crew Cab 6.75' Box	W2A		
XL 4WD Regular Cab 8' Box	F2B		
XL 4WD Super Cab 6.75' Box	X2B		
XL 4WD Crew Cab 6.75' Box	W2B		
F - 350 Super Duty Trucks			
XL 2WD Regular Cab 8' Box SRW	F3A		
XL 2WD Super Cab 6.75' Box SRW	X3A		
XL 2WD Crew Cab 6.75' Box SRW	W3A		
XL 4WD Regular Cab 8' Box SRW	F3B		
XL 4WD Super Cab 6.75' Box SRW	X3B		
XL 4WD Crew Cab 6.75' Box SRW	W3B		
XL 2WD Regular Cab 8' Box DRW	F3C		
XL 2WD Super Cab 8' Box DRW	X3C		
XL 2WD Crew Cab 8' Box DRW	W3C		

XL 4WD Regular Cab 8' Box DRW	F3D		
XL 4WD Super Cab 8' Box DRW	X3D		
XL 4WD Crew Cab 8' Box DRW	W3D		
F - 450 DRW Super Duty Trucks			
XL 4WD Crew Cab 8' Box	W4D		
F - 350 Chassis Cab Super Duty SRW			
XL 2WD Regular Cab 145" WB 60" CA	F3E		
XL 2WD Super Cab 168" WB 60" CA	X3E		
XL 2WD Crew Cab 179" WB 60" CA	W3E		
XL 4WD Regular Cab 145" WB 60" CA	F3F		
XL 4WD Super Cab 168" WB 60" CA	X3F		
XL 4WD Crew Cab 179" WB 60" CA	W3F		
F - 350 Chassis Cab Super Duty DRW			
XL 2WD Regular Cab 145" WB 60" CA	F3G		
XL 2WD Super Cab 168" WB 60" CA	X3G		
XL 2WD Crew Cab 179" WB 60" CA	W3G		
XL 4WD Regular Cab 145" WB 60" CA	F3H		
XL 4WD Super Cab 168" WB 60" CA	X3H		
XL 4WD Crew Cab 179" WB 60" CA	W3H		
F - 450 Chassis Cab Super Duty DRW			
XL 2WD Regular Cab 145" WB 60" CA	F4G		
XL 2WD Super Cab 168" WB 60" CA	X4G		
XL 2WD Crew Cab 179" WB 60" CA	W4G		
XL 4WD Regular Cab 145" WB 60" CA	F4H		
XL 4WD Super Cab 168" WB 60" CA	X4H		
XL 4WD Crew Cab 179" WB 60" CA	W4H		
F - 550 Chassis Cab Super Duty DRW			
XL 2WD Regular Cab 145" WB 60" CA	F5G		
XL 2WD Super Cab 168" WB 60" CA	X5G		
XL 2WD Crew Cab 179" WB 60" CA	W5G		
XL 4WD Regular Cab 145" WB 60" CA	F5H		

XL 4WD Super Cab 168" WB 60" CA	X5H		
XL 4WD Crew Cab 179" WB 60" CA	W5H		
MEDIUM DUTY			
F650	F6A	X6A	W6A
	F6B	X6B	W6B
	F6C	X6D	W6D
	F6D	X6E	W6E
	F6E	X6T	W6T
	F6T		
F750	F7A	X7A	W7A
	F7D	X7D	W7D
	F7T	X7T	W7T
LINCOLN	Body		
MKT	Code		
3.7L FWD	J5F		
3.7L AWD w/Limo PKG	J5L		
3.7L AWD w/Livery PKG	J5N		
3.5L AWD Elite	J5A		
MKX			
Premiere FWD	J6J		
Select FWD	L6K		
Reverse FWD	J6L		
Black Label FWD	J7J		
Premiere AWD	J8J		
Select AWD	J8K		
Reverse AWD	J8L		
Black Label AWD	J9J		
Lincoln Continental			
Continental Premiere FWD	L9P		
Continental Livery FWD	L9U		
Continental Select FWD	L9S		

Continental Reserve FWD	L9R		
Continental Premiere AWD	L9V		
Continental Livery AWD	L9H		
Continental Select AWD	L9T		
Continental Reserve AWD	L9N		
MKC			
MKC 4dr Premier FWD	J1C		
MKC 4dr Select FWD	J2C		
MKC 4dr Reserve FWD	J3C		
MKC 4dr Black Label FWD	J4C		
MKC 4dr Premier AWD	J1D		
MKC 4dr Select AWD	J2D		
MKC 4dr Reserve AWD	J3D		
MKC 4dr Black Label AWD	J4D		
MKZ			
Premiere FWD	L5A		
Hybrid Premiere FWD	L5K		
Select FWD	L5C		
Hybrid Select FWD	L5L		
Reserve FWD	L5E		
Hybrid Reserve FWD	L5M		
Premiere AWD	L5B		
Select AWD	L5D		
Reserve AWD	L5F		
Navigator			
Select 2WD	L2H		
Reserve 2WD	J2K		
Select 4WD	J2J		
Reserve 4WD	J2L		

Navigator L			
Select 2WD	J3H		
Reserve 2WD	J3K		
Select 4WD	J3J		
Reserve 4WD	J3L		
GMC	Body		
Acadia	Code		
SLE FWD	TNB26		
SLE FWD	TNC26		
SLT FWD	TND26		
SLT FWD	TNE26		
Denali FWD	TNF26		
SLE AWD	TNJ26		
SLE AWD	TNK26		
SLT AWD	TNL26		
SLT AWD	TNM26		
Denali AWD	TNN26		
Acadia Limited			
Limited FWD	TR14526		
Limited AWD	TV14526		
Terrain			
SLE FWD	TLF26		
SLE FWD	TLH26		
SLT FWD	TLJ26		
SLE AWD	TLG26		
SLE AWD	TLK26		
SLT AWD	TLM26		
Yukon			
SLE 2WD	TC15706		
SLE 4WD	TK15706		

Yukon XL			
SLE 2WD	TC15906		
SLE 4WD	TK15906		
Canyon			
Ext Cab 128.3" 2WD (2VL)	T2M53		
Ext Cab 128.3" 2WD SLE (2LE)	T2N53		
Ext Cab 128.3" 2WD SLT (2LT)	T2P53		
Crew Cab 128.3" 2WD (2VL)	T2M43		
Crew Cab 128.3" 2WD SLE (2LE)	T2N43		
Crew Cab 128.3" 2WD SLT (2LT)	T2P43		
Crew Cab 140.5" 2WD	T2T43		
Crew Cab 140.5" 2WD SLE	T2U43		
Crew Cab 140.5" 2WD SLT	T2V43		
Sierra 1500 Light Duty Pickup			
2WD Base Regular Cab 119.0" WB	TC15703		
2WD Base Regular Cab 133.0" WB	TC15903		
2WD Base Double Cab 143.5"WB	TC15753		
2WD Base Crew Cab 143.5" WB	TC15543		
2WD Base Crew Cab 153.0" WB	TC15743		
4WD Base Regular Cab 119.0" WB	TK15703		
4WD Base Regular Cab 133.0" WB	TK15903		
4WD Base Double Cab 143.5" WB	TK15753		
4WD Base Crew Cab 143.5" WB	TK15543		
4WD Base Crew Cab 153.0" WB	TK15743		
Sierra 2500 Heavy Duty			
2WD Base Regular Cab 133.6" WB	TC25903		
2WD Base Double Cab 144.2"	TC25753		
2WD Base Double Cab 158.1" WB	TC25953		
2WD Base Crew Cab 153.7" WB	TC25743		
2WD Base Crew Cab 167.7" WB	TC25943		

4WD Base Regular Cab 133.6" WB	TK25903		
4WD Base Double Cab 144.2" WB	TK25753		
4WD Base Double Cab 158.1" WB	TK25953		
4WD Base Crew Cab 153.7" WB	TK25743		
4WD Base Crew Cab 167.7" WB	TK25943		
Sierra 3500 Heavy Duty			
2WD Base Regular Cab 133.6" WB	TC35903		
2WD Base Double Cab 158.1" WB	TC35953		
2WD Base Crew Cab 153.7" WB	TC35743		
2WD Base Crew Cab 167.7" WB	TC35943		
4WD Base Regular Cab 133.6" WB	TK35903		
4WD Base Double Cab 158.1" WB	TK35953		
4WD Base Crew Cab 153.7" WB	TK35743		
4WD Base Crew Cab 167.7" WB	TK35943		
Sierra 3500 HD Chassis Cabs			
2WD Base Regular Cab 137.5" WB 59.06	TC36003		
2WD Base Regular Cab 162" WB 83.58"	TC36403		
2WD Base Crew Cab 171.5" WB 59.06"	TC36043		
4WD Base Regular Cab 137.5" WB 59.06	TK36003		
4WD Base Regular Cab 162" WB 83.58"	TK36403		
4WD Base Crew Cab 171.5" WB 59.06"	TK36043		
Savana Passenger Van			
LS 2500 RWD 135" WB	TG23406		
LS 3500 RWD 135" WB	TG33406		
LS 3500 RWD 155" WB	TG33706		
Savana Commercial Cutaway Van			
3500 Base 1WT 139" WB	TG33503		
3500 Base 1WT 159" WB	TG33803		
3500 Base 1WT 177" WB	TG33903		

Savana Cargo Van			
2500 Base 1WT RWD 135" WB	TG23405		
2500 Base 1WT RWD 155" WB	TG23705		
3500 Base 1WT RWD 135" WB	TG33405		
3500 Base 1WT RWD 155" WB	TG33705		
JEEP	Body		
Jeep Compass	Code		
Sport FWD *	MKTE49		
Latitude FWD	MKTM49		
Sport 4X4 *	MKJE49		
Latitude 4X4	MKJM49		
Jeep Patroit			
Sport FWD *	MKTE74		
Latitude FWD *	MKTM74		
Sport 4X4 *	MKJE74		
Latitude 4X4	MKJM74		
Jeep Cherokee			
Sport FWD	KLTL74		
Latitude FWD	KLTM74		
Limited FWD	KLTP74		
Overland FWD	KLTS74		
Sport 4X4	KLJL74		
Latitude 4X4	KLJM74		
Limited 4X4	KLJP74		
Trailhawk 4X4	KLJH74		
Overland 4X4	KLJS74		
Jeep Grand Cherokee			
Laredo 4X2	WKTH74		
Limited 4X2	WKTP74		
Overland 4X2	WKTS74		
Summit 4X2	WKTT74		

Laredo 4X4	WKJH74		
Limited 4X4	WKJP74		
Trailhawk 4x4	WKJR74		
Overland 4X4	WKJS74		
Summit 4X4	WKJT74		
SRT 4x4	WKJX74		
Jeep Renegade			
Sport FWD *	BUTL74		
Latitude FWD *	BUTM74		
Limited FWD	BUTP74		
Sport 4x4	BUJL74		
Latitude 4x4 *	BUJM74		
Trailhawk 4x4	BUJH74		
Limited 4x4	BUJP74		
Jeep Wrangler			
Sport 4X4 *	JKJL72		
Sahara 4X4 *	JKJP72		
Rubicon 4X4 *	JKJS72		
Jeep Wrangler Unlimited			
Sahara 4X4 *	JKJP74		
Rubicon 4X4 *	JKJS74		
Sport 4X4 (RHD)	JKUM74		
NISSAN	Body		
Nissan Leaf	Code		
S Hatchback	17017		
SL Hatchback	17217		
SV Hatchback	17117		
Nissan Versa Sedan			
SV CVT	11217		

SL CVT	11317		
Versa Note			
SV CVT	11617		
SR CVT	11717		
SL CVT	11817		
Sentra			
S CVT	12017		
SR Turbo CVT	12417		
SV CVT	12117		
SR CVT	12217		
NISMO CVT	12517		
SL CVT	12317		
Altima			
2.5 liter I4 CVT	13017		
S 2.5 liter I4 CVT	13117		
SR 2.5 liter I4 CVT	13217		
SV 2.5 liter I4 CVT	13317		
SL 2.5 liter I4 CVT	13417		
SR 3.5 liter V6 CVT	13517		
SL 3.5 liter V6 CVT	13617		
Maxima			
S 3.5L V6 CVT	16117		
SV 3.5L V6 CVT	16217		
SL 3.5L V6 CVT	16317		
SR 3.5L V6 CVT	16417		
Platinum 3.5L V6 CVT	16517		
Juke			
S FWD	21117		
SV FWD	21317		
SL FWD	21517		
S AWD	21017		

SV AWD	21217		
SL AWD	21417		
NISMO AWD	21617		
NISMO RS AWD	21817		
Armada			
SV 4x2	26117		
SL 4x2	26317		
Plantinum 4x2	26517		
SV 4x4	26217		
SL 4x4	26417		
Plantinum 4x4	26617		
Rogue			
S FWD	22117		
SV FWD	22317		
SL FWD	22517		
SV Hybrid FWD	22717		
SL Hybrid FWD	22917		
S AWD	22217		
SV AWD	22417		
SL AWD	22617		
SV Hybrid AWD	22817		
SL Hybrid AWD	22017		
Murano			
2017.5 S FWD	24117		
2017.5 SV FWD	24317		
2017.5 SL FWD	24517		
2017.5 Platinum FWD	24717		
S FWD	23117		
SV FWD	23317		
SL FWD	23517		
Platinum FWD	23717		

2017.5 S AWD	24017		
2017.5 SV AWD	24217		
2017.5 SL AWD	24417		
2017.5 Platinum AWD	24617		
S AWD	23017		
SV AWD	23217		
SL AWD	23417		
Platinum AWD	23617		
Pathfinder			
S FWD	25117		
SV FWD	25317		
SL FWD	25517		
Platinum FWD	25717		
S 4X4	25017		
SV 4X4	25217		
SL 4X4	25417		
Platinum 4X4	25617		
Quest			
S CVT	44117		
SV CVT	44217		
SL CVT	44317		
Platinum CVT	44417		
Frontier King Cab			
SV 4X2	31317		
SV V6 4X2	31517		
SV V6 4X4	31217		
PRO-4X 4X4	31417		
Desert Runner 4X2	31717		
Frontier Crew Cab			
SV 4x2	32317		
Desert Runner 4x2	32517		
SV LWB 4x2	33117		

SL 4x2	32717		
SL 4x4	32617		
SV 4X4	32217		
SV LWB 4x4	33217		
Pro-4X 4x4	32417		
SL LWB 4x4	33417		
Titan 4x2			
S Crew Cab 4x2	38117		
SV Crew Cab 4x2	38317		
SL Crew Cab	38517		
Platinum Reserve Crew Cab 4x2	38717		
S King Cab 4X2	37117		
SV King Cab 4X2	37317		
Titan 4x4			
S Crew Cab 4x4	38017		
SV Crew Cab 4x4	38217		
Pro-4X Crew Cab 4x4	38417		
SL Crew Cab 4x4	38617		
Platinum Reserve Crew Cab 4x4	38817		
S King Cab 4X4	37017		
SV King Cab 4X4	37217		
Pro-4X King Cab 4x4	37417		
Titan XD Gas Single Cab			
S 4x2	54117		
SV 4x2	54317		
S 4x4	54017		
SV 4x4	54217		
Titan XD Diesel Single Cab			
S 4x2	51117		
SV 4x2	51317		
S 4x4	51017		
SV 4x4	51217		

Titan XD Gas Crew Cab			
S 4x2	53117		
SV 4x2	53317		
SL 4x2	53517		
Platinum Reserve 4x2	53717		
S 4x4	53017		
SV 4x4	53217		
PRO-4X 4x4	53417		
SL 4x4	53617		
Platinum Reserve 4x4	53817		
Titan XD Diesel Crew Cab			
S 4x2	56117		
SV 4x2	56317		
SL 4x2	56517		
Platinum Reserve 4x2	56717		
S 4x4	56017		
SV 4x4	56217		
PRO-4X 4x4	56417		
SL 4x4	56617		
Platinum Reserve 4x4	56817		
Titan XD Gas King Cab			
S 4x2	52017		
SV 4x2	52317		
S 4x4	52117		
SV 4x4	52217		
PRO - 4X 4x4	52417		
Titan XD Diesel King Cab			
S 4x2	55017		
SV 4x2	55317		
S 4x4	55117		
SV 4x4	55217		
PRO-4X 4x4	55417		

NISSAN COMMERCIAL	Body		
Nissan Commercial Vehicles	Code		
NV 200 Taxi			
NV 200 Taxi I4	67017		
NV 200 Compact Cargo			
NV 200 SV 2.0L I4 CVT	67217		
NV Cargo - Standard Roof			
NV Cargo 1500 Standard Roof S 4.0L V6	60117		
NV Cargo 1500 Standard Roof SV 4.0L V6	60217		
NV Cargo 2500 Standard Roof S 4.0L V6	61117		
NV Cargo 2500 Standard Roof SV 4.0L V6	61217		
NV Cargo 2500 Standard Roof SL 4.0L V6	61317		
NV Cargo 2500 Standard Roof S 5.6L V8	61417		
NV Cargo 2500 Standard Roof SV 5.6L V8	61517		
NV Cargo 2500 Standard Roof SL 5.6L V8	61617		
NV Cargo 3500 Standard Roof S 5.6L V8	61717		
NV Cargo 3500 Standard Roof SV 5.6L V8	61817		
NV Cargo 3500 Standard Roof SL 5.6L V8	61917		
NV Cargo - High Roof			
NV 2500 High Roof S 4.0L V6 A/T	62117		
NV 2500 High Roof SV 4.0L V6 A/T	62217		
NV 2500 High Roof SL 4.0L V6 A/T	62317		
NV 2500 High Roof S 5.6L V8 A/T	62417		
NV 2500 High Roof SV 5.6L V8 A/T	62517		
NV 2500 High Roof SL 5.6L V8 A/T	62617		
NV 3500 High Roof S 5.6L V8 A/T	62717		
NV 3500 High Roof SV 5.6L V8 A/T	62817		
NV 3500 High Roof SL 5.6L V8 A/T	62917		

NV Passenger V6				
S V6	65117			
SV V6	65217			
NV Passenger V8				
S V8	65317			
SV V8	65417			
SL V8	65517			
Gem Passenger Vehicles (electric)				
GEM e-2				
GEM E-4				
GEM E-6				
Utility Vehicle (Electric)				
GEM eL XD				
GEM eM 1400				
GEM eM 1400 LSV				
Polaris Gas				
Polaris M 1400 (gas)				

QUOTE

436 Hwy 17, Palatka, FL 32217

DATE: November 7, 2017

To: Danny O'Flaherty
Holly Hill

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921		AMOUNT
2018 Ford F350 Cab & Chassis, 84" CA, Gas engine		
Cab Steps, Rear View Camera shipped loose		\$37,618.84
Subtotal		\$37,618.84
AFTERMARKET		
Versa Lift 4321 mounted on 12' Flatbed		\$38,550.00
Mount factory provided rear view camera		\$100.00
		\$76,268.84
PRICE CONCESSION		\$(7,800.00)
TALLAHASSEE PIGGY BACK FEE		\$100.00
Contract negotiated dealer Markup		<u>\$1,525.38</u>
PURCHASE PRICE FOR VEHICLE		\$70,094.22
Transportation		\$250.00
SUBTOTAL		\$70,344.22
Customers Approval for above work: _____	TAX RATE	
THANK YOU FOR YOUR BUSINESS!		
SALES TAX		-
OTHER		
TOTAL		\$70,344.22

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$70,344.22
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	\$70,344.22

Attachment: Quote - Beck Auto Group (1844 : Authorization of Purchase of New Bucket Truck)



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

**City Commission
Resolution**

MEETING DATE: November 28, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-80 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Ferndale Street Pond Not to Exceed \$36,758.50; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1836)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill purchased property in the area of Ferndale Street and Magnolia Avenue in 2016. The City desires to construct a stormwater treatment and attenuation pond on the property and connect to the adjacent street drainage system as an offline pond.

This scope of services from Mead and Hunt, Inc., includes survey, subsurface utility engineering (SUE), design, permitting, bidding assistance, construction administration and inspection. The design engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year budget 2017/2018. The Project Code is 18SW01. \$36,758.50 for this engineering design and permitting has been budgeted in account number 460-3080-533-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the Ferndale Street Pond.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

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

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

MOTION:

APPROVE RESOLUTION 2017-R-80, AND IN ACCORDANCE WITH THE CONTINUING ENGINEERING SERVICES AGREEMENT, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FERNDAL STREET POND NOT TO EXCEED \$36,758.50.

ATTACHMENTS:

- Mead and Hunt Ferndale Pond - REVISED Proposal (PDF)

Resolution No. (ID # 1836)**RESOLUTION 2017-R-80 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FERNDAL STREET POND NOT TO EXCEED \$36,758.50; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2017-R-80**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FERNDAL STREET POND NOT TO EXCEED \$36,758.50; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the engineering for proposed capital project as part of the fiscal year 2017-18 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc. to provide professional services for the project Ferndale Street Pond not to exceed \$36,758.50.

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 28th day of NOVEMBER, 2017.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

October 27, 2017

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

**CITY OF HOLLY HILL
FERNDALE STREET POND PROJECT
-SCOPE OF SERVICES AND FEE ESTIMATE-
REVISED**

Dear Walt,

We appreciate the opportunity to offer this proposal for the above referenced project. QLH, A Mead & Hunt Company, is well qualified to provide the City with these services. Our firm has assisted the City in numerous design and permitting tasks of this nature.

The attached scope of services describes in detail the services which we understand are required and intend to provide for this project. Also, the enclosed fee estimate is in conformance with the payment schedule in our continuing services agreement. We have obtained cost proposals from BCS, Myer Surveying, and Bechtol Engineering & Testing for biological, survey and geotechnical investigations, respectively.

We look forward to continuing service with the City of Holly Hill on this project. If you have any questions or require additional information, please contact our office.

Sincerely,

Andrew M. Giannini, P.E.
Project Manager

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

AMG/DAK:bf

Enclosures – Scope of Services and Fee Estimate
BCS Proposal
Myer Proposal
Bechtol Proposal

**CITY OF HOLLY HILL
FERNDALE STREET POND PROJECT
-SCOPE OF SERVICES AND FEE ESTIMATE-**

The City of Holly Hill and QLH, A Mead & Hunt Company, entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

GENERAL

The City of Holly Hill was successful in obtaining possession of a parcel of property in the area of Ferndale Street and Magnolia Avenue. The City desires to construct a stormwater treatment and attenuation pond on the property and connect to the adjacent street drainage system as an offline pond.

TASK 1 – DESIGN & PERMITTING

QLH will provide design and permitting services which entails providing survey, geotechnical and biological survey services through our sub-consultants. Once these surveys are obtained, QLH will proceed with design of the project. Progress submittals will be made at 30%, 60% and 100% design levels

Permitting of the project will be through the SJRWMD. QLH will apply on the City's behalf and will respond to all reasonable requests for additional information. The survey fee is included in our fees. The construction cost is estimated to be \$330K.

Fee Estimate: QLH will complete the above tasks for the following fees:

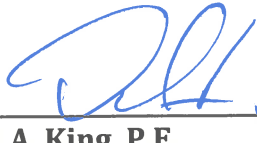
TASK DESCRIPTION	
Task 1 – Design & Permitting (Lump Sum)	\$17,880.00
Survey Allowance	\$12,500.00
Biological Survey Allowance	\$2,000.00
Geotechnical Investigation Allowance	\$2,378.50
Printing/Reimbursable Allowance/Permit Fee Allowance	\$2,000.00
TOTAL ESTIMATED FEE	\$36,758.50

EXCLUSIONS:

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

QLH, A Mead & Hunt Company

City of Holly Hill, Florida



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

10/27/17

 Date

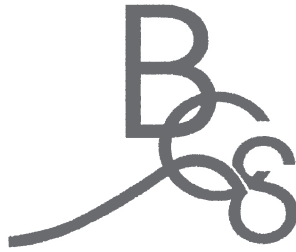
 Date

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

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH'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.

FERNDAL STREET POND PROJECT
City of Holly Hill
Engineering Fees Estimate

Person/Item	Hourly Rate	Project Design/Permitting	
		Estimated Hours	Cost
Project Manager	\$ 175.00	16	\$ 2,800.00
Project Engineer	\$ 140.00	42	\$ 5,880.00
Project Coordinator	\$ 75.00	24	\$ 1,800.00
CADD Operator	\$ 75.00	88	\$ 6,600.00
Administrative Aide	\$ 50.00	16	\$ 800.00
Construction Project Rep.	\$ 65.00	0	\$ -
	Subtotal		\$ 17,880.00
Subconsultants/Allowances			
Survey Allowance			\$ 12,500.00
Biological Survey Allowance			\$ 2,000.00
Geotechnical Investigation Allowance			\$ 2,378.50
Printing/Permit Fee Allowance			\$ 2,000.00
		Total	\$ 36,758.50



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

QLH, A Mead & Hunt Company
4401 Eastport Parkway
Port Orange, Florida 32127
John.mischle@meadhunt.com

Project: Ferndale Street Pond Site (1± acres), Parcels 4244-01-08-0070, 5337-39-06-0130, and 5337-39-06-0160, located in Section 37, Township 15 South, Range 33 East and Section 42, Township 14 South, Range 32 East in Holly Hill, Volusia County, Florida.

Re: Environmental Assessment/Endangered and Threatened Species

This AGREEMENT, entered into on _____, 2017 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **QLH, A Mead & Hunt Company**, hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon CLIENT'S real property.

A. SCOPE OF WORK: BCS will complete the following **TASKS**:

1.0 Environmental Assessment / Endangered and Threatened Species Letter Report

- 1.1 Review the available site information such as soil maps, aerial photographs and USGS quadrangle or topographic maps, to determine vegetation (community) types which exist on site. This information will determine which endangered and threatened species may utilize the site. Conduct an on-line search for documented eagle nest locations near the project site using the Florida Fish and Wildlife Conservation Commission (FFWCC) Eagle Nest Locator Website.
- 1.2 Conduct a site inspection for protected species utilizing the transect methodology outlined in the Florida Game and Fresh Water Fish Commission (FFWCC) Gopher Tortoise Permitting Guidelines. Conduct a 100% gopher tortoise burrow survey over the areas of construction, easements, and 25 feet adjacent to construction areas.
- 1.3 Prepare Environmental Assessment / Endangered and Threatened Species Survey Letter Report for submittal to the City of Holly Hill. The report will include the following:
 - Site Location and Description
 - Soil Survey
 - Process of Review
 - Site Vegetation
 - Potential / Observed Protected Species
 - Conclusions and Recommendations

This agreement does not include wetlands flagging or permitting; if required, a separate agreement will be prepared. Any additional services not outlined in this agreement or requested by the client (i.e. meetings) will be billed on a time and materials basis per the attached fee schedule.

The client will need to provide BCS with the site plan information in digital format (AutoCAD).

208 Rush Street • New Smyrna Beach, FL 32168 • 386-423-3402
Web: biologicalconsultingservices.com • Email: biocon@bellsouth.net

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the above listed Scope of Work will be a fee of two thousand dollars **(\$2,000.00)**.
2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the beginning of each month for the work completed during the previous month. Upon completion of project an invoice will be provided.
4. **PAYMENT:** Payment is due immediately upon receipt of the invoice; after 30 days, CLIENT agrees to pay 1.5% late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
8. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
9. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
10. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
12. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
13. **DEPOSIT:** No deposit is required.
14. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.

Environmental Assessment/ETS Letter Report
 With QLH, A Mead & Hunt Company
 Date of Contract: October 24, 2017

Page 3
 Re: Ferndale Street Pond Site

17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

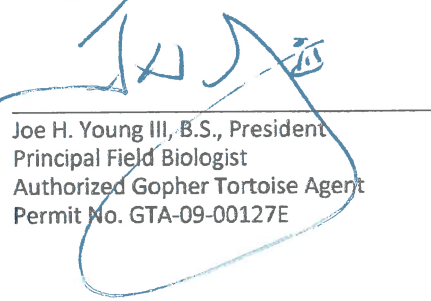
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
 Principal Field Biologist
 Authorized Gopher Tortoise Agent
 Permit No. GTA-09-00127E

CLIENT

QLH, A Mead & Hunt Company

 Authorizing Signature

 Type or Print Name and Title

Please note: The 100% gopher tortoise survey is only valid for 90 days per FFWCC guidelines for obtaining a gopher tortoise relocation permit. By authorizing this work, you understand that if construction does not take place within 90 days, another 100% gopher tortoise survey may be required, and will be billed per the attached fee schedule or another proposal will be prepared for your review.

Attachment: Mead and Hunt Ferndale Pond - REVISED Proposal (1836 : Approval of Professional Services for Ferndale Street Pond (18SW01))

Environmental Assessment/ETS Letter Report
 With QLH, A Mead & Hunt Company
 Date of Contract: October 24, 2017

Page 4
 Re: Ferndale Street Pond Site

FEE SCHEDULE

PRINCIPAL - ESTUARINE / FIELD BIOLOGIST	\$115.00 / HOUR
SENIOR FIELD BIOLOGIST.....	\$90.00 / HOUR
FIELD BIOLOGIST.....	\$75.00 / HOUR
BIOLOGICAL TECHNICIAN	\$60.00 / HOUR
COMPUTER AIDED DRAFTING SPECIALIST	\$75.00 / HOUR
CLERICAL.....	\$50.00 / HOUR
COURIER.....	\$25.00 / HOUR
MILEAGE (current Federal allowance)	ACTUAL COST

MYER LAND SURVEYING

Incorporated

Michael M. Myer, Professional Surveyor and Mapper

Bachelor of Land Surveying, University of Florida

Phone (386) 255-6304 mmmyer4006@gmail.com

316 Ridgewood Avenue

Holly Hill, Florida 32117

25 October 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
C/O
John Mishle
QLH, A Mead & Hunt Company
PO Box 290247
4401 Eastport Parkway
Port Orange, Florida 32129-0247
John.Mischle@meadhunt.com

RE: City of Holly Hill Ferndale Street Pond Project

Dear John:

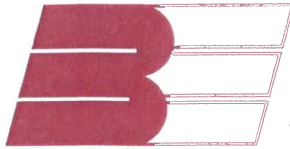
Thank you for the proposal request.

Myer Land Surveying, Inc. will perform the surveying work on the above project as detailed in your RFP dated January 5, 2017 and attached hereto, for a fee of \$12,500.00 (twelve thousand five hundred dollars). Work can be completed 4 weeks from notice to proceed. Notice to proceed is a signed and dated copy of this proposal accompanied by a City purchase order number.

Best regards,



Michael M. Myer, PSM LS4006



BECHTOL ENGINEERING AND TESTING, inc.

January 10, 2017
BET Project No. G17016

TO: Mr. John Mischle
QLH, A Mead & Hunt Company
4401 Eastport Parkway
Port Orange, Florida 32127

RE: Fee Proposal/Subcontract AGREEMENT - Geotechnical Services
Ferndale Street Stormwater Improvements
Daytona Beach, Florida

Dear Mr. Mischle:

As requested, Bechtol Engineering and Testing, Inc. (BET) is pleased to submit a Fee Proposal to provide geotechnical services at the referenced site location. BET will evaluate physical and strength characteristics of shallow subsurface materials within proposed new access road area, and based on these characteristics will issue a geotechnical report summarizing their findings and evaluations, and providing earthwork and pavement section related recommendations.

Additionally, BET will evaluate soil and permeability characteristics and estimate average seasonal high groundwater levels in proposed stormwater management areas. Results of BET's findings along with recommended design parameters for storage recovery analysis will be issued in a report for your use and submittal to the appropriate governing and permitting entities.

BET's proposed scope of services and associated fees are outline on the attached Technical Plan and Cost Estimate. If the outlined scope of services, fees, and payment terms meet with your approval, please execute the Technical Plan and Cost Estimate and return to BET's office via mail, e-mail or FAX.

BET appreciates the opportunity to submit this proposal and looks forward to working with you in the very near future. If you should have any questions, or whenever BET may be of service, please do not hesitate to call.

Respectfully,

Bechtol Engineering and Testing, Inc.

L. Patel

Love B. Patel
Project Engineer

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Geotechnical Services - Ferndale Street Stormwater Improvements, Daytona Beach, Florida
 BET Project No. G17016
 G17016 Geo & Perm Proposal.wpd

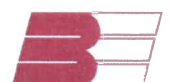
TECHNICAL PLAN AND COST ESTIMATE - GEOTECHNICAL SERVICES

TO: Mr. John Mischle QLH, A Mead & Hunt Company 4401 Eastport Parkway Port Orange, Florida 32127	RE: Ferndale Street Stormwater Improvements Daytona Beach, Florida BET Project Number: G17016
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ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1.0 FIELD SERVICES				
1.1 Boring Layout and Drilling Coordination	hour	2	\$85.00	\$170.00
1.2 Mobilization of Men and Equipment	site	1	350.00	350.00
1.3 Standard Penetration Test Borings:	lineal foot	0	15.00	0.00
1.4 Auger Borings: 2 @ 6', 1 @ 10', 2 @ 20'	lineal foot	62	13.00	806.00
1.5 Field Permeability Test	test	3	150.00	450.00
		Subtotal - Field Services		\$1,776.00
2.0 LABORATORY SERVICES				
2.1 Stratification and Visual Classification of Soil Samples	hour	0.5	\$85.00	\$42.50
		Subtotal - Laboratory Services		\$42.50
3.0 ENGINEERING AND TECHNICAL SERVICES				
3.1 Principal Geotechnical Engineer	hour	1	\$175.00	\$175.00
3.2 Senior Project Engineer	hour	2	120.00	240.00
3.3 Senior Engineering Designer	hour	1	90.00	90.00
3.4 Clerical Services	hour	1	55.00	55.00
		Subtotal - Engineering and Technical Services		\$560.00
TOTAL ESTIMATED FEE:				\$2,378.50

SUBMITTED BY: Love B. Patel Project Engineer	Date: 01/10/2017	APPROVED BY: _____ Date: _____
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The above quantities are estimated based on past experiences on similar projects. If additional services are deemed necessary during drilling and/or engineering evaluation, additional services will be billed at the unit prices listed. Signer hereby accepts all general terms and conditions on reverse side of this agreement, and warrants their full authority to bind CLIENT. The above proposal is valid for 60 days from the date of the proposal.



GENERAL TERMS AND CONDITIONS

PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, the Client agrees to pay a finance charge on the principal amount of the past due account of one and one half (1½) percent per month or the maximum amount allowed by law. In the event 1½% per month exceeds the maximum allowable by law, the charge shall automatically be reduced to the maximum allowable by law. In the event the Client should request termination of services prior to completion, the laboratory shall be paid in full for all services performed through the termination date and the Client shall be provided with a complete report of the results of testing analysis conducted prior to termination. Client agrees to pay Bechtol Engineering and Testing, inc. (hereinafter referred to as BET) all costs and expenses of collection, suit, or other legal action, including a reasonable attorney's fee and shall also pay costs, expenses and attorney's fee incurred on appeal or any administrative proceedings. Further, Client agrees that the venue on any action hereunder shall be in Volusia County, Florida.

STANDARD OF CARE

The only warranty or guarantee made by BET in connection with the services performed hereunder, is that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality of the project site. No other warranty expressed or implied is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF PROFESSIONAL LIABILITY

Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys, or explorations are made by us and that our data, interpretations and recommendations are based solely on the information available to the Client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the Client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to the amount of the fee paid us for professional services.

RIGHT OF ENTRY

The Client agrees to issue authorization providing free access for the laboratory to the project site and to all shops and yards where materials are prepared or stored. While we take all reasonable precautions to minimize damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

UTILITIES

In the prosecution of the work, we will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold us harmless for any damage to subterranean structures which are not called to our attention and correctly shown on the plans furnished.

SAMPLING OR TESTING LOCATION

The fees included in this proposal do not include costs associated with the surveying of the site or accurate horizontal and vertical locations of tests, field tests or boring locations described in the laboratory's report, shown on sketches, based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximate unless otherwise stated in the report.

SAMPLE DISPOSAL AGREEMENT

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, BET will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP AND RETENTION OF DOCUMENTS

All documents including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by BET as instruments of service pursuant to this agreement, shall be the sole property of BET. The Client agrees that all documents of any nature, furnished to the Client or Client's agents or designs designees, if not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. At the request and expense of the Client, BET will provide the Client with copies of documents created in the performance of the work for a period not exceeding five (5) years, following the submission of the report contemplated by this agreement. BET will consider all reports to be confidential and distribute reports only to those persons, organizations, or agencies specifically designated, in writing, by the Client or Client's authorized representative.

SAFETY

The Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for all working conditions on the job site, including the safety of all persons and property during the performance of the work and in compliance with OSHA regulations and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures or methods conducted by BET is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or adjacent to the construction site.

RESPONSIBILITIES

It is agreed that Bechtol Engineering and Testing, Inc. will not assume the liability for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by the laboratory will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words supervision, inspection or control are used to mean a periodic observation of the work and the conducting of tests by the laboratory to verify substantial compliance with the plans, specifications and design concepts. Continuous inspection by our employees does not mean that the laboratory is observing the placement of all materials. Full-time inspection means that an employee of the company has been assigned for eight (8) hour days during regular business hours. The laboratory, by the performance of its services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities or authorities with regard to the project, customarily vested in the project architects, design engineers or other design agencies or authorities. The laboratory is not authorized to revoke or to relax, enlarge or release any requirements of the project specifications or other contract documents, nor to approve or accept any portion of the work, unless specifically authorized in writing, by the Client or Client's authorized representative. The laboratory shall not have the right of rejection or the right to stop work, except for such periods as may be required to conduct the sampling, testing or inspection of operations covered by the agreement.

CHANGES

If the laboratory is required to modify the scope of work as described hereunder at the request of the Client or if the laboratory determines during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope and the associated fees.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials be encountered. Client waives any claim against engineer, and agrees to indemnify, defend and hold engineer harmless from any claim or liability for injury or loss arising from engineer's encountering of unanticipated hazardous materials or suspected hazardous materials.

DISPUTE RESOLUTION

All claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this agreement, shall be decided through, and in accordance with the method and procedures of MED/ARB as adopted and prescribed by ASFE. This process involves MANDATORY DISCUSSION followed by MANDATORY MEDIATION if informal discussion is refused or an impasse is reached.



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

**City Commission
Agenda Item**

MEETING DATE: November 28, 2017
FROM: Steve Aldrich
SUBJECT: MOU - FDLE Investigation of Officer Involved Shooting or In-Custody Death
NUMBER: (ID # 1858)
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department currently uses the Florida Department of Law Enforcement (FDLE) to assist in the investigation of Officer Involved Shootings and/or In-Custody Death Investigations. FDLE provides both investigative assistance as well as forensic evidence collection and processing.

The Holly Hill Police Department has relied on FDLE for this service in the past to ensure a thorough and independent investigation is completed on any Officer Involved Shooting or In-Custody Death Investigation.

FISCAL

ANALYSIS:

There is no cost associated with the Memorandum of Understanding with FDLE for their investigative assistance when needed.

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a MOU with the Florida Department of Law Enforcement to assist in the investigation of Officer Involved Shootings and/or In-Custody Deaths.

COMMISSION

GOAL:

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

MOTION:

Motion to approve the Holly Hill Police Department's entry into a MOU with the Florida

Department of Law Enforcement and Authorize the Police Chief to execute the Agreement.

- FDLE- MOU Ref. Investigation of Officer Involved shooting or In-Custody Death 11-14-2017 (PDF)



Richard L. Swearingen
Commissioner



November 7, 2017

To whom it may concern:

Enclosed for your consideration is a Memorandum of Understanding between your agency and FDLE regarding officer-involved shootings and in-custody deaths. Should your agency choose to participate, please sign in blue ink, keep a copy for your files, and return the original to our office at the address listed below. Once the document is fully executed, the original document will be being maintained at FDLE's Tallahassee headquarters and I will send you a copy for your records.

Should you have any questions or concerns, please feel free to contact me at (407) 540-3836.

Sincerely,

Laura B. Coln
Regional Legal Advisor
Orlando Regional Operations Center
Florida Department of Law Enforcement

Enclosure

Orlando Regional Operations Center
500 W. Robinson Street, Orlando, FL 32801-1771
1-800-226-8521
www.fdle.state.fl.us

Service • Integrity • Respect • Quality

Attachment: FDLE- MOU Ref. Investigation of Officer Involved shooting or In-Custody Death 11-14-2017 (1858 : MOU - FDLE Investigation of

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the **Holly Hill PD** and the Florida Department of Law Enforcement (FDLE), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter. The **Holly Hill PD** and FDLE agree as follows:

1. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by FDLE:
 - a. The shooting of a person by a/an **Holly Hill PD** law enforcement officer acting in the line of duty; or
 - b. The death of an arrestee while in the care, custody or control of a/an **Holly Hill PD** law enforcement officer, the death of an arrestee shortly after being in care, custody or control of a/an **Holly Hill PD** law enforcement officer or the death of an intended arrestee during an arrest attempt by a/an **Holly Hill PD** law enforcement officer.
2. Upon the occurrence of any of the enumerated predicate events, the ranking **Holly Hill PD** member on the scene will insure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, medical examiner personnel, State Attorney personnel, investigating FDLE members and other law enforcement investigators assisting FDLE will be permitted inside the crime scene perimeter. The ranking **Holly Hill PD** member will then insure that the appropriate FDLE regional operations center, as set out in Exhibit 1, is promptly contacted and requested to dispatch an FDLE Critical Incident Team to initiate an investigation and to coordinate crime laboratory services at the scene. FDLE will notify the State Attorney as soon as reasonably possible.
3. Pending the arrival of the FDLE Critical Incident Team, the ranking **Holly Hill PD** member will insure that the scene remains secured, that physical evidence and documentation is protected and preserved and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking **Holly Hill PD** member will insure that arrested persons at the scene are detained pending the arrival of the FDLE Critical Incident Team. The ranking **Holly Hill PD** member will also provide any assistance requested by FDLE during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking **Holly Hill PD** member will also coordinate with other local law enforcement to manage any necessary crowd control efforts.

4. Upon receipt of notification from the **Holly Hill PD** that any of the enumerated predicate events have occurred, the appropriate FDLE Special Agent in Charge or designee will immediately implement an investigation pursuant to FDLE Procedures governing Use of Force/Investigations Concerning the Use of Deadly or Other Force by a Law Enforcement Officer and Incidents of In Custody Death, which are incorporated herein by reference. FDLE will promptly coordinate the dispatch of the Critical Incident Team together with the appropriate crime laboratory personnel, medical examiner personnel, State Attorney personnel and any additional law enforcement personnel which are required.
5. FDLE will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Memorandum of Understanding. FDLE may request the assistance of **Holly Hill PD** personnel or personnel from other law enforcement agencies.
6. The **Holly Hill PD** will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the enumerated predicate events. However, the parties agree that criminal investigative efforts take precedence over any internal or administrative investigations conducted by the **Holly Hill PD**. No internal report or statement authored or obtained by **Holly Hill PD** personnel involved in the subject incident that has been provided to the **Holly Hill PD** under order or policy shall be provided, or its contents revealed, to the criminal investigative team or the prosecutor until such time as the criminal investigative team and the FDLE Office of General Counsel agree that the criminal investigation will not be adversely impacted by any potential for immunity that may attach to any such statement. The criminal investigative team and the FDLE Office of General Counsel may consult with the prosecutor to determine whether such statement may adversely impact any subsequent criminal prosecution. However, the criminal investigative team and the FDLE Office of General Counsel will make the final determination regarding use of such statements in FDLE's investigations. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the **Holly Hill PD** internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the FDLE's investigative team.
7. The parties agree that the **Holly Hill PD** may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Memorandum of Understanding, FDLE will forward copies of all investigative reports and investigative summaries to the State Attorney having jurisdiction over the case and to the **Holly Hill PD** for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely.

8. FDLE will submit all final reports to the State Attorney for review. FDLE will report the material factual findings of the investigation but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.
9. The parties acknowledge that the Office of the State Attorney or another law enforcement agency may assert primary jurisdiction and responsibility for investigations such as are contemplated in this Memorandum of Understanding. Absent the consent of the Office of State Attorney, FDLE and the **Holly Hill PD** will defer to the Office of State Attorney and refrain from participation in the investigation of the incident, but FDLE will provide forensic assistance as requested by the Office of State Attorney.
10. This Memorandum of Understanding represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this agreement shall be in writing, duly signed by authorized personnel of each of the parties and the attached to the original of this agreement.
11. This agreement shall become effective on _____, and may be terminated upon thirty (30) days' notice by mutual agreement of the parties.

Richard L. Swearingen, Commissioner
Executive Director, Florida Department of Law Enforcement

Date

Chief Stephan K. Aldrich
Holly Hill PD

Date



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

**City Commission
Resolution**

MEETING DATE: November 28, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-81 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services for the Bold Landscaping Improvements to the Medians Along US1; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1860)
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Transportation (FDOT) has approved a Joint Project Agreement (JPA) and an appropriation of \$839,700.00 in funding for a Bold Landscaping Project on US1 within the City limits of Holly Hill.

The construction of the project has been awarded and the City is requesting authorization for Mead and Hunt, Inc., to perform construction engineering and inspection services. The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians partially funded by an FDOT grant.

The proposed cost is not to exceed \$54,980.

FISCAL ANALYSIS:

Engineering fees are not reimbursable under the terms and conditions of the grant. Funding for these services have been budgeted in account number 130-5510-552-3400.

The Project Code is 16CRA1.

STAFF RECOMMENDATION:

Under the terms and conditions of the Containing Service Contract for Engineering Services, authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for a cost not to exceed \$54,980.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

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

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

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

MOTION:

APPROVE RESOLUTION 2017-R-81, AND UNDER THE TERMS AND CONDITIONS OF THE CONTINUING SERVICE CONTRACT FOR ENGINEERING SERVICES, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1 FOR A COST NOT TO EXCEED \$54,980.

ATTACHMENTS:

- Mead And Hunt Proposal - US1 Median Landscaping Construction Phase (PDF)

Resolution No. (ID # 1860)

RESOLUTION 2017-R-81 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-81

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE BOLD LANDSCAPING IMPROVEMENTS TO THE MEDIANS ALONG US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the City to apply for the Florida Department of Transportation (FDOT) Bold Landscaping Grant to improve the medians along US1 within the City limits of Holly Hill; and

WHEREAS, the City has received notification to proceed with the construction to re-landscape US1; and

WHEREAS, the City now wishes to contract with Mead and Hunt, Inc., for the contract administration and inspection services during the construction phase of the project; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorizes the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for construction engineering services for the bold landscaping improvements to the medians along US1 for a cost not to exceed \$54,980.

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 28th day of NOVEMBER, 2017.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

October 24, 2017

Mark Juliano
Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL - US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE**

Dear Mr. Juliano,

Per your request, QLH, A Mead & Hunt Company (QLH) is pleased to offer this professional engineering services fee estimate for this project. The work includes construction phase and grant compliance services for the installation of landscaping in the US1 medians partially funded by an FDOT grant.

The attached scope of services is in conformance with our professional services agreement. We look forward to serving the City of Holly Hill on this and future projects. Please contact our office if you have any questions.

Sincerely,

Kevin A. Lee, P.E.
Project Manager

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

KAL/DAK:bf

Enclosure

P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

Attachment: Mead And Hunt Proposal - US1 Median Landscaping Construction Phase (1860 : Approval of Professional Services for US1 Median

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
CONSTRUCTION PHASE
-SCOPE OF SERVICES-**

General – The City of Holly Hill and QLH, A Mead & Hunt Company, entered into a Master Services Agreement for Engineering Services dated effective December 4, 2015 is referred to herein as the Contract. The contract was assigned to Mead & Hunt, Inc. effective June 30, 2017.

SCOPE OF SERVICES: Provide construction phase services as described below.

SCOPE OF WORK:

Construction Contract Administration: QLH will provide the following services during the construction phase:

1. Coordinate execution of contracts
2. Schedule and preside over preconstruction conference
3. Issue Notice to Proceed to Contractor
4. Review shop drawings/material submittals by SDG
5. Address Contractor/City questions
6. Twice per month site visits
7. Review of monthly Contractor pay requests
8. Review of Contractor as-built drawings
9. Review change orders
10. Prepare final record drawings, utilizing Contractor as-builts and inspector sketches, etc.
11. Determine substantial completion with assistance from SDG
12. Provide final inspection with assistance from SDG
13. Recommend final payment
14. Coordinate execution of final paperwork
15. Provide Certificate of Completion to permitting agencies.

Construction Project Representative: QLH will provide a qualified inspector to provide the following services during the construction phase:

1. Attend pre-construction conference
2. Assist SDG with shop drawing review
3. Observe contractor's construction activities
4. Document construction activity via daily reports/logs
5. Address citizen complaints
6. Review contractor's soil and erosion control efforts
7. Review contractor's monthly pay requests/quantities
8. Prepare supplemental as-built sketches
9. Review contractor's as-built surveys

10. Review contractor's locating efforts of existing utilities
11. Coordinate responses to contractor's Requests For Information (RFIs)
12. Coordinate engineer's field directives
13. Coordinate material and field tests.

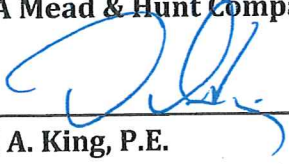
SCHEDULE OF PAYMENT AND FEE BASIS:

<u>Work Description</u>	<u>Fee Basis</u>	<u>Fee</u>
Contract Administration	Lump Sum	\$18,960
Construction Project Representative	Hourly	\$34,320
Stern Design Group Allowance	Allowance	\$1,000
Electrical Allowance	Allowance	\$500
Printing Allowance	Allowance	<u>\$200</u>
TOTAL		\$54,980

If sales tax becomes due on professional services the City shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

QLH, A Mead & Hunt Company

City of Holly Hill, Florida


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

Date

10/24/17

Date

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

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH'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.



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

**City Commission
Resolution**

MEETING DATE: November 28, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-82 A Resolution of the City Commission of the City of Holly Hill, Florida, Adopting the New City Logo; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1868)
APPLICANT:
PLANNER:

DISCUSSION:

The City engaged the professional services of Michael Jiloty Advertising to redesign the City of Holly Hill logo. Mr. Jiloty provided nine examples of logos to the City Manager, which were presented to the City Commission at a work session on November 14, 2017.

The City Commission, by consensus, provided direction to Mr. Forte to combine two of the examples and modify the font size to create a new logo. Mr. Jiloty delivered the attached draft for the City Commission to take action on.

If the City Commission approves of this logo, Mr. Jiloty will provide the logo in property digital formats for the City to reproduce.

FISCAL

ANALYSIS:

The City Commission approved \$1,500.00 for the project.

STAFF

RECOMMENDATION:

Staff has delivered a product by Mr. Jiloty, which meets the direction of the City Commission. The Commission should take action on this logo to approve, deny or modify.

COMMISSION

GOAL:

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

APPROVE RESOLUTION 2017-R-82, AND APPROVE THE CITY LOGO PROVIDED BY MICHAEL JILOTY AS PRESENTED IN THIS AGENDA ITEM.

ATTACHMENTS:

- Holly Hill Logo 2017 (PDF)

Resolution No. (ID # 1868)**RESOLUTION 2017-R-82 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE NEW CITY LOGO; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2017-R-82**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE NEW CITY LOGO; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City engaged the professional services of Michael Jiloty Advertising to redesign the City of Holly Hill logo; and

WHEREAS, at the November 14, 2017 work session, the City Commission, by consensus, provided direction to the City Manager to combine two of the examples and modify the font size to create a new logo.

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

SECTION 1. If the City Commission approves this new logo, Mr. Jiloty will provide the logo in property digital formats for the City to reproduce.

SECTION 2. The City Commission approved \$1,500.00 for the project of the new city logo.

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

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

**APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER,
2017.**





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

**City Commission
Agenda Item**

MEETING DATE: November 28, 2017
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1017 Cherokee Ranch Road
NUMBER: (ID # 1862)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1017 Cherokee Ranch Road (Parcel ID# 42-14-32-52-00-0080). The property was formerly owned by Acacia D. Cross and occupied by Jessie Vieten who accumulated the fines and penalties as a result of several code violations. The property is currently owned by Bank of America who foreclosed on the property in July 2017.

The first Order of Non-Compliance was issued in June 2013 with a subsequent Order of Non-Compliance issued in February 2017. When Bank of America took possession of the property the liens should have been addressed during the foreclosure process. Since it was not, Bank of America is requesting a lien reduction to prepare the property for sale.

Bank of America initiated a request for a lien reduction on September 20, 2017. However, upon initial re-inspection of the property, the code officers found the property to be in non-compliance. Bank of America was notified of the continued violations and began to correct the violations. At the request of Bank of America, the code officers conducted another re-inspection of the property on November 14, 2017 and found the property to be in compliance therefore, making the property eligible for a lien reduction request.

A Claim of Lien was recorded with the Clerk of the Court on June 15, 2017 in the amount of \$250.00 and another Claim of Lien recorded on January 26, 2017, in the amount of \$199,500.00 totaling \$199,750.00.

Direct expenses to the City include:

Finance Department	\$13.30+35% (benefits) x4	= \$ 72.00
Code Enforcement	\$19.08+35% (benefits) x8	= \$ 206.08
Special Master Administrative Fine		= \$ 250.00
Filing fee		= \$ 40.00
Lien reduction of -95%		= \$ 9,987.50
Total		= \$ <u>10,555.58</u>

***A copy of the entire file is available in the Code Enforcement Office.**

FISCAL ANALYSIS:

City reimbursement for administrative and direct costs in the amount of **\$10,555.58**.

STAFF RECOMMENDATION:

Reduce the lien from \$199,750.00 by \$189,194.42 leaving a balance owed to the City in the amount of **\$10,555.58**.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$10,555.58** payable no later than December 29, 2017.

Failure to pay the lien by December 29, 2017, will cause the entire lien to remain in place without an opportunity to request an additional lien reduction.



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

**City Commission
Ordinance**

MEETING DATE: November 28, 2017
FROM: Valerie Manning
SUBJECT: **SECOND READING - Ordinance 2997 An Ordinance of the City Commission of the City of Holly Hill, Florida, by Adding a New Section to the Holly Hill Code of Ordinances, "Campaign Treasurer's Reports - Electronic Campaign Filing", Requiring Electronic Filing of Campaign Treasurer's Reports with the Volusia County Supervisor of Elections Office's Electronic Filing System; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: (ID # 1842)
APPLICANT:
PLANNER:

DISCUSSION:

This Ordinance offers an opportunity for Holly Hill candidates to file campaign reports electronically beginning January 2018. This would be in lieu of paper reports being turned in to the City Clerk. Candidates would file directly with the Supervisor of Elections, electronically.

Once a candidate for elected office in the City of Holly Hill has filed their Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates (DS-9) form with the City Clerk:

1. The City Clerk will forward a copy of the Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates (DS-DE 9) as submitted, to the Volusia County Supervisor of Elections.
2. The Candidate will then be contacted by the Volusia County Supervisor of Elections office to set up a "Candidate ID" and "Password" which is needed to log into the Supervisor of Elections' Candidate Financial Reporting System.
3. The Candidate and their Campaign Treasurer will be assigned PIN numbers (both will have to enter their PIN's in order to submit and print reports from the Candidate Financial Reporting System).

The City Clerk would still be responsible for the candidates and whether reports are filed, and on time. The Supervisor of Elections Office would be the conduit and/or portal to provide the means to file electronically.

The City Clerks within Volusia County were sent an email from the Supervisor of Elections to introduce the opportunity to draft an ordinance and seek the approval from their City Commission/Council members to pass. Once adopted, the City Clerk will forward the Ordinance to the Volusia County Supervisor of Elections Office for their records.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve Ordinance 2997 on second reading and approve as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE SECOND READING OF ORDINANCE 2997, BY ADDING A NEW SECTION TO THE HOLLY HILL CODE OF ORDINANCES, "CAMPAIGN TREASURER'S REPORTS - ELECTRONIC CAMPAIGN FILING," REQUIRING ELECTRONIC FILING OF CAMPAIGN TREASURER'S REPORTS WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS OFFICE'S ELECTRONIC FILING SYSTEM.

HISTORY:

11/14/17

City Commission

APPROVED AT 1ST READING

Next: 11/28/17

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 1842)

SECOND READING - ORDINANCE 2997 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, BY ADDING A NEW SECTION TO THE HOLLY HILL CODE OF ORDINANCES, "CAMPAIGN TREASURER'S REPORTS - ELECTRONIC CAMPAIGN FILING", REQUIRING ELECTRONIC FILING OF CAMPAIGN TREASURER'S REPORTS WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS OFFICE'S ELECTRONIC FILING SYSTEM; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2997

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, BY ADDING A NEW SECTION TO THE HOLLY HILL CODE OF ORDINANCES, "CAMPAIGN TREASURER'S REPORTS - ELECTRONIC CAMPAIGN FILING," REQUIRING ELECTRONIC FILING OF CAMPAIGN TREASURER'S REPORTS WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS OFFICE'S ELECTRONIC FILING SYSTEM; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is granted authority under Section 106.07(2)(a)2, Florida Statutes, to impose upon its own officers and candidates electronic filing requirements not in conflict with Section 106.0705, Florida Statutes; and

WHEREAS, the City of Holly Hill recognizes that a requirement that all candidates for municipal office file campaign finance reports electronically is not in conflict with the provisions of Section 106.0705, Florida Statutes; and

WHEREAS, all candidates for municipal office will utilize the Online Treasurer Reporting System maintained and operated by the Volusia County Supervisor of Elections Office; and

WHEREAS, the City Clerk along with the public will have prompt access to campaign finance reports electronically filed with the Volusia County Supervisor of Elections; and

WHEREAS, the Florida Legislature has significantly increased the frequency of filing campaign finance reports required under Section 106.07, Florida Statute, effective November 1, 2013, by now requiring monthly reports to be filed from the time the campaign

treasurer is appointed with additional reports due on the 25th, 11th, and 4th day prior to the election; and

WHEREAS, the City of Holly Hill finds and determines that uniform electronic filing of campaign finance reports by all municipal candidates will facilitate expanded public access to campaign finance information and conserve City of Holly Hill resources leading to greater efficiency.

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

SECTION 1. The statements contained in the above whereas clauses are adopted and ratified as the legislative findings and intent of the City Commission for the City of Holly Hill as if fully set forth herein as the legislative intent and findings of the City Commission.

SECTION 2. Adding the following new section of the Holly Hill Code of Ordinances, “Campaign Treasurer’s Reports - Electronic Campaign Filing” to read as follows:

All candidates for elected office in the City of Holly Hill shall electronically file their campaign treasurer’s reports required by state law utilizing the Volusia County Supervisor of Elections Office’s electronic filing system. Campaign treasurer’s reports electronically filed as required by this section shall be deemed filed with the City Clerk simultaneously upon the Volusia County Supervisor of Elections Office’s receipt of the electronic filing.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2017, for second reading.



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

**City Commission
Ordinance**

MEETING DATE: November 28, 2017
FROM: Valerie Manning
SUBJECT: **SECOND READING - Ordinance 2998 An Ordinance of the City Commission of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium on Locating Wireless Communications Facilities Including Small Wireless Facilities in a Public Right-Of-Way Within the City Limits and Establishing the Fee for Collocating on City-Owned Utility Poles at the Maximum Rate Allowed by Law; Providing for Severability; Providing for Conflicting Ordinances; and Providing an Effective Date.**
NUMBER: (ID # 1856)
APPLICANT:
PLANNER:

DISCUSSION:

Effective July 1, 2017, Florida adopted a new law allowing wireless facilities, including micro and small wireless facilities, to be located within the public right-of-way. The City is in the process of undergrounding utility lines along US1 and the implication of this new law on the undergrounding project are uncertain.

The City needs time to evaluate the implications of the new law and consider what amendments to the City Code are needed and allowed to implement the new law and to protect the City's interest.

The City believes that six (6) months may be sufficient time for this process and if additional time is required City staff shall request an extension to be approved by the City Commission.

The Advanced Wireless Infrastructure Deployment Act, Florida Statutes § 337.401(7)(f)(5), requires the City to establish a rate for collocating small wireless facilities on City-owned utility poles by the later of January 1, 2018 or three (3) months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by the City.

Nothing in this Ordinance shall affect or waive the City's right to establish applicable regulations by Ordinance to implement the Advanced Wireless Infrastructure Deployment Act, consistent with applicable law.

FISCAL

ANALYSIS:

The City establishes the rate for collocating small wireless facilities on City-owned utility poles

at the maximum rate allowed by applicable law of \$150.00 annually, as authorized by Florida Statutes § 337.401(7)(f)(3).

STAFF**RECOMMENDATION:**

Approve second reading of Ordinance 2998 as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE SECOND READING OF ORDINANCE 2998, ADOPTING A SIX (6) MONTH MORATORIUM ON LOCATING WIRELESS COMMUNICATIONS FACILITIES INCLUDING SMALL WIRELESS FACILITIES IN A PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS AND ESTABLISHING THE FEE FOR COLLOCATING ON CITY-OWNED UTILITY POLES AT THE MAXIMUM RATE ALLOWED BY LAW.

HISTORY:

11/14/17

City Commission

APPROVED AT 1ST READING

Next: 11/28/17

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 1856)

SECOND READING - ORDINANCE 2998 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A SIX (6) MONTH MORATORIUM ON LOCATING WIRELESS COMMUNICATIONS FACILITIES INCLUDING SMALL WIRELESS FACILITIES IN A PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS AND ESTABLISHING THE FEE FOR COLLOCATING ON CITY-OWNED UTILITY POLES AT THE MAXIMUM RATE ALLOWED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2998

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A SIX (6) MONTH MORATORIUM ON LOCATING WIRELESS COMMUNICATIONS FACILITIES INCLUDING SMALL WIRELESS FACILITIES IN A PUBLIC RIGHT OF WAY WITHIN THE CITY LIMITS AND ESTABLISHING THE FEE FOR COLLOCATING ON CITY-OWNED UTILITY POLES AT THE MAXIMUM RATE ALLOWED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective July 1, 2017 Florida adopted a new law allowing wireless facilities including micro and small wireless facilities to be located within the public right-of-way; and

WHEREAS, the City is in the process of undergrounding utility lines along US1 and the implication of this new law on the undergrounding project are uncertain; and

WHEREAS, the City needs time to evaluate the implications of the new law and consider what amendments to the City Code are needed and allowed to implement the new law and to protect the City's interest; and

WHEREAS, the City believes that six (6) months may be sufficient time for this process and if additional time is required City staff shall request an extension to be approved by the City Commission; and

WHEREAS, also the Advanced Wireless Infrastructure Deployment Act, Florida Statutes § 337.401(7)(f)(5) requires the City to establish a rate for collocating small wireless facilities on city-owned utility poles by the later of January 1, 2018 or three (3) months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by the City.

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 establishes a six (6) month moratorium on approving wireless facilities including small wireless facilities, micro wireless facilities and utility poles for collocation of small wireless facilities in any City public rights-of-way. If additional time is required, City staff may request an extension of the six (6) month moratorium. Nothing in this Ordinance shall affect or waive the City's right to establish applicable regulations by Ordinance to implement the Advanced Wireless Infrastructure Deployment Act, consistent with applicable law.

SECTION 2. The City hereby establishes the rate for collocating small wireless facilities on City-owned utility poles at the maximum rate allowed by applicable law of \$150.00 annually, as authorized by Florida Statutes § 337.401(7)(f)(3).

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2017 for second reading.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 1866)

Meeting: 11/28/17 07:00 PM
Department: Public Works
Category: City Manager Comments
Prepared By: Beth Wrenn
Initiator: Mark Juliano
Sponsors:

DOC ID: 1866

FOR INFORMATIONAL PURPOSES ONLY - NO VOTE NEEDED Purchase of Replacement Vehicle for Building and Zoning Department

The Public Works Department has purchased a replacement vehicle for the Chief Building Official.

Vehicle 602, for the Building Department, included in this year's budget, has been replaced in accordance with the Fleet Manager's Vehicle Replacement Schedule.

The vehicle purchased is a 2018 Nissan Frontier, extended cab, with electric windows and doors. It was purchased from Nissan of Daytona.

Three (3) quotes were obtained and Nissan of Daytona was the lowest quote at \$18,704.00.

FISCAL ANALYSIS: Vehicle funding is included in this year's budget.

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.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT	WWW.ALANJAY.COM	12366-2
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/16/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/17/2017

REQUESTING AGENCY **HOLLY HILL, CITY OF**

CONTACT PERSON **Danny O'Flaherty**

EMAIL Doflaherty@hollyhillfl.org

PHONE **386-248-9457**

MOBILE

FAX **386-248-9450**

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF

www.NationalAutoFleetGroup.com

MODEL	31118	MSRP	\$22,410.00
2018 NISSAN FRONTIER KING CAB S			
CUSTOMER ID		NJPA PRICE	\$18,972.00
BED LENGTH	6'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
QAK W	EXTERIOR COLOR GLACIER WHITE W/ STEEL CLOTH INTERIOR	\$0.00
2.5L	ENGINE 2.5L DOHC I4 (4 cylinder)	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
FACTORY OPTIONS		\$0.00

TRADE IN	TOTAL COST	\$18,972.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
TOTAL COST LESS TRADE IN(S)	QTY	1
		\$18,972.00

Estimated Monthly payments for 60 months paid in advance: \$348.24

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Attachment: AlanJFront (1866 : Purchase of Replacement Vehicle for Building and Zoning Department)



QUOTE

BECK AUTO GROUP

436 Hwy 17, Palatka, FL 32217

DATE: October 11, 2017

To: City of Holly Hill

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921	AMOUNT
2018 Nissan Frontier	\$ 22,674.00
Glacier White, Beige	
Subtotal	\$ 22,674.00
AFTERMARKET	
	\$ 22,674.00
PRICE CONCESSION	\$ (4,750.00)
TALLAHASSEE PIGGY BACK FEE	\$ 100.00
Contract negotiated dealer Markup	\$ 453.48
PURCHASE PRICE FOR VEHICLE	\$ 18,477.48
Service Contract 8 years/36,000	\$ 1,770
SUBTOTAL	\$ 20,247.48
Customers Approval for above work: _____	TAX RATE
THANK YOU FOR YOUR BUSINESS!	SALES TAX
	OTHER
	TOTAL \$ 20,247.48

Attachment: BeckFront (1866 : Purchase of Replacement Vehicle for Building and Zoning Department)

Daytona Nissan

950 North Tomoka Farms Road • Daytona Beach, FL 32124 • (386) 274-6819 •

VEHICLE WORKSHEET

DELIVERY TIME

BUYER CITY OF HOLLY HILL	COBUYER	DATE 10/20/2017
ADDRESS 1065 RIDGEWOOD AVE	ADDRESS	STOCK # 21838
C/S/Z HOLLY HILL, FL 32117	C/S/Z	SALESPERSON(S)
HM PHONE (386) 428-9427	HM PHONE	Frank Lania
WK PHONE (386) 248-9427	WK PHONE	
DL #	DOB //	DL #
DOB //	DOB //	CUST #
EMAIL DOFLAHERTY@HOLLYHILL.FL.ORG	EMAIL	DEAL #
INS CO.	POLICY #	

 ENTER MY ORDER FOR ☐ New ☐ Demo ☐ Used ☐ Previously Leased

 Yr. 2017 Make Nissan Model Frontier
 Serial # 1N6BD0CT0HN725970
 Mileage 3 Color WHITE Trim S 4x2 King Cab 6 ft. box 125

WARRANTY DISCLAIMER ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Description of Trade-In			Year
Make	Model	Color	Mileage
Ser. No.	Stock No.	Balance Owed \$	

Lienholder

Address

Phone #

Acct. #

BAILMENT AGREEMENT. The undersigned purchaser simultaneously signed a VEHICLE WORKSHEET or lease agreement for the purchase or lease of the above described vehicle from the above named dealership, and further acknowledges that said vehicle is furnished merely as an accommodation to purchaser, pending, and/or subject to purchaser's credit approval for non-recourse financing or lease by a dealer approved lender or lessor. Except as above stated, purchaser has no interest or right to the vehicle unless the transaction pursuant to the VEHICLE WORKSHEET or lease agreement is completed. Purchaser will return the vehicle to the dealer on demand, but in no event later than five days after the date hereof. In the event purchaser fails to return the vehicle within the time agreed upon herein, purchaser agrees to pay all cost of repossession including attorney fees. Purchaser's automobile and liability insurance shall be deemed to be primary coverage.

SELLING PRICE	22617.00
power windows and locks	0.00
Total Including Accessories	22617.00
Less Trade Allowance	
Cash Difference	22617.00
Service and Handling*	199.50
Electronic Filing Fee*	129.00
Lemon Law Fee	2.00
Waste Tire / Battery Fee	6.50
Taxable Amount	22954.00
Sales Tax .00%	-25.00
County Tax 0%	25.00
Total Sales Tax	0.00
Registration Fees	
Trade Payoff	
Sub Total	22954.00
Extended Service Contract	
Maintenance Contract	
Gap	
State Sales Tax on Benefits	
County Tax on Benefits	
Cash Balance Due	
Manufacturer's Rebate(s)	4250.00
Deposit	
Cash Down	0.00
Unpaid Balance of Cash Price	18704.00

*This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to sale.

If any dispute, controversy or claim between the Purchaser and the Dealer, dealer's officers, agents or employees, or Dealer's surety bonding company arising out of or relating to any aspect of this vehicle purchase transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute in an amicable manner by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser and Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transaction, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be ineligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial by jury for all controversies and claims. The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish, damages to property, damages for loss of use, loss of income or any other incidental damages.

Purchaser's Acknowledgement of Choice of Inspection: (Used Vehicle Only) Purchaser acknowledges the Purchaser has had the used vehicle inspected by a vehicle mechanic of Purchaser's choice or that Purchaser has an opportunity to do so, but chose not to obtain an independent inspection.

On a cash transaction, this offer is not binding unless accepted in writing by an authorized dealer representative in the space indicated below. On a credit transaction, the Purchaser's offer is not accepted and the transaction is not consummated until (a) accepted in writing by an authorized dealer representative in the space indicated below and (b) accepted and approved for financing by a responsible bank, finance company or lender and (c) Purchaser and Dealer have signed and installment sales contract.

Purchaser acknowledges that Purchaser has not been induced to sign this Order by any representation involving the condition or performance of the vehicle or any warranty relating to this vehicle or any representation contrary to the written terms of this Order. Purchaser further acknowledges if marked as Previously Leased, the dealer has disclosed the above-referenced vehicle we previously used as a short-term lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle.

IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFORMANCE OF HIS OFFER.

Purchaser _____ Date 10/20/2017

Dealer Representative _____

Co-Purchaser _____ Date 10/20/2017

Attachment: DayNissan Front (1866 : Purchase of Replacement Vehicle for Building and Zoning Department)