

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 11, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - NONE**3. RECESS THE CC MTG & CONVENE AS THE CRA****4. CRA AGENDA**

- 1. Resolution 2018-R-51 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Development Agreement with Martens Properties, LLC.

(Requested by Valerie Manning, City Clerk)

- 2. Resolution 2018-R-52 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Incentive Agreement with Martens Properties, LLC (Developer).

(Requested by Valerie Manning, City Clerk)

- 3. Resolution 2018-R-53 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Management Agreement with Pickleball Daytona at Holly Hill.

(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - November 27, 2018 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEM

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. BMC CPAs Discussion with the Audit Partner and with the Two Retirement Trust Boards to Consolidate the Audits of the Police and Fire Retirement Trust with the Comprehensive Annual Financial Report of the City.

(Requested by John McKinney, Finance)

9. REGULAR AGENDA

1. Resolution Resolution 2018-R-54 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Development Agreement with Martens Properties, LLC.
(Requested by Joseph Forte, City Manager)
2. Resolution Resolution 2018-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Incentive Agreement with the Martens Properties, LLC (Developer).
(Requested by Joseph Forte, City Manager)
3. Resolution Resolution 2018-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Management Agreement with Pickleball Daytona at Holly Hill.
(Requested by Joseph Forte, City Manager)
4. Resolution Resolution 2018-R-75 A Resolution of the City Commission of the City of Holly Hill, Florida, Providing an Internal Loan as Part of the 2018-2019 Fiscal Year Budgets; Providing for Conflict; Providing for Severability; and Providing for an Effective Date.
(Requested by John McKinney, Finance)
5. Resolution Resolution 2018-R-76 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing the Following Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing an Effective Date.
(Requested by Valerie Manning, City Clerk)
6. Resolution Resolution 2018-R-77 A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Proving an Effective Date.
(Requested by Valerie Manning, City Clerk)
7. Resolution Resolution 2018-R-78 A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Members; and Providing an Effective Date.
(Requested by Valerie Manning, City Clerk)
8. Resolution Resolution 2018-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the FY2019 and FY2020 Roadway Resurfacing Program Not to Exceed \$89,872.50.
(Requested by Antoine Khoury, Public Works)

9. Resolution Resolution 2018-R-80 A Resolution of the City of Holly Hill, Florida, Adopting the 2018 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

10. RFP 18-WA-01 Flamingo Drive Water Main Replacement City Issued a Request for Proposal (RFP) to Seek a Qualified Contractor to Replace Approximately 4,600 LF of 2 Inch Galvanized and 6 Inch Asbestos Cement Water Main with 6 Inch and 8 Inch PVC C900 Water Main on North and South Flamingo Drive and Lakewood Drive.

(Requested by John McKinney, Finance)

11. Award Engineering Service Contract for Professional Design Services for Storm Water Projects Funded Under the Hazard Mitigation Grant Program (HMGP) Projects: State Avenue, Espanola Avenue, Tuscaloosa Avenue and Ridge Avenue/Cordova Avenue

(Requested by John McKinney, Finance)

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

(Requested by Brian Walker, City Planner)

10. PUBLIC HEARING

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

(Requested by Valerie Manning, City Clerk)

11. ADJOURNMENT

12. COMMUNICATIONS

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

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**

4.1

**City Commission
CRA Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-51 A Resolution of the Community
Redevelopment Agency of the City of Holly Hill, Florida,
Authorizing the City Manager to Execute a Development
Agreement with Martens Properties, LLC.
NUMBER: (ID # 2323)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational activities, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions, would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered in the 2018/2019 fiscal year budget for the development of the project.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Development Agreement and authorize the City Manager to execute the Development Agreement.

COMMISSION

GOAL:

N/A

MOTION:

To approve the development Agreement and Authorize the City Manager to execute the Development Agreement.

ATTACHMENTS:

- Pickleball Development Agreement 12-11-2018 (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B - Pickleball Building Plan (PDF)

CRA Resolution No. (ID # 2323)**RESOLUTION 2018-R-51 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH MARTENS PROPERTIES, LLC.****RESOLUTION 2018-R-51**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH MARTENS PROPERTIES, LLC; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of the City of Holly Hill (CRA) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park, hereinafter described in Exhibit A and Exhibit B attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, the CRA and the Developer desire to develop the Property for the Project; and

WHEREAS, the CRA and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City CRA fund; and

WHEREAS, this attached agreement shall provide the terms and conditions of the development of the Project.

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

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill approves the Development Agreement and the City Manager of the City of Holly Hill is authorized to execute the Development Agreement.

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.

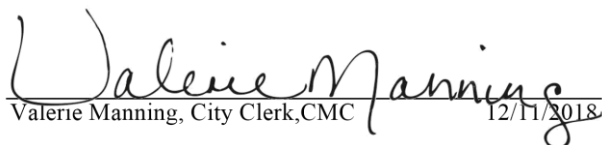
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the Community Redevelopment Agency.

APPROVED AND AUTHENTICATED this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

PICKLEBALL DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City and the Developer desire to develop the Property for the Project.

WHEREAS, the City and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City.

WHEREAS, this Agreement shall provide the terms and conditions of the development of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted \$3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted \$1,000,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, it is anticipated at this time that the Project will include the following:

- A. 24 lighted pickleball courts with eight (8) under cover.
- B. 4,200 sq. ft. Club House.
- C. 3,200 sq. ft. Restaurant.
- D. 2,400 sq. ft. Activity Center.
- E. Other recreational facilities as shown on Exhibit B.
- F. Landscaping.
- G. Necessary infrastructure, including water, sewer, stormwater and electric.
- H. Parking.
- I. Signage.
- J. Demolition and other site prep.
- K. There shall be separate electric meters for Activity Center, outside lighting, Club House and Restaurant.

2) Developer will transfer the budgeted \$3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the \$3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development of the Project. The execution of this Agreement by the City does not obligate the City to approve the Project as the regulatory body. The City is required to apply the existing development regulations to the Project.

4) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City and Developer.

5) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. Statutory Worker's Compensation and \$1 mil./\$1 mil./ \$1 mil. Employer's Liability Insurance covering all employees;

b. Combined Single Limit General Liability insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate covering Bodily Injury and Property Damage, \$5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

c. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Developer and City prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

6) Developer agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers. For invoices not paid the Developer shall provide the City with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8) The Developer is a private limited liability company. The City provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City's Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City, but an independent third party. The City is not delegating to the Developer the right or obligation to perform any function that the City would otherwise provide.

9) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

 Type or Print Name: _____
 Commission _____ No.:

 My Commission Expires: _____

Martens Properties, LLC

Witness: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

 Type or Print Name: _____
 Commission _____ No.:

 My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

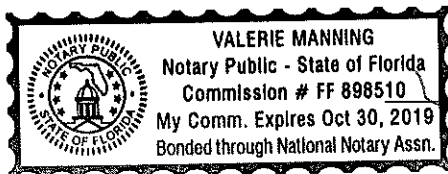
Martens Property, LLC

Witness: _____ By: Julie S. Marten
Printed Name: _____ Title: Mgr
Date: 12/4/18

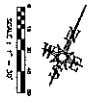
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 4th day of December, 2018 by Julie S. Marten of Martens Property, LLC, who is personally known to me or produced drivers licence as identification and did/did not take an oath.

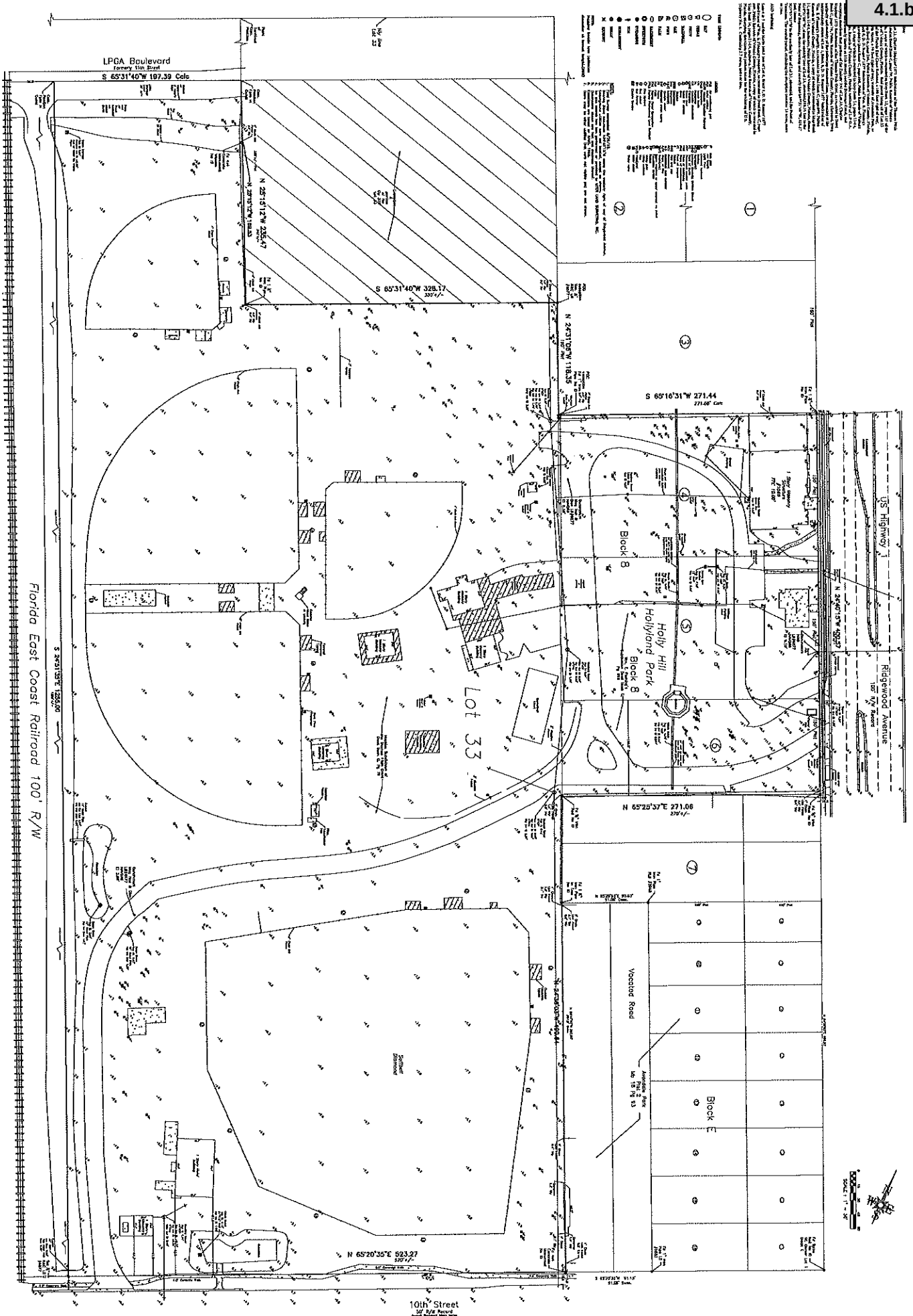
NOTARY PUBLIC, STATE OF FLORIDA



Valerie Manning
Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: October 30, 2019



—PLOT: WATERMAN PLOT (CONCRETE) VULI? Location: —	
1. Parcel: 10-20-200, parcel number per State parcel map 2. City: HOLLY, FL 33040	3. Parcel: 10-20-200, parcel number per State parcel map 4. City: HOLLY, FL 33040
MICHAEL K. MYER, P.E., P.M. LICENSED MYER LAND SURVEYING, INC., LICENSED BUSINESS FIRM (OFF: 4040 WILSON STREET AND ADDRESSED WITH SURVEYOR'S SEAL)	
Boundary and Topographic Survey with Tree Locations Exclusively prepared for: City of Holly Hill	
MYER LAND SURVEYING, INC. LICENSED BUSINESS FIRM MICHAEL K. MYER, P.E. 4006 PROFESSIONAL LAND SURVEYOR 316 ROCKWOOD AVENUE HOLLY HILL, FLORIDA 32117 386 235-2304 Phone MYER@KDSURV.COM	
Original date: 3/29/18	SCALE: 1"=50' SHEET: 1 of 1

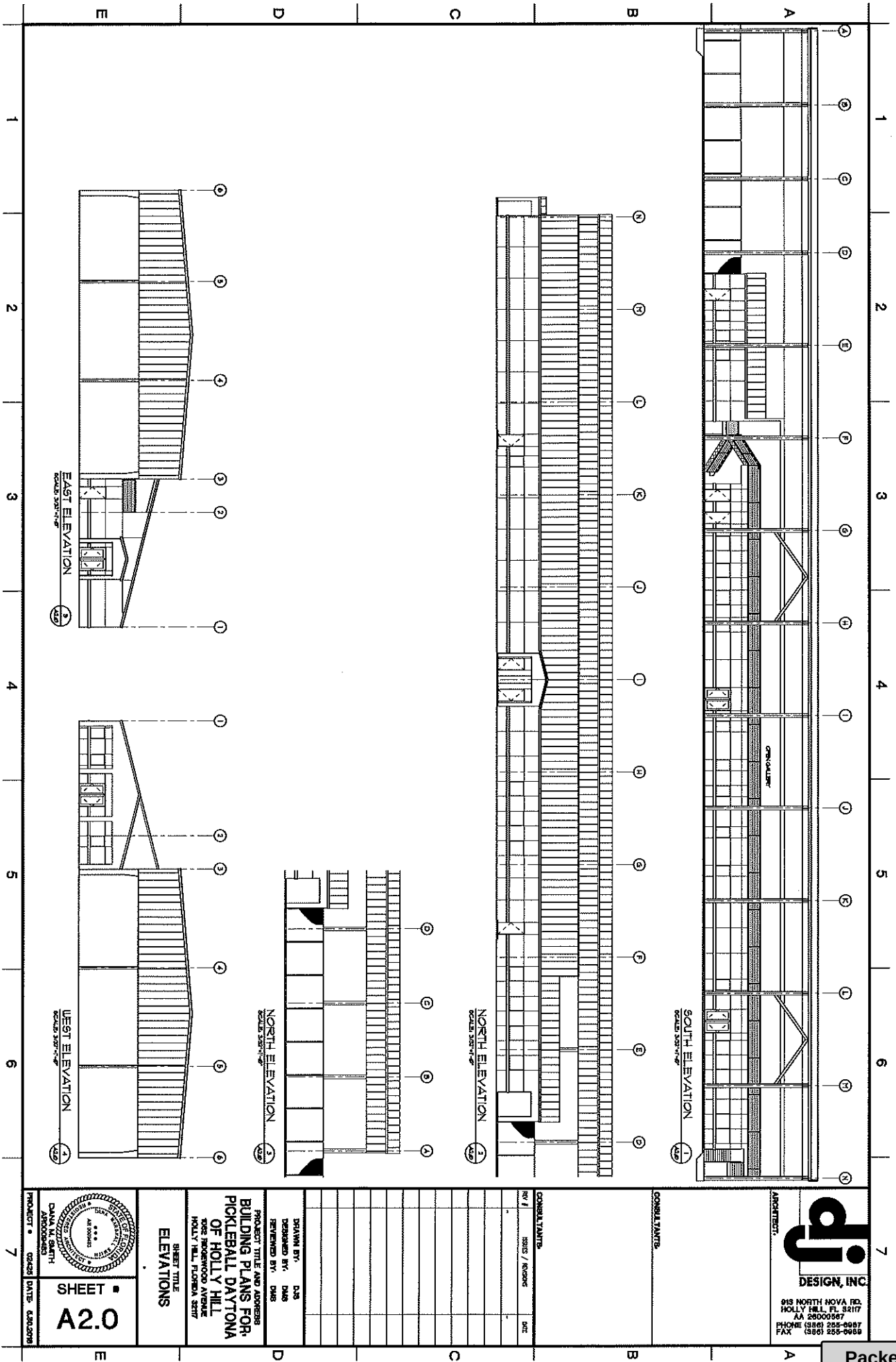


MICHAEL K. WEIR, PL. PSN 154006
 AFTER LAND SURVEYING, INC., LICENSED BUSINESS 10077
 (NOT VALID UNLESS SIGNED AND ENDORSED WITH SURVEYOR'S SEAL.)

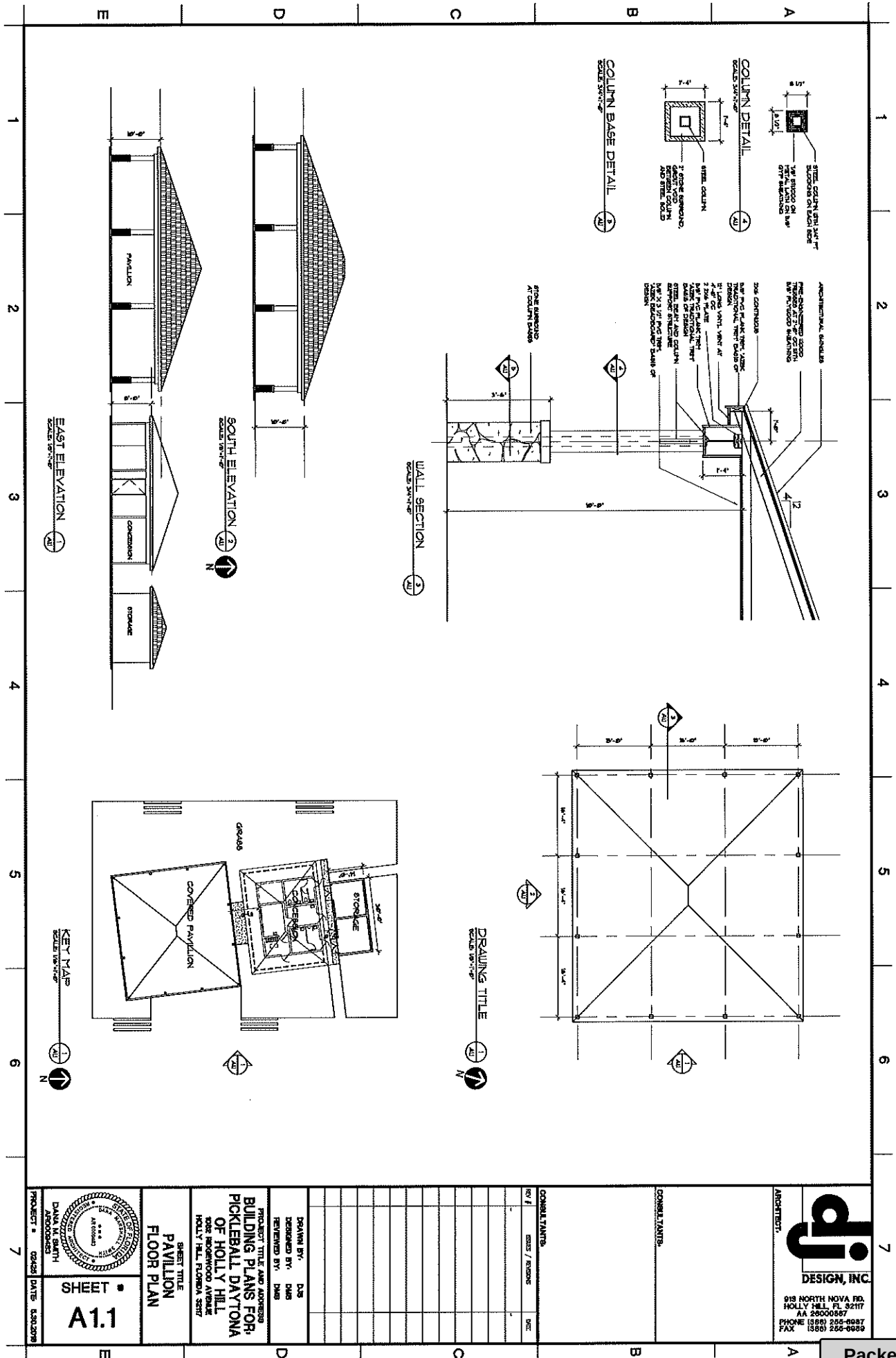
Boundary Topographic & Tree Survey
Exclusively prepared for:
City of Holly Hill

AMYER LAND SURVEYING, INC.
 LICENSED BUSINESS #16877
 MICHAEL M. MYER PLS 4006
 PROFESSIONAL LAND SURVEYOR
 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 386 253-8304 Phone MMAYER4006@GMAIL.COM

DATE: 3/28/18 SCALE: 1"=30' SHEET 1 of 1









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

**City Commission
CRA Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-52 A Resolution of the Community
Redevelopment Agency of the City of Holly Hill, Florida,
Authorizing the City Manager to Execute an Incentive
Agreement with Martens Properties, LLC (Developer).
NUMBER: (ID # 2322)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational activities, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

As part of the development of the project, the City will enter into an incentive agreement that will allow for the CRA to fund eligible engineering site work on the property as detailed in the attached Incentive Agreement.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered the 2018/2019 fiscal year budget for the development of this project.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Development Agreement and authorize the City Manager to execute the Incentive Agreement.

COMMISSION**GOAL:**

N/A

MOTION:

To approve the Incentive Agreement and Authorize the city manager to execute the Incentive Agreement.

ATTACHMENTS:

- Pickleball Incentive Agreement 12-11-2018 (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B Pickleball Building Plan (PDF)

CRA Resolution No. (ID # 2322)**RESOLUTION 2018-R-52 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH MARTENS PROPERTIES, LLC (DEVELOPER).****RESOLUTION 2018-R-52**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH THE MARTENS PROPERTIES, LLC (Developer); AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Community Redevelopment Agency (CRA) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park, hereinafter described in Exhibit A and Exhibit B attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, the CRA and the Developer desire to develop the Property for the Project; and

WHEREAS, the CRA and the Developer have executed simultaneously herewith an Development Agreement providing for the construction of the property; and

WHEREAS, this Agreement shall provide the terms and conditions of the Incentives being funded through reimbursement from the City's CRA fund.

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

SECTION 1. That the Community Redevelopment Agency approves the Incentive Agreement and the City Manager of the City of Holly Hill is authorized to execute the Incentive Agreement.

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

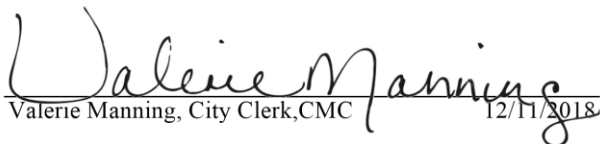
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the Community Redevelopment Agency.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

PICKLEBALL INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens Properties, LLC (Developer).

WITNESSETH

WHEREAS, the City is the owner of a public park known as Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million dollars (\$1,000,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million dollars (\$1,000,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency's sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency's sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained

herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**_____
Valerie Manning
City Clerk_____
Chris Via
MayorSTATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

**COMMISSION OF THE CITY
COMMUNITY
REDEVELOPMENT AGENCY**_____
Valerie Manning
City Clerk_____
Chris Via
Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

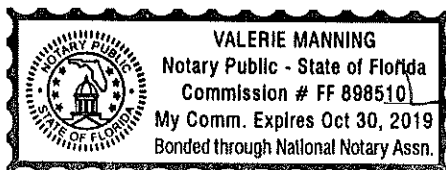
Martens Property, LLC

Witness: _____ By: Julie S. Marten
Printed Name: _____ Title: Mgr.
Date: 12/4/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

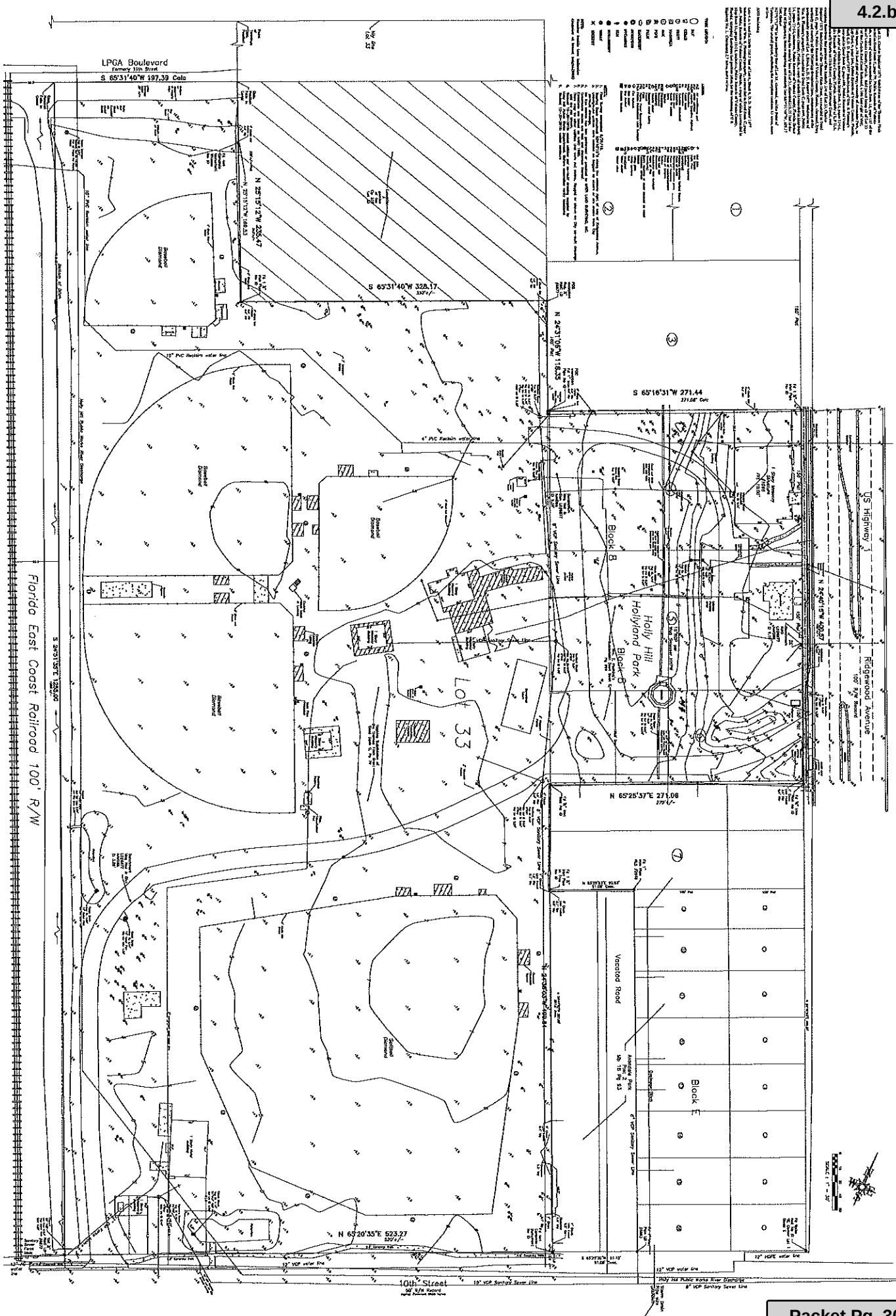
The foregoing agreement was acknowledged before me this 4th day of December, 2018 by Julie S. Marten of Martens Property, LLC, who is personally known to me or produced drivers liscence as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA



Valerie Manning
Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: October 30, 2019

Attachment: Pickleball Incentive Agreement 12-11-2018 (2322 : Pickleball Incentive Agreement)



Attachment: Exhibit A - Pickleball Survey (2322 : Pickleball Incentive Agreement)

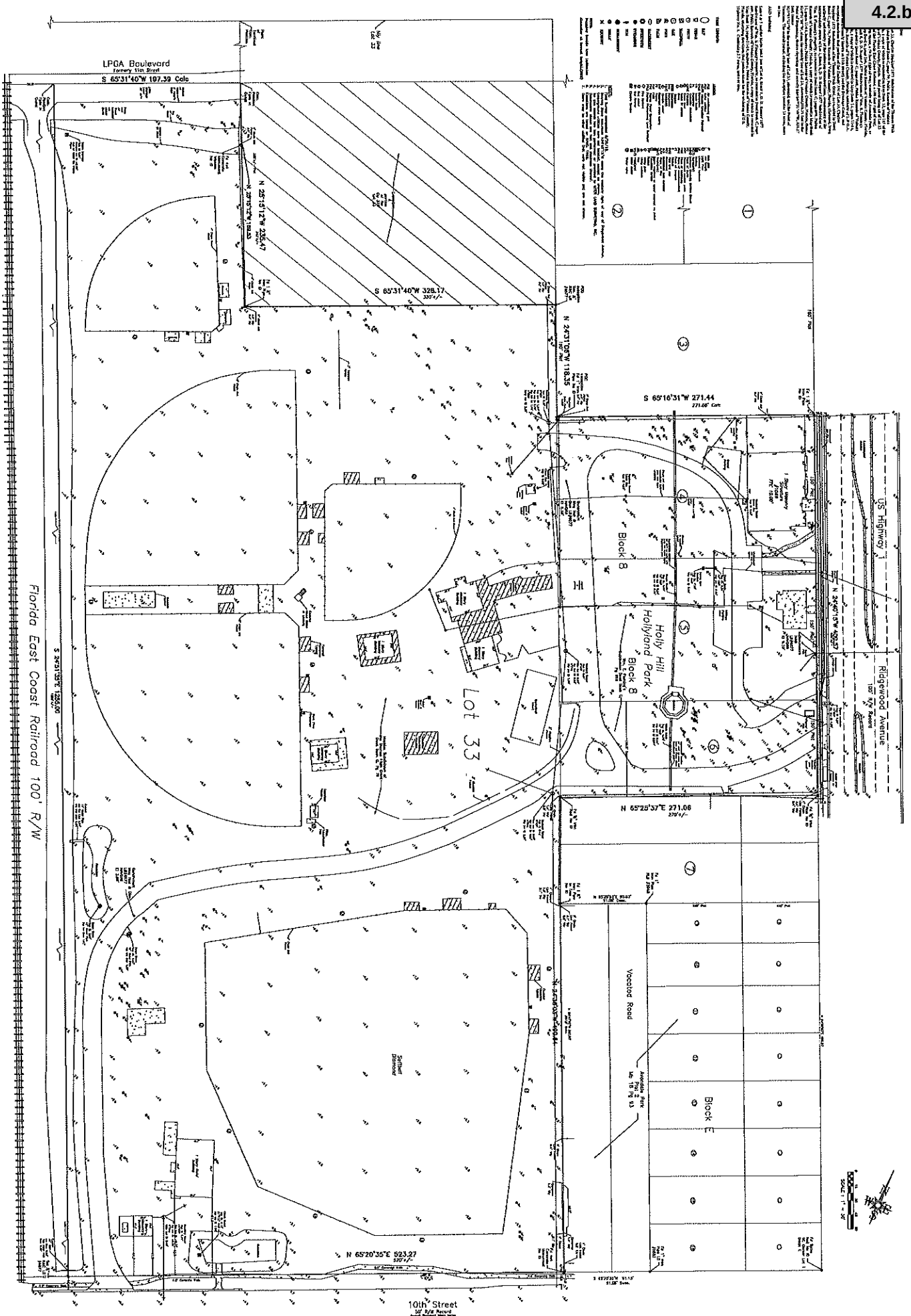
AMER LAND SURVEYING, INC.
 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 386-235-0304 Phone AMERLANDSURVEYING.COM

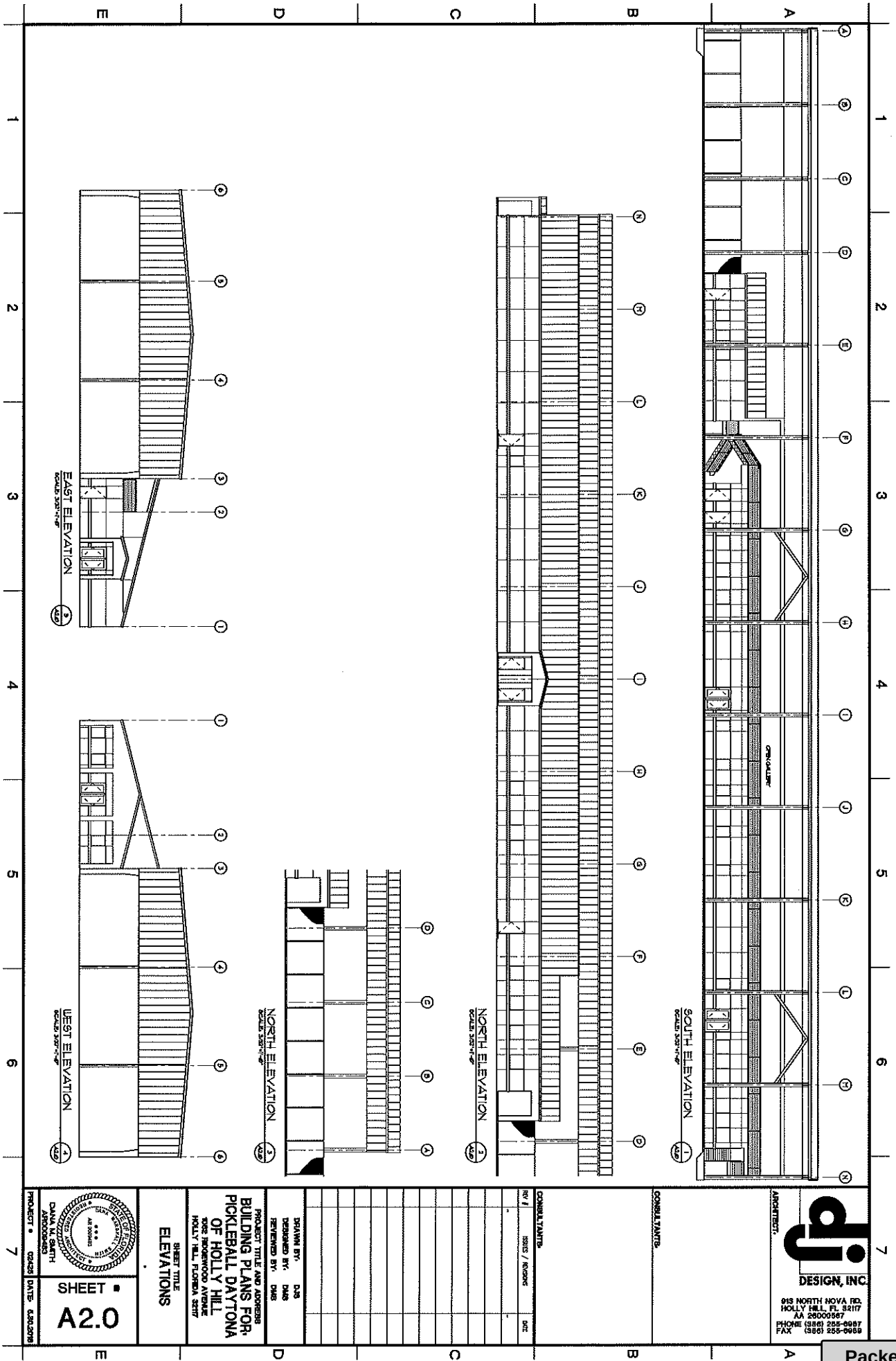
Original Date: 3/27/18 Scale: 1"=100' Sheet: 1 of 1

Boundary and Topographic Survey
 with Tree Locations
 Exclusively Prepared for:
 City of Holly Hill

AMER K. AMER, P.E., PLS. License
 (NOT VALID WITHOUT SIGNATURE AND STAMPED WITH CURRENTS SEAL)

APPROPRIATE EDUCATION: REPLY SUBMITTING CREDIT LOCATIONS











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

4.3

**City Commission
CRA Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-53 A Resolution of the Community
Redevelopment Agency of the City of Holly Hill, Florida,
Authorizing the City Manager to Execute a Management
Agreement with Pickleball Daytona at Holly Hill.
NUMBER: (ID # 2324)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational actives, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

The Martens have entered into an agreement with Pickleball Daytona at Holly Hill to manage and operate the facility. The attached agreement describes the Management Agreement between the City and Pickleball Daytona at Holly Hill.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered the 2018/2019 fiscal year budget for the development of the facility. Future operating and management fund will need to be programmed into future budgets.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Management Agreement and authorize the

City Manager to execute the Management Agreement.

COMMISSION**GOAL:**

N/A

MOTION:

To approve the development Agreement and Authorize the City Manager to execute the Management Agreement.

ATTACHMENTS:

- Pickleball Management Agreement 12-11-2018 (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B - Pickleball Building Plan (PDF)

CRA Resolution No. (ID # 2324)**RESOLUTION 2018-R-53 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MANAGEMENT AGREEMENT WITH PICKLEBALL DAYTONA AT HOLLY HILL.****RESOLUTION 2018-R-53**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MANAGEMENT AGREEMENT WITH PICKLEBALL DAYTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of the City of Holly Hill (CRA) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, Pickleball Daytona at Holly Hill desires to manage and operate the Pickleball Facility in the designated portion of Hollyland Park hereinafter described in Exhibit A & Exhibit B attached hereto (Property); and

WHEREAS, the CRA desires to contract with Pickleball Daytona at Holly Hill to manage and operate the Facility; and

WHEREAS, this agreement shall provide the terms and conditions of the development of the Project.

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

SECTION 1. That the Community Redevelopment Agency approves the Management Agreement and the City Manager of the City of Holly Hill is authorized to execute the Management Agreement.

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

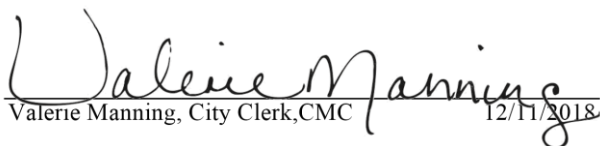
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the Community Redevelopment Agency.

**APPROVED AND AUTHENTICATED on this 11th day of DECEMBER,
2018.**

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

PICKLEBALL MANAGEMENT AGREEMENT

WHEREAS, Martens Properties, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill (City).

WHEREAS, it is the intent that after construction is completed, Pickleball Daytona of Holly Hill (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City and the Operator hereby agree to the following:

- 1) The City hereby retains the Operator for the management and operations of the Project.
- 2) The Operator agrees to manage, operate, and maintain the Project in a first-class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City); etc. The City shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.
- 3) City will not authorize another pickleball facility or the construction of a pickleball courts on City owned land.
- 4) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership. The Operator shall offer residents of the City a 25-50% discount on any membership.
- 5) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City which provides projected revenue and expenses by category.
- 6) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament

revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City. Employee's working at the Project shall receive a reasonable compensation for the services rendered

7) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. Consumption of beer and wine shall be limited to areas within the fenced in area and shall not be allowed on the courts. **Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64' x 36' fenced and gated area).** Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8) Operator shall provide the City with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City's review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. Statutory Worker's Compensation and Employer's Liability Insurance covering all employees;

b. Combined Single Limit General Liability insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate covering Bodily Injury and Property Damage, \$5,000 Medical Payments. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City must be included.

c. *\$1,000,000 per occurrence/\$2,000,000 aggregate limit Liquor Liability covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City as an additional insured.*

d. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Operator and City prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing

insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

10) Operator agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City with six (6) months advance written notice. The City cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City.

12) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City. Upon approval by the City, the City must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14) The City shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A. **Overflow parking for daily operations is permitted in the open space west of the facility without City approval.** Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B **or the field to the west to accommodate parking.** The Operator shall obtain the necessary special event permit for such an event or activity.

16) The Operator is a private, not-for-profit corporation. The City provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City's responsibility). The expenses identified as the City's responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating. The Operator is not an agent of the City, but an independent third party. The City is not delegating to the Operator the right or obligation to perform any function that the City would otherwise provide.

17) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

Pickleball Daytona ^{AT} of Holly Hill

Witness: _____

By: George Emery Graber

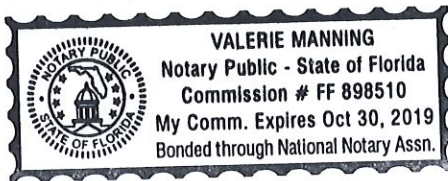
Title: Vice President

Printed Name: _____

Date: 12/4/2018

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 4th day of December, 2018 by George Emery Graber of Pickleball Daytona of Holly Hill, who is personally known to me or produced driver license as identification and did/did not take an oath.



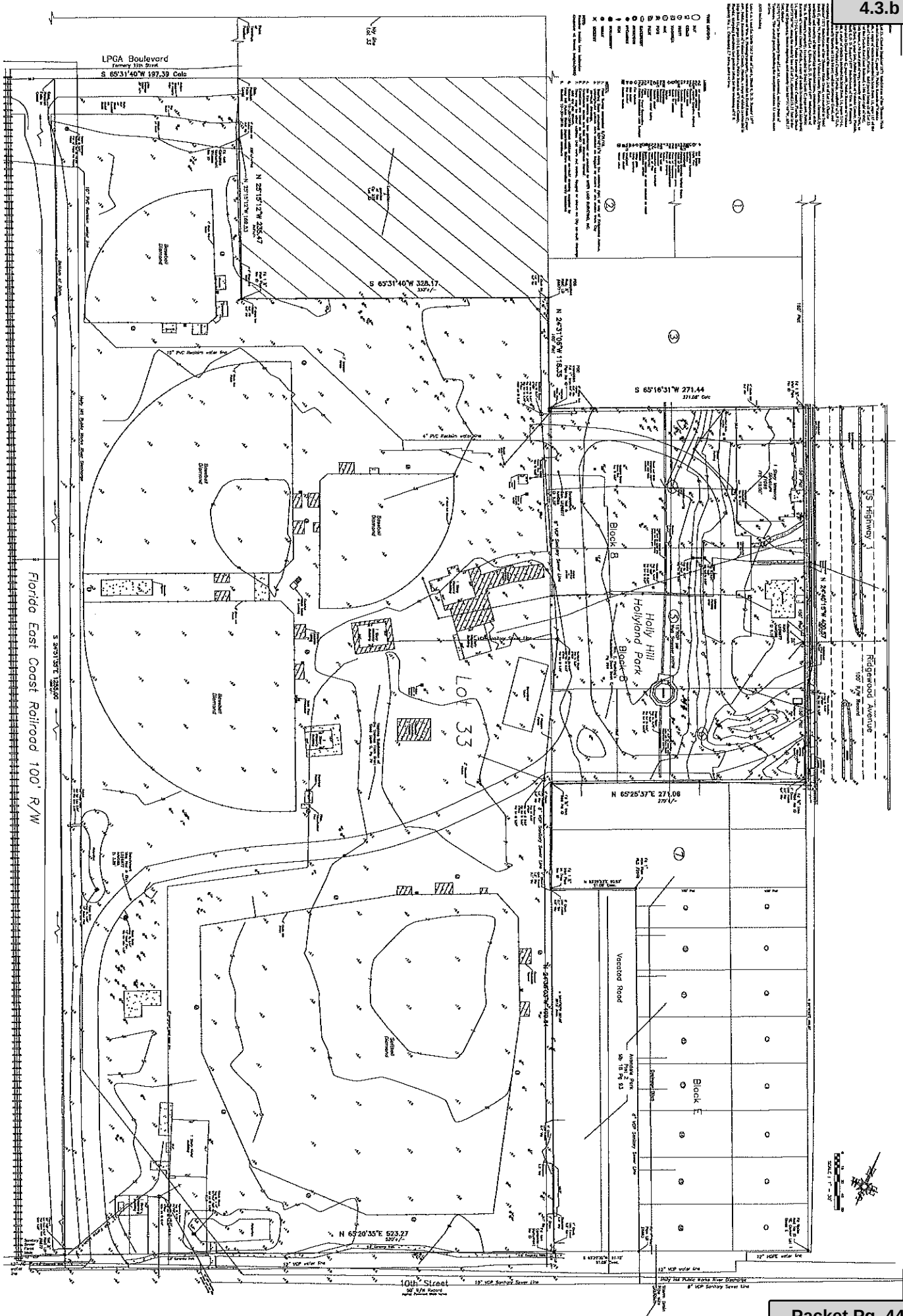
NOTARY PUBLIC, STATE OF FLORIDA

Valerie Manning

Type or Print Name: Valerie Manning

Commission No.: FF 898510

My Commission Expires: October 30, 2019



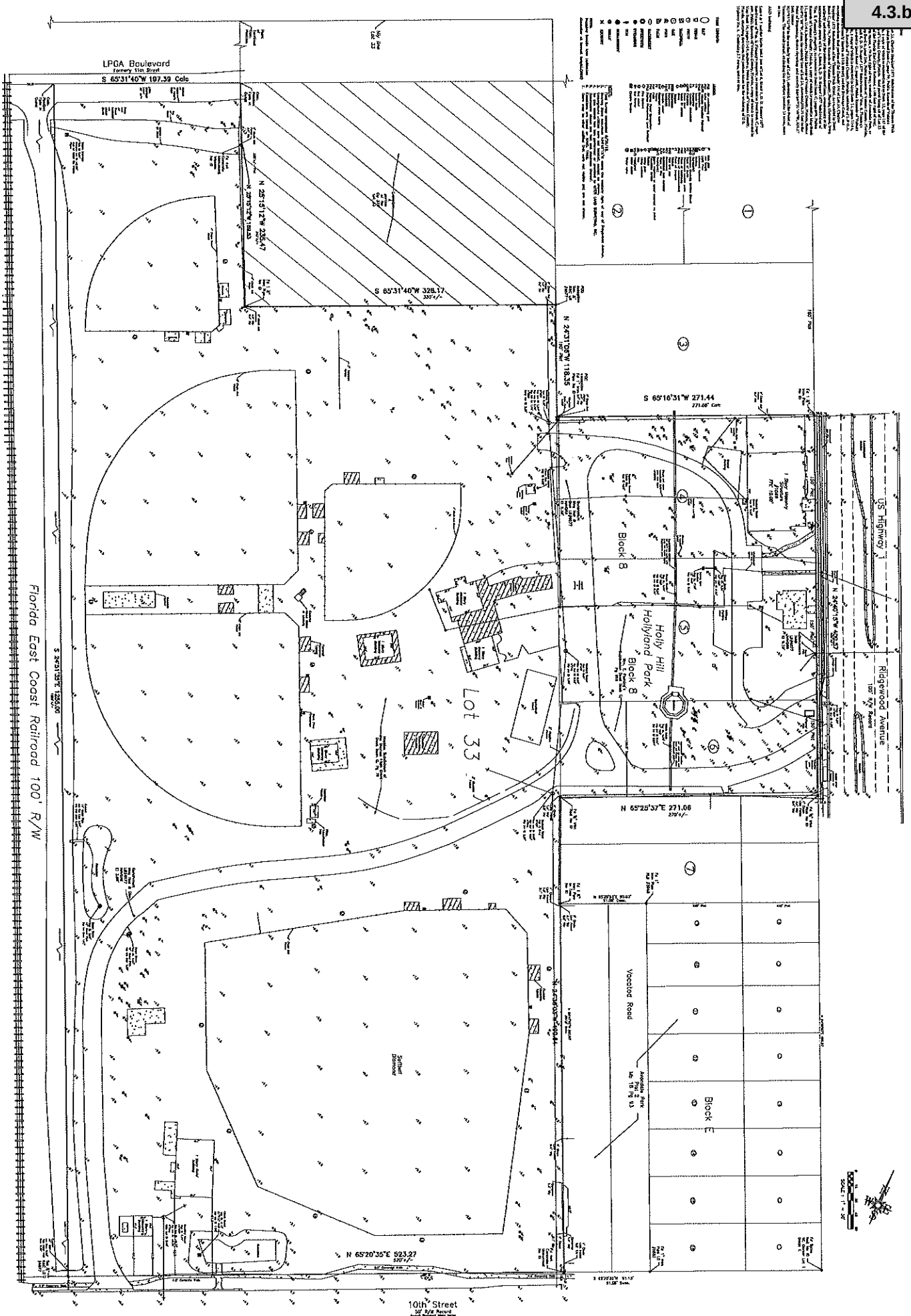
JOE JIMENEZ by JIMENEZ, CDS 97037
FR 216 9 13-14 216 pp 71-88 637 FR 145 pp 24, 35-37 a Juan Luis Suarez Varela

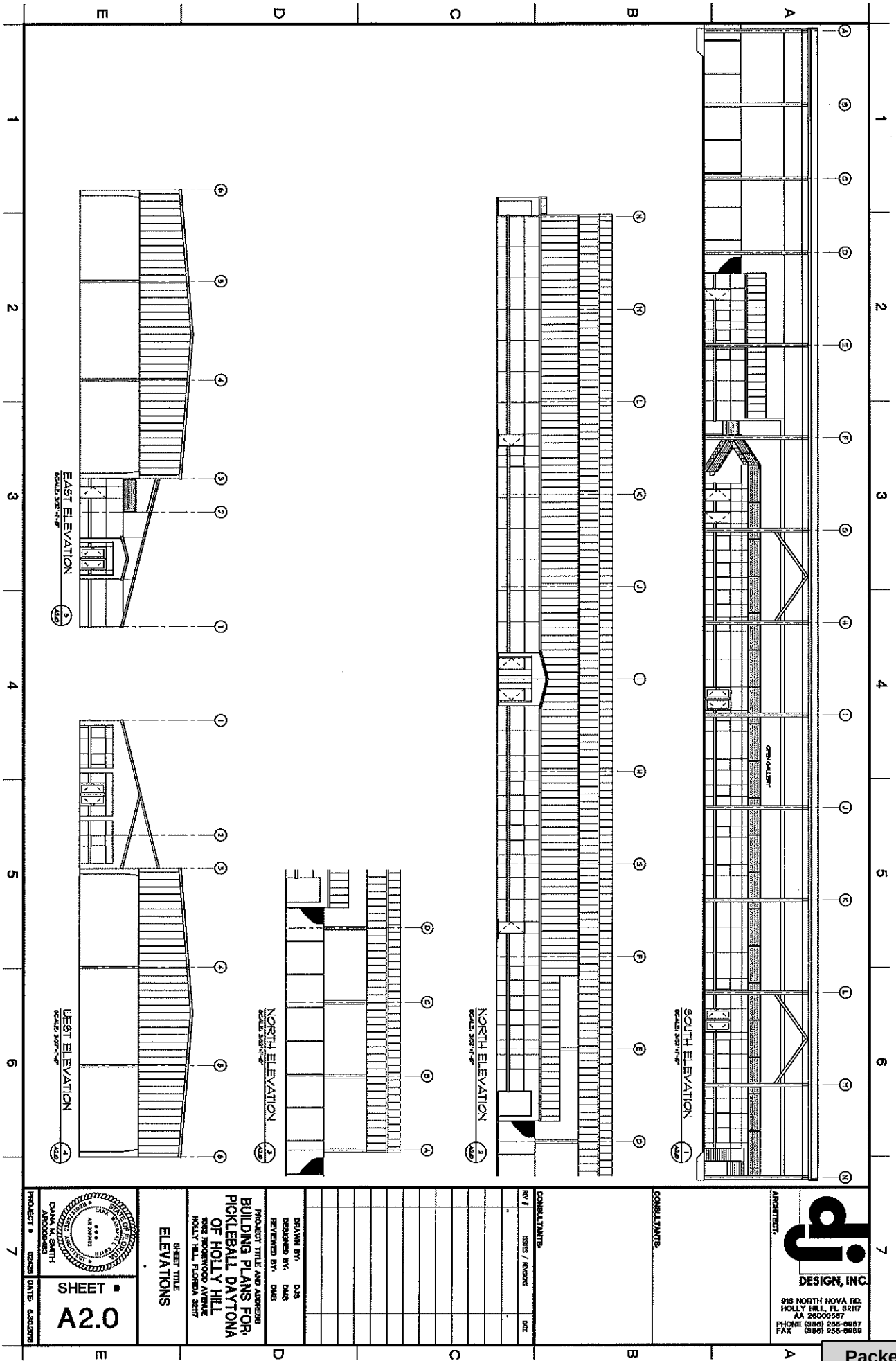
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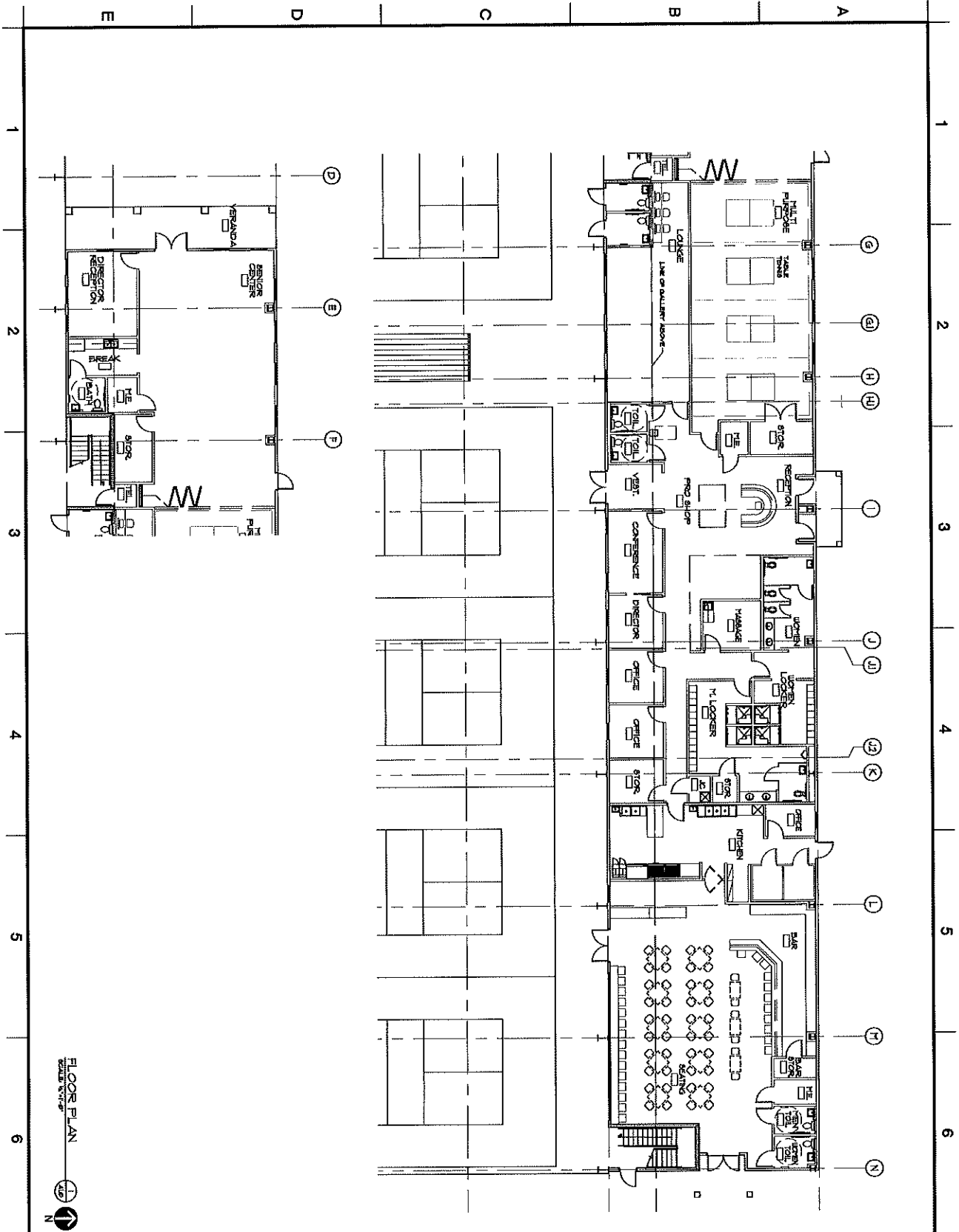
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WATER LAND SURVEYING, INC., LICENSED BUSINESS #1177
(NOT VALID UNLESS SIGNED AND SUGGESTED WITH SURVEYOR'S SEAL.)

Boundary and Topographic Survey
with Tree Locations
Exclusively prepared for:
City of Holly Hill

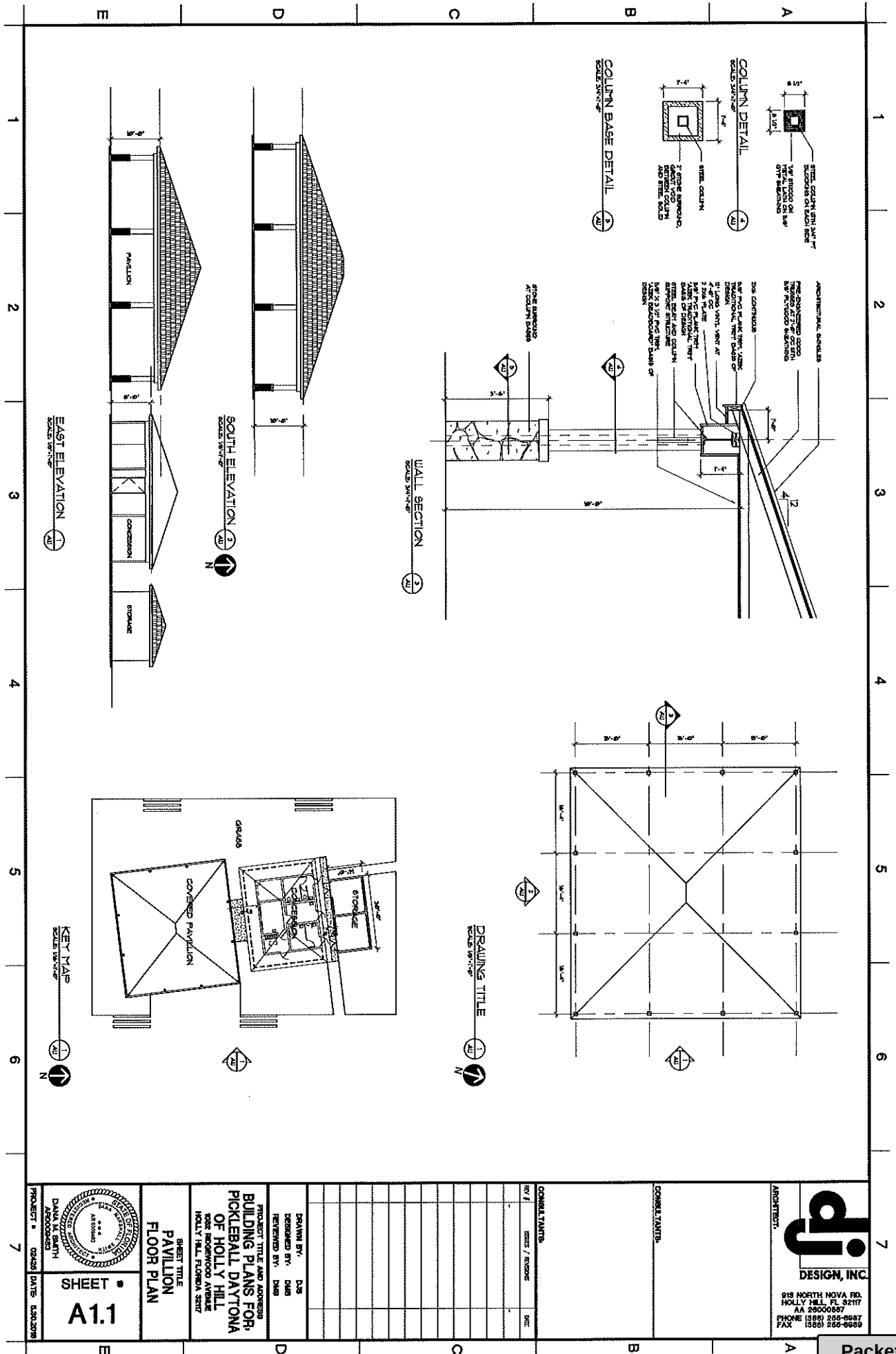
Original Date	3/29/18	SCALE	1"=30'	SHEET	1 of 1
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PROJECT • 02403 DATE 02/20/09	
SHEET • A1.0	
FLOOR PLAN	
PROJECT TITLE AND ADDRESS: BUILDING PLANS FOR PICKLEBALL DAYTONA OF HOLLY HILL 3000 ROOSEVELT AVENUE HOLLY HILL, FLORIDA 32117	
DESIGNED BY: DMS REVIEWED BY: DMS	
CONSULTANTS:	
ARCHITECT:	
DESIGN, INC. 915 NORTH NOVA RD. HOLLY HILL, FL 32117 AA 280006687 PHONE (386) 265-9587 FAX (386) 265-9589	





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

**City Commission
Agenda Item**

7.1

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Minutes - November 27, 2018 Regular City Commission Meeting
NUMBER: (ID # 2315)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 27, 2018 regular City Commission meeting.

STAFF RECOMMENDATION:

Approve minutes.

MOTION:

Approve minutes as submitted by staff.

- Minutes - November 27, 2018 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 27, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Jim Schultz, 117 Herbert Drive, Ormond Beach came forward to thank and appreciate the owners of the Twilight Hotel for the Christmas decorations they do every year. He is amazed by their decorations, the quantity and number of lights and displays they have each year. It becomes more of a city event than a light display. Holly Avenue is as nice as the Twilight Hotel in quality.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill came forward to thank Mr. Forte for having a bench put in at the Publix bus stop.

4. APPROVAL OF MINUTES

1.

Minutes - November 13, 2018 - Regular City Commission and Installation of Newly Elected Officials Meeting

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - November 27, 2018 - Regular City Commission meeting (2315 : Minutes)

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

Enacted and approved this 27th day of November, 2018, in Holly Hill



5. **CONSENT AGENDA - ITEMS (1 - 4)**

Mayor Via asked if any member of the Commission would like to pull any item on the Consent Agenda for further discussion.

Commissioner Johnson asked to pull item number 2, Boys and Girls Club Memorandum of Understanding because he had a question about it.

There was no one else from the Commission or the audience that wanted to discuss any other item on the Consent Agenda.

Commissioner Johnson wanted to know about number 12 (B) in the original agreement where it mentions the Holly Hill schools. Mr. Forte informed him this was the original agreement and when they renew with the Boys and Girls Club when this expires, that section will be updated.

There was no further discussion at this time.

*Commissioner Penny made a motion to **APPROVE CONSENT AGENDA ITEM 2, BOYS AND GIRLS CLUB MEMORANDUM OF UNDERSTANDING**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

1. Resolution

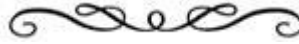
Resolution 2018-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead & Hunt to Perform the Scope of Services for the Flomich Street and Riverside Drive Stormwater Improvement Project; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 27th day of November, 2018, in Holly Hill



2.

Boys and Girls Club - Memorandum of Understanding
(Requested by John McKinney, Finance)

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

Enacted and approved this 27th day of November, 2018, in Holly Hill



3.

ITB 19-PR-02 Fitness Court Installation
(Requested by John McKinney, Finance)

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

Enacted and approved this 27th day of November, 2018, in Holly Hill



4.

Police Vehicle Acquisition FY2019
(Requested by John McKinney, Finance)

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

Enacted and approved this 27th day of November, 2018, in Holly Hill



6. REGULAR AGENDA

1. Ordinance

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

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 12/11/2018 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



2. Ordinance

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

(Requested by Brian Walker, City Planner)

RESULT:	PULLED FROM AGENDA TO A DATE CERTAIN Next: 12/11/2018 7:00 PM
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7. PUBLIC HEARING

1. Resolution

Resolution 2018-R-72 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

John McKinney, Finance Director stated this is the required final amended budget that must be completed per Florida Statute within 60-days of the close of the fiscal year. In front of everyone is the revised copy that staff made some more tweaks today. Within all the funds, the General Fund, 301 fund, 400 fund, 407 fund, all of the major operating funds, staff made adjustments to all of the Capital Projects that weren't completed that staff was able to place it in the future year carry forward accounts so that they can utilize it when the projects are completed in fiscal year 2019 that the city is currently in. By amending the budget that the Commission already approved which was at \$35,359,399 staff is making a total adjustment of \$7,258,840 bringing the total final amended budget to \$28,100,559. If there's any particular questions he can answer regarding these, he can answer them for the Commission.

Commissioner Penny stated the \$7.2 million will be added to this year so it will inflate the budget by \$7.2 million.

Mr. McKinney stated, that's correct because it was all for Capital Projects. By the end of December or first part of January staff will be bringing the budget amendment for the current fiscal year to allocate funds for those projects. The city has some major projects. The biggest one being the US1 Undergrounding Project so they didn't complete that in the last fiscal year and also the city didn't do the watermain replacement. Those are all projects that will be coming back in future Commission meetings for approval for the budget.

Mr. Forte stated Commissioner Penny is exactly right. When the city does carry forward projects like this and it appears in the budget, it looks as though the city got this...

Commissioner Penny stated it looks like the city had a landfall of money.

Mr. Forte stated right and that's not the case. These are carry forward projects that have been budgeted and encumbered, not completed and staff moves the money forward into the next year in order to complete it. That's just how government finance works.

Mr. McKinney stated like the two police vehicles that were purchased in May. Those didn't get delivered until a couple of weeks ago so he has to move the money from last fiscal year to current fiscal year to pay for them now that they've been received. There's no windfall of any money. These are all for projects that the Commission has approved. They are still ongoing projects. They are just being completed, hopefully, in the current fiscal year.

Mayor Via opened public participation.

Karen Van Dusen, 1201 Daytona Avenue, Holly Hill stated she didn't exactly understand. Does this mean that the money wasn't spent, the city still has the money and the city is going to spend it on what the city had already budgeted?

Mr. McKinney stated yes, ma'am, that's correct. This is all money for projects that the Commission has approved that are still in the harbor to be completed. The city has two projects coming next Commission meeting for approval that the city will have to amend the budget to pay for them. So, yes. This is all for projects that did not get completed in fiscal year 2017-2018 and they should be completed in fiscal year 2018-2019.

Ms. Van Dusen stated but the city has the money. The money wasn't spent. The city still has the money that was originally budgeted.

Mr. McKinney stated that's correct. The cash is still there.

Ms. Van Dusen stated, okay. Thank you.

Mayor Via closed public participation.

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

RESOLUTION

Enacted and approved this 27th day of November, 2018, in Holly Hill



8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioner that the LED Light program throughout the city is completed. There has been a small number of complaints from people that say they are too bright. The city isn't going out and making individual light changes because that can become very problematic. So if they get complaints about it shining too bright into their house, staff will go out and take a look and see if it's actually shining "in" a house. A lot of times what it is, the roadway is brighter and it appears brighter but it's not shining "in" the house. There was an article in Sunday's News-Journal about the Pickleball, not a bad article but it didn't have any city input. The city is moving forward with that and he anticipates bringing forward the Pickleball contract to the Commission on December 11th. That will have the full details of the construction agreement, maintenance agreement, the relationships between the city and the Martin's who are the financing partners for the capital project and the Pickleball of Daytona in Holly Hill. The Commission will be aware of all of that. The construction plans are not complete. What the Commission might have seen in the paper or what, if they come to his office he can show them the conceptual plans. They're still changing as they speak until it becomes final. Dana Smith from DJ Designs is the architect that is doing the work on that and they are working with a Civil Engineer to try and get the site work completed. His point is, tomorrow they anticipate them signing their portion of the contract so he can get that contract on the agenda for December 11th. While they are here, they are going to meet with the News-Journal representative so there will be more articles coming out on it and as they've talked recently, this is the opportunity for them to sell the project on a number of levels. One is, the fact that the City Commission, the CRA is supporting this project with the \$1 million encumbrance in exchange for the Martin's \$3 million funding for the project that will total a \$4 million Capital Project that will be "owned" by the city and that's real important that everybody understands that for the \$1 million that the city is investing, the city will "own" a \$4 million project. In addition to that, it's an opportunity

for them to raise interest, seek new members to join their organization, to join the club, to grow the participation. He thinks that's a great opportunity. Most of all, it's another economic development tool that hopefully will get people coming here on a daily basis the same way they are going to the Daytona Beach Shores to play Pickleball and they're sitting there and waiting, where if they come to Holly Hill to play Pickleball there will be plenty of courts, there will be refreshments, locker rooms, breakrooms. He thinks it's going to really be another item that's going to recognize the City of Holly Hill in this area. If the News-Journal reaches out to the Commissioners for comments, he thinks they all know where the city is at with that.

Mayor Via asked for his knowledge and the publics, what is the approval process like for this entire project? Is there going to be a lot of different meetings about this?

Mr. Forte stated, no. The million dollars was approved in the budget encumbered as a CRA project so that part has already been taken care of in the budget. As far as the agreements, that will come to the Commission "one" time, which will be on December 11th to execute those agreements. As far as the development itself, the property is zoned properly. The city doesn't have to do any zoning amendments for that. It's considered an R Zoning but the use that the city is proposing fits within that R Zoning because it's still going to be city-owned and recreational activities. There will only be this one public meeting where they will be presenting these contracts for the Commission to approve.

Mayor Via stated, okay. And as we have spoken about, he wants to be sure to get out as much information as possible about the project to the general public. Thank you for bringing that up.

Commissioner Danio asked what's the estimated time of completion?

Mr. Forte stated they would like to see it completed at the end of 2019. At least a year away. By the time they go through everything, the site work and the development it could possibly be a year to year and a half away. With that being said, the timelines on the FPL project, the Overhead to Underground project is moving forward. The city did get the final designs from FPL so that's moving forward. Because there was a little delay on that, the city do go ahead and authorize AT&T to start doing their work and then the only thing left is Spectrum and some of the other smaller providers that are on the lines. That project is moving forward. You see them out there working in the street everyday but a big ticket item was waiting for the FPL design to get done and it's now done.

a.

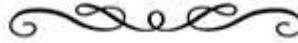
Application for Funding Assistance - Justice Assistance Grant for Police Department
(Requested by Valerie Manning, City Clerk)

Mr. Forte stated this is the grant request for the drone. In order for the city to apply for the drone, it requires the Mayor to sign certain documents. In this particular case, historically the Mayor has signed. There's a gap in the city's Charter. It doesn't decipher between whether the Mayor has signature authority or the City Manager has signature authority so just to be sure, staff is asking the Commission to authorize the Mayor to sign this application process so the city can go forward and get their funds

to purchase the drone.

*Commissioner Currie made a motion to **APPROVE the MAYOR TO SIGN THE APPLICATION TO PROCESS THE FUNDING ASSISTANCE TO PURCHASE THE UNMANNED AIRCRAFT (DRONE) FOR THE HOLLY HILL POLICE DEPARTMENT**, seconded by Commissioner Danio.*

**Mayor Via opened public participation. No one spoke.
PASSED, 5-0.**



B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Johnson asked about possibly getting the city's logo on the water tower on the incoming side of the tower.

Mr. Forte stated next time they paint it, they are going to put two logos on it. One on the east side and one on the west side.

Commissioner Johnson stated the other thing he would like to see looked at in the future about the widening of LPGA Blvd., from Nova Road to US 1 because that was discussed before he was Mayor.

Commissioner Currie and Mr. Forte mentioned that the TPO has in their long-range plan, looking at 3-laning LPGA and the city did a feasibility study and has been completed and submitted to the TPO for funding, it's in that funding cycle but that's going to take several years.

Commissioner Danio stated the Flomich Street/Riverside Drive project, someone called him and suggested some crosswalk paint or something.

Mr. Forte stated he's already talked with the Public Works Director and he's already evaluated all of the streets that "T" into Riverside Drive and everywhere that there is a sidewalk that goes down a side street to Riverside Drive staff will evaluate and put in a crosswalk. Where they have the grass between the street and the sidewalk, the city will have to make that ADA compliant and pour a slab of concrete in there so that they can actually cross and not have to cross the grass and dirt to get up there.

Commissioner Currie thanked Attorney Simpson for the beautiful Christmas tree out front. Reminded everyone about the Christmas Club this year. Packing day will be Saturday, December 15th at 9:00 AM. If anyone is interested in helping to pack food boxes or knows of a family that is in need of a food box, please let her know as soon as possible. Looking forward to the tree lighting ceremony and the parade this weekend.

Commissioner Penny suggested Nelda Johnson, the owner of the Twi-Light II Motel as the Citizen of the Year 2018.

*Commissioner Currie made a motion to **NOMINATE NELDA JOHNSON, OWNER OF THE TWI-LIGHT III MOTEL AS THE 2018 CITIZEN OF THE YEAR**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Commissioner Penny asked that everyone keep Commissioner Byrnes in their thoughts and prayers.

D. Mayor's Comments

Mayor Via informed the Commission that they will continue rotating the invocation as Mayor Penny had done. Each Commissioner can either do the invocation themselves or pick a Pastor of their choice to do the invocation. Most times they will go ahead with a voice vote as they have done previously. It's very efficient and effective to run the meeting but when there is great discussion on items, it will be his discretion to call for a Roll Call vote but he also wants to let the Commission know too that if they ever feel there needs to be a Roll Call vote, they can request one as well. That way they can get their votes on the records one-by-one. Thanked everyone for coming to the meeting.

*Commissioner Penny made a motion to **CANCEL THE DECEMBER 25, 2018 REGULAR CITY COMMISSION MEETING DUE TO THE CHRISTMAS HOLIDAY**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

9. ADJOURNMENT

The meeting adjourned at approximately 7:45 PM.



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

**City Commission
Agenda Item**

8.1

MEETING DATE: December 11, 2018
FROM: John McKinney
SUBJECT: BMC CPAs Discussion with the Audit Partner and with the Two Retirement Trust Boards to Consolidate the Audits of the Police and Fire Retirement Trust with the Comprehensive Annual Financial Report of the City.
NUMBER: (ID # 2314)
APPLICANT:
PLANNER:

DISCUSSION:

On October 13, 2015 the City Commission selected BMC CPAs as there auditor for a period of five years with a scope of work that involved performing separate Audits of the two Retirement Trust (Police and Fire). Staff discussion with the audit partner and with the two Retirement Trust Boards have deemed that this practice is no longer warranted. The audits of the police and fire retirement trust will be included in the Comprehensive Annual Financial Report of the City. This will have an overall net decrease in the annual fee of \$3,050 for the remaining audits of 9/30/18 and 9/30/19.

FISCAL ANALYSIS:

Budgeted in 001-1301-513.32-00

STAFF RECOMMENDATION:

Staff recommends the change as proposed by BMC CPAs and approved by the police and fire retirement trust boards.

COMMISSION GOAL:

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

MOTION:

Motion to authorize the Mayor to execute the revised engagement letter originally approved on October 20, 2015.

- Holly Hill - BMC 09-30-2018 (PDF)

BMC | CPAs

CERTIFIED PUBLIC ACCOUNTANTS

November 6, 2018

Honorable Mayor John Penny
And Members of the City Commission
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117-2898

Based on the letters that have been attached for the Firefighters' Retirement System and the Police Officers' Retirement Trust Fund dated November 6, 2018 each stating that no separate audited financial statements are necessary for the year ended September 30, 2018, we anticipate performing our audit work as it relates to these Fiduciary Funds as a necessary procedure in the audit of the City of Holly Hill for the year ended September 30, 2018.

Reason for requiring the change order:
No separate audited financial statements for retirement trusts.

Nature of work to be performed:
Audits of Retirement Trusts to be included in Comprehensive Annual Financial Report of City

Revision of timetable:
No revision to timetable

Estimated cost of change:		
Reduction of audit fees for separate statements		
Firefighters	(\$5,850)	
Police Officers	<u>(6,200)</u>	(\$12,050)
Additional audit fees for retirement trusts to be		
Included on CAFR for City of Holly Hill		<u>9,000</u>
Total Change		<u>(\$ 3,050)</u>

You will be billed for the actual time expended on these services at our standard hourly rates. The terms and conditions of payment will be the same as in our engagement letter.

Very truly yours,

BMC CPAs

RESPONSE:

This letter correctly sets forth the revised understanding of the City of Holly Hill, Florida (as originally approved on October 20, 2015).

By: _____

John Penny

Title: Mayor _____

Date: _____

Attachment: Holly Hill - BMC 09-30-2018 (2314 : BMC CPAs)



Holly Hill Fire Fighters Retirement System
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117
Small Conference Room

November 6, 2018

BMC CPAs, Inc.
205 Magnolia Street
New Smyrna Beach, FL 32168

Re: Firefighters Retirement System

Gentlemen;

Upon discussions with our Board of Trustees as well as the Mayor and City Commissioners of the City of Holly Hill, we have decided that it is in the best interests of the Firefighters Retirement System that we no longer issue annual financial statements.

We understand that our information will still be audited on an annual basis and included in the Comprehensive Annual Financial Report of the City of Holly Hill.

Sincerely,

Tom Sejnowski
Chairman, Board of Trustees

Attachment: Holly Hill - BMC 09-30-2018 (2314 : BMC CPAs)



CITY OF HOLLY HILL

Police Department

1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org



8.1.a

Stephen K. Aldrich

Chief of Police

Main (386) 248-9475

Office (386) 248-9491

Fax (386) 248-9480

saldrich@hollyhillfl.org

November 6, 2018

BMC CPAs, Inc.

205 Magnolia Street

New Smyrna Beach, FL 32168

Re: Police Officers Retirement Trust Fund

Gentlemen;

Upon discussions with our Board of Trustees as well as the Mayor and City Commissioners of the City of Holly Hill, we have decided that it is in the best interests of the Police Officers Retirement Trust Fund that we no longer issue annual financial statements.

We understand that our information will still be audited on an annual basis and included in the Comprehensive Annual Financial Report of the City of Holly Hill.

Sincerely,

Stephen Aldrich

Chairman, Board of Trustees

Attachment: Holly Hill - BMC 09-30-2018 (2314 : BMC CPAs)



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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-54 A Resolution of the City Commission of the
City of Holly Hill, Florida, Authorizing the City Manager to
Execute a Development Agreement with Martens Properties,
LLC.
NUMBER: (ID # 2320)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational activities, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered in the 2018/2019 fiscal year budget for the development of the project.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Development Agreement and authorize the City Manager to execute the Development Agreement.

COMMISSION

GOAL:

N/A

MOTION:

To approve the Development Agreement and authorize the City Manager to execute the Development Agreement.

ATTACHMENTS:

- Pickleball Deveopment Agreement 12-11-2018 (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B Pickleball Building Plan (PDF)

Resolution No. (ID # 2320)**RESOLUTION 2018-R-54 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH MARTENS PROPERTIES, LLC.****RESOLUTION 2018-R-54**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH MARTENS PROPERTIES, LLC; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park, hereinafter described in Exhibit A and Exhibit B attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, the City and the Developer desire to develop the Property for the Project; and

WHEREAS, the City and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City CRA fund; and

WHEREAS, this attached agreement shall provide the terms and conditions of the development of the Project.

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

SECTION 1. That the City Commission approves the Development Agreement and the City Manager of the City of Holly Hill is authorized to execute the Development Agreement.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

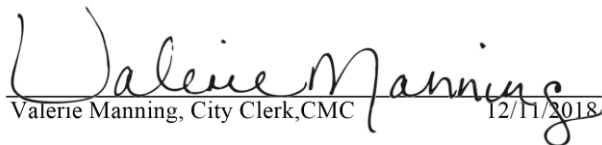
immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 11th day of DECEMBER,
2018.**

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

PICKLEBALL DEVELOPMENT AGREEMENT

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A attached hereto (Property) to build and operate a pickleball recreational facility and other improvements as hereinafter described (Project).

WHEREAS, the City and the Developer desire to develop the Property for the Project.

WHEREAS, the City and the Developer have executed simultaneously herewith an Incentive Agreement providing for the financial incentives to be provided by the City.

WHEREAS, this Agreement shall provide the terms and conditions of the development of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following.

PROJECT DEVELOPMENT

1) Developer shall design, permit and construct the necessary improvements to build, in full compliance with all applicable rules and regulations, the Project depicted on attached Exhibit B. The Developer has budgeted \$3,000,000 for the Project and the City of Holly Hill Community Redevelopment Agency has budgeted \$1,000,000 to reimburse certain identified expenses as outlined in a separate Incentive Agreement. In the event the total cost of the Project exceeds these budgeted funds, adjustments may be needed to the scope of the Project. However, it is anticipated at this time that the Project will include the following:

- A. 24 lighted pickleball courts with eight (8) under cover.
- B. 4,200 sq. ft. Club House.
- C. 3,200 sq. ft. Restaurant.
- D. 2,400 sq. ft. Activity Center.
- E. Other recreational facilities as shown on Exhibit B.
- F. Landscaping.
- G. Necessary infrastructure, including water, sewer, stormwater and electric.
- H. Parking.
- I. Signage.
- J. Demolition and other site prep.
- K. There shall be separate electric meters for Activity Center, outside lighting, Club House and Restaurant.

2) Developer will transfer the budgeted \$3,000,000 into a separate account with Fidelity Investments held in the name of Rainer and Julie S. Martens and will designate in their trust documents the authorization to transfer and spend the \$3,000,000 for the funding of the construction of this Project. These funds will be available for withdrawal by the City to pay for the cost of developing the project in the event the Developer ceases construction activity beyond the timeframes in Paragraph 4 below, The City acknowledges that this funding may flow through a foundation or other legal entity to maximize the tax deductions.

3) Developer shall be responsible for designing and permitting all improvements for the Project. The Project shall be subject to review and approval by the City both as the property owner and as the regulatory body charged with enforcing rules and regulations for the development of the Project. The execution of this Agreement by the City does not obligate the City to approve the Project as the regulatory body. The City is required to apply the existing development regulations to the Project.

4) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 90 days after construction commenced, Developer shall provide the City with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City shall grant an extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City and Developer.

5) The Developer shall be responsible for all construction activity for the development of the Project. The Developer, contractors and subcontractors shall maintain the following insurance requirements:

a. Statutory Worker's Compensation and \$1 mil./\$1 mil./ \$1 mil. Employer's Liability Insurance covering all employees;

b. Combined Single Limit General Liability insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate covering Bodily Injury and Property Damage, \$5,000 Medical Payments. The policy should include a Per Location or Per Project Aggregate. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City should be included.

c. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Developer and City prior to commencement of the term of the Agreement. Thereafter, the Developer shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

6) Developer agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Developer or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Developer, Developer's agents or servants, or anyone employed by Developer while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

7) The Developer shall promptly pay all appropriate invoices of subcontractor and suppliers. For invoices not paid the Developer shall provide the City with a written explanation of the reason for non-payment and the status of resolution of the dispute.

8) The Developer is a private limited liability company. The City provides no funding for the operation of the Developer and the only capital expenses reimbursed by the City are those capital expenses that benefit the Property, which is owned by the City, and these improvements will benefit the City's Property even if the Developer does not operate the Project on the Property. The Developer is not an agent of the City, but an independent third party. The City is not delegating to the Developer the right or obligation to perform any function that the City would otherwise provide.

9) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

 Type or Print Name: _____
 Commission _____ No.:

 My Commission Expires: _____

Martens Properties, LLC

Witness: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

 Type or Print Name: _____
 Commission _____ No.:

 My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

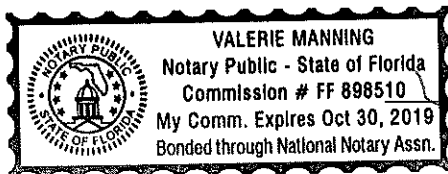
Martens Property, LLC

Witness: _____ By: Julie S. Marten
Printed Name: _____ Title: Mgr
Date: 12/4/18

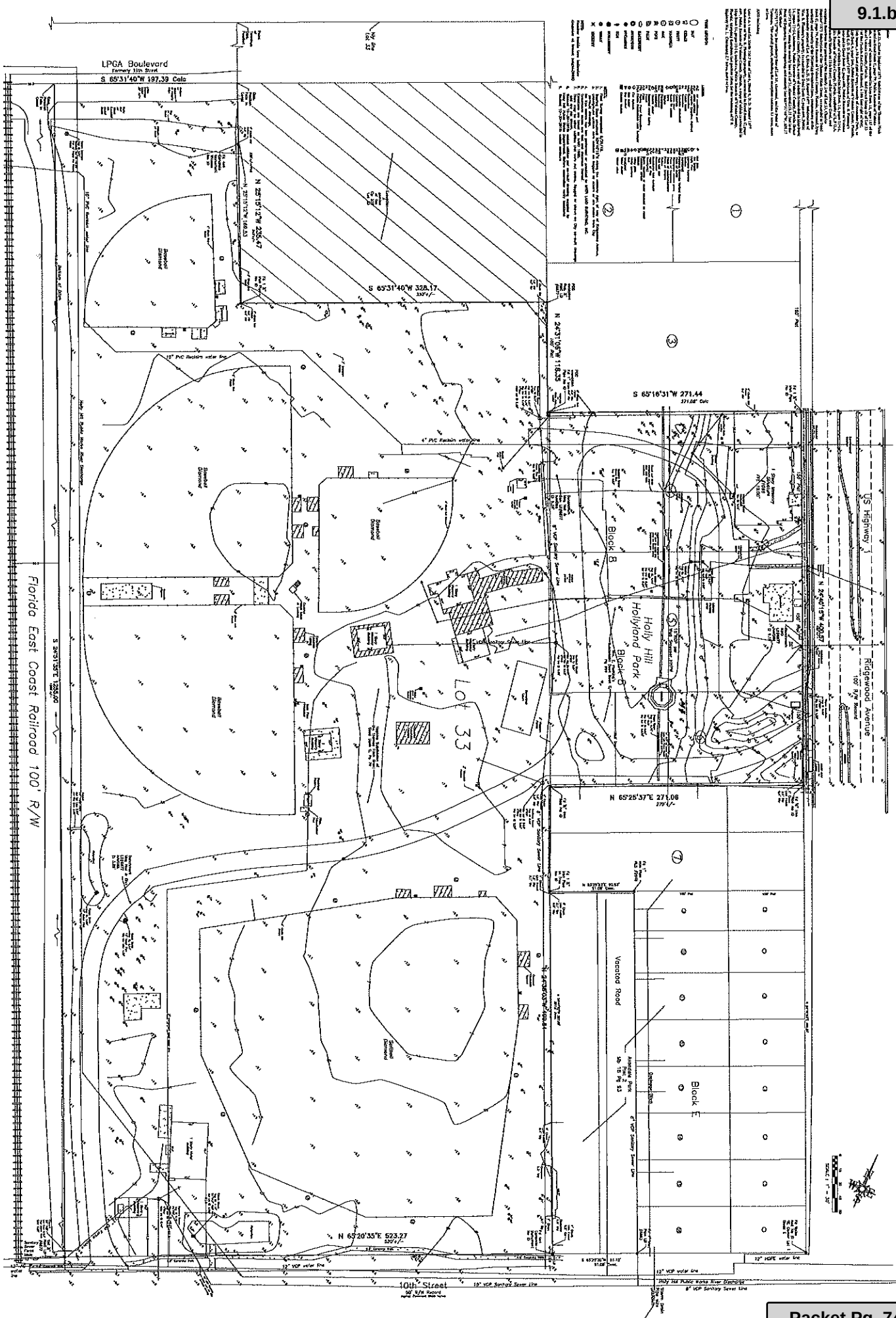
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 4th day of December, 2018 by Julie S. Marten of Martens Property, LLC, who is personally known to me or produced drivers licence as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA



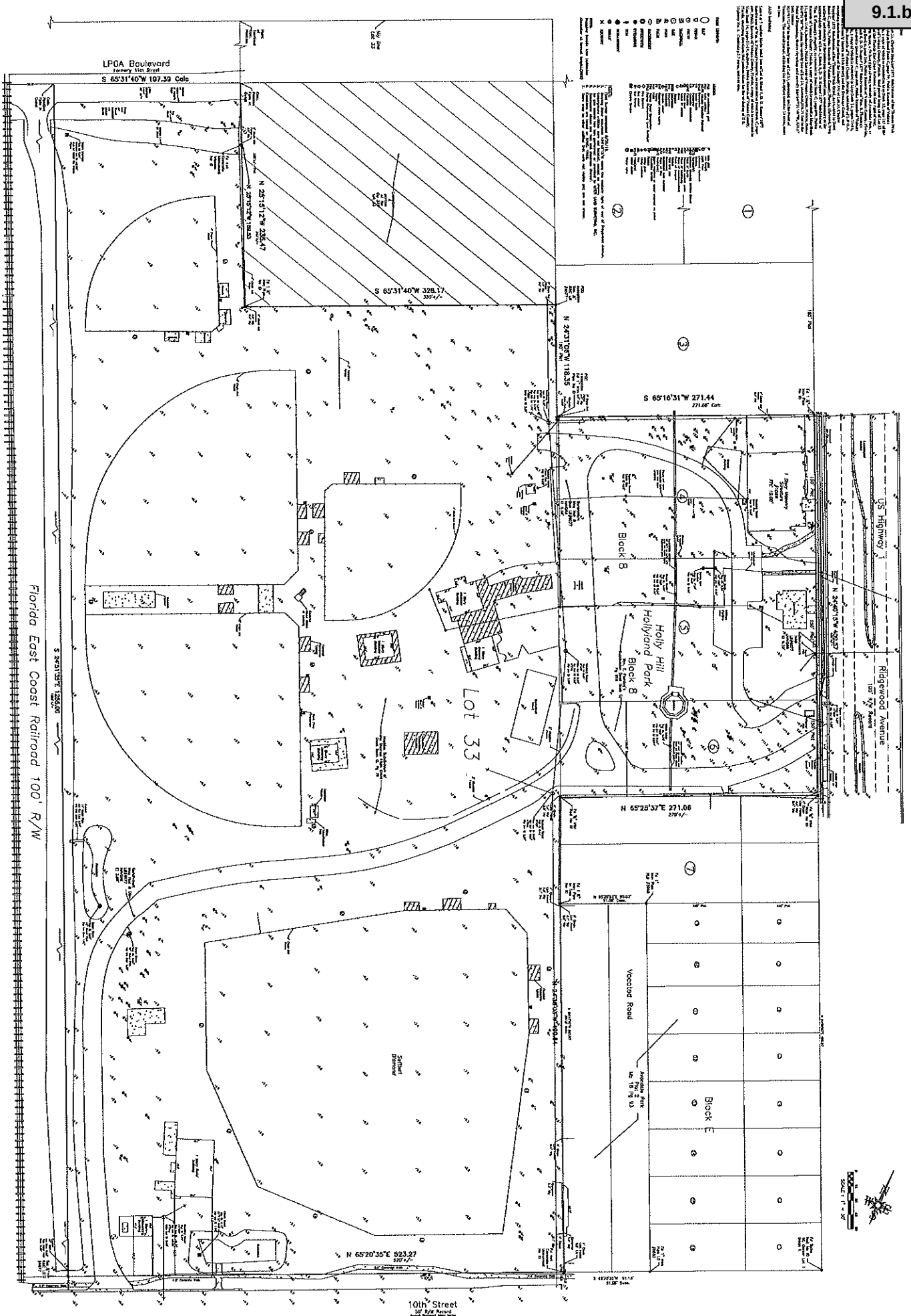
Valerie Manning
Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: October 30, 2019



AMER LAND SURVEYING, INC.
 LICENSED BUSINESS #871096
 PROFESSIONAL LAND SURVEYOR
 316 ROOSEWOLD AVENUE HOLLY HILL, FLORIDA 32111-7148
 386-255-5334 Phone FAX#386-6980440

BOUNDARY AND TOPOGRAPHIC SURVEY WITH TREE LOCATIONS EXCLUSIVELY PREPARED FOR: City of Holly Hill	AMER LAND SURVEYING, INC. LICENSED BUSINESS #871096 PROFESSIONAL LAND SURVEYOR 316 ROOSEWOLD AVENUE HOLLY HILL, FLORIDA 32111-7148 386-255-5334 Phone FAX#386-6980440
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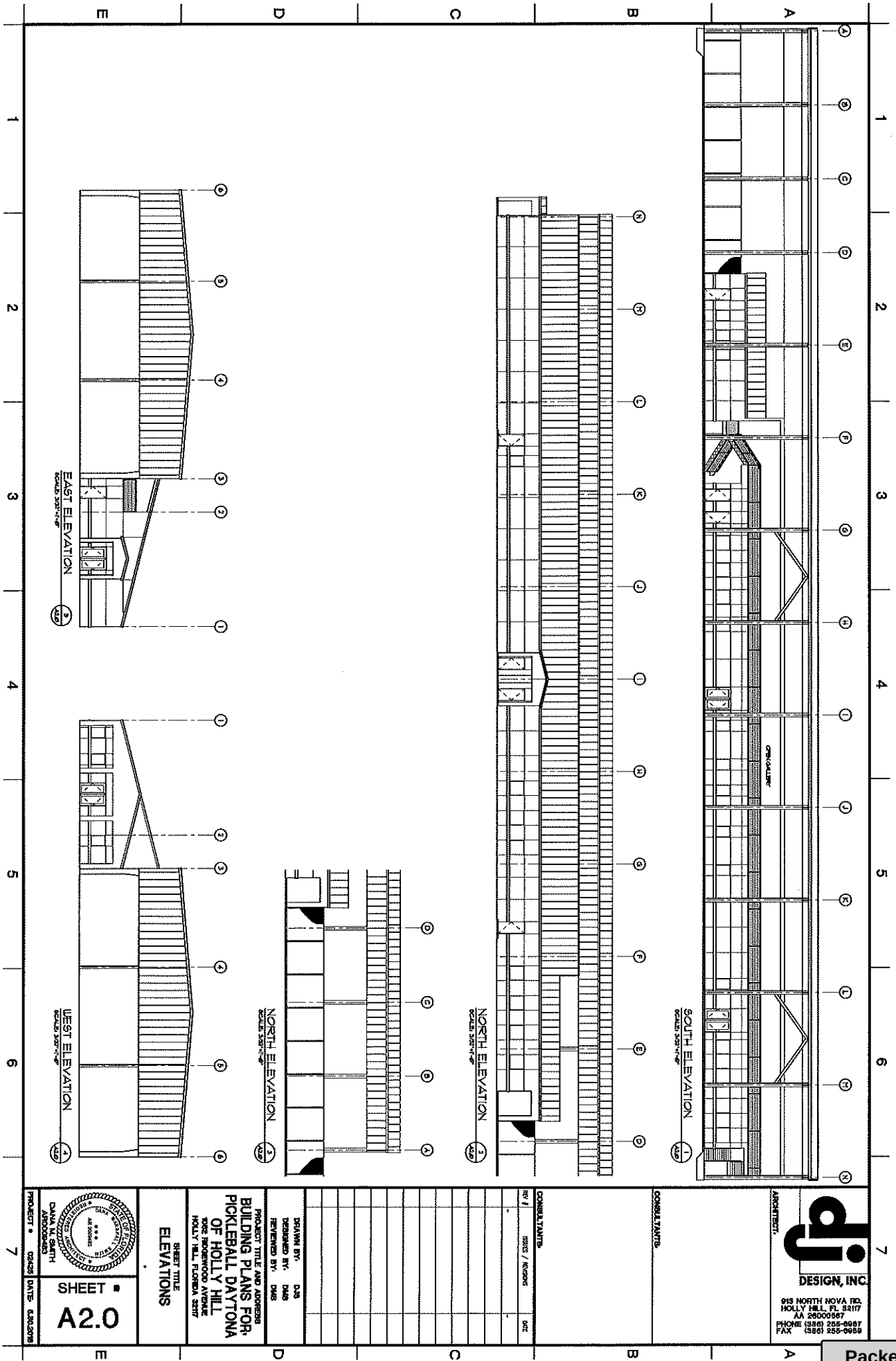
DATE: 3/25/18 **SCALE:** 1"=50' **SHEET:** 1 of 1

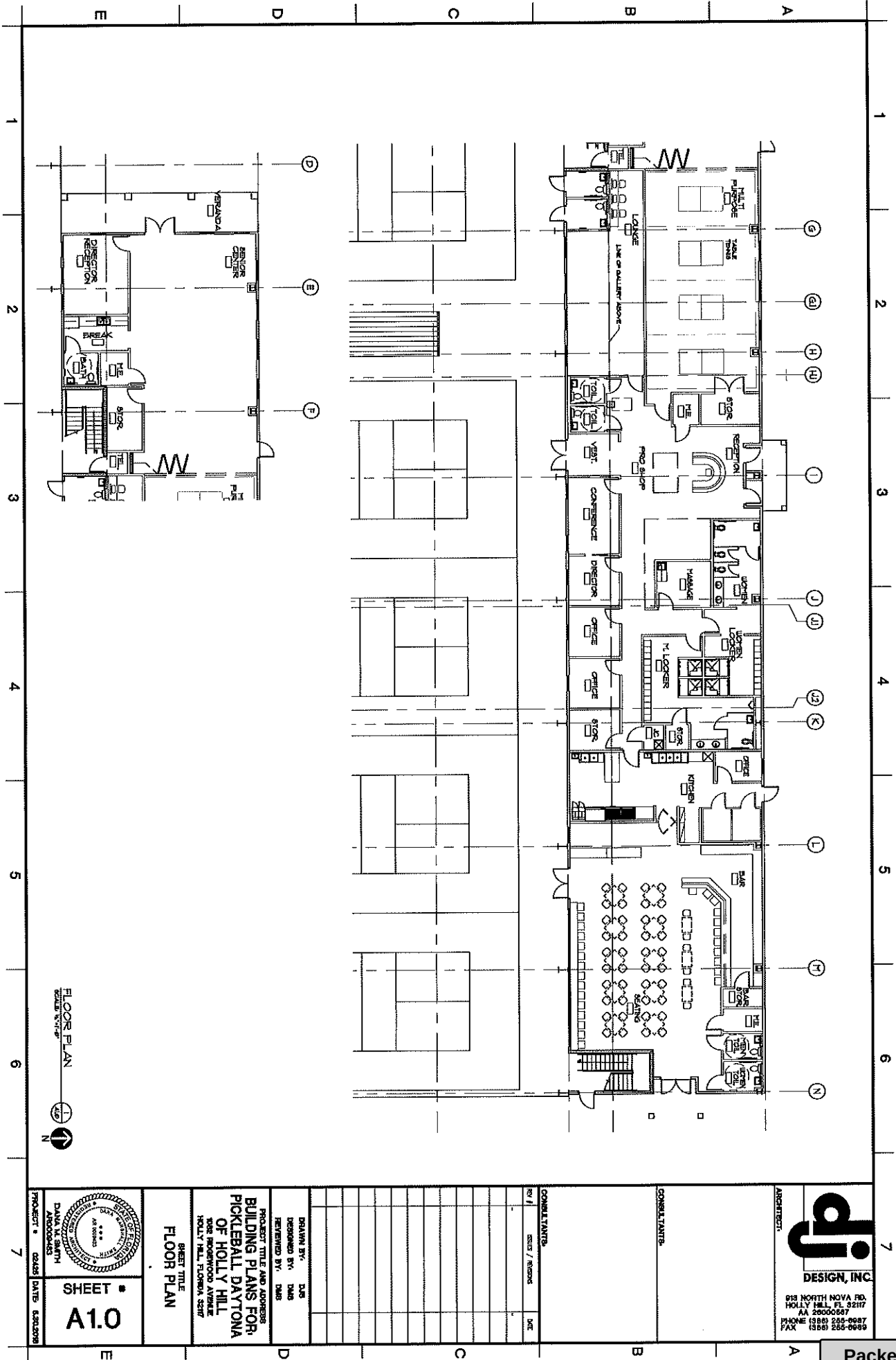


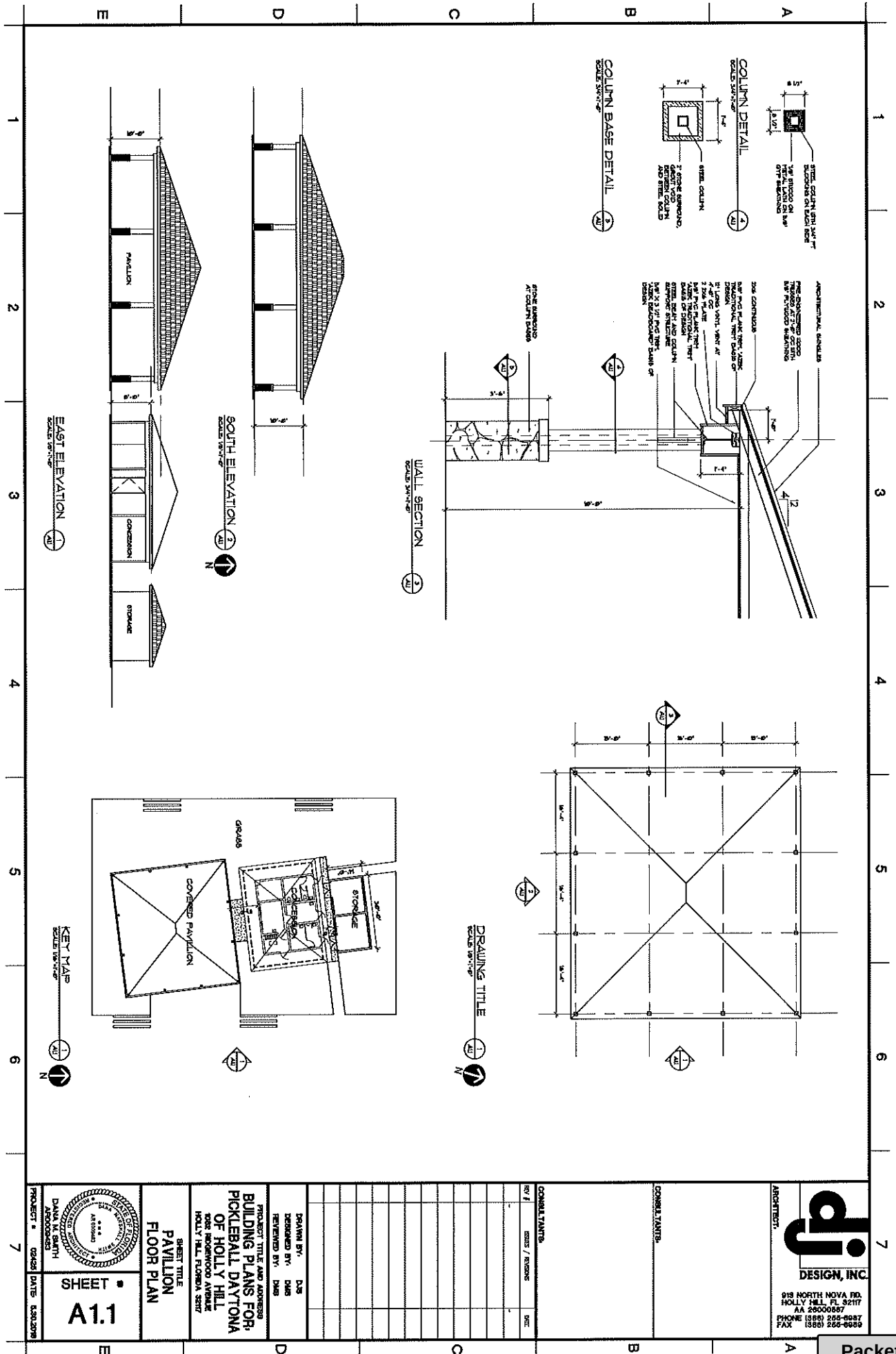
ACCEPTED BY: [Signature] DATE: 11/11/2020
 AFTER LAND SURVEYING, INC. LICENSED SURVEYOR (JERRY)
 (NOT VALID WITHOUT PRINTED AND SIGNED WITH SURVEYOR'S SEAL)

Boundary Topographic & Tree Survey
 Exclusively prepared for:
 City of Holly Hill

MAVER LAND SURVEYING, INC.
 MICHAEL B. MAVER, P.E.
 PROFESSIONAL LAND SURVEYOR
 316 ROCKWOOD AVENUE HOLLY HILL, FLORIDA 32117
 386-235-0334 Phone MICH@MAVERLANDSURVEYING.COM
 DATE: 3/28/18 SCALE: 1"=20' SHEET: 1 of 1









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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Incentive Agreement with the Martens Properties, LLC (Developer).
NUMBER: (ID # 2321)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational activities, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

As part of the development of the project, the City will enter into an Incentive Agreement that will allow for the CRA to fund eligible engineering site work on the property as detailed in the attached Incentive Agreement.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered the 2018/2019 fiscal year budget for the development of this project.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Incentive Agreement and authorize the City Manager to execute the Incentive Agreement.

COMMISSION**GOAL:**

N/A

MOTION:

To approve the Incentive Agreement and authorize the City Manager to execute the Incentive Agreement.

ATTACHMENTS:

- Pickelball Incentive Agreement 12-11-2018 (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B Pickleball Building Plan (PDF)

Resolution No. (ID # 2321)**RESOLUTION 2018-R-73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH THE MARTENS PROPERTIES, LLC (DEVELOPER).****RESOLUTION 2018-R-73**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH THE MARTENS PROPERTIES, LLC (Developer); AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117.

WHEREAS, Martens Properties, LLC (Developer) desires to develop a portion of Hollyland Park hereinafter described in Exhibit A and Exhibit B attached hereto (Property) to build and operate a Pickleball Recreational Facility and other improvements as hereinafter described (Project); and

WHEREAS, the City and the Developer desire to develop the Property for the Project; and

WHEREAS, the City and the Developer have executed simultaneously herewith an Development Agreement providing for the construction of the property; and

WHEREAS, this agreement shall provide the terms and conditions of the Incentives being funded through reimbursement from the City's CRA fund.

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

SECTION 1. That the City Commission approves the Incentive Agreement and the City Manager of the City of Holly Hill is authorized to execute the Incentive Agreement.

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

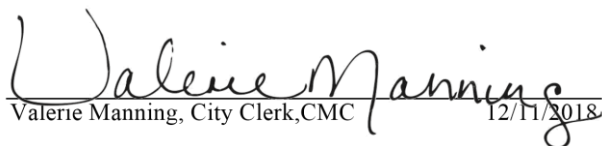
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 11th day of DECEMBER,
2018.**

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

PICKLEBALL INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and Martens Properties, LLC (Developer).

W I T N E S S E T H

WHEREAS, the City is the owner of a public park known as Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida, a portion of which, as described in attached Exhibit A (Property), the Developer desires to develop a pickleball recreational complex as described herein.

WHEREAS, Developer desires to construct on the Property a pickleball recreational complex which shall include 24 pickleball courts, a club house, restaurant which may serve beer and wine in addition to other beverages (but no liquor), a Senior Activity Center and other amenities as outlined in the attached preliminary plan marked as Exhibit B (Project).

WHEREAS, the City/Agency hereby agrees to provide reimbursement of certain identifiable expenses up to a maximum amount as hereinafter set forth.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in developing the Project on the Property, thereby increasing the recreational opportunities for City's residents, the City and Agency hereby agree to provide the following incentives subject to the terms and conditions hereinafter set forth.

2) The City and Agency hereby agree to fund up to one million dollars (\$1,000,000) for the reimbursement of certain expenditures paid for by the Developer or to pay for certain expenditures, either by the City and Agency for, the development of the Project on the Property, (the "Eligible Development Costs"). The Eligible Development Costs are as follows:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the development on the Property. This will include the professional service fees incurred with 3rd parties by the City in the review, preparation and filing of documents for the approval of this Project by the City, including rezoning, development/incentive agreements and surveys. This will not include the cost of City staff time included as part of the City's obligation under Paragraph 7 below.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, storm water, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of storm water drainage ponds and related storm water infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

Only expenses for capital improvements to the Property shall be eligible for reimbursement (including items listed in (a) above. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Development Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Development Costs.

4) Procedure for Processing Payments: All payments to be made by the City or Agency shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act [§§218.70-.79, Florida Statutes (2018)].

(c) Eligible Development Costs paid by the City or Agency shall be applied to the one million dollars (\$1,000,000) maximum reimbursement to be provided by the City or Agency.

5) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
2190 John Anderson Drive
Ormond Beach, Florida 32176

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

6) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may be granted at the City and Agency's sole discretion. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which may be granted in the City and Agency's sole discretion.

7) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property.

8) It is anticipated that Developer will commence construction activity (including retaining consultants, pursuing permitting and other approvals) within 90 days of the execution this Agreement. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant a reasonable extension for a duration of not less than 90 days. Any further extension shall be as negotiated by the City, Agency and Developer.

9) Either party shall have the right to terminate this Agreement due to a breach of a material term or condition. The non-breaching party shall provide the breaching party written notice of the breach(es) and at least thirty (30) days to cure. In the event the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party, the non-breaching party shall have the right to terminate without any additional advance notice by providing written notice to the breaching party. The City and Developer have executed additional agreement(s) for the construction and operation of the Project. A breach of any of those agreement(s) shall constitute a breach of this Agreement. Upon termination of this Agreement, both parties are released from the obligations contained

herein and the Developer shall not be entitled to any additional reimbursement from the City or Agency other than for Eligible Development Costs for which all required documentation had been submitted by the Developer to the City and Agency prior to the termination of this Agreement.

10) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

11) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties. The Developer and City have a separate agreement(s) addressing the construction and operation of the Project. A breach of that agreement(s) by the Developer shall be considered a breach of this Agreement by the Developer.

12) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

13) This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City and Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement.

14) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and Agency have the right to terminate this Agreement.

15) The Agency offers a variety of programs for the development of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer shall not pursue any other incentives, grants, etc. offered by the City and Agency.

16) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

17) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**_____
Valerie Manning
City Clerk_____
Chris Via
MayorSTATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

**COMMISSION OF THE CITY
COMMUNITY
REDEVELOPMENT AGENCY**_____
Valerie Manning
City Clerk_____
Chris Via
Chairman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this _____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

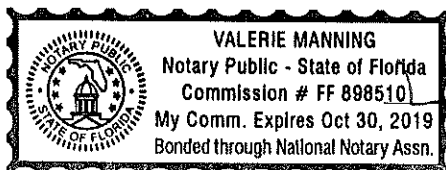
Martens Property, LLC

Witness: _____ By: Julie S. Marten
Printed Name: _____ Title: Mgr.
Date: 12/4/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

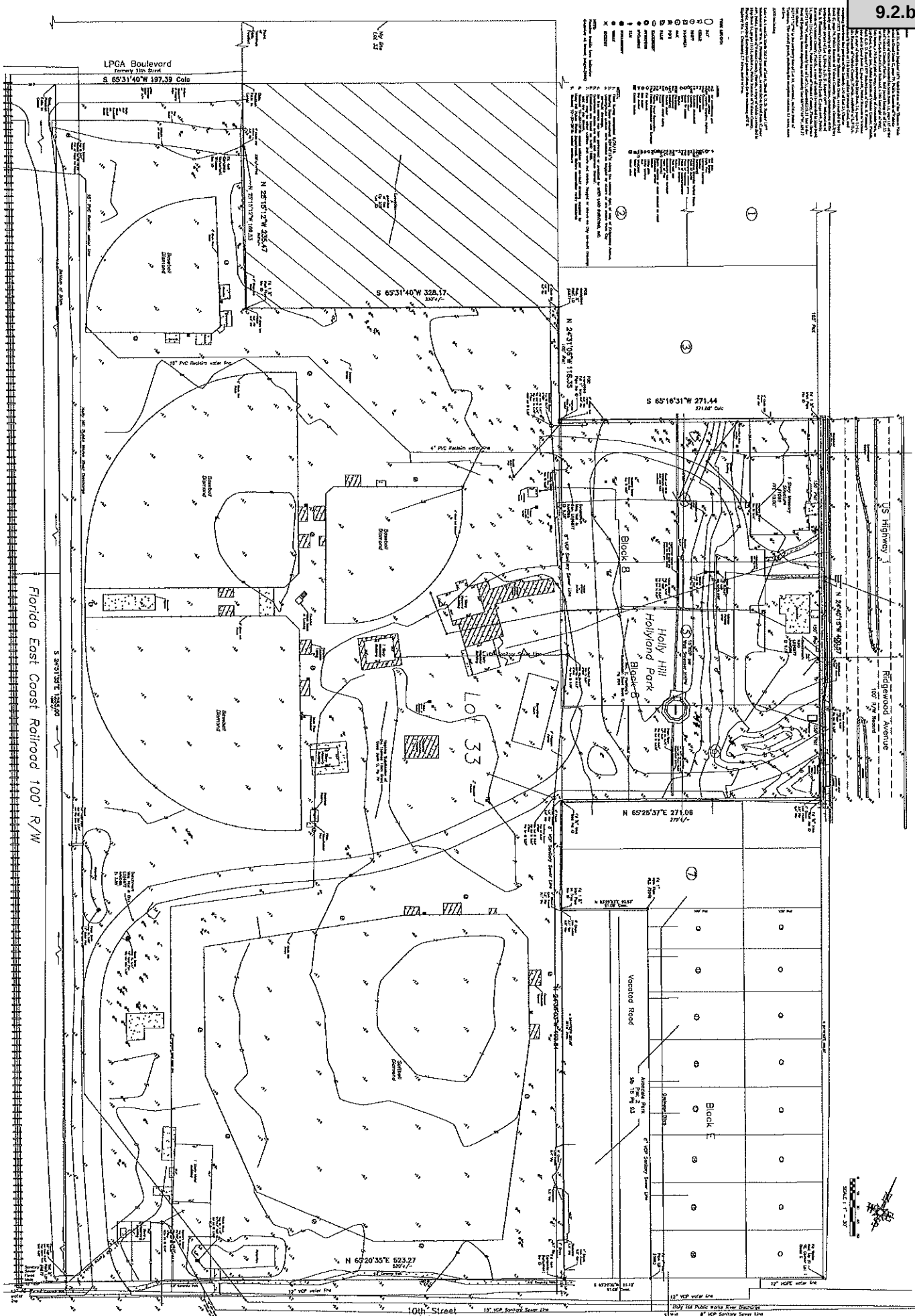
The foregoing agreement was acknowledged before me this 4th day of December, 2018 by Julie S. Marten of Martens Property, LLC, who is personally known to me or produced drivers liscence as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA



Valerie Manning
Type or Print Name: Valerie Manning
Commission No.: FF898510
My Commission Expires: October 30, 2019

Attachment: Pickleball Incentive Agreement 12-11-2018 (2321 : Pickleball Incentive Agreement)



Attachment: Exhibit A - Pickleball Survey (2321 : Pickleball Incentive Agreement)

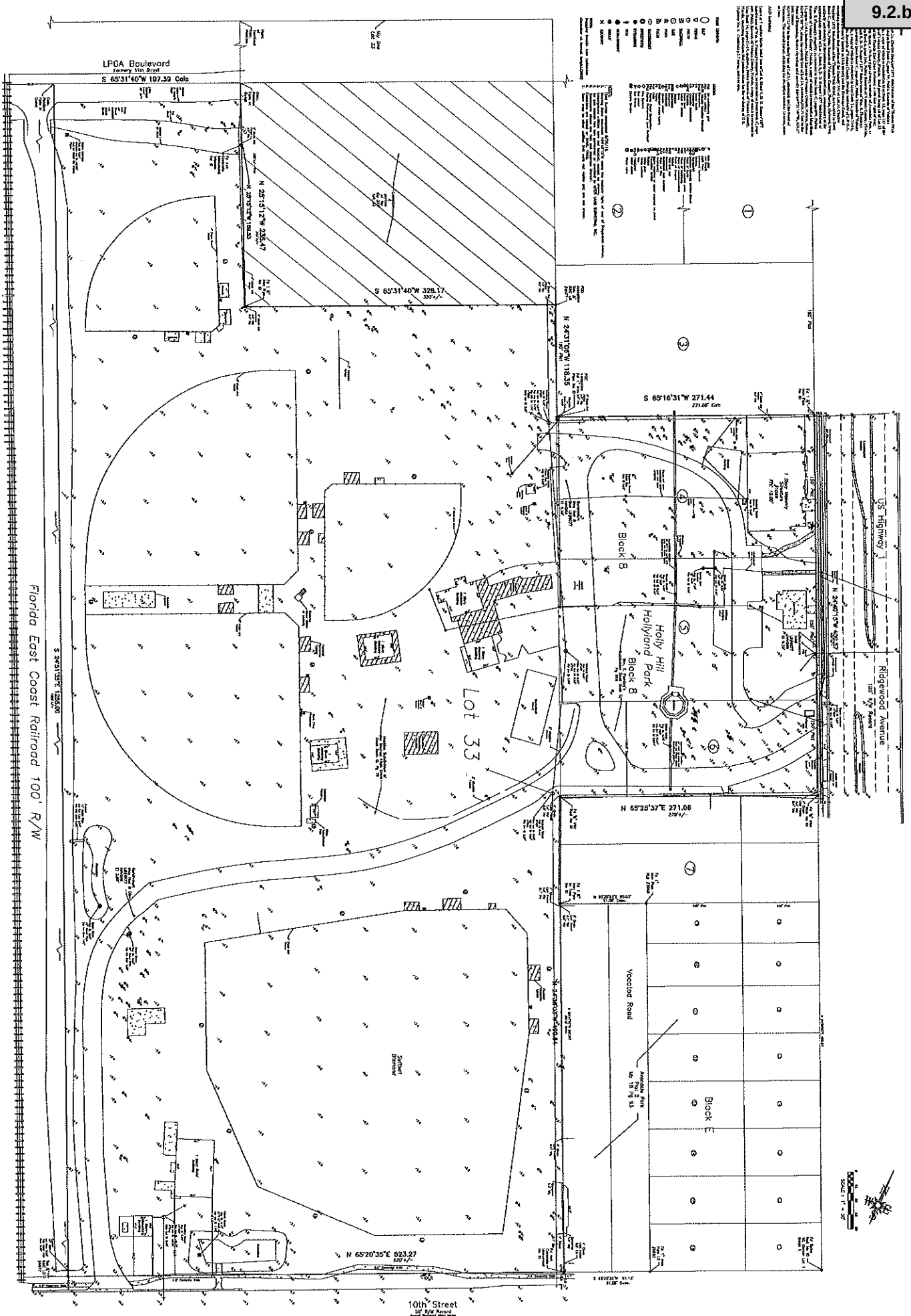
AMER LAND SURVEYING, INC.
 LICENSED BUSINESS #1971006
 PROFESSIONAL LAND SURVEYOR
 316 ROCKWOOD AVENUE HOLLY HILL, FLORIDA 32117
 386-235-0304 Phone AMERLANDSURVEYING.COM

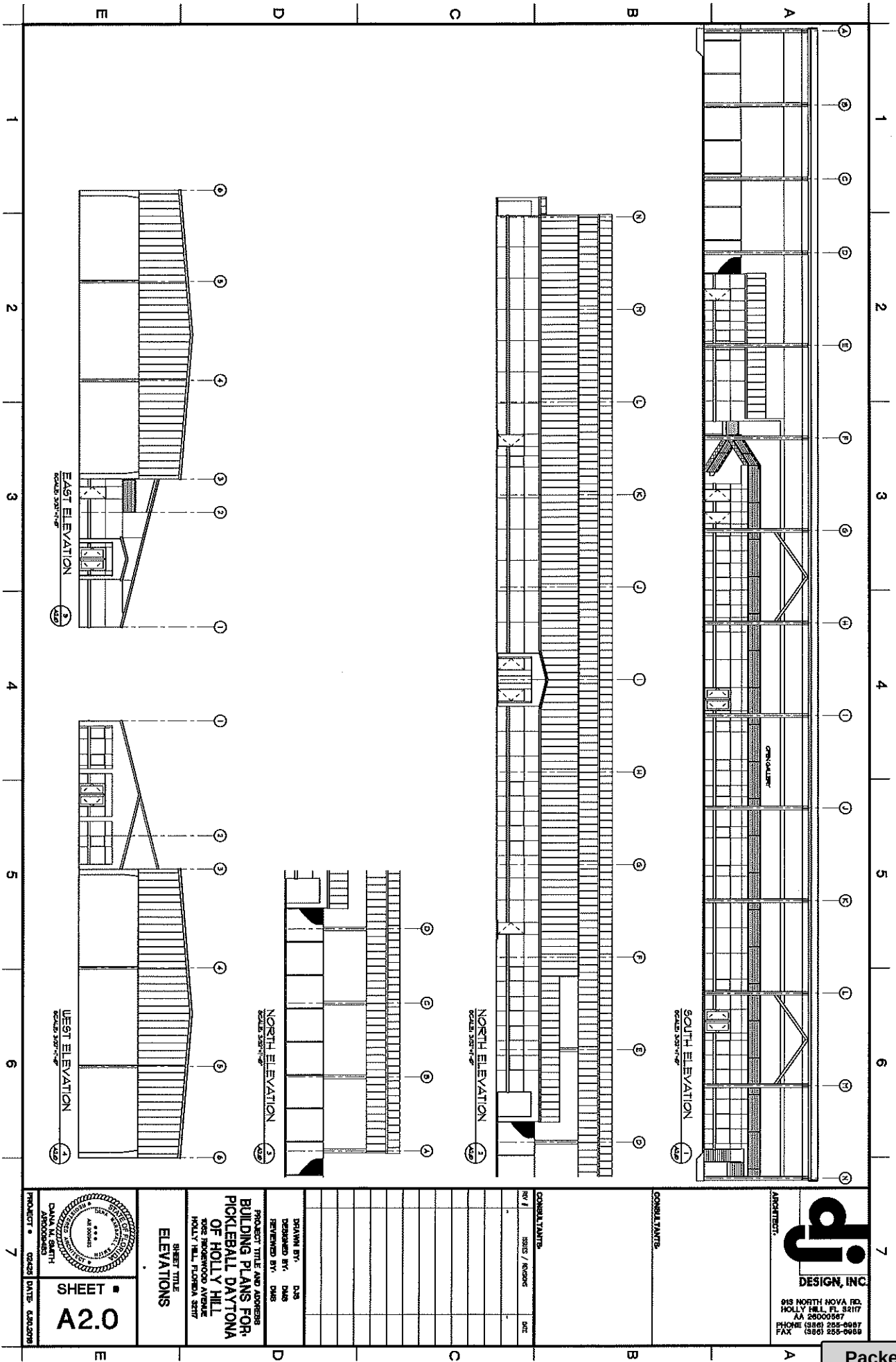
Original Date: 3/27/18 Scale: 1"=30' Sheet: 1 of 1

Boundary and Topographic Survey
 with Tree Locations
 Exclusively Prepared For:
 City of Holly Hill

AMER, K. AMER, R. AMER, J.
 (NOT VALID UNLESS SIGNED AND DATED WITH CURRENTS SEAL)

APPROXIMATE LOCATION: HOLLY HILL, FLORIDA











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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Management Agreement with Pickleball Daytona at Holly Hill.
NUMBER: (ID # 2319)
APPLICANT:
PLANNER:

DISCUSSION:

Rainer and Julie Martens (Martens Properties, LLC) have been in discussions with the City with regard to developing a Pickleball Facility in Hollyland Park that would accommodate 24 courts and be home to several regional and national tournaments. In the negotiations between the staff and the Martens, the Martens have agreed to pay up to three million dollars for the development and the City CRA has agreed to pay up to one million dollars using CRA funds.

The facility would be developed by the Martens under contract with the City and include other amenities such as a club house for members, an activity center focused on senior activities to include indoor and outdoor recreational activities, a community garden area available to the public and a restaurant open to the public. It has been determined that the property, under these conditions would not be considered taxable unless the restaurant is operated as a for profit business in which case, the restaurant would be taxed.

This project meets the intent of the Community Redevelopment Plan. The staff believes this facility will bring people into the City of Holly Hill and cause reason for new businesses to develop in the area.

The Martens have entered into an agreement with Pickleball Daytona at Holly Hill to manage and operate the facility. The attached agreement describes the Management Agreement between the City and Pickleball Daytona at Holly Hill.

FISCAL

ANALYSIS:

One million dollars (\$1,000,000.00) of CRA funds have been encumbered the 2018/2019 fiscal year budget for the development of the facility. Future operating and management fund will need to be programmed into future budgets.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the Management Agreement and authorize the

City Manager to execute the Management Agreement.

COMMISSION**GOAL:**

N/A

MOTION:

To approve the Management Agreement and authorize the City Manager to execute the Management Agreement.

ATTACHMENTS:

- Pickleball Management Agreement 12-11-2018 (2) (PDF)
- Exhibit A - Pickleball Survey (PDF)
- Exhibit B Pickleball Building Plan (PDF)

Resolution No. (ID # 2319)**RESOLUTION 2018-R-74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MANAGEMENT AGREEMENT WITH PICKLEBALL DAYTONA AT HOLLY HILL.****RESOLUTION 2018-R-74**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MANAGEMENT AGREEMENT WITH PICKLEBALL DAYTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) is the owner of Hollyland Park located at 1082 Ridgewood Avenue, Holly Hill, Florida 32117; and

WHEREAS, Pickleball Daytona at Holly Hill desires to manage and operate the Pickleball Facility in the designated portion of Hollyland Park hereinafter described in Exhibit A and Exhibit B attached hereto (Property); and

WHEREAS, the City desires to contract with Pickleball Daytona at Holly Hill to manage and operate the Facility; and

WHEREAS, this agreement shall provide the terms and conditions of the development of the Project.

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

SECTION 1. That the City Commission approves the Management Agreement and the City Manager of the City of Holly Hill is authorized to execute the Management Agreement.

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

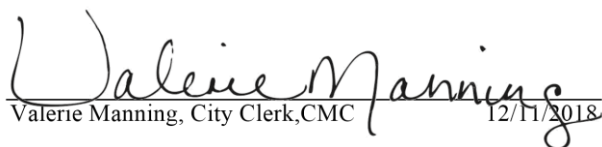
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018

A handwritten signature in cursive script that reads "Valerie Manning". The signature is written in black ink and is positioned above a horizontal line.

Valerie Manning, City Clerk, CMC

12/11/2018

PICKLEBALL MANAGEMENT AGREEMENT

WHEREAS, Martens Properties, LLC is developing a pickleball recreational facility (Project) on a portion of Hollyland Park as depicted on Exhibit A, which is owned by the City of Holly Hill (City).

WHEREAS, it is the intent that after construction is completed, Pickleball Daytona of Holly Hill (Operator) will be responsible for the operations and management of the Project.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the City and the Operator hereby agree to the following:

- 1) The City hereby retains the Operator for the management and operations of the Project.
- 2) The Operator agrees to manage, operate, and maintain the Project in a first-class manner, in accordance with this Agreement and in strict compliance with all applicable local, state, and federal laws, regulations and requirements. The Operator shall be responsible for the management and operational expenses for the Project, except for those items identified as the City's responsibility. The Operator's responsibilities include, but are not limited to, hiring and management of employees; all labor costs including benefits; all facility maintenance, repair and replacement of all improvements within the fenced in area; inventory costs; insurance costs; advertising and marketing costs, any property taxes and assessments (except assessments for utilities which are the responsibility of the City); etc. The City shall only be responsible to pay for the water, sewer, storm water and electric costs for the operations of the Project and the maintenance, repair and replacement of improvements located in all areas outside the fenced in area. However, if restaurant is subleased to a for profit operator (which must be approved by the City), the City will no longer be responsible for the utilities for the restaurant.
- 3) City will not authorize another pickleball facility or the construction of a pickleball courts on City owned land.
- 4) The Operator may sell memberships to join the Project. Operator shall have the discretion to establish different levels of memberships. One membership option shall be a day membership. The Operator shall offer residents of the City a 25-50% discount on any membership.
- 5) The Operator shall be a not-for-profit corporation and the Project shall be operated on a not for profit basis. All net profits or net surplus, as hereinafter defined, from the operations of the Project shall be invested into the maintenance, repair, replacement and expansion of the Project, the promotion of the Project and the sport of pickleball in the City and surrounding communities and other civic, charitable causes in the community. The Operator shall annually submit a budget for review by the City which provides projected revenue and expenses by category.
- 6) Net profit or net surplus shall mean gross revenue less operating expenses. Gross revenues include all revenue from the Project including but not limited to memberships, tournament

revenue, court/equipment rental, restaurant and concession revenue. Operating expenses shall be those normal expenses incurred in operating a similar recreational facility as the Project, including employee costs (including benefits), insurance expenses, repair expenses, maintenance expenses, replacements expenses, funding of reserve accounts, inventory expenses (including restaurant supplies), advertising expenses and tournament expenses. There will be no compensation paid to or for the benefit of the owners, officers or board of directors of the Operator, or family members of said individuals, without prior written approval of the City. Employee's working at the Project shall receive a reasonable compensation for the services rendered

7) Operator is authorized to operate an on-site sit-down restaurant and bar which serves a variety of food and beverages and shall be permitted to serve beer and wine only (no liquor). The City hereby approves and authorizes the Operator to sell beer and wine at the restaurant for on-site consumption only. Consumption of beer and wine shall be limited to areas within the fenced in area and shall not be allowed on the courts. **Consumption of beer and wine shall be limited to areas within the fenced in area and building but shall not be allowed on the playing courts (the 64' x 36' fenced and gated area).** Operator is responsible for obtaining all necessary licenses and permits for the operation of the restaurant with beer and wine service.

8) Operator shall provide the City with a quarterly financial statement all revenue, operating expenses and capital expenditures. Operator shall prepare an annual financial statement and shall provide the City a copy of said statement within 30 days of completion. The City shall have the right with 48 hour notice to the Operator to inspect all financial records of the Project. The purpose of the City's review of financial information is to insure compliance with the limited use of revenue from the operation of the Project as outlined in this Agreement

9) The Operator shall maintain at all times during the term of this Agreement, and during any use, occupancy or possession of the Project, the following insurance (to the extent obtainable) to cover its activities in connection with the operation of such facilities:

a. Statutory Worker's Compensation and Employer's Liability Insurance covering all employees;

b. Combined Single Limit General Liability insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate covering Bodily Injury and Property Damage, \$5,000 Medical Payments. The policy shall name the City as an additional insured. A waiver of subrogation endorsement in favor of the City must be included.

c. *\$1,000,000 per occurrence/\$2,000,000 aggregate limit Liquor Liability covering the Liquor License and the selling and consumption of beer and wine. The policy shall name the City as an additional insured.*

d. A certificate of insurance evidencing the required coverage and naming the City as additional insured shall be issued to Operator and City prior to commencement of the term of the Agreement. Thereafter, the Operator shall obtain a renewal of insurance coverage and furnish City with a certificate evidencing same at least 15 days in advance of the expiration of the then existing

insurance policies. The insurance policies shall contain clauses providing that any change or termination of the coverage shall not be effective without thirty (30) days prior written notice to the City.

10) Operator agrees to indemnify and save harmless City against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Operator or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the Project, or arising from accident or any injury not caused by act of Operator, Operator's agents or servants, or anyone employed by Operator while engaged in or about the performance of this Agreement, or while in or about the Project, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.

11) The term of this Agreement shall be for an initial term of fifty (50) years. This Agreement shall automatically renew on the same terms and conditions for successive terms of twenty-five (25) years unless either party provides written notice to the other party of intent not to renew at least one (1) year but not more than two (2) years before the expiration of date of the then current term. Operator shall have the right to terminate without cause upon providing the City with six (6) months advance written notice. The City cannot terminate without cause. Either party can terminate for cause upon a breach of a material provision of this Agreement by providing the other party written notice of the breach(es) and at least sixty (60) days to correct the breach(es). If the breach(es) are not corrected to the satisfaction of the non-breaching party, the non-breaching party can terminate this Agreement by written notice of termination with no advance notice required. Upon termination the Operator shall cease all operations and vacate the Property. All capital improvements and fixtures of the Project, including but not limited to, all restaurant and bar equipment, tables, chairs, pickleball equipment, outdoor lighting, netting, shall remain on the Property and shall become the property of the City.

12) This Agreement is not intended to be a lease or license for the Property. This is intended to retain the Operator and authorize the Operator to manage the operation of the Project.

13) The Operator shall not have the right to assign, sell or transfer this Agreement or any rights or obligations contained herein to any 3rd party without the express written consent of the City, which may be withheld or refused at the sole discretion of the City. Upon approval by the City, the City must be provided with the fully executed agreement with said 3rd party and any amendments to said agreement.

14) The City shall be responsible for the management and operation of that portion of the Project designated as the Senior Activity Center. As the Senior Activity Center is part of the main building of the Project, Operator shall remain responsible for the building maintenance, repair and replacement including that portion where the Senior Activity Center is located. The City shall be responsible for organizing and promoting the activities in the Senior Activity Center, including providing the necessary supplies, equipment, staffing, establishing hours of operation and facility rental policies.

15) The Operator hereby acknowledges that the Project is located in a public park and that other events and usage of the surrounding park facilities may occur. Operations of the Project, including parking, should be limited to the area depicted in Exhibit A. **Overflow parking for daily operations is permitted in the open space west of the facility without City approval.** Operator shall be required to obtain City approval prior to conducting an event that is anticipated to utilize more space than shown in Exhibit B **or the field to the west to accommodate parking.** The Operator shall obtain the necessary special event permit for such an event or activity.

16) The Operator is a private, not-for-profit corporation. The City provides no funding for the operation of the Operator (other than those specific expenses identified herein as the City's responsibility). The expenses identified as the City's responsibility are those expenses that the City would have incurred as the owner of Hollyland Park even if the Project was not construct and operating. The Operator is not an agent of the City, but an independent third party. The City is not delegating to the Operator the right or obligation to perform any function that the City would otherwise provide.

17) This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

Chris Via
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2018 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

Pickleball Daytona ^{AT} of Holly Hill

Witness: _____

By: George Emery Graber

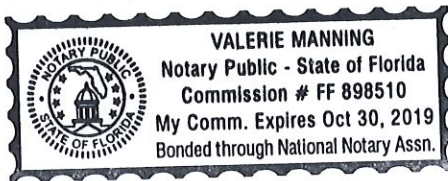
Title: Vice President

Printed Name: _____

Date: 12/4/2018

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 4th day of December, 2018 by George Emery Graber of Pickleball Daytona of Holly Hill, who is personally known to me or produced driver license as identification and did/did not take an oath.



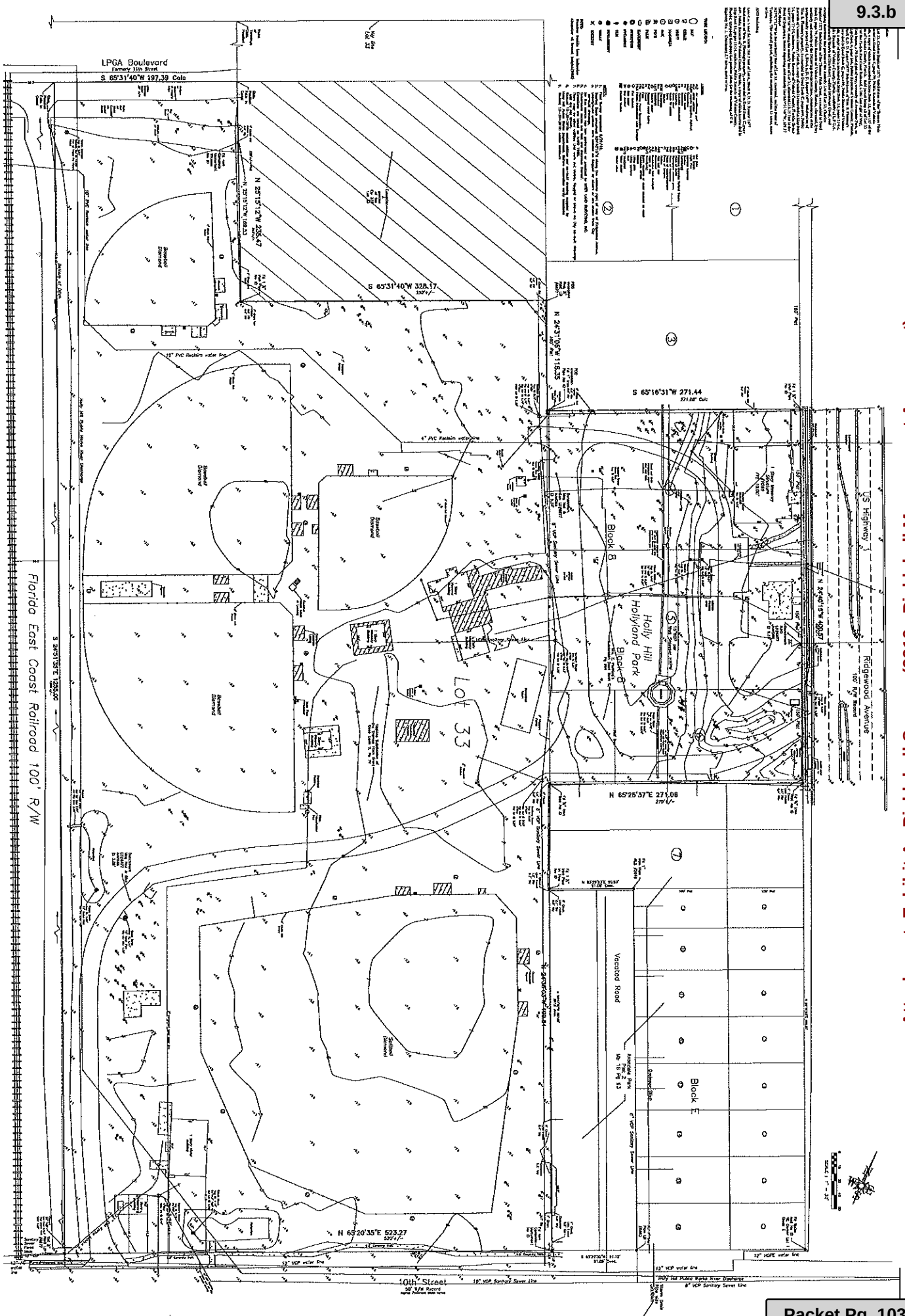
NOTARY PUBLIC, STATE OF FLORIDA

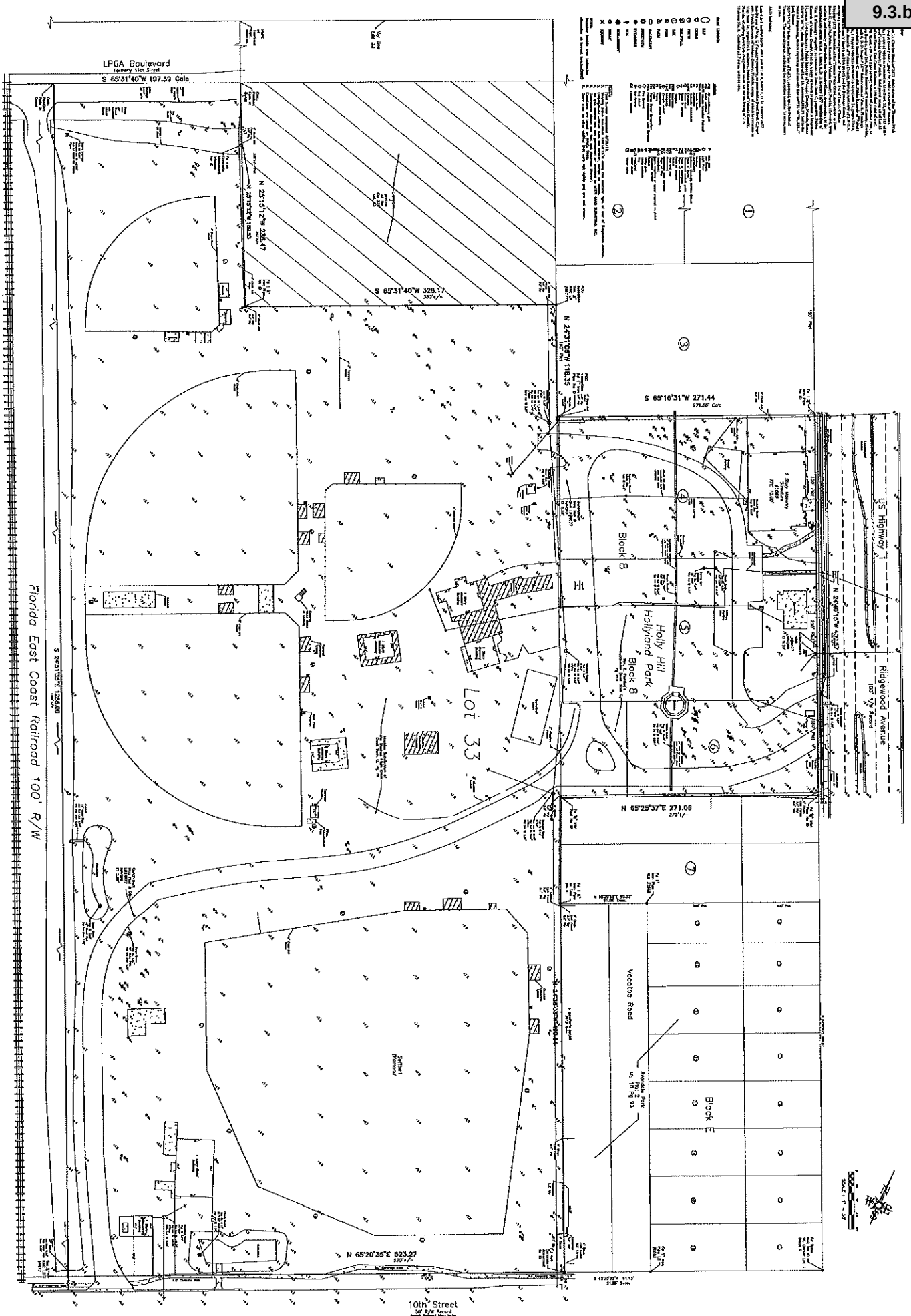
Valerie Manning

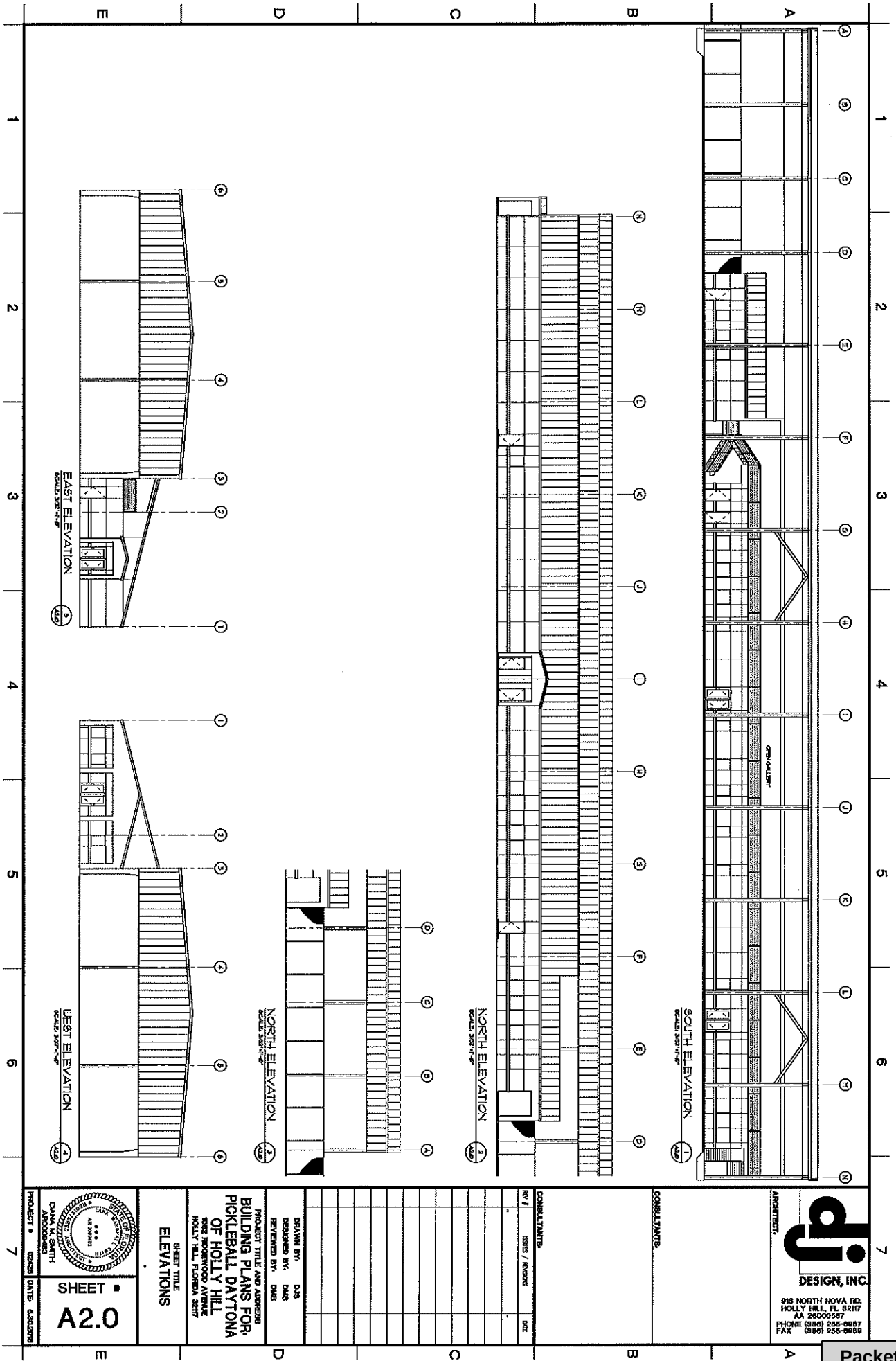
Type or Print Name: Valerie Manning

Commission No.: FF 898510

My Commission Expires: October 30, 2019







dp
DESIGN, INC.
915 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 28000567
PHONE (386) 255-6987
FAX (386) 255-6988

CONSULTANTS

CONSULTANTS
BY / DATE / REVIEW / DATE

PROJECT TITLE AND ADDRESS
BUILDING PLANS FOR
PICKLEBALL DAYTONA
OF HOLLY HILL
1000 HAWKWOOD AVENUE
HOLLY HILL, FL 32117

DESIGNED BY: DAB
CHECKED BY: DAB
REVIEWED BY: DAB

SHEET TITLE
ELEVATIONS
SHEET
A2.0

PROJECT: 02425 DATE: 04/20/18







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

**City Commission
Resolution**

9.4

MEETING DATE: December 11, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-75 A Resolution of the City Commission of the City of Holly Hill, Florida, Providing an Internal Loan as Part of the 2018-2019 Fiscal Year Budgets; Providing for Conflict; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2318)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill can use available unrestricted reserves in the Solid Waste Utility fund to loan to the LOGT 2nd Fund for operating purposes pursuant to Resolution 2018-R-25 "Investment Policy" Section 17, which allows for short to medium term financing which must be approved by the City Council.

The City Commission approved as part of the Fiscal Year 2018-2019 Adopted Budget for the LOGT 2nd Fund to borrow \$1,000,000 to fund a citywide street resurfacing program. This was approved by Resolution 2018-R-65 "Adopted FY 2018-2019 Budget" at the September 25, 2018 Commission meeting.

The \$1,000,000 from Fund 495 "Solid Waste Utility" internal loan will be charged the Florida Prime "1-Day SEC Yield" as of the date of the transfer of funds. This internal loan shall have an amortization not to exceed ten years. The current Florida Prime "1-Day SEC Yield" is 2.48%. The estimated annual debt service would be \$114,140.71 and would be repaid utilizing the 2nd cent Local Option Fuel Tax proceeds. Estimated loan amortization can be found as "Exhibit A".

FISCAL ANALYSIS:

Budgeted under 002-0000-384.04-95

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2018-R-75.

COMMISSION GOAL:

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

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

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

MOTION:

MOTION TO APPROVE RESOLUTION 2018-R-75, INTERNAL LOAN BETWEEN FUND 002 AND FUND 495 NOT TO EXCEED \$1,000,000 AND BE CHARGED AN INTEREST RATE OF THE FLORIDA PRIME "1-DAY SEC YIELD" AS OF THE DATE OF THE TRANSFER OF FUNDS.

ATTACHMENTS:

- Exhibit A - LOGT Loan amortization (PDF)

Resolution No. (ID # 2318)**RESOLUTION 2018-R-75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING AN INTERNAL LOAN AS PART OF THE 2018-2019 FISCAL YEAR BUDGETS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-75**

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, PROVIDING AN INTERNAL LOAN AS PART OF THE 2018-2019 FISCAL YEAR BUDGETS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, by Resolution 2018-R-65, adopted an operating budget for Fiscal Year 2018-2019; and

WHEREAS, this approved budget contained provisions for an internal loan in an amount not to exceed \$1,000,000 pursuant to an internal loan between Fund 002 “LOGT 2nd Fund” and Fund 495 “Solid Waste Utility”; and

WHEREAS, the internal loan will be charged the Florida Prime “1-Day SEC Yield” as of the date of the internal loan funds transfer and have a loan amortization not to exceed ten years.

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

SECTION 1. Internal Loan: The City Commission of the City of Holly Hill amends the Fiscal Year 2017-2018 budget by revising the budget in total in an amount not to exceed \$750,000 pursuant to an internal loan between Fund 002 “LOGT 2nd Fund” and Fund 495 “Solid Waste Utility”.

SECTION 2. Conflicts. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 3. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 4. Effective Date. This Resolution shall become effective

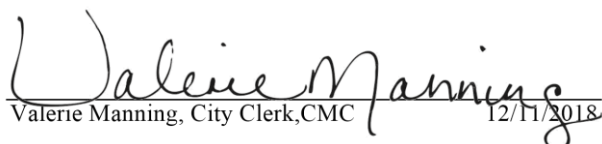
immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018

Loan Amortization Schedule

[HELP](#)

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Loan Information		Summary	
Loan Amount	1,000,000.00	Rate (per period)	2.480%
Annual Interest Rate	2.48%	Number of Payments	10
Term of Loan in Years	10	Total Payments	1,141,407.12
First Payment Date	1/1/2020	Total Interest	141,407.12
Payment Frequency	Annual	Est. Interest Savings	0.01
Compound Period	Annual		.
Payment Type	End of Period		.

Annual Payment 114,140.71

Amortization Schedule

☒ Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						1,000,000.00
1	1/1/20	114,140.71		24,800.00	89,340.71	910,659.29
2	1/1/21	114,140.71		22,584.35	91,556.36	819,102.93
3	1/1/22	114,140.71		20,313.75	93,826.96	725,275.97
4	1/1/23	114,140.71		17,986.84	96,153.87	629,122.10
5	1/1/24	114,140.71		15,602.23	98,538.48	530,583.62
6	1/1/25	114,140.71		13,158.47	100,982.24	429,601.38
7	1/1/26	114,140.71		10,654.11	103,486.60	326,114.78
8	1/1/27	114,140.71		8,087.65	106,053.06	220,061.72
9	1/1/28	114,140.71		5,457.53	108,683.18	111,378.54
10	1/1/29	114,140.73		2,762.19	111,378.54	0.00

Attachment: Exhibit A - LOGT Loan amortization (2318 : Internal Loan to the LOGT 2Nd Fund for Fiscal Year 2018-2019)



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

9.5

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-76 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing the Following Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing an Effective Date.
NUMBER: (ID # 2281)
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

The current terms will expire December 31, 2018.

Kristie Law, a resident of Holly Hill has submitted her board application for the City Commission's consideration. If appointed, her term will expire December 31, 2020.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-76 and insert names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-76, APPOINTING THE FOLLOWING MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- Kristie Law - Firefighters Pension Fund Board of Trustees Application (PDF)

Resolution No. (ID # 2281)**RESOLUTION 2018-R-76 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING THE FOLLOWING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2018-R-76**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

<>

Commission Representative

<>

Commission Representative

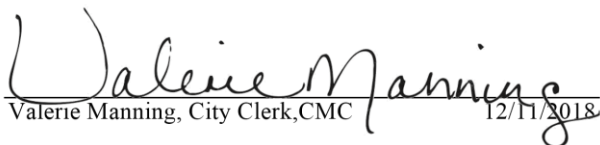
SECTION 2. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|--|---|
| ☐ Board of Planning & Appeals
☐ Beautification Advisory Board | ☒ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|--|---|

Name of Applicant: KRISTIE LAW

Home Address: 528 7th ST

Phone: 386 295 5368

E-Mail Address: KLAW@VOLLYSIAHEART.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 29 yrs

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill?

NO

Business/Employer Name and Address: CARDIOLOGY PHYSICIANS 311 N. CLYDE

Business Phone: 386 255 5331 MORRIS BLVD #320 DBL 32114

Job Position / Occupation: BILLING MANAGER 10 years

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☒ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☒ No If so, which board?

How many years have you served on that board? _____

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:

DEAL SNOW RECOMMENDED ME AS SOMEONE
WITH GOOD COMMON SENSE

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

*Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are **NOT** appropriate for business casual attire*

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/5/18

Signature: Kristie K Law

Received Date in City Clerk's Office: 11/5/18

Valerie Manning



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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-77 A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Proving an Effective Date.
NUMBER: (ID # 2279)
APPLICANT:
PLANNER:

DISCUSSION:

The board of trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the city commission, and two of whom shall be police officers as defined in F.S. § 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

The terms for the current Police Pension Fund Board of Trustees are set to expire on December 31, 2018.

The following citizens of Holly Hill have submitted their applications for the City Commission's consideration to the board: Robert W. Taylor and Charles A. Sharp.

Terms for appointed new members will be for two years, expiring December 31, 2020.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-77, the two board members and insert names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-77, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES AND INSERTING THE NAMES INTO THE RESOLUTION.

ATTACHMENTS:

- Charlie Sharp - Police Pension Board Application (PDF)
- Robert Taylor - Police Pension Board Application (PDF)

Resolution No. (ID # 2279)**RESOLUTION 2018-R-77 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVING AN EFFECTIVE DATE.****RESOLUTION 2018-R-77**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Police Pension Board of Trustees.

<>

Commission Representative

<>

Commission Representative

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2020.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|--|---|
| ☐ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☒ Police Pension Fund Board of Trustees |
|--|---|

Name of Applicant: CHARLIE SHARP
 Home Address: 1300 RIVERSIDE DR HOLLY HILL 32117
 Phone: 386-846-3462
 E-Mail Address: SUPERLATE721@YAHOO.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill? RETIRED FROM CITY OF HOLLY HILL

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: POLICE PENSION BOARD

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: HIGH SCHOOL GRADUATE
1 YR COLLEGE

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☒ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☒ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☒ Operations of City Government
- ☐ Engineering
- ☐ Other

RECEIVED

10/15/18
2m 4:10 pm

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

SCHOOLS
3 YEARS IN PENSION BOARD TRAINING
AND MANY YEARS SERVICE ON THE BOARD

Additional information Civic Activities, memberships, etc. _____

KUWALLS

Why are you interested in serving on a City board? _____

TO BUILD THE PENSION FUND
AND PAYING RETIREES

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

POLICE PENSION

How many years have you served on that board? 10 TO 12 YEARS

If this is a request for reappointment, how long have you served on this board? 10 TO 12 YEARS

Other information you would like to provide: _____

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 10-15-18

Signature: Charlie A Sharp



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|--|---|
| ☐ Board of Planning & Appeals | ☐ Firefighters Pension Fund Board of Trustees |
| ☐ Beautification Advisory Board | ☒ Police Pension Fund Board of Trustees |

Name of Applicant: Robert W. Taylor

Home Address: 1200 Riverside Dr. Holly Hill, FL 32117

Phone: 386-795-2720

E-Mail Address: eastsidebob@sprynet.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill?

NO
Business/Employer Name and Address: Retired - Daytona Beach Police

Business Phone: N/A

Job Position / Occupation: Retired

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: AA degree DBCC, BA degree WCF, many certificate courses

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☒ Operations of City Government
- ☒ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I've been on the Pension Board for
many years

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____

I love this City and have a special
interest in policing

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Police Pension Board

How many years have you served on that board? more than four

If this is a request for reappointment, how long have you served on this board? more than 4 years

Other information you would like to provide: _____

PROFESSIONAL DRESS CODE POLICY

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Date: October 17, 2018 Signature: Robert W. Taylor

Received Date in City Clerk's Office: 10/26/18
1:50pm



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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-78 A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Members; and Providing an Effective Date.
NUMBER: (ID # 2280)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located with the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

The current board members terms will expire December 31, 2018. The following individuals have submitted their applications to be considered to serve on the board: Michael M. Myer, Robin D. Hanger, Arthur W. Morris, Dennis Smith, Jim Legary and Arthur J. Byrnes.

Terms of appointed board members will serve two years. Terms will expire December 31, 2020.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-78 and insert appointed names into Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-78, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS.

ATTACHMENTS:

- Arthur Byrnes - BOPA Application (PDF)
- Arthur W. Morris - BOPA Application (PDF)
- Dennis Smith - BOPA Application (PDF)
- Jim Legary - BOPA Application (PDF)
- Michael Myer - BOPA Application (PDF)
- Robin Hanger - BOPA Application (PDF)
- Tony Cassata - BOPA Application (PDF)

Resolution No. (ID # 2280)**RESOLUTION 2018-R-78 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2018-R-78**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Board of Planning and Appeals:

<>	Regular Member	Term Expires December 2020
<>	Regular Member	Term Expires December 2020
<>	Regular Member	Term Expires December 2020
<>	Regular Member	Term Expires December 2020
<>	Regular Member	Term Expires December 2020

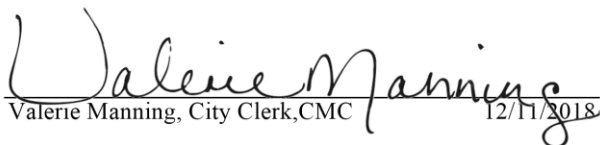
SECTION 2. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☒ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|---|--|

Name of Applicant: Arthur J. Byrnes

Home Address: 294 Jeffery Ave Holly Hill, Florida 32117

Phone: 386-506-7682

E-Mail Address: arthurjb1@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 41 Years

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long?

Are you employed in the City of Holly Hill? Semi-retired/self employed

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Bachelor of Science in Computer Science, Radio Engineer License, Masters Philosophy, PhD Metaphysics _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☒ Business Development
- ☒ Building / Construction
- ☒ Promotion Marketing
- ☒ Real Estate / Development
- ☒ Manufacturing / Industrial
- ☒ Industrial Training
- ☒ Landscaping
- ☒ Law / Contract Administration
- ☒ Operations of City Government
- ☒ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?
 I believe that my knowledge of the city codes and training in city planning would be an asset to help me make recommendations.

Additional information Civic Activities, memberships, etc.
 Toastmaster (Advanced Communicator Bronze)

Why are you interested in serving on a City board?
 I would like to continue to follow my calling in community service.

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?
☒ Yes ☐ No If so, which board? Code Enforcement Board (1985-1987) City Commission (1987-2005 2014-2018)

How many years have you served on that board? _____

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 10/30/2018 Signature: 

Received Date in City Clerk's Office: 10/30/18



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☒ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|---|--|

Name of Applicant: Arthur W. Morris

Home Address: 397 Silver Beach Drive, Holly Hill

Phone: 732-407-0278

E-Mail Address: awmorris247@yahoo.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 8 yrs

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 6 yrs

Are you employed in the City of Holly Hill?

No

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

BS Business Bryant Univ.

Corps of Engineers Cert. USAR

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☒ Banking / Finance
- ☒ Business Development
- ☒ Building / Construction
- ☒ Promotion Marketing
- ☒ Real Estate / Development
- ☒ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☒ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

*Knowledge of Real Estate planning and development
Business development, Real Estate Management, Retail development*

Additional information Civic Activities, memberships, etc.

Treasurer Halifax River Yacht Club

Why are you interested in serving on a City board? *City development using
experience and logic.*

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board? *Board of Planning and Appeals /
City of Holly Hill, Firefighters Pension Fund Bd. of Trustees*

How many years have you served on that board? *2 yrs / 1 yr.*

If this is a request for reappointment, how long have you served on this board? *2 yrs.*

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date: *11-8-18*

Signature: *[Signature]*





ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☒ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|---|--|

Name of Applicant: Dennis Smith
 Home Address: 107 7th Street Holly Hill FL 32111
 Phone: 845-499-4075
 E-Mail Address: dsfdny@hotmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill? no

Business/Employer Name and Address: mighty mite construction of n.j.
 Business Phone: (732) 540-2815
 Job Position / Occupation: owner

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Master installer of Helical piles
NJ & FL licensed Contractor, NJ State Fire Inspector & official, NYC FIRE inspector

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☒ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☒ Industrial Training
- ☒ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☒ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Having owned my own construction company for 33 years with projects ranging from new construction, Renovations, Restorations, excav and site work to commercial projects. I can read plans and draw work with engineers and architects to achieve resolution to issues.

Additional information Civic Activities, memberships, etc. instrumental in promoting council persons & Amendment campaigns. Member of the Deep foundations institute, veteran, fireman (retired) BUS. owner

Why are you interested in serving on a City board? I believe my knowledge and skill sets and intimate knowledge of codes will help the city and its citizens achieve the goal of improving the city and our community and make sure things are done correctly with minimal financial waste

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☒ No If so, which board?

How many years have you served on that board? 1

If this is a request for reappointment, how long have you served on this board? 1

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date: 10/11/18

Signature: [Signature]

Attachment: Dennis Smith - BOPA Application (2280 : Appointing Members to the Board of Planning and Appeals)



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☒ Board of Planning & Appeals
☐ Beautification Advisory Board

- ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees

Name of Applicant: Tim Becker

Home Address: 342 Borwick Ave.

Phone: 386 257-5120

E-Mail Address: Sosome43@yahoo

Are you a registered voter within the City of Holly Hill? ☐ Yes ☒ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 31 yrs

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 31 yrs

Are you employed in the City of Holly Hill? YES

Business/Employer Name and Address: THE ALTERNATIVE

Business Phone: 386 257-5120

Job Position / Occupation: PRINCIPAL

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 24 yrs

Other information you would like to provide:

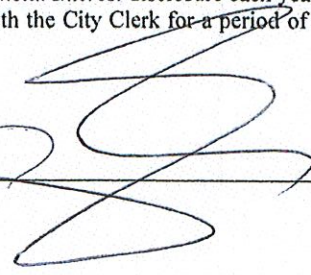
PROFESSIONAL DRESS CODE POLICY

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Date: 6/10/18

Signature: 

Received Date in City Clerk's Office: 11/6/18
Valerie Manning



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☒ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|---|--|

Name of Applicant: Michael M. Myer

Home Address: 1702 Buena Vista Ave.

Phone: 386 405-6358

E-Mail Address: mmyer4006@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 35 years

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 33 years

Are you employed in the City of Holly Hill? Yes, president of Myer Land Surveying, Inc.

Business/Employer Name and Address: Myer Land Surveying Inc. 316 Ridgewood

Business Phone: 386 255-6304

Job Position / Occupation: President, CEO, Professional Land Surveyor

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Florida Licensed Land Surveyor
BLS University of Florida

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☒ Business Development
- ☒ Building / Construction
- ☒ Promotion Marketing
- ☒ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☒ Engineering
- ☒ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I have many years experience in land development, infrastructure, building codes

Additional information Civic Activities, memberships, etc.

Long time chair of BOPA - Charter Review Committee Winter Fest, Parade, and several others

Why are you interested in serving on a City board?

Civil service - to give back to my city and to help it improve in all aspects -

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOPA, Charter Review

How many years have you served on that board? *more than a dozen*

If this is a request for reappointment, how long have you served on this board? *more than a dozen*

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date:

10-18-18

Signature:

Michael M. Myer

RECEIVED
11/1/18

AM
8:00 am



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|---|--|
| ☒ Board of Planning & Appeals
☐ Beautification Advisory Board | ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees |
|---|--|

Name of Applicant: ROBIN D HANGER
 Home Address: 929 STATE AVE HOLLY HILL FL 32117
 Phone: 386 566 1505
 E-Mail Address: ROBIN@BESTPRICETRAILERS.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No
 Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____
 Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 28 + YEARS
 Are you employed in the City of Holly Hill? No

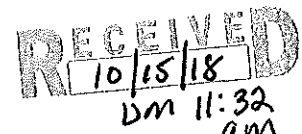
Business/Employer Name and Address: THE CAR SHOP 950 Ridgewood AVE
 Business Phone: 386 258 1445 HOLLY HILL FL 32117
 Job Position / Occupation: OWNER

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: NONE

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☒ Business Development
- ☐ Building / Construction
- ☒ Promotion Marketing
- ☐ Real Estate / Development
- ☒ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other



How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? TO HELP MOVE CITY FORWARD

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOPA

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 2

Other information you would like to provide:

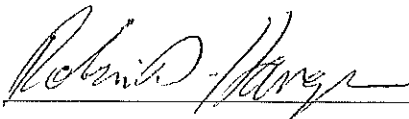
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The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

*Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are **NOT** appropriate for business casual attire*

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 10/15/18

Signature: 



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☒ Board of Planning & Appeals
☐ Beautification Advisory Board
☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees

Name of Applicant: Tony Cassata

Home Address: 7 Echo Woodway

Phone: 386 405-6602

E-Mail Address: TonyC@BSRBAmes.com

Are you a registered voter within the City of Holly Hill? ☐ Yes ☒ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 35 yrs

Are you employed in the City of Holly Hill? YES

Business/Employer Name and Address: Bob's Space Racers 427 Whac-A-Mole Way

Business Phone: 386 677 0761

Job Position / Occupation: Operations + Sales Mgr.

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
☒ Business Development
☒ Building / Construction
☒ Promotion Marketing
☐ Real Estate / Development
☒ Manufacturing / Industrial
☒ Industrial Training
☐ Landscaping
☐ Law / Contract Administration
☐ Operations of City Government
☐ Engineering
☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I FEEL THAT I HAVE THE KNOWLEDGE TO
MAKE THE CITY OF HOLLY HILL A DESTINATION CITY

Additional information Civic Activities, memberships, etc. BOARD OF DIRECTORS OABA

Why are you interested in serving on a City board?

TO HELP TAKE OUR CITY TO THE NEXT LEVEL

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☒ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☒ No If so, which board?

How many years have you served on that board? 1

If this is a request for reappointment, how long have you served on this board? 1

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 12/2/18

Signature: Tony Cassata

Received Date in City Clerk's Office: 12/3/18

Dalvin Manning



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

9.8

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the FY2019 and FY2020 Roadway Resurfacing Program Not to Exceed \$89,872.50.
NUMBER: (ID # 2317)
APPLICANT:
PLANNER:

DISCUSSION:

The City has planned for a citywide multi-year roadway resurfacing program. The City desires to proceed with the work required for the FY2019 and FY2020 portion of the program.

This scope of services from Mead and Hunt, Inc., includes creating base maps to designate the proposed work limits and conducting field reviews of the roadway to develop the required resurfacing work for each roadway segment. The scope of services also includes design, permitting, bidding services, construction administration, and inspection. Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

List of Candidate Roadways eligible for resurfacing are:

Alabama Ave	From Selma Ave To Nova Rd
Walker St	From US1 To Center Ave
Walker St	From Center St To Nova Rd
LPGA Blvd	From US1 To Riverside Dr
7 th St	From Center Ave To Nova Rd
Westward Cir	all limits
Cavanah Dr	all limits
15 th Place	From US1 to Riverside Dr
15 th Place	From Daytona Ave To Riverside Dr
14 th St	From US1 To Riverside Dr
May Ave	From 8 th St To 10 th St
6 th St	From Center Ave To Nova Rd
Bender Ave	From 15 th St To LPGA Blvd
Virginia Ave	From 7 th St To 6 th St
Scituate Lane	From Daytona Ave To Moravia Ave

FISCAL**ANALYSIS:**

The funds for this assignment to Mead and Hunt are available as part of fund 002 account 8110-580-4601. The cost for these services is approximately \$90,000 over 2 year period.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the FY2019 and FY2020 roadway resurfacing 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 #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

APPROVE RESOLUTION 2018-R-79, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$89,872.50.

ATTACHMENTS:

- Mead and Hunt Scope of Services (PDF)

Resolution No. (ID # 2317)**RESOLUTION 2018-R-79 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$89,872.50.****RESOLUTION 2018-R-79**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$89,872.50.

WHEREAS, the City has planned for a City-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the FY2019 and FY2020 portion of the program; and

WHEREAS, the scope of services from Mead and Hunt includes base maps to designate the proposed work limits and conducting field reviews of the roadway to develop the required resurfacing work for each roadway segment; and

WHEREAS, the scope of services also includes design, permitting, bidding services, construction administration, and inspection; and

WHEREAS, Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

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 FY2019 and FY2020 Roadway Resurfacing Program not to exceed \$89,872.50.

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.

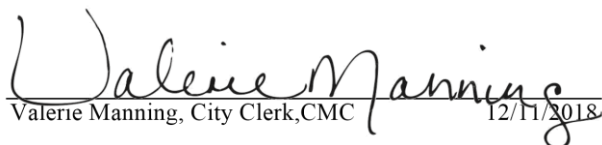
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018



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

November 29, 2018

Antoine Khoury
Public Works Director/City Engineer
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

akhoury@hollyhillfl.org

Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL
FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Antoine:

Mead & Hunt is pleased to provide this revised engineering scope of services and fee estimate for the above referenced project. The attached scope of services addresses the work activities we understand to be required. The scope includes design, permitting, bidding services, construction administration, and inspection. We have established an allowance for a geotechnical sub-consultant effort.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

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

for Kevin A. Lee, P.E.
Project Manager

DAK/KAL:bf

Attachment: Scope of Services and Fee Estimate
Estimated Manhour Schedule

Attachment: Mead and Hunt Scope of Services (2317 : FY 2019 & FY2020 Roadway Resurfacing Program Engineering Services)

**FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM
CITY OF HOLLY HILL
TASK ORDER
Revised 11/29/18**

The City of Holly Hill (CITY) and Mead & Hunt, Inc. (M&H) entered into a Services Agreement for General Engineering Services RFQ-ENG-15-01 dated effective December 4, 2015 is referred to herein as the Contract.

1. GENERAL

- 1.1. This Task Order is in conformance with the Services Agreement for General Engineering Services ("Agreement") between the City of Holly Hill ("CITY") and Mead & Hunt, Inc. ("M&H").

2. BACKGROUND

- 2.1. The CITY has planned for a CITY-wide multi-year roadway resurfacing program.
2.2. The CITY desires to proceed with the work required for the FY2019 and FY2020 portion of the program.

3. SCOPE OF WORK/SUB-TASKS

- 3.1. Project Limits (No specific priority)

STREET NAME	LIMITS
Alabama Street	Selma to Nova Rd
Walker Street	US 1 to Center Street
Walker Street	Center Street to Nova Road
LPGA Boulevard	Ridgewood Drive to Riverside Rd
7th Street	Center Street to Nova Road
Westward Circle	Entire
Cavanagh Drive	Entire
15th Place	US 1 to Riverside Drive
15th Place	Daytona to Riverside
14th Street	US 1 to Riverside Drive
May Avenue	8th Street to 10th Street
6th Street	Center Street to Nova Road
Bender Avenue	15th to LPGA
Virginia Avenue	7th Street to 6th Street
Scituate Lane	Daytona to Moravia

3.2. Data Collection and Field Reconnaissance

- 3.2.1. M&H will utilize existing CITY mapping and available aerial photogrammetry to create base maps to designate the proposed work limits
- 3.2.2. M&H will conduct field reviews of the roadways to develop the required resurfacing work for each roadway segment. Data collected will include:
 - 3.2.2.1. Photographs and written notes of pavement conditions and dimensions
 - 3.2.2.2. Measurement of existing overlay reveals at curbs and driveways
 - 3.2.2.3. Existing pavement markings
 - 3.2.2.4. Existing in-pavement utility structures/appurtenances
- 3.2.3. M&H will utilize a geotechnical subconsultant to conduct pavement cores at an approximate 500 feet or block-to-block intervals to determine depth of existing asphalt and thickness and type of base. Corings will be restored with cold patch asphalt.

3.3. Design

- 3.3.1. M&H will develop the recommended scope of work for each roadway segment and prepare construction plans and technical specifications describing such. Deliverables will include 90% and final construction plans and specifications in electronic and/or hardcopy format.

3.4. Permitting

- 3.4.1. M&H will work with FDOT to determine the need for permitting for the proposed resurfacing of the roadway connections to FDOT roadways.
- 3.4.2. If needed, M&H will prepare and submit FDOT permit applications for the proposed work within the FDOT rights of way and respond to all reasonable Requests for Additional Information (RFIs).

3.5. Coordination

- 3.5.1. Meeting Attendance
 - 3.5.1.1. M&H will attend up to three (3) meetings with CITY staff, including a design kickoff meeting, 90% design review meeting and other meetings as needed.
 - 3.5.1.2. M&H can attend additional meetings as necessary. Additional compensation may be requested.

3.6. Bidding Assistance

- 3.6.1. M&H shall assist the CITY in the utilization of other existing public bids for soliciting proposals for up to four (4) phases of the proposed roadway resurfacing, including the following work items:
 - 3.6.1.1. Prepare tabulation(s) of FDOT pay item quantities
 - 3.6.1.2. Provide electronic documents for CITY use in distribution of documents to contractors/bidders
 - 3.6.1.3. Addressing of potential bidder questions
 - 3.6.1.4. Review received bids
 - 3.6.1.5. Prepare bid award recommendation letter(s)

3.7. Construction Contract Administration and Resident Project Representative

3.7.1. M&H will provide the following services during the construction phase:

- 3.7.1.1. Review material submittals
- 3.7.1.2. Address Contractor/CITY questions and RFIs within three (3) working days
- 3.7.1.3. Twice per month site visits and progress meetings, including invites, agendas and minutes
- 3.7.1.4. Review monthly Contractor pay requests
- 3.7.1.5. Review and recommendation of change orders
- 3.7.1.6. Provide final inspection
- 3.7.1.7. Recommend final payment
- 3.7.1.8. Provide Certificate of Completion to permitting agencies, if any

3.7.2. M&H will provide a qualified part-time inspector to provide the following services during the construction phase:

- 3.7.2.1. Attend onsite pre-pave meeting
- 3.7.2.2. Assist Engineer with materials review
- 3.7.2.3. Observe contractor's construction activities
- 3.7.2.4. Document construction activity via daily report/logs
- 3.7.2.5. Review contractor's monthly pay requests/quantities
- 3.7.2.6. Prepare field markups/redlines of construction
- 3.7.2.7. Coordinate responses to contractor's Requests for Information (RFIs)
- 3.7.2.8. Coordinate Engineer's field directives
- 3.7.2.9. Coordinate material and field tests

3.8. Construction Testing

- 3.8.1. M&H will utilize a geotechnical engineering subconsultant to conduct construction verification testing. An allowance has been included for such. Contractor shall be responsible for construction quality control and testing.

3.9. Exclusions

- 3.9.1. All other work not described above is hereby excluded.

4. COMPENSATION

- 4.1. M&H proposes to complete the above stated work for a Not-To-Exceed fee of **Eighty-Nine Thousand Eight Hundred Seventy-Two Dollars and 50/100 (\$89,872.50)** based on the following sub-task schedule:

- 4.1.1. Data Collection and Field Reconnaissance: \$10,262.50
- 4.1.2. Design: \$16,575.00
- 4.1.3. Permitting: \$2,050.00
- 4.1.4. Coordination: \$2,040.00
- 4.1.5. Bidding Assistance: \$3,585.00
- 4.1.6. Construction Contract Administration and Resident Project Representative: \$46,360.00,
- 4.1.7. Pavement Cores and Construction Testing: \$8,500.00, allowance (time and expenses)
- 4.1.8. Printing/Postage/Out-of-Pocket Expenses: \$500.00, allowance (time and expenses)

4.2. These fees are based on the attached estimated man hour schedule.

5. SCHEDULE

- 5.1. M&H will strive to complete the above stated work to allow for the construction of these improvements to occur within the CITY's program schedule.
- 5.2. CITY review, FDOT review and public input/coordination are necessary and may affect the progress of work activity.

Mead & Hunt, Inc.

City of Holly Hill, Florida



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

11/30/18

Date

Date

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

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

CITY OF HOLLY HILL
 FY2019 & FY2020 ROADWAY RESURFACING PROGRAM
 MEAD & HUNT ESTIMATED MANHOUR SCHEDULE
 Revised 11/26/18

Task Order Reference	Description	Project Manager/ Principal (hours)	Engineering Intern (hours)	CADD Technicians (hours)	Production Manager (hours)	Clerical Support (hours)	Resident Project Representative (hours)	Total Task (\$)
	Hourly Rate	\$175.00	\$100.00	\$75.00	\$80.00	\$50.00	\$65.00	See Below
3.2	Data Collection and Field Reconnaissance							
3.2.1	Base map preparation	0.5	3	32	3	2	0	\$ 3,127.50
3.2.2	Field review	0.5	7	0	0	2	40	\$ 3,487.50
3.2.3	Pavement coring and interpretation	0.5	7	0	2	2	40	\$ 3,647.50
	Subtotals	1.5	17	32	5	6	80	\$ 10,262.50
3.3	Design							
3.3.1	90% design documents	5	18	100	7	8	0	\$ 11,135.00
3.3.1	Final design documents	2	9	50	3	4	0	\$ 5,440.00
	Subtotals	7	27	150	10	12	0	\$ 16,575.00
3.4	Permitting							
3.4.1	Determine permitting needs	1	2	0	3	2	0	\$ 715.00
3.4.2	FDOT permit application and RAIs	1	2	4	7	2	0	\$ 1,335.00
	Subtotals	2	4	4	10	4	0	\$ 2,050.00
3.5	Coordination							
3.5.1	Attend up to 3 meetings with City staff	6	0	6	0	3	6	\$ 2,040.00
	Subtotals	6	0	6	0	3	6	\$ 2,040.00
3.6	Bidding Assistance							
3.6.1.1	Prepare tabulations of FDOT pay items	1	8	2	0	1	0	\$ 1,175.00
3.6.1.2	Provide electronic documents for City distribution	0.5	1	2	1	2	0	\$ 517.50
3.6.1.3	Address potential bidder questions	2	4	1	1	2	0	\$ 1,005.00
3.6.1.4	Review received bids	1.5	3	0	0	3	0	\$ 712.50
3.6.1.5	Prepare bid award recommendation letters	1	0	0	0	0	0	\$ 175.00
	Subtotals	6	16	5	2	8	0	\$ 3,585.00
3.7	Construction Contract Administration and Resident Project Representative							
3.7.1.1	Review shop material submittals	2	8	0	0	8	7	\$ 2,005.00
3.7.1.2	Address Contractor/CITY questions & RFI's within 3 working days	7	0	0	0	8	7	\$ 2,080.00
3.7.1.3	Twice per month site visits and progress meetings, including invites, agendas and minutes	16	0	0	0	8	16	\$ 4,240.00
3.7.1.4	Review of monthly Contractor pay requests	4	0	0	0	8	8	\$ 1,620.00
3.7.1.5	Review and recommendation of change orders	4	0	0	0	4	3	\$ 1,095.00
3.7.1.6	Provide final inspection	2	0	0	0	1	3	\$ 595.00
3.7.1.7	Recommend final payment	1	0	0	0	4	1	\$ 440.00
3.7.1.8	Provide Certificate of Completion to permitting agencies	1	1	0	2	1	0	\$ 485.00
3.7.2	Resident Project Representative/Inspection	0	0	0	0	0	520	\$ 33,800.00
	Subtotals	37	9	0	2	42	565	\$ 46,360.00
	Total All Lump Sum Tasks	59.5	73	197	29	75	651	\$ 80,872.50
Subconsultant/Allowance Breakdown:								Subconsultant/Allowance Total \$ 9,000.00
								Grand Total \$ 89,872.50

Subconsultant/Allowance Breakdown:

Description	Amount
Construction testing (geotechnical subconsultant)	\$ 8,500.00
Printing/Postage/Out-of-Pocket Expenses	\$ 500.00
Total	\$ 9,000.00

- Notes:
- Construction phase services based on estimated four (4) months of construction contract duration.
 - Resident project representative hours based on three (3) months of actual construction at 40 hours per week. Additional hours may be necessary based on contractors' efforts and City's desired coverage.



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

**City Commission
Resolution**

MEETING DATE: December 11, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-80 A Resolution of the City of Holly Hill, Florida, Adopting the 2018 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 2309)
APPLICANT:
PLANNER:

DISCUSSION:

The last time the Personnel Rules & Regulation had been updated was in August, 2007 when changes were presented to and approved by the Civil Service Board and approved by the City Commission. Since then, there have been several changes to local, state and federal laws, as well as changes in the way the City actually operates on a regular basis. Attached are two documents. The first is a ~~strike-through~~ and underline version of the Personnel Rules and Regulations identifying all of the recommended changes. The second is the final version accepting all of the recommended changes. The changes have been reviewed by all of the Department Heads, Union Representatives and the City's Labor Attorney as well as discussed with the City Commission in a work session on October 30, 2018.

Any comments or recommendations have been included or dismissed after being full vetted. There has been no objections raised by any of the labor unions. Once adopted, the 2018 Personnel Rules & Regulations will become part of the current three year Bargaining Unit Agreements for each of the City's Bargaining Units.

FISCAL

ANALYSIS:

There are no additional fiscal additions to this document that have not already been presented in the operations budget and prepared for as part of the city operational plans.

STAFF

RECOMMENDATION:

The City Staff recommends the City Commission accept and adopt the 2018 Personnel Rules and Regulations as presented.

COMMISSION GOAL:

N/A

MOTION:

To approve the 2018 Personnel Rules and Regulations as presented.

ATTACHMENTS:

- Red Line Rules & Regs (PDF)
- Final Personnel Rules & Regulations 12-11-2018 (PDF)

Resolution No. (ID # 2309)

RESOLUTION 2018-R-80 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2018 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-80

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2018 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill adopted Personnel Rules and Regulations to provide consistent guidelines for Employees; and

WHEREAS, the Civil Service Board used to function as an advisory board to the City Commission in all matters relating to the conduct of the personnel affairs of the City; and

WHEREAS, on Tuesday, August 28, 2018, the Holly Hill electors approved an amendment to the City of Holly Hill Charter repealing the Civil Service Act, thereby eliminating the Civil Service Board; and

WHEREAS, the representatives of each of the City's Collective Bargain Units, Department Heads and Labor Attorney have all reviewed the updated Personnel Rules & Regulations and have offered no objections or additional changes to this final amended document.

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

SECTION 1. That the City Commission hereby adopts the 2018 City of Holly Hill Personnel Rules and Regulations, attached hereto for reference.

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

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

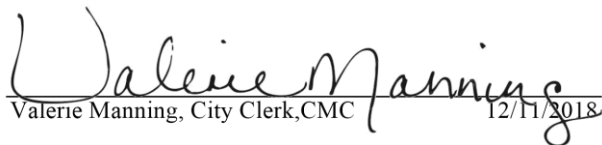
SECTION 4. EFFECTIVE DATE. That this Resolution shall become effective immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of DECEMBER, 2018.

Chris Via

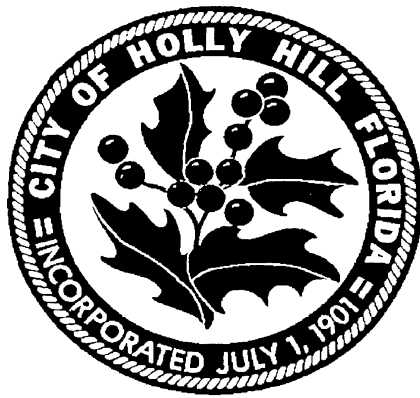
Chris Via, Mayor

12/11/2018


Valerie Manning, City Clerk, CMC 12/11/2018



CITY OF HOLLY HILL



PERSONNEL

RULES AND REGULATIONS

~~AUGUST, 2007~~

~~DATE OF THIS DRAFT~~ 23/98/201711/13/18
Revisions

Field Code Changed

Formatted: Strikethrough

Attachment: Red Line Rules & Regs (2309 : Adopt Update Personnel Rules and Regulations)

09/05/2018

PERSONNEL RULES AND REGULATIONS

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CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS

SECTION 1 INTRODUCTORY STATEMENT

1.1 INTRODUCTORY STATEMENT

The City of Holly Hill is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, gender, national origin, sex, disability, religion, age, genetic information, or marital status or status as a covered veteran in accordance with applicable federal, state and local laws., political activity, religious opinions or affiliation.

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The City of Holly Hill complies with applicable state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The employment of persons by the City shall be made in accordance with the Personnel Rules & Regulations of Holly Hill. Employment decisions are made in accordance with the principles set forth in the Equal Employment Opportunity Program Plan.

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1.2 GENERAL STATEMENT

Except for those employees whose rights are addressed by collective bargaining agreements, any employees not covered by a collective bargaining agreement person covered by the competitive or noncompetitive service shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the civil service board appeal grievance committee of any action taken by the administration of the city government pertaining to his/her employment or employment rights established under the rules and regulations of the civil service system City of Holly Hill.

This manual contains general statements of City policy and should not be read as including the fine details of each policy nor as forming an expressed or implied promise that the policies discussed in it will be applied in all cases.

Employees are encouraged to recommend changes to this policy to the Human Resources Manager.

The City Manager shall have the authority and responsibility for equitable interpretation

and effective implementation and general administration of the Policies and Procedures manual and has final administrative authority.

1.3 AMERICANS WITH DISABILITIES

It is the policy of the City to encourage disabled employees and applicants to come forward if reasonable accommodation is necessary to perform the job. The City strives to identify and eliminate barriers to performance. The City is committed to providing equal employment opportunity for individuals with disabilities in compliance with the ADA and all other applicable federal, state and local laws.

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- Reasonable accommodation will be provided to all qualified candidates.
- All employment decisions will be based on the qualifications of the individual in accordance with defined job criteria.
- Upon request employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA.
- All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria not the disability of the individual. An employee may be medically separated if the City is unable to provide a reasonable accommodation or if the employee refused to accept an offered position.

1.4 COVERED EMPLOYEES

Unless subject matter is specifically addressed under a collective bargaining unit ~~These Personnel Rules and Regulations shall apply to all employees. All non-bargaining unit employees, unless specifically negotiated.~~

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1.5 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures that govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

1.6 CODE OF ETHICS

Employees of the City shall comply with the requirements set forth in the Code of Ethics for Public Officers and Employees established in Chapter 112, Florida Statutes. The City has set standards for Ethics for its employees as follows:

- Employees shall always use their positions of authority with fairness and honesty and avoid preferential treatment to any person, contractor or vendor.
- Employees must use the powers and resources of the City entrusted to them to support and implement the policies and programs adopted by its elected officials.
- Employees shall be committed to being educated on a regular basis as to their ethical obligations.
- Employees shall not use their position of public trust in seeking personal gain for themselves, family members or other individuals.
- Employees shall operate with transparency and without undue influence that could impair their impartiality in the performance of their public responsibilities.
- Employees shall avoid any conduct that might undermine the public trust by making objective, fair and impartial decisions.
- Employees shall not act in any manner that may discredit the City, public officials, fellow employee(s), or themselves; provided, however, employees shall have the right to report fraud, waste or abuse. The rights of employees under “whistleblower legislation” shall be honored and respected.
- Employees shall avoid personal relationships with co-workers or individuals doing business with the City that could give the appearance of favoritism, preferential treatment, personal gain, or can reasonably be expected to undermine discipline, authority or morale.
- If an employee is uncertain if any anticipated personal action, dealing or contractual relationship complies with Florida Statutes, he or she shall submit a request for guidance with a complete factual background to the City Manager.

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1.67 DRESS CODE AND PERSONAL APPEARANCE

The public, professional associates, and other city employees judge our professionalism and commitment to high standards, fairly or unfairly, by our appearance. Employees shall maintain high standards of professional appearance as deemed appropriate by their Department Head.

Employees working in potentially hazardous jobs shall wear the appropriate safety clothes, gear and equipment as required by their specific employment assignment.

~~Failure of an employee to use issued safety devices and/or the failure of a member to file a written first report of injury form regarding any injury sustained on the job, may result in disciplinary action up to and including termination.~~
~~(MOVE TO WORKER’S COMP SECTION)~~

It is the city’s expectation that the employees use good judgement in maintaining appropriate dress and grooming. The immediate supervisor shall be responsible for addressing matters with their employees with regard to inappropriate attire. If the situation

is sensitive or uncomfortable for the immediate supervisor, Human Resources may be present in discussing the matter.

Business office attire is the acceptable form of attire for non-uniformed employees. Each department has the ability to establish their own departmental dress code, subject to City Manager approval.

~~Not applicable to grooming and hygiene for uniformed employees. It is the policy of the City that an employee's dress and grooming should be appropriate to public employment.~~

~~It is the policy of the City that an employee's dress and grooming should be appropriate to public employment.~~

- ~~Office employees represent the City in their appearance as well as by their actions. Employees are expected to dress in a manner that is normally acceptable in business establishments. The personal appearance of City employees who work in office settings is to be governed by the following standards:~~

FEMALE EMPLOYEES

ACCEPTABLE DRESS

Skirts and blouses
Suits
Dress Slacks
Classic leather or suede apparel
Dress Shoes with moderate heels, dress sandals and flat shoes
Boots
Stockings are optional
Socks, if appropriate, to apparel worn

UNACCEPTABLE DRESS

Bare midriffs
T-shirts
Strapless or spaghetti strap shirts
See through fabrics
Plunging necklines that reveal cleavage
Clothing with controversial writing or pictures on it
Hemlines higher than mid thigh
Tight pants or leggings
Jeans
Shorts
Sweatpants
Sneakers, flip-flops

MALE EMPLOYEES

ACCEPTABLE DRESS

- _____ Suits, sport jackets, dress slacks
- _____ Jackets and ties are optional
- _____ Classic leather or suede apparel
- _____ Oxfords, loafers or dockside type shoes
- _____ Classic leather boots
- _____ Boots worn inside the pant legs

UNACCEPTABLE DRESS

- _____ Sleeveless shirts or tank tops
- _____ Tee shirts without outer clothing
- _____ Shirts unbuttoned below the top 2-3 buttons
- _____ Tight pants, cropped pants, leggings or shorts
- _____ Jeans
- _____ See through fabrics
- _____ Sneakers, sandals, flip-flops

- ~~Hair should be clean, combed and neatly trimmed. Moustaches and beards should be neatly trimmed.~~
- ~~Pierced earrings are the only acceptable exposed form of body piercing.~~
- ~~Employees who are required to wear uniforms or other articles of clothing and safety shoes are required to wear those items of clothing each day to work. Shirts must be tucked in the uniform pants.~~

~~The dress and grooming of City employees working in the field is to be governed by the requirements of safety and comfort. Failure to wear required safety equipment shall be grounds for disciplinary action.~~

- ~~5. If an employee reports for work improperly dressed or groomed, the supervisor should instruct the employee to return home to change clothes or may take other appropriate disciplinary action. The employee will not be compensated during such time away from work.~~

Business Casual Day/Special Event Days

Every Friday has been designated as Casual Day for non-uniformed employees. On Fridays, the following attire may be worn: - Jean pants (any color, any style – with the exception of form fitting), however, faded ~~or~~ acid washed or ripped jeans are not permitted. —Polo style shirts with the City of Holly Hill logo or a similar appropriate golf, polo style shirt may be worn. The City Manager may allow other attire for designated City sponsored events.

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1.8 Revised 9/5/2018

Computer Usage and Internet Policy

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The City's computers, network, and related equipment and services should at all times be utilized only for activities which are consistent with the City's business.

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Employees are prohibited from accessing, transmitting, downloading, uploading and viewing offensive material on City computers, equipment, or network, or through the City's internet access. Examples of offensive materials include, but are not limited to, sexually, culturally or racially offensive materials; obscene, vulgar or profane materials (including sexually-explicit materials); inflammatory or abusive materials; and unlawful materials. If, while utilizing City's computers or Internet access, an employee encounters unsolicited materials which may violate this policy (such as "pop-up" advertisements or unsolicited email communications), the employee is should report the incident to his or her supervisor.

-
City computers and internet access shall not be utilized for unlawful purposes including, but not limited to, copyright infringement, libel, slander, fraud, plagiarism, forgery, impersonation, computer tampering, spreading of computer viruses, and harassment.

-
City computers and internet access shall not be utilized for any of the following activities:

-
- Commercial activities
- Religious causes
- Solicitations of any kind
- Gambling
- Dating
- Personal Social Networking
- Political activities
- Activities not directly related to assigned responsibilities
- Downloading files or software without approval from the IT Manager
- Activities which are disruptive of the City's mission or the performance of any employee's assigned responsibilities

-
All electronic information transmitted, received, accessed or contained on City computers or through the City's internet access is the property of the City of Holly Hill. Management shall have the right to view and monitor all internet and computer usage conducted using City computer equipment and/or the City's internet access, including e-mail communications, text and instant messaging. Documents generated from City computers will be saved and a record may be created to record the computer usage even where the user attempts to delete it. E-mail and internet usage, as well as all other computer records, will be inspected by management from time to time to ensure they are being used consistent with this policy. Employees do not have any expectation of privacy with respect to any of this information.

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Attachment: Red Line Rules & Regs (2309 : Adopt Update Personnel Rules and Regulations)

Employees who utilize City computers or internet access shall be deemed to consent to this policy. All employees are responsible for complying with the terms of this policy. Employees who fail to abide by the terms of this policy are subject to disciplinary action, up to and including dismissal from employment.

The City recognizes employees may send and receive limited amounts of personal e-mail to or from their City-supplied computer. So long as such use does not violate the prohibitions discussed above, limited use which does not interfere with the employee's performance of their duties will not, standing alone, give rise to discipline.

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Communication Device Policy

-

The City will issue a communication and/or tablet device for work-related communications during the workday. To protect the employee from incurring a tax liability for the personal use of this equipment, such devices are to be used for business purposes only. In extenuating situations, you may use the City device for personal business.

Personal devices may be carried by staff during the workday, but use must be kept at a minimum, and never at times and places that would endanger the employee, the public, or City equipment.

Employees may not add or delete any application without direct instruction from the IT Department, nor alter settings (GPS tracking, etc....) on the device which decreases the ability of the City to communicate with the employee, or collect operational data.

Employees in possession of City communication equipment are expected to protect the equipment from loss, damage or theft. Equipment should remain within the provided case for protection. Report any loss, damage or theft immediately to your supervisor. Should repeated incidents occur, employees are subject to disciplinary action, up to and including dismissal from employment. Upon resignation or termination, or at any time upon request, the employee will be asked to produce the device for return or inspection. Employees unable to present the device in good working order within the time period requested, may be expected to bear the cost of a replacement.

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1.7 INTERNET USAGE

A. Purpose: The purpose of this policy is to outline expectations of employees with respect to their use of social media and social networking and the direct effect such use has upon the reputation, perception, good order and discipline of the City of Holly Hill hereunto referred to as "City".

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B. Policy: Employees shall not use any form of social media or social networking, including Facebook, MySpace, LinkedIn, Usenet groups, online forums, message boards or bulletin boards, blogs and other similarly developed formats, in any way so as to tarnish the City's reputation and standing in the community. Employees are embodiments of this City's mission. As such it is vital that employees constantly strive to maintain the public's trust and confidence, not only in their professional actions, but also in their personal and online actions.

Any online activity that has the effect of diminishing the public's trust and confidence in the City will hinder the efforts of the City to fulfill our mission. Any online action by any employee that detracts from the mission of the City, or reflects negatively on an employee's position, will be viewed as a direct violation of this policy.

C. Definitions:

1. The Following Definitions Apply:

a. Social Media: a variety of online sources that allow people to communicate, share information and photographs, videos, audio, text and other multimedia files with others via some form of online or cellular network platform.

b. Social Networking: using such Internet or mobile formats as Facebook, MySpace, Twitter, LinkedIn, Usenet groups, message boards and bulletin boards, blogs, and other similarly developed formats, to communicate with others using the same groups while also networking with other users based upon similar interests, geographical location, skills, occupations, ideology, beliefs, etc.

c. Mobile Social Networking: social networking using a cellular telephone or other mobile device.

d. Internet: a computer network consisting of a worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.

e. World Wide Web: computer network consisting of a collection of Internet sites that offer text and graphics and sound and animation resources through the hypertext transfer protocol.

f. Blog: a series of entries, written by either one or more persons or groups, in an online journal, usually posted in chronological order. Blogs can allow comments on entries or not and are frequently associated with news outlets, magazine articles, and other similar content.

g. Blogging: to read, write or edit a shared online journal or blog. Blogging can also encompass the act of commenting on, or engaging others who comment on, any blog, including one operated by a third party.

h. Post: an item inserted to a blog or an entry to any type of computerized bulletin board, blog, or forum.

i. Posting: the act of creating, uploading, editing, or adding to any social media outlet, bulletin board, blog, or forum. This includes any text, photographs, audio, video, or any other multimedia file.

j. Forum: an online discussion site.

k. Comments: responses to a blog post, news article, social media entry, social networking post, or any other online media.

l. Commenting: the act of creating and posting a response to a blog, post, news article, social media entry or other social networking post. Commenting can also entail the act of posting an original composition to an unrelated post or article.

m. Avatar: a computer user's representation of him/herself, or an alter ego.

n. Identity: on online identity, Internet identity or Internet persona that a social networking user establishes. This can be a real name, an alias, a pseudonym or a creative description.

o. Handle: the name of one's online identity that is used most frequently. It can also be the name of one's Twitter identity.

p. User Name: the name provided by the participant during the registration process associated with a Web site or account that will be displayed publically on the site or account.

2. Rules and Regulations:

A. Employees are prohibited from using department computers or cellular telephones/devices for any unauthorized purpose, including participation in social networking or social media.

B. Employees are prohibited from using or accessing any social media or social networking platform while on-duty, unless permission is granted for investigative or public information purposes.

C. Unless granted explicit permission by their immediate supervisor, employees of this City are prohibited from posting any of the following on any social networking or social media platform, either on their own sites, the sites of others known to them, the sites of others unknown to them, news media pages, or other information exchange forums:

- 1) Any text, photograph, audio, video, or any other multimedia file related to any investigation, both current and past, of this City.
- 2) Any text, photograph, audio, video, or any other multimedia file relating to any current or former action or operation of this City, either in homage or critique.
- 3) Logos, badges, seals, uniforms, vehicles, equipment, or any item or symbol associated with this City.
- 4) Any item, symbol, wording, number, likeness or material that is identifiable to this City.
- 5) Any text, photograph, audio, video, or any other multimedia file that is related to any occurrence within or involving this City.

D. Employees who choose to maintain or participate in social networking or social media platforms while off duty shall conduct themselves with professionalism and in such a manner that will not reflect negatively upon the City or its mission. In the course of operating or participating in such venues, the following rules shall apply:

Employees will be held responsible for the content that appears on their maintained social networking or social media sites and will be obligated to remove any posting or material contributed by others that identifies the employee as an employee of this department.

Employees will be held responsible for the content that appears on their maintained social networking or social media sites and will be obligated to remove any posting or material contributed by themselves or others that reflects negatively upon the department, any of its employees, supervisors, or operations.

Sexually graphic or explicit material of any kind shall not be posted by an employee on any form of social networking/social media platform or Internet site.

Sexually graphic or explicit material posted by others to a employee's social networking or social media sites shall be immediately removed by the employee.

Any department issued or personally owned weapon, firearm, or equipment shall not be displayed or referenced to, in any multimedia format on social media or social networking sites if such display or depiction promotes or glorifies violence in any form.

Any text, photograph, audio, video or any other multimedia file included on a social networking or social media site that infers, implies, states, opines, or otherwise expresses a employee's views regarding the legal, judicial, or criminal justice system, or any organization or officer thereof, shall not, in any way, undermine the public's trust and confidence in the employee or this City.

Any posting that detracts from the department's mission, or the good order and discipline of the City or any employee thereof will be considered a direct violation of this policy.

E. Unless serving as an explicitly permitted tool of public information or community outreach, no employee shall use their rank and/or title in any social media or social networking activity, including inclusion of said rank and/or title into the employee's online identity or avatar.

F. Employees who are brought under administrative or internal investigation related to their performance, functionality or duties may be ordered to provide the City, or any designated investigator, with access to the social media or social networking platforms to which they participate or maintain.

G. Employees who are brought under administrative or internal investigation related to City operations, policy, general order, or citizen/departmental complaint may be ordered to provide the department, or its designated investigator, with access to the social media and social networking platforms in which they participate or maintain.

H. If requested, any employee shall complete an affidavit attesting to all social networking and social media platforms in which they have in the past or currently participate in or maintain.

I. Any employee who posts, maintains, or otherwise displays images, text, photographs, videos, audio, or other multimedia files which contain racist, pornographic, or patently offensive content will be subject to immediate disciplinary action – up to and including termination of their employment with this City.

J. Any employee who posts, maintains, releases or otherwise displays or causes to be displayed any confidential, secret, or protected information related to any investigation, report, operation, or official action of this City shall be subject to immediate disciplinary action – up to and including termination of their employment and possible criminal prosecution.

~~K. Any employee who willfully and maliciously posts or causes to be released any intentionally false and misleading information on any social media or social networking platform maintained by this City or the City of Holly Hill for the purpose of community outreach and public information will be subject to immediate disciplinary action.~~

POLICY

~~NOTE: A SEPARATE POLICY WHICH DESCRIBES THE CITY'S POLICY YC AND PROCEDURES FOR~~

~~EMAIL~~

~~INTERNET~~

~~SOCIAL MEDIA~~

~~CELL PHONE USE~~

~~CELL PHONE ALLOWANCE~~

~~ETC. OTHER??~~

~~NEEDS TO BE INSERTED HERE OR ADDRESSED IN ANOTHER MANUAL IN ORDER TO DISSEMINATE EXPECTATIONS REGARDING THESE MATTERS.~~

~~Certain employees will be granted authorized access to the "Internet" to perform research and obtain information related to assigned job functions. All other employees shall not use the "Internet" without first obtaining permission from their Department Head.~~

PROCEDURE

~~The use of the "Internet" applications on City computer systems is limited to the retrieval or viewing of appropriate information. The retrieval or viewing of inappropriate information includes, but is not limited to, material with sexual content or nudity, and material that might be offensive based on race, religion, age, gender, national origin, handicap, marital status, or sexual orientation.~~

~~City employees may not use the "Internet" to download computer applications to be run on City-owned computers or any City computer network. A City employee desiring software to be downloaded will forward the request to the IT Manager for approval and proper screening for computer viruses. If approved, the IT Manager will perform the download and make the file or program available to the requesting party. The downloading of Copyrighted material is illegal.~~

~~A City employee shall not subscribe to E-Mail mailing groups that do not directly relate to job functions.~~

~~Employees that have personal "Internet" home pages shall not use photographs or other material depicting City uniforms, logos, vehicles, etc. Personal home pages shall be clearly identifiable as personal home pages, and shall not contain any images or language representative of City-endorsed material.~~

~~Internet usage will be logged by the server and the log files will be reviewed on a regular basis to determine usage and material viewed.~~

1.8 ELECTRONIC MAIL (E-MAIL)

POLICY

~~Certain employees with authorized access to e-mail may send and receive e-mail. Authorized e-mail sent and received from individual personal computers must follow the same record retention as City servers and mainframe computers. If the personal computer user does not have storage space to follow the required archive procedures, hard copy must be retained according to the law that applies to the records. Certain personnel records, police records and fire records have special requirements. If the records do not have special requirements, they must be archived as follows:~~

~~"The Public Records Act, codified as Chapter 119 of the Florida Statutes, mandates the retention of and public access to records. Chapter 257 establishes the State's records management and archives program under the direction of the Division of Library and Information Services in the Department of State. The State has determined that machine-readable records must meet the same retention and access requirements as paper records. Many e-mail messages are administrative Support Records, as defined in the State General~~

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~~Records Schedule for Local Government Agencies. The minimum retention period for such records is "three fiscal years provided that the applicable audits have been released."~~

PROCEDURE:

~~Sending e-mail messages is a very powerful tool, and shall be governed by certain guidelines pertaining to purpose, brevity and content. All e-mail messages sent or received via City of Holly Hill computer/system/networks are open to examination by City officials, their authorized representatives and the public (as required by State Statutes). No promise of privacy, direct or implied exists.~~

~~Communications of a personal nature, such as items for sale or lost or found, may be sent; however, no work/office telephone number(s) shall be included in the message. All contact shall be directed to a home telephone number.~~

~~Pursuant to the City's Personnel Rules and Regulations, all employees have the right to work in an environment free of any harassment. No e-mail messages are to be sent that include any form of reference that may be considered harassment based on race, religion, age, sex, national origin, handicap or marital status.~~

~~The City's e-mail system will also include an automatic feature to archive all messages to an archive account and moved to storage media and stored for three (3) years.~~

~~As noted above, the Public Records Act mandates public access to City records. All public records requests for copies of e-mail messages must be directed to the City Clerk's office. The City Clerk shall be responsible for coordinating the fulfillment of the request and for sanitizing the e-mails to remove any statutorily protected information. Private e-mails are not considered City records and are discouraged by the City.~~

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1.9 — CELLULAR TELEPHONES

~~Excessive personal calls during the work day, regardless of the phone use, can interfere with employee productivity and be distracting to others. During working hours, personal cellular telephones are to be turned off, if they are in your possession at work.~~

Intent:

Cellular telephones provide the employees with the ability to perform the functions of their duties in a much more efficient manner. Therefore, management requires certain employees, positions or shifts to be equipped with cellular phones.

Use of Cellular Phones:

Cellular phones are issued for the purpose of conducting City business in an efficient manner, whenever practical employees should use alternative means of communication that would otherwise save the resources of the cellular phone service contracts. Prudent use of the City's resources is an integral part of our duties as employees.

Any misuse or negligent acts to City owned property may result in disciplinary action up to and including discharge.

Procurement and Issuance:

The procurement of cellular phones, accessories and services shall be the direct responsibility of the department director. Every effort should be made to pool the resources and needs of all departments when procurement of cellular phones, services and plans are being considered.

Department directors will approve the cellular phone maximum monthly minutes required for each individual phone or employee. All employees will be monitored.

~~Employees whose job responsibilities include regular or occasional driving and who are issued a cellular phone for business use are expected to refrain from using their phone while driving. Regardless of the circumstances, excluding slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option; employees are expected to keep the call short and use hands-free options if available. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.~~

~~Cellular transmissions may not be secure, and employees should use discretion when relaying confidential information.~~

Revised 8/07

1.9 — CELLULAR DEVICE POLICY

PURPOSE

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~~To provide a policy governing the use of cellular devices by employees of the City of Holly Hill and to provide stipend guidelines and criteria, and conditions of business use of both personally owned and City owned cellular devices.~~

~~As a general rule, the City of Holly Hill shall own and provide cellular devices and services to its employees when proven to provide a more efficient and effective operation. The exception to this rule is employees who personally own their own cellular device and receive a stipend for voice/data services to compensate for business use of the device.~~

~~The IT Department is responsible for managing the City's cellular device policy. IT will review all requests for new or additional services and provide the most efficient and reliable solutions/recommendations for those communications needs.~~

~~Department Heads shall be responsible for oversight of employee cellular usage and shall monitor and review such usage quarterly to ensure that use is appropriate and that prudent fiscal management guidelines are followed. This quarterly review shall include an assessment of authorized employee's continued need to use cellular devices for City business purposes.~~

CELLULAR PLANS

~~The City, through the IT Department, will own and retain a certain number of cellular devices for City business purposes.~~

~~In these instances where the City is providing devices for use by City employees, employee use of City owned cellular devices is limited to official City of Holly Hill business only. There shall be no personal use of City cellular devices (incoming or outgoing) except in response to a family emergency, and even under these circumstances, only when it is impossible or unreasonable to use another phone. Use of the cellular device to notify a family member of an unforeseen work schedule change is considered an appropriate business use.~~

~~In the rare circumstance in which an employee must use a City owned cellular device to place or receive a personal call, the employee must reimburse the City for that call. The reimbursement shall be made at the City's current per minute overage rate and shall occur within 30 days after the department receives its cellular invoice. On a quarterly basis, IT will provide to randomly select employees, who carry City issues cell phones, a copy of their invoices to be reviewed for any personal calls made or received or to certify that there was no personal use for that invoice term. Payment will be made in accordance to current City Finance policies.~~

~~With approval from their department head, an employee may be issued a cellular device with data services. Data services (internet, e mail, text and instant messaging, etc.) are for official City use only. Personal use of data services on a City owned device is prohibited.~~

~~Each City owned cellular device will receive minutes from the City's pool that is shared by all City cellular users. The minutes in the plan are the property of the City of Holly Hill and shall not be utilized for personal benefit.~~

STIPEND

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All employees are provided with a City email account and are required to log in at least once each week in order to read notices and important information necessary to the conduct of the City's business.

Hourly personnel may NOT access the City's email system during non-working hours.

All emails are subject to Records Requests under Florida's Sunshine Laws.

Computer, email and internet usage

Company employees are expected to use the Internet responsibly and productively. Internet access is limited to job related activities only and personal use is not permitted

Job related activities include research and educational tasks that may be found via the Internet that would help in an employee's role

All Internet data that is composed, transmitted and/or received by the City of Holly Hill's computer systems is considered to belong to the City of Holly Hill and is recognized as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties

The equipment, services and technology used to access the Internet are the property of the City of Holly Hill and the company reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections

Emails sent via the company email system should not contain content that is deemed to be offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images

All sites and downloads may be monitored and/or blocked by the City of Holly Hill if they are deemed to be harmful and/or not productive to business

The installation of software such as instant messaging technology is strictly prohibited

Unacceptable use of the internet by employees includes, but is not limited to:

Sending or posting discriminatory, harassing, or threatening messages or images on the Internet or via the City of Holly Hill's email service

Using computers to perpetrate any form of fraud, and/or software, film or music piracy

Stealing, using, or disclosing someone else's password without authorization

Downloading, copying or pirating software and electronic files that are copyrighted or without authorization

Sharing confidential material, trade secrets, or proprietary information outside of the organization

Hacking into unauthorized websites

Sending or posting information that is defamatory to the company, its products/services, colleagues and/or customers

Introducing malicious software onto the company network and/or jeopardizing the security of the organization's electronic communications systems

Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities

Passing off personal views as representing those of the organization

If an employee is unsure about what constituted acceptable Internet usage, then he/she should ask his/her supervisor for further guidance and clarification

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All terms and conditions as stated in this document are applicable to all users of the City of Holly Hill network and Internet connections. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary actions deemed appropriate by the City of Holly Hill.

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~~1.109~~ SOCIAL SECURITY COLLECTION POLICY

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Effective October 1, 2007, the Florida Legislature adopted new requirements relating to the collection and dissemination of Social Security numbers by all agencies in Florida. As an “agency” as defined under Chapter 119, Florida Statutes, the City of Holly Hill adopts this policy.

In Section 119.071(5), Florida Statutes, the Legislature acknowledges that the Social Security number was never intended to be used for business purposes but was intended to be used solely for administration of the federal Social Security system. Social Security numbers are now used extensively for identity verification purposes and other related purposes. Recognizing that Social Security numbers can be used as a tool to perpetuate fraud, the Legislature adopted the following new requirements:

- An agency may not collect an individual’s Social Security number unless the agency has stated in writing the purpose for its collection.
- Social Security numbers collected by an agency may not be used by the agency for any purpose other than the purpose provided in the written statement;
- An agency collecting an individual’s Social Security number is in compliance with Section 119.071(5), Florida Statutes; and
- Each agency shall certify to the President of the Senate and the Speaker of the House of Representatives its compliance with these requirements no later than January 31, 2008.

1. Written Statements on the Collection of Social Security Numbers

The City of Holly Hill collects social security numbers for the following purposes: income reporting, payroll verification, group benefit and pension processing, employee background checks, drug screen test identification and employment related medical examinations, classification of accounts; identification and verification; credit worthiness; billing and payments; data collection; reconciliation and tracking.

2. Public Records Request of Social Security Number by Commercial Entities

Section 119.071(5), Florida Statutes, provides a process whereby a “commercial entity” engaged in performance of a “commercial activity” may access Social Security numbers through a public records request under specified conditions. The statutes provides definitions of “commercial entity” and “commercial activity” and provides a list of requirements the commercial entity must

meet in order to access Social Security numbers. A commercial entity must submit a written request for the Social Security numbers and:

- Verify the written request under penalties of perjury as provided in Section 92.525, Florida Statutes;
- The written request must be legibly signed by an authorized officer, employee, or agent of the commercial entity;
- The written request must contain the commercial entity's name, business mailing and location addresses, and business telephone number; and
- The written request must contain a statement of the specific purpose for which the commercial entity needs the Social Security numbers and how the Social Security numbers will be used in the performance of a commercial activity.

An agency may request any other information reasonable necessary to verify the identity of a commercial entity requesting the Social Security numbers and the specific purposes for which the numbers will be used. Any person who makes a false representation in order to obtain a Social Security number commits a third degree felony. Any public officer who violates these provisions on providing Social Security numbers to commercial entities commits a non-criminal infraction, punishable by a fine not exceeding \$500 per violation.

Every agency must file a report with the Executive Office of the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1 of each year. This report must identify all commercial entities that have requested Social Security numbers. If no disclosure requests were made, the agency shall so indicate on the report.

Effective 2/12/08

SECTION 2 ~~PERSONNEL OFFICER~~ HUMAN RESOURCES

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2.1 ~~HUMAN RESOURCES MANAGER~~ — ~~PERSONNEL OFFICER~~

It shall be the responsibility of the City Manager, or the City Manager's designee, to direct the administration of the personnel policies set by City Commission through ordinances, or resolution to maintain the personnel file of all employees ~~, and together with the Civil Service Board to~~ insure compliance with applicable federal and state personnel laws.

~~To assist the City Manager in this responsibility, the City Commission will appoint a Personnel Officer. The duties of the Human Resources Office Personnel Officer shall be:~~

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- ~~■ Provide liaison between the Civil Service Board and the City Commission in personnel matters.~~
- ~~■ Perform such other related duties as may be required by the City Commission or Civil Service Board.~~

■ To be addressed after Charter Review

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SECTION 3 EMPLOYMENT STATUS AND JOB CLASSIFICATIONS~~/DESCRIPTIONS~~

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3.1 GENERAL STATEMENT

Job classifications and job descriptions are established and maintained by the Human Resources Department with the approval of the City Manager.

Written job descriptions are developed, maintained and continually reviewed for all City positions. They are utilized as the basis for establishing the minimum recruitment qualifications for attracting candidates for employment. These include, but are not limited to, a description of the position function, characteristics of work performed, examples of work and minimum qualifications. Specifications are designed to be descriptive and explanatory of the types of work generally performed, but are not necessarily inclusive of all duties that may be assigned from time to time.

The City may change job descriptions from time to time to expand, reduce or clarify the job dimensions and/or responsibilities of any classification. The City will attempt to provide employees with as much advance notice of any change as practicable.

Each City department maintains a copy of current job descriptions for authorized job classifications assigned to that department.

All job descriptions are intended to be only generally descriptive of a classification's qualifications and duties, and not exhaustive statements of such qualifications and duties. The City reserves the right to assign, change, or delete specific job duties, or add, amend or delete specific qualifications. The City may also from time to time assign employees additional duties without the necessity of formally amending the job description.

City representatives are not authorized to modify this policy or to enter into any agreement, oral or written, contrary to this policy. City personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the City which are not consistent with City policy. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the at-will nature of management position employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in this manual or any other employee handbooks, employment applications, recruiting materials, or memoranda provided to applicants or employees in connection with their employment.

None of these or other documents, alone or when combined, can create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment. Similarly, City policies and procedures with respect to any matter are not to be considered as creating any contractual

obligation on the City's part or as providing in any way that termination will occur only for "just cause". Statements of specific grounds for termination set forth in this manual or in any other City documents are examples only, not all-inclusive lists, and are not intended to restrict the City's right to terminate management employees.

Revised as of 9/5/2018

3.3 MANAGEMENT RIGHTS

- ~~— The City retains the sole right to exercise all managerial functions including, but not limited to, the right:~~
 - ~~— To determine and change work hours;~~
 - ~~— To transfer employees within departments or into other departments and classifications;~~
 - ~~— To determine and change the size and qualifications of the work force;~~
 - ~~— To determine and change methods by which operations are carried out;~~
 - ~~— To determine and define proper dress codes for their work areas;~~
 - ~~— To determine and change the nature, location, services rendered and continued operation of the City;~~
 - ~~— To assign duties to employees in accordance with the City's needs and requirements and to carry out all ordinary administrative and management functions;~~
 - ~~— To assign, supervise, discipline and dismiss employees;~~
 - ~~— To establish, modify, combine, abolish or create jobs; and~~
 - ~~— Make alter or eliminate work policies, practices and rules of conduct.~~
- ~~— Should an employee have a question about job working conditions or the manner in which a particular rule or procedure has been applied; or if any employee does not fully understand the reason behind any action, the City encourages the employee to:~~
 - ~~— To discuss the problem with the immediate supervisor;~~
 - ~~— To further discuss such concerns with the next individual in the appropriate line of supervision if the employee is unable to resolve concerns with the supervisor.~~
- ~~— Any employee exercising the right to discuss a concern under this section with a management employee above his/her immediate supervisor, after having discussed the concern with the immediate supervisor, will not be discriminated or retaliated against in any way.~~

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3.42 EMPLOYMENT CLASSIFICATIONS CLASSIFIED SERVICE

Original Employment

Initial employment status in City service as either a full time or part time employee falls into one of the following categories:

Regular positions are those, which are permanently budgeted and authorized with approved durations of six (6) months or longer. Persons employed to fill these positions on a full time or part time basis shall be deemed permanent employees after satisfactory completion of a probationary period. An employee filling a permanent position is not guaranteed continued employment.

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Temporary Employment

~~A temporary position is one that is not permanently budgeted and cannot exceed six (6) months in duration. A seasonal or intermittent temporary position may be authorized with the approval of the City Manager. A temporary employee may be hired to fill a regularly budgeted position when the employee normally assigned to the regular position is on an approved leave of absence.~~

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Continuous Service

~~Authorized leaves of absence, as provided by personnel policy, are not considered a break in continuous service, but do cause the employee to have that time deducted from the Adjusted Date of Employment.~~

~~All other separations are considered a break in continuous service and are effective at the end of the employee's regular shift or scheduled workday on the last day of work.~~

Regular employment positions within the City shall be classified in accordance with federal and state laws. The City **Manager** may supplement the regular work force with seasonal employees, or other forms of flexible staffing when needed, due to peak work load, employee absences or other situations.

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Employees hired into ~~regular service~~full time positions must serve a probationary period. During this period employees are subject to dismissal for just cause, no cause, or any cause. Upon successful completion of the probationary period, such employees shall continue in regular service status in said position.

DEFINITIONS:

Regular Full-time Positions are approved in the budget, are assigned a position code and work at least 40 hours per week except employee assigned to shifts that may result in non-uniform work weeks.

Regular Part-time positions are approved in the budget, are assigned a position code but work ~~less than 30 hours per week, and less than 130 hours per month.~~~~less than 40 hours per week.~~

Seasonal Positions are those positions that supplement the regular work force, are permanent annually budgeted positions that are filled for less than six (6) consecutive months and less than 1040 hours per fiscal year.

Temporary Positions provide the ability to staff a position that is not continuously budgeted and will not be authorized for more than six (6) months, and/or requires work to be performed intermittently or on an as-needed basis, unless approved by the City Manager. The general terms and conditions of the specific Temporary Employment assignment are detailed in a Temporary Agreement Form, established and mutually endorsed by the hiring authority and the Temporary Employee, with the approval from the Human Resources Manager and the City Manager. Employees filling temporary positions do not receive benefits.

Temporary Emergency positions are established on a temporary basis as a result of a state of emergency as declared by the Governor due to a disaster caused by destructive storms, winds, floods, fires, earthquakes, freezes, or other similar emergencies.

Internships are either paid or unpaid assignments in which students spend time for the purpose of gaining experience and/or completing academic requirements. Internships are designed for students enrolled in an accredited educational or vocational program. Students must be completing coursework in an appropriate field of study as determined by the hiring department. Internships may be either full-time or part-time. Interns do not receive benefits except as required by law. Students must be enrolled in at least one class with the exception of summer semester(s) and other designated school breaks.

- a. Paid internships may not exceed the six (6) month limit placed upon positions of this type unless approved by the City Manager. Funds for these types of positions should be approved through the budget process but may also be approved by the City Manager. Ongoing budgeted/paid positions must meet FRS internship definitions as a Bona Fide intern (enrolled in a full-time status.

3.4 PROBATIONARY PERIOD

New or existing employees hired into ~~regular~~full time employment positions shall serve a probationary period of at least six (6) months. Employees who ~~move~~are promoted into a ~~regular~~full time employment position must serve a minimum of a six (6) months probationary period in the same manner as a new employee. Supervisors are to observe the performance of each probationary employee. Strengths and weaknesses in performance, attendance, conduct or behaviors are to be brought to the employee's attention.

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- a. Performance expectations should be prepared and reviewed with each employee hired into a new position within thirty (30) days from the date of hire, and a formal review at six (6) months, one (1) year and annually thereafter.
- b. One month prior to the end of the position's established probationary period, a written evaluation of an employee's performance must be completed. The evaluation is to include a recommendation as to whether the employee should continue in the position. The evaluation should be forwarded to the Department Head for comment/signature and then to Human Resources for inclusion in the employee's personnel file. A copy shall be provided to the employee.
- c. Employee's will be permitted to continue in their new positions if they are given ~~both~~ a satisfactory evaluation.
- d. If the employee's service is unsatisfactory ~~anytime~~ during their probationary period, or upon review prior to the end of their probationary period, employment may be terminated at the recommendation of ~~by~~ the Department Head and final approval of the City Manager.
- e. During this probationary period employees are employed "at will" and are subject to dismissal for just cause, no cause, or any cause.
- f. Under extenuating circumstances the Department Head may request that the

probationary period of the employee be extended for a period not to exceed three months and must be approved by the City Manager.

NOTE: check HH City Charter on item (d.) above does CM have authorization to do this?

3.3 NEW EMPLOYMENT

Newly hired employees entering the City work force are generally paid the minimum rate of the pay grade assigned to the job classification.

A newly hired employee may be hired above minimum salary for the job classification upon review by the Human Resources Director and approval by the City Manager.

3.4 PROBATIONARY PERIOD

All original and promotional appointments which shall also include voluntary transfers and involuntary transfers shall be on probation for a period of six months.

If the employee's service is unsatisfactory during the probationary period, the employee may be removed at anytime during or at the end of the probationary period by the Department Head and City Manager.

Probationary employees do not have access to the grievance policy.

3.53 ANNUAL PERFORMANCE EVALUATION

The Human Resources ~~Director~~ Manager shall ~~establish and~~ administer a program to evaluate the quality of each classified employee's work performance and work behavior. Written employee evaluations must be done on an annual basis on the employee's anniversary date.

A supervisor evaluates the work performance of each permanent full time ~~and permanent part time~~ employee who has completed an initial probationary period, then six (6) months following the end to the employee's probationary period and each year thereafter.

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Employee performance evaluations shall be used for, but not limited to, the following purposes:

- Documenting the supervisor's perception of the quality of each employee's work performance and work behavior.
 - Advising the employee of strengths and weaknesses of his/her performance and work behavior.
 - Providing the employee with the supervisor's recommendations and expectations for improvement.
 - Aiding supervisors in improving the effectiveness and efficiency of their operations.
 - Providing the employee with information on training, education and professional development that would increase the scope of their knowledge and/or provide a platform from which future opportunities within the City may become attainable.
 - Documenting the basis for employee promotion, counseling, demotion, or disciplinary action. However, the performance evaluation should not be used as the only reason for disciplinary action.
- Aiding in determining an employee's eligibility for any merit increase if applicable.

■—

When a performance evaluation has been finalized by the immediate supervisor and ~~and~~ reviewed by the department manager, ~~reviewed by HR, and and~~ City Manager, it shall then be discussed with the employee, who shall be asked to sign the evaluation acknowledging receipt and allowed to attach any comments the employee wishes to make. Written comments attached to a performance evaluation by the employee shall become a part of that evaluation. The employee may refuse to sign the evaluation, but signing the evaluation does not necessarily mean that the employee agrees with the final evaluation. The employee may note on the evaluation that they do not agree with the evaluation. Evaluations are not subject to the grievance process.

While supervisors will strive to make evaluations complete, evaluations are not intended to, and will not ~~to~~ be considered to, forgive substandard job performances or misconduct which is not specifically detailed in the evaluation, but which has been the subject of previous disciplinary reports, other documentation, or oral counseling.

If an employee receives an unsatisfactory rating in any category, the employee's unsatisfactory performance area must be re-evaluated again in three (3) months at which time they will be placed on a performance improvement plans. A letter or memorandum must be written by the supervisor (or rater) to document the improvement or lack of improvement in the rated area and submitted to the Human Resources Department. A lack of improvement in the unsatisfactory area of performance could result in disciplinary

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action.

Annual

A supervisor evaluates the work performance of each permanent, full-time ~~and permanent part-time~~ employee who has completed an initial probationary period, then six (6) months following the end of the employee's probationary period and each year thereafter.

All standards with regards to performance are identified in the current and approved Performance Evaluation Manual and are therefore ~~are~~ made a part of this document.

3.64 EMPLOYEE VOLUNTEERS

The City of Holly Hill believes that volunteers make a positive difference to our community. Volunteering is an activity where employees decide, freely and by choice to help achieve the City's goals without expectation of financial or other reward in-kind. Volunteers benefit through direct engagement with our citizens while building a bond with the community. We understand that individuals volunteer for many reasons and we value their contributions, commitment and participation. Their involvement compliments——
——add section to address volunteering for special
——events, etc. the work the City undertakes, but does not replace the work of paid staff members.

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RISK MANAGEMENT

City Volunteers are covered for work related injuries by our Workers Compensation Insurance. Volunteers are also covered by the ~~City's~~City's liability insurance policy.

SECTION 4 RECRUITMENT & SELECTION PROCESS

4.1 JOB VACANCIES

It is the policy of the City to be an equal opportunity employer and hire individuals best qualified for open positions. Through the selection and recruitment process, the City will build a diverse workforce that is successful in their endeavors.

In accordance with the Annual Budget and as position vacancies occur, requests to announce and fill job vacancies are initiated by the Department Head and submitted to the Human Resources ~~Director.~~ Manager.

~~Job vacancy announcements specify the job title, salary range, minimum qualifications, and any special requirements of the position.~~

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~~All job vacancies shall be posted for a period of seven (7) working days. During this period, any full time, permanent employee or part time, permanent employee may apply, as well as any outside applicant and probationary employees~~

~~Vacancies can be re-advertised or extended to seven (7) days periods if there are no qualified applicants who applied during the initial recruitment period.~~

~~Difficult to recruit for positions will be open until filled and will not need to comply with the seven day posting notice.~~

~~Typically job vacancies are posted for seven (7) working days. At the discretion of the Human Resources Manager, any Typically positions are may be recruited as Open Until Filled, with a "Review By" date no earlier than seven (7) ten (10) days following the date of the job posting announcement~~

~~If a position is encumbered for three (3) months or less, the position does not need to be re-advertised. The position can be filled from the previous applicant pool.~~

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~~The Department Head may give first consideration to individuals currently employed with the City of Holly Hill. This does not preclude selection of external applicants for any job vacancy. If qualified, the Human Resources Director will notify employees on the retention list. The laid-off employee will have five (5) days from the receipt of the letter, to apply for the vacancy.~~

~~The Human Resources Department is responsible for advertisements in various publications and web sites to attract a qualified and diverse pool of applicants for vacant positions.~~

~~A job vacancy announcement may be postponed or cancelled as requested by the Department Head or City Manager. In this event, applicants will be notified.~~

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~~The Human Resources Director is responsible for the implementation and scoring of any~~

~~employment examination. Further, the Human Resources Director is responsible for the initial screening of all applicants/employees and may reject an applicant/employee if:~~

- ~~■ minimum qualifications are not met~~
- ~~— the application was not received by the closing date~~

Applications and/or resumes are accepted ONLY for those positions for which the City is actively recruiting.

All position vacancies will be posted as Open Until Filled.

Human Resources is responsible for initial screening for all recruitments and forwards screening and applications/resumes to the hiring manager.

Human Resources is responsible for notifying all non-selected candidates of the status of their application.

All offers of employment will be coordinated with Human Resources to ensure accomplishment of pre-employment testing, background and reference checks.

The City Manager may authorize the dual encumbrance of a position at his/her discretion in support of the business needs of the City through transition of new personnel into the role of an employee leaving City service.

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4.2 VETERANS PREFERENCE

Per ~~Chapter 55A-7 of the~~ Florida Statutes, it is the policy of the State of Florida to give preference to eligible veterans and spouses of veterans in appointment and retention, reinstatement and promotion in positions of public employment. As a political subdivision, the City of Holly Hill applies this policy in employment. Documentation must be submitted at time of application.

4.3 MEDICAL EXAMINATIONS

Pre-employment

~~The City requires pre-employment medical examinations for all prospective employees.~~

- ~~■ All medical examinations include a urinalysis for detection of controlled substances.~~
- ~~■ Position requirements may necessitate that medical examinations include an EKG (electrocardiogram), back and chest x rays, hepatitis and/or other diagnostic, psychological, or medical tests.~~
- ~~■ If an employee terminates and is reinstated within a three (3) month time frame, a physical examination will not be required, but the applicant will be subject to a drug screen.~~

Confidentiality

~~Medical examination results are confidential and are not part of an employee's personnel file.~~

Re-examinations

~~The Department Head and Human Resources Director may request periodic medical and/or psychological re-examination of employees during employment in certain positions. Re-examinations are provided to determine an employee's physical and psychological fitness to adequately and safely perform assigned duties and responsibilities. Refusal to submit to such examinations is grounds for termination. The City reserves the right to specify the physician(s) to whom the employee will be referred.~~

Costs

~~The City of Holly Hill will absorb expenses incurred as a result of any re-examinations.~~

(CBC)

It is the policy of the City that applicants to whom a conditional offer of employment has been extended may be required to submit to medical tests or examination. In addition to current employees, to the extent permitted by applicable federal or state law, may also be required to submit to medical (including psychological) tests or evaluations.

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- Successful candidates for employmentsworn police and fire positions maywill be required as a condition of employment to pass a medical examination to establish both their fitness to perform the job for which they have applied and their fitness to do so without endangering the health and safety of themselves or others. If it is determined that an examination is appropriate to a particular position, all applicants for the job who received a conditional offer of employment are to be examined.

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Employees may be required to have a medical/psychological examination on other occasions when the examination is job-related and consistent with business necessity or as required by applicable federal, state or local law. Such occasions may arise when there is the potential for expose to toxic or unhealthy situations, when the employee is being considered for transfer or promotion, or when there is a question concerning the employee's ability to perform the duties of the job they are being considered for.

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- Employees are encouraged, but not required, to have physical examinations periodically during their employment and to participate in wellness programs
- Medical examinations required by the City will be paid for by the City and performed by a designated health care practitioner or licensed medical facility. Examinations paid for by the City are the property of the City and are to be treated as confidential and held in separate medical files. Records of specific examinations, as required by law or regulation or required by appropriate business practice, will be made available to the employee, persons designated and authorized by the employee, or other agencies or persons as allowed by law.
- Employees who need to use prescribed drugs while at work, when such use may impair their ability to perform their job safely and effectively, must report this requirement to their immediate supervisor. Depending on the circumstances, employees may be reassigned, restricted from performing certain tasks, or even prevented from working if they are judged not able to perform their jobs safely and properly while taking prescribed drugs.
- The City reserves the right to require any employee who is returning to work from an absence due to an injury or illness to report to Human Resources and provide a health care provider's certification of the employee's ability to return to work before the employee is released to duty.

4.4 REFERENCE CHECKS

The Human Resources Department is solely responsible for responding to inquiries concerning current and former employees. The Human Resources Department will only provide information about current or former employees, which can be disclosed in accordance with Florida Law.

Each department which receives a request for an employment reference or recommendation concerning a former or current employee shall forward the request to the Human Resources Department for response. The Human Resources Department, will not comment upon its perception of the current or former employee but will only verify dates of employment, rates of pay and positions held.

The hiring department may elicit reference check information concerning prospective employees provided it is accomplished objectively.

4.5 NEPOTISM

~~In compliance with Chapter 112, Chapter 112.3135, Florida Statutes, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official. It is the policy of the City of Holly Hill that no employee shall be hired to work under the direct supervision of a relative as defined below except in accordance with the terms of this subsection.~~

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~~If two employees change their family relationship by marriage, co habitation, dating, adoption, or other means so as to come in conflict with these prohibitions, one of them shall be transferred to a different department if possible, voluntarily reduced in range to a sufficient level such that neither party is in a direct supervisory role, or separated from the City service.~~

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~~"Public official" means an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion or advancement in connection with employment in an agency.~~

~~"Relative" for this purpose means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.~~

~~The relative of an official or an employee shall be defined as the following relationship: parent, child, sibling, spouse, uncle, aunt, first cousin, nephew, niece, parent in law, child in law, sibling in law, step parent, step sibling, or half sibling or residing in the same household. If related employees are eligible for promotion, advancement, or a raise in pay or status, other than cost of living increases, the Human Resources Director shall make an evaluation of the proposed change and report to the City Manager for a determination before any change takes place.~~

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~~The policies of this section shall be guided by the provisions of Florida Statute 112.3135. Such provisions preclude the appointment, promotion, or advancement, of a City employee in or to a position in the City by an elected official.~~

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~~Whenever a transfer is required by the operation of this part, the City will, in its sole discretion, determine which employee will be transferred according to the needs and best interest of the City.~~

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~~If two employees change their family relationship by marriage, co habitation, dating, adoption, or other means so as to come in conflict with these prohibitions, one of them~~

shall be transferred to a different department if possible, voluntarily reduced in range to a sufficient level such that neither party is in a direct supervisory role, or separated from the City service.

It is the policy of the City no two related employees shall work together on the same team or workgroup.

Revised 8/07

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SECTION 5 TERMINATION OF EMPLOYMENT

5.1 RESIGNATION WITH NOTICE

-A resignation with notice is defined as a written notice by the employee provided to the supervisor which includes the reason for resignation at least two weeks prior to the departure date. It is preferred ~~required~~ that department heads and division heads provide at least a four week written notice prior to departure date.

The City Manager can negotiate a lesser period of notice or waive the requirement for notice at his discretion for the betterment of the organization.

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5.2 RESIGNATION WITHOUT NOTICE

 A resignation without notice is defined as any notice by the employee written or orally provided to the supervisor that is less than two weeks from the employee's departure date.

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5.3 RETIREMENT

A notice of retirement is defined as the employee's eligibility to retire under the qualifications of an early, -normal retirement or disability retirement under the guidelines of the pension plan. A written notice must be provided to the supervisor at least two weeks prior to retiring.

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5.4 DISCHARGE

A discharge is the employer's action to terminate the employment of an employee due to a violation of a city policy or unsatisfactory performance.

a). Failing to successfully complete a Probationary Period: type of discharge

 -resulting from unsatisfactorily
 completing the probationary period (length of
 probationary period as dictated
 by union contract).

b). Abandonment of Position: type of discharge resulting from an employee's voluntary absence from the job without approved leave for two (2)

consecutive working days, without intention to return is deemed to be an unwritten resignation.

Employees terminated for cause are ineligible for rehire for two years following their termination. Exceptions must be approved by the City Manager.

5.5 TEMPORARY POSITION ENDED

A temporary position is ended by the employer when the position is no longer needed and is usually established for a specific time frame.

5.6 LAY OFF

Employees may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the elimination of a position or changes in job duties or organizational structure, or for any other reason deemed necessary by the City Manager.

In the event the City Manager determines that a reduction in the work force is necessary, several factors will be taken into consideration to determine which employees will be affected.

The order of such layoffs in most cases will be based on a combination of employee's ability to perform the required work, the employees' performance evaluations for the past three (3) years and length of service with the City. The City's Equal Employment Opportunity Policy and Veteran's Preference will be considered in the determination of layoffs.

Severance pay may be authorized by the Commission. If approved it will be paid according to the following schedule:

<u>Length of Service</u>	<u>Amount of Severance</u>
<u>Less than 6 months</u>	<u>None</u>
<u>6 months to 3 years</u>	<u>One (1) week regular pay</u>
<u>4 years to 6 years</u>	<u>Two (2) weeks regular pay</u>
<u>7 years to 9 years</u>	<u>Three (3) weeks regular pay</u>
<u>10 years or more</u>	<u>Four (4) weeks regular pay</u>

The decision to lay off employees shall not be grievable, appealed in accordance with the grievance procedure as outlined in these rules and regulations.

Discrimination against any employee in the layoff process on the basis of race, color, gender, national origin, sex, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws.

Discrimination against any employee in the layoff process because of race, color, religion, gender, sex, age, national origin, political affiliation, disability, marital status or genetic information shall be prohibited.

The Human Resources Department may provide employees affected by a layoff with

transition support services for up to 90 days beyond the date of layoff.

~~The City Manager shall have the authority to lay off any employee(s) because of lack of funds, lack of work, or when there are insufficient funds or appropriations to meet salary requirements necessary to maintain existing personnel in any department. A reduction in the number of employees in a job classification shall be made by recommendation of the City Manager with the concurrence of the City Commission.~~

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~~The City Manager/designee shall give written notice to any employee being separated at least two weeks prior to the effective date contained in the notice. This notice shall be final and not subject to appeal.~~

5.7 RECALL

Names of employees laid off by the City will be maintained on a recall register for a period of eighteen (18) months. During this period, should an appropriate job become available, one in which the laid off employee has adequate job related skills; the former employee will be notified.

Following the notice, the employee would subsequently be treated like any new applicant applying for City employment. The employee on recall who is notified of a position opening will compete with other applicants for the position.

Should a laid off employee refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

5.8 DECEASED

The termination of employment due to the death of an employee.

~~Revised 8/07~~

SECTION 6 COMPENSATION

Revised 9/5/2018

6.1 PAY INCREASES

Employees ~~can~~ may receive a salary increase by means of across-the-board increase, cost of living, promotion, step increase, reclassification, pay range adjustments or salary adjustments based on market data.

Pay increase for non-union employees are provided annually based upon the average of pay increases, if any, provided to members of the collective bargaining agreements which cover union members or at the recommendation of the City Manager and approved by the City Commission.

6.2 PROMOTIONS

A promotion occurs when an employee is moved from a position in one class to another position in a different class that has a higher maximum salary.

The promoted employee may receive a salary increase to at least the minimum rate of the new pay range or five percent (5%) whichever is greater (or as dictated by union contract). An amount higher than minimum can be considered by the City Manager if the individual's experience, skills or qualifications merit a higher than minimum rate adjustment.

6.3 DEMOTIONS

If an employee is demoted to a lesser classification, the demotion shall include a reduction in pay. There are two types of demotions.

- Voluntary Demotions - at the employee's request to a position, which involves a reduction in classification level.

Voluntary demotions shall include a salary adjustment to the new pay range and may not exceed the maximum of that range. The percentage of adjustment shall equal the difference between the job classifications.

- ~~Involuntary Demotions - initiated by the City. The following requires further review/discussion.~~

~~Involuntary demotions may include a salary adjustment to the new pay range promotion or a reduction of 15% of gross wages whichever is the lessor amount (or as dictated by union contract) or a reduction equal to the wage increase received for the promotion. If the lessor amount is in excess of the new salary range, no additional adjustments will be made while the employee is outside of the pay range.~~

However, an employee shall not receive more than a 15% reduction in pay for

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Attachment: Red Line Rules & Regs (2309 : Adopt Update Personnel Rules and Regulations)

involuntary demotions during a 5 (five) year period regardless of the number of involuntary demotions. This does not include reductions in pay for voluntary demotions and demotions for just cause.

If an employee applies for a new position because his or her current position is being eliminated, such a transfer shall be deemed an involuntary transfer.

Demotions for Just Cause - Employees may be demoted for disciplinary reasons or when performance evaluations reflect below satisfactory ratings. The pay of the employee will be adjusted to the new range the employee is demoted into.

Demotions for just cause shall be in accordance with the City's rules and regulations and in accordance with Union contracts.

6.4 TRANSFERS

Employees transferred to a position in the same classification or to a different position with the same pay grade ~~should~~ are considered a lateral move and are not be eligible for an increase.

Employees transferred to another position in a lower classification or grade shall be handled in accordance with the rule established for Demotions.

6.5 RECLASSIFICATION/ORGANIZATIONAL CHANGES

When a position is reclassified to a higher class, adjustments to salary ~~should~~ will be handled in the same manner as a Promotion.

When a reclassification results in assignment to a lower class, adjustment ~~should~~ will be made in accordance with the rules for Demotion.

6.6 TRAINEE CATEGORY

~~In instances where recruitment efforts do not yield a candidate for selection, the Department Head may request the appointment as of a 'TRAINEE'. In such cases, the employee a candidate for hire whose background and experience most closely matches the knowledge, skills and abilities required of the position to be filled could be hired at a rate of five to ten percent (5%-10%) below the minimum salary, until the Trainee has met the minimum qualifications for the position.~~ satisfied.

This category is used to train people on-the-job who have the potential to do the work, but lack some of the skills or experience needed. The ~~normal-typical~~ time a person remains in a trainee category would be a minimum of six (6) months and a maximum of two (2) years or may be extended at the discretion of the City Manager. This time period would depend upon the skills or experience needed in individual cases.

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6.7 OVERTIME WORK

The typical work week for all full time employees shall be forty hours except for those positions assigned to shifts, i.e. Police, Fire and Utilities. The employment and work programs of each department should be scheduled to reduce or eliminate overtime work.

It is anticipated employees may be required to work when necessary to complete assignments or meet deadlines. Department Heads may schedule overtime or extra shifts when necessary. Employees are eligible to receive overtime compensation at the rate of one and one half times their regular rate of pay for all hours worked in excess of forty hours in one work week.

Employees are required to be present at their assigned work location for the total designated hours in their prescribed workweek unless their absence is authorized and documented by an approved leave request. All absences shall be properly recorded and charged to the employees leave record.

Employees in classifications exempt from overtime payment shall be compensated by a regular salary on the basis that extended workdays and/or workweeks may be required to accomplish the assignments of their positions. Such employees are expected to work whatever reasonable hours are necessary to complete assignments and successfully execute the duties and responsibilities of their position.

Job classifications are designed by the City as either exempt or non-exempt for overtime pay purposes in accordance with the Fair Labor Standards Act.

Unscheduled personal leave, sick leave, extended sick leave, bereavement, jury duty and leaves of absence are not considered as time worked to accumulate total weekly hours required to be eligible for premium overtime pay.

Non-exempt employees may shall not "work" while on sick leave, vacation or other paid leave. "Work" includes accessing the City's email system while on leave. — Better way to clarify? (REMOVE FROM THIS SECTION)

Department Heads, Managers and Supervisors shall ensure that No-no overtime will be worked, with the exception of a declared emergency, unless authorized in advance. by an appropriate supervisor, unless required by the circumstances of a City emergency.

Revised 9/5/2018

6.8 COMPENSATORY TIME

At the discretion of the Department Head, non-exempt employees (employees eligible for overtime) will be eligible to accumulate Compensatory Time in lieu of paid overtime up to a maximum of 24 hours or as dictated by union contract agreements. Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

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~~The accumulation of Compensatory Time will be monitored. If a Compensatory Time Earned form is received with the time sheet and takes the balance of accumulated Compensatory Time over the dictated limit of hours, all of that time on the card will be paid at the overtime rate.~~

At the Department Head's discretion, Unscheduled Comp Time, defined as Compensatory Time used when it is NOT scheduled in advance, may be utilized only for unforeseen situations such as a transportation problem that results in a late arrival for work, an emergency experienced by an employee's family member or other similar unforeseen matter. Employees abusing the use of Unscheduled Comp Time may be subject to disciplinary action.

6.99 _____ ACTING PAY

Purpose Statement

The City recognizes its responsibility to reasonably compensate employees. Acting pay status may be granted to employees temporarily assuming the full responsibilities of a higher pay grade.

Classified Service Employees

Acting pay status may occur for permanent full time employees, at the request of the Department Head, when an employee has fully assumed the duties of an absent employee in a higher pay grade. When it is anticipated a classified position will be vacated for a period extending more than five (5) calendar days, or as dictated by union contract agreements, the Department Head, with City Manager's approval, may grant the employee, temporarily assuming the full duties of the higher pay grade, a five percent (5%) salary increase or the minimum hourly wage of the higher paygrade, whichever is greater.

Reinstatement to Previous Position

Upon reinstatement to the employee's previous job classification, the employee will receive the hourly rate of pay earned prior to the time acting pay status was granted, in addition to any salary increase/wage adjustment that may be applicable.

6.10 HOLIDAYS

Holiday Pay

All full time employees on the active payroll by the date of the holiday are eligible for holiday pay at their regular rate of pay.

An employee must be in a paid status the day before a holiday and the day after the holiday in order to be compensated for the holiday. Paid Status" in this context means the employee is compensated for hours worked (based on the work schedule) the day before and the day after the holiday or compensated through the use of accrued paid leave (i.e., comp time, vacation, personal leave, sick leave) the day before and the day after the holiday.

Employees receiving occupational injury or occupational illness pay through Workers' Compensation are eligible for the amount of holiday pay that will supplement the Workers' Compensation benefit so the amount payable is as if the employees were present for a normal workweek.

When a holiday is observed on a scheduled workday, ~~an~~ full-time eligible employees may be paid up to the number of hours of work usually scheduled for that day.

Permanent part-time employees, who work a minimum of twenty (20) hours per week will be paid four (4) hours as holiday pay. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.

Overtime/Holidays

When an employee does not work on a holiday but receives holiday pay, these hours are considered as time worked to determine if an employee has satisfied the minimum hours per week required to be eligible for premium overtime pay.

~~When an employee works on a holiday, the employee is paid one and one-half (1 ½) times regular rate of pay for actual hours worked on a holiday plus holiday pay at the regular rate of pay for up to the number of hours usually scheduled. Hours paid as holiday pay are counted toward the minimum hours per week required to be eligible for premium overtime pay.~~

Work During Holidays

Each eligible employee is entitled to enjoy a certain number of officially designated holidays while employed by the City. However, if the work requirements of the Department are such that an employee is required to work on any official holiday, employee receives holiday pay for the hours actually worked at a rate of one and one-half (1 ½) times the employee's regular hourly rate. ~~Shift Employees/Fire shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed.~~

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Holiday Falling on Weekend

When a holiday falls on Saturday, the preceding Friday is observed as a holiday.

When a holiday falls on Sunday, the following Monday is observed as a holiday.

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Holidays During Paid Leave

Employees on vacation or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave and will receive holiday pay.

6.11 MINIMUM CALL BACK PAY

Minimum call back pay is provided to compensate off duty employees who are not on assigned standby duty and who are assigned to report to work on an unscheduled basis.

An employee eligible for call back is paid for the actual hours worked or a minimum guarantee of three (3) hours straight time pay, whichever is greater.

Employees are eligible for call back pay as follows:

- Any ~~non-exempt~~nonexempt employee who is off duty and required to report to work on an unscheduled basis is eligible for call back pay, providing the reporting time is more than three (3) hours before the start of the employee's next regular shift.
- When an employee is on duty and directed or assigned to continue or remain at work, the extra work time is considered as scheduled work. The employee is not eligible for the minimum call back pay.

6.12 WORK BREAK

The typical work day is a nine-hour day with a one-hour unpaid ~~lunch~~meal break. Each Department Head may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

- No single work break exceeds fifteen (15) minutes absence from the employee's assigned work duties.
- Employee shall not accumulate unused work breaks, and work breaks cannot be used to cover an employee's late arrival or early departure from duty.
- Work breaks may be cancelled whenever the needs of the City dictate such action. Breaks may not be combined with a ~~lunch-meal~~ hour or any other break, nor used to provide a later reporting time or earlier quitting time.

6.13 EFFECTIVE DATE

The effective date of any pay increase shall be as approved by the City Manager.

The City Manager or designee must administer these rules and regulations with the budgetary constraints established each fiscal year. The payment of salaries and granting of salary increases are always subject to the availability of adequate funding.

6.14 COMPENSATION PROCEDURE FOR EMERGENCY SUSPENSION OF CITY OPERATIONS—~~CHECK AGAINST SEMINOLE COUNTY'S POLICY, MAY REPLACE THIS WITH SIMILAR TO SEMINOLE~~

In the event of extreme weather or other emergency conditions that pose a hazard to the safety of City employees or the public or which make normal operations impractical, the City Manager or his designee may suspend all or part of a normal work day.

In the event such determination is made the City Manager shall notify all Department Heads of the effective time of the suspension of operations; Department Heads shall notify all affected employees in their department. Such notification shall include the time of scheduled resumption of normal operations.

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- ~~Employees not required to perform in accordance with the City's Emergency Management Plan, classified as non-essential, shall be dismissed from work and shall be compensated as a normal work day. In order not to lose compensation, the employee may elect to use any accumulated vacation leave, scheduled personal leave or compensatory time, for the hours that would normally have been worked. Leave may not be used to exceed the normal workweek, whereby overtime compensation would be required. When City operations are closed down before the start of a scheduled workday, employees normally scheduled to work who are instructed not to report to work will receive full pay for the workday. Employees instructed to report to work but failing to report shall, at a minimum, have their accrued leave charged or shall be denied pay if no accrued are available. Depending on the circumstances, a refusal to report to work may lead to disciplinary action, up to and including termination.~~

- All temporary and part-time employees not required to work, as part of the City's Emergency Management Plan (non-essential employees) shall not be compensated until normal operations resume.

- Non-exempt employees, part-time and temporary employees; required to work as part of the City's Emergency Management Plan, (classified as essential employees) shall be compensated in accordance with City policies for actual hours worked and in accordance with the Fair Labor Standards Act.

- Exempt employees required to work as part of the City's Emergency Management Plan, or in which department operations are not suspended. Exempt employees (essential employees) who work in excess of 40 hours per week, at the direction of the City Manager shall be provided additional compensation when all of the following conditions are met:

- 1) an emergency or disaster has been declared by an authorized local, state or federal authority;
- 2) the employee is called in and/or required to work in excess of six (6) hours for non-department head exempt employees and in excess of twelve (12) hours for department head exempt employees:
 - (a) in addition to normally scheduled hours on any day, or
 - (b) on a normal day off during the pay period

The additional compensation of these hours shall be calculated back to the first hour and will be paid as follows;

- 1) Non-department head exempt employees shall be paid on an hourly basis at time and one-half (annual salary divided by 2080 hours of work in one year x 1.5)
- 2) Department head exempt employees shall be paid on an hourly basis at straight time (annual basis divided by 2080 hours of work in one year)

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Nothing herein shall be deemed to reduce or alter the regular salary payment for exempt employees at times other than those specified above.

Once the City resumes normal operations, all employees are expected to report as normally required. Depending upon the effect the disaster has on an employee, the Department Head may authorize the use of leave to allow the employee to take care of personal needs.

An employee who fails to report for duty when required will be subject to disciplinary action up to and including discharge.

SECTION 7 BENEFITS

7.1 VACATION LEAVE

MOVE TO TFO/PTO?????

- The Department Heads shall determine when vacation leave shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads; Employees will be given preference as to vacation time according to continuous length of service.

- ~~Non-union employees of the Fire Department shall earn vacation leave based upon earned hours as specified below. For purposes of employment with the Fire Department, a day shall constitute 12 hours, and two 12 hour days shall constitute a 24 hour shift. All other employees covered by this article shall earn Vacation Leave according to the number of years of completed service to the City, in accordance with the following:~~

<u>Years of Service</u>	<u>Vacation Days Per Yr.</u>
0 - 4	10
5 - 9	13
10 - 14	15
15 - 19	18
20 - 24	23
25 - 29	25
Over 29	27

- Regular full-time probation employees shall also earn vacation leave following this schedule, but such leave shall not be available for use until completion of the six (6) month probationary period.
- Vacation leave will be paid at the employee's current rate of pay. As vacation leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

An employee must provide a 3-day advance notice to request the use of vacation leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

Department Heads, on a case-by-case basis, have the discretion to waive the advance notice requirement.

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Vacation leave may be accumulated to a maximum of 90 working days.

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- Any employee being separated from the service of the City shall be reimbursed for any unused vacation leave or time to his credit at the rate of pay in effect at the time of separation.
- Permanent, part-time employees who work a minimum of twenty (20) hours per week shall earn twenty (20) hours of personal leave year on their anniversary date. The personal leave hours will not accrue from one year to the next, and will be forfeited if not used within the anniversary year. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.

7.2 SICK LEAVE

- All regular full time employees shall be credited sick leave with pay at the equivalent rate of one day per month for each month of continuous service up to a maximum of 90 days. Sick leave benefits shall not accrue during any leave of absence without pay.
- Sick leave shall not be considered a right or a privilege to be used at an employee's discretion, but rather, may be granted only for:
 - Incapacity due to illness, pregnancy, or injury.
 - Medical, dental, or vision examination or treatment.
 - Legal quarantine due to exposure to contagious diseases.
- Serious illness in the immediate family, defined for this purpose as consisting of the employee's spouse, children, step-children, parents, brothers, sisters, grandparents, or other dependent relative residing with the employee on a permanent basis.
- Claiming sick leave when not entitled shall be just cause for disciplinary action, including suspension, demotion, or dismissal. Employees using accrued sick leave shall be considered to be working for the purpose of accumulating additional sick leave.
- Sick leave is to be granted for the purposes as stated above, therefore, an employee shall not be entitled to use any accrued sick leave during their notice period prior to their date of termination, unless upon their return to work, an employee provides a note, or receipt from a physician or health care facility to cover the time of absence. If sick leave is used for purposes that are not legitimate which constitutes an abuse of sick leave, the day the sick leave begins will be their effective date of

termination.

- Scheduled Sick Leave is defined as use of sick leave for which advance notice has been obtained. Typically scheduled sick leave would be utilized for doctor/dental/optical vision appointments/out-patient procedures, etc.; in these instances, Scheduled Sick Leave would be requested, in writing, as far in advance as possible. To qualify as **Scheduled** Sick Leave, an employee must complete a leave request form which must be received and approved by the supervisor or department head in advance of the absence, an employee must provide 24 hour advance notice to his/her supervisor. Proof of the scheduled appointment is required.
- For instances where an employee has been out-of-work for their regular shift due to an unexpected illness/injury, or other purpose for which Sick Leave is allowed, and the employee is unable to report to work the next day (example: flu, or doctor's instructions) the second day of absence will be considered to be "Scheduled" provided the employee notifies his/her supervisor 24 hours in advance of the day(s) of absence.
- An employee who is sent home at the request of their Department Head due to a contagious illness/disease shall have their leave deemed to be scheduled.
- Unscheduled sick leave is defined as sick leave taken for which no advance notice was obtained.
- Upon separation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for all unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of separation:
 - Resignation after 15 years of continuous service: 50%
 - Upon retirement and/or death: 100%
(Retirement is defined as the eligibility to retire under the qualifications of a normal retirement or disability retirement under the guidelines of the pension plan or social security).
- If an employee has been absent for three or more consecutive workdays, or whenever abuse of sick leave is suspected on account of a suspicious pattern or quantity, or other similar circumstances, the employee's Department Head may require the employee to file a doctor's certificate confirming the employee's illness, or injury, and specifying whether or not the employee's condition is suitable to resume his or her employment duties. The City reserves the right to investigate the merit of any and all sick leave requests or claims prior to authorization of sick leave benefits. An employee who does not report for work due to any cause specified in this policy shall inform his or her Department Head/Designee regarding the absence in accordance with the department's policy.

Failure to notify a Department Head without just cause may be grounds to deny sick leave with pay for the respective period of absence.

When an employment action occurs of promoting, transferring or demoting from a position which accrues personal leave to vacation leave or vacation leave to personal leave and sick leave to extended sick leave or extended sick leave to sick leave, the existing balance at the time of the employment action will be transferred to the leave schedule assigned to the new position and will follow all accrual and payout provisions associated with the type of leave.

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7.3 — SICK LEAVE BANK

The City provides employees with the option to participate in a Sick Leave Bank from which employees may request paid leave when they experience a serious illness or injury requiring an extended absence from work.

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Procedures:

- Permanent full time employees are eligible to contribute up to one week of their accrued leave (sick leave, vacation, personal, etc.) to the Sick Leave Bank during open enrollment provided they maintain a minimum balance of one week (40 hours) of accrued leave (vacation, sick, etc.) at the time they enroll.
- Contributed Sick Leave Bank hours are deducted from the contributing employee's accrued leave balance and are not refundable to the contributing employee.
- Permanent full time employees who are away from their job due to their own personal illness or injury, and have completed at least one year of continuous service, are eligible to withdraw up to 240 hours from the Sick Leave Bank within a twelve (12) month period. Sick Leave Bank hours may used ONLY after the employee has exhausted all other accrued leave.
- At such time as the employee has exhausted all paid leave AND hours for which they are eligible to withdraw from the Sick Leave Bank, leave accruals cease. Accruals will be reinstated when the employee returns to full time status.
- Permanent employees who have NOT completed at least one year of continuous service, may be eligible to withdraw hours of the Sick Leave Bank, provided the Bank has a balance of at least 2000 hours at the time the request to withdraw is received by Human Resources. The maximum hours these employees are eligible to receive are as follows:

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<u>Term of Employment</u>	<u>Hours Eligible to Withdraw</u>
<u>6 Months</u>	<u>40 Hours</u>
<u>7 Months</u>	<u>60 Hours</u>
<u>8 Months</u>	<u>80 Hours</u>
<u>9 Months</u>	<u>100 Hours</u>
<u>10 Months</u>	<u>120 Hours</u>
<u>11 Months</u>	<u>140 Hours</u>
<u>12 Months or more</u>	<u>240 Hours</u>

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- ~~— All requests for withdrawals from the Sick Leave Bank must be submitted on the appropriate application and be accompanied by a physician's statement indicating the nature and probable duration of the illness or injury. Such requests for withdrawal shall be submitted through the requesting employee's Department Head for comment/recommendation before forwarding to Human Resources.~~
- ~~— Human Resources coordinates with members of the Sick Leave Bank Committee in order to review all requests for withdrawals from the Sick Leave Bank.~~
- ~~— The Sick Leave Bank shall not be used for accident, illness or injury incurred in the line of duty for which Workers Compensation has been applied for or is being received, whether it is through the City's employment or outside employment.~~
- ~~— The Sick Leave Bank may be utilized for temporary partial disability, for up to twelve (120 weeks from the date of return from part time work, so long as it is related to an eligible temporary total disability. Appropriate medical documentation must be presented supporting the employee's return to work, including the medical necessity to limit the return to only part time and the expected duration of same. At no time shall the employee's total hours paid exceed the number of hours in the employee's regular work week.~~
- ~~— An employee must be a member of the Sick Leave bank in order to be eligible to receive Sick Leave Bank hours. Employees become Sick Leave Bank members by contributing an annual deposit of forty hours of leave to the Sick Leave Bank during open enrollment.~~
- ~~— The Sick Leave Bank Committee shall have final authority in considering approval or denial of requests to withdraw hours from the Sick Leave bank. The Committee shall consider the requesting employee's prior leave balance, usage rate, and seriousness of the illness/injury in recommending approval for withdrawal of hours from the Sick Leave Bank.~~

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7.4 SICK LEAVE INCENTIVE PLAN (S.L.I.P.)

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~~Work related injuries or family medical leave shall not cause a deduction to be made from an employee's sick leave for purposes of implementation of the Sick Leave Incentive Program.~~

~~If an employee does not use the sick leave days allotted, he/she will be compensated based on the number of hours used in accordance with the following schedule:~~

~~Allow employees who undertake annual biometric screening to sell back 8 hours of accrued sick leave; would not impact SLIP?????~~

~~Increase SLIP to 40 hours per year????????????????/~~

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Sick Leave Hours Used	Number of Hours	Paid
0	32	
8	24	
16	16	
	8	
	0	
Fire — Rotating Shift		
	48	
	24	

~~An employee must have been employed on October 1st of the previous fiscal year to be eligible to participate in this benefit. Employees must be in a “paid status” during the entire fiscal year in order to be eligible to participate in Sick Leave Incentive. (Fiscal year is from October 1 through September 30) The checks will be disbursed to the employee the first full pay period in October. payable in the first quarter of each Fiscal year.~~

7.3 Personal Leave

- ~~For the purpose of hiring experienced Department Heads, the City Manager, in lieu of offering Vacation Leave and Sick Leave, may offer to a new Department Head the option of earning Personal Leave. The amount of time earned by the Department Head shall be computed on a forty (40) hour work week.~~
- ~~Each Department Head earning Personal Leave may accrue up to 960 hours of Personal Leave. Department Heads who separate from the City, for any reason, will be paid for accrued Personal Leave not to exceed 960 hours.~~

Personal Leave shall be accrued in the following manner for Department Heads

Years of Service	Hours per pay period	Total hours per year
0-4	6.7693	176 Hours
5-9	7.6923	200 Hours
10-14	8.307	216 Hours
15-19	9.2307	240 Hours

20-24	10.7692	280 Hours
25-29	11.3846	296 Hours
Over 29	12.000	312 Hours

- Personal Leave will be paid at the Department Head's current rate of pay. As Personal Leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.
- A Department Head must provide a 3-day advance notice to request the use of Personal Leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more. Any Personal Leave taken without the prescribed notice is considered unscheduled. A Department who takes more than 4 unscheduled is considered unsatisfactory and will be reflected in a performance evaluation and subject to disciplinary action.
- Accruing Personal Leave, a Department Head may carry over 75% of earned Personal Leave to a succeeding year. No more than 75% of earned Personal Leave may be carried over to a succeeding year without written approval from the City Manager.

SICK LEAVE SELL BACK PROGRAM

If an employee does not use Sick Leave, he/she may "sell-back" up to 40 hours of sick leave in accordance with the following schedule:

<u>Sick Leave Hours Used</u>	<u>Hours Eligible to Sell Back</u>
0	40
8	32
16	24
24	16
32	8
40+	0

An employee must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B.P., employees must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of sick leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.

Work related injuries or family medical leave shall not prevent an employee from participating in the S.L.S.B.P. Requests for selling back hours of sick leave according to the above schedule, must be submitted to Human Resources between October 1st and October 15th of each eligible year. Sick Leave Sell Back checks will be issued with the second pay check in November.

WELLNESS INITIATIVE

Each fiscal year, all permanent full-time employees are eligible to earn a maximum of eight (8) hours of personal leave for participation in the City's designated Wellness Initiative Program. The program is a voluntary wellness program available to all full-time employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease.

7.53 HOLIDAYS

All permanent full time employees are entitled to nine (9) ten (10) paid holidays each year (unless dictated by union contract). These are:

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New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving

Friday after Thanksgiving

Christmas Day

Floating Holiday - to be determined by City Commission/City Manager (usually around the Christmas holiday)

All permanent part-time employees (who work a minimum of twenty (20) hours per week) are entitled to nine (9) ten (10) paid holidays each year (based on four hours). These are:

~~Good Friday~~

~~Memorial Day~~

~~Fourth of July~~

~~Labor Day~~

~~Thanksgiving~~

~~Day after Thanksgiving~~
~~Christmas Day~~
~~Floating Holiday - to be determined by City Commission/City Manager~~
~~usually around the Christmas holiday~~

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Day
Floating Holiday - to be determined by City Commission/City Manager
(usually around the Christmas holiday)

Employees must be in a paid status on both the day scheduled work day prior and the scheduled work day after a holiday in order to receive holiday pay.

7.64 **BIRTHDAY LEAVE PERSONAL DAY**

An employee shall be awarded a ~~birthday personal day, leave day.~~ A ~~birthday~~ personal leave day will be granted to each non-~~union bargaining unit~~ employee at the beginning of each fiscal year. The personal day Birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The personal day Birthday cannot be used in increments and must be used as an 8-hour day and will not be counted toward the calculation of overtime or the provisions of overtime for holidays.

7.75 **SAFETY DAY LEAVE**

All eligible employees shall receive one (1) additional 8 hour day ~~of annual leave~~ (to be termed a Safety Day), provided the employee has experienced no lost time in the previous ~~calendar~~ fiscal year as a result of any job related accident. No lost time is constituted as one 8-hour day or greater as a result of the job related injury for this purpose.

The Safety Day must be taken ~~in~~ as a full-day and not in increments within the ~~calendar~~ fiscal year after it is earned and cannot be carried over (requires pre-approval by employee's Supervisor or Department Head).

Eligibility will be based upon the employee's previous 12 months of service.

7.86 **PERSONAL DAY** ~~-----~~ **NOTE: Personal day has been "awarded" when approved through**

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LIUNA contract to non-union employees.....need further discussion??

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7.697

BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances as established in this policy.

GUIDELINES

When a death occurs in the immediate family of an employee, that employee shall receive five (5) days off without loss of pay or benefits, or as dictated by union contract agreements. This five (5) days of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement is affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance.

Additionally, should a member of an employee's immediate family suffer from a terminal illness or be placed in hospice care, an employee may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the employee uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, personal leave, etc.).

~~If the funeral occurs outside of the state of Florida, the City Manager or his designee shall have discretion to grant up to five (5) additional days off, without loss of pay or benefits.~~

Bereavement Leave will not be charged against sick leave, vacation, holiday, overtime or accumulated compensatory time. A copy of the obituary may be required.

Immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

The employee shall be granted bereavement leave of three (3) days (twenty-four (24) hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of an employee's immediate family requires that the employee use accrued leave (vacation, personal leave, etc.).

7.7108

RETIREMENT BONUS SCHEDULE

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~~City of Holly Hill employees, upon retirement, shall receive a bonus for their dedication to the City as follows:~~

_____ Ten years (10)	_____ Ten (10) days
_____ Twenty years (20)	_____ Fifteen (15) days
_____ Twenty five years (25)	_____ Twenty (20) days
_____ Thirty years (30)	_____ Twenty five (25) days

~~Retirement is defined as the eligibility to retire under the qualifications of a normal retirement, or disability retirement under the guidelines of the pension plan or social security.~~

~~7.8 SICK LEAVE INCENTIVE PLAN (S.L.I.P.)~~

~~Work related injuries or family medical leave shall not cause a deduction to be made from an employee's sick leave for purposes of implementation of the Sick Leave Incentive Program.~~

~~If an employee does not use the sick leave days allotted, he/she will be compensated based on the number of hours used in accordance with the following schedule:~~

Sick Leave Hours Used	Number of Hours	Paid
_____ 0	_____ 32	
_____ 8	_____ 24	
_____ 16	_____ 16	
_____ 24	_____ 8	
_____ 32	_____ 0	

~~Fire Rotating Shift~~

_____ 0	_____ 48
_____ 24	_____ 24

~~An employee must have been employed on October 1st of the previous fiscal year to be eligible to participate in this benefit. Employees must be in a "paid status" during the entire fiscal year in order to be eligible to participate in Sick Leave Incentive. (Fiscal year is from October 1 through September 30). The checks will be disbursed to the employee the first full pay period in October, payable in the first quarter of each Fiscal year.~~

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7.119**CLOTHING ALLOWANCE**

~~The City of Holly Hill will pay an annual Clothing Allowance in the amount of \$200.00 to non-uniformed employees. This allowance will be paid annually during the first quarter of each fiscal year.~~

The City provides a clothing allowance to its employees on the following basis:

- (1) As stipulated under a collective bargaining agreement.
- (2) For those employees who are required to wear a uniform shirt the City will provide an annual allowance of \$100.00 per year which is paid during the first quarter of the fiscal year.
- (3) For those employees who are not required to wear a uniform shirt the City will provide an annual allowance of \$200.00 per year which is paid during the first quarter of the fiscal year.

Positions designated as required to wear a uniform shirt are as follows:

- Administrative Assistant – Public Works, Police Department and Fire Department
- Customer Service Supervisor
- ~~Licensing Permitting and Zoning Technician~~
- ~~Support Services Manager~~

For the positions listed above the City provides five (5) shirts upon hire and three new shirts annual, each October.

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7.12 SERVICE AWARD PROGRAM

~~To reward employees for their dedicated years of service, the City provides a lump sum bonus to permanent, full-time employees based on the attainment of the service milestones listed below.~~

<u>Years of Service</u>	<u>Service Award</u>
<u>5</u>	<u>\$50.00</u>
<u>10</u>	<u>\$100.00</u>
<u>15</u>	<u>\$150.00</u>
<u>20</u>	<u>\$200.00</u>
<u>25</u>	<u>\$250.00</u>
<u>30</u>	<u>\$300.00</u>

~~This service award will be paid as a lump sum amount placed in the pay check the pay period following the employee's anniversary date. The service award bonus is subject to federal withholding. The service award recipients will be recognized annually at a regular City~~

Commission meeting:

Absences/Tardiness

- ~~— Failure to report to work for three (3) two (2) or more consecutive working days without proper authorization and/or failure to report absence to their supervisor.~~
- ~~— Habitual or excessive absence or tardiness for work for any reason, including legitimate illness.~~
- ~~— Leaving assigned work site without proper authorization.~~

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7.120 LEAVE OF ABSENCE WITH PAY - ADMINISTRATIVE

Court Appearance/Jury Duty

A full time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City shall be granted time off with pay for the time actually spent on jury duty or in the court appearance. The employee must:

- Notify his/her supervisor of the summons or subpoena immediately upon receipt and produce the summons or subpoena to his/her supervisor with an estimate of the duration of the absence; and

The City requires an employee who received paid time off for court appearance or jury duty to turn in any compensation which he/she received.

- Report to the supervisor immediately upon the conclusion or continuance of such jury duty or court appearance.
- Provide a copy of the release from Jury Duty from the Clerk of the Court to their supervisor/department head.

The City may reschedule the working hours and days of work of a part time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City of Holly Hill. If it is not feasible or practical to reschedule the employee's hours of work, the City shall grant the employee time off with pay for the time actually spent on jury duty or in the court appearance.

In order to receive time off with pay for jury duty or a court appearance, the employee must abide by the provisions contained above.

If any employee is subpoenaed as a witness other than in the specific circumstances

described above, the City will grant the employee leave without pay or accrued personal leave to the extent that the Department Head so approves.

Meetings

An employee may be granted leave with pay to attend professional meetings or conferences, which may contribute to the effectiveness of the employee's work performance.

Examinations

Employees may be granted leave with pay while taking examinations before a Federal, State or County/City agency, provided such examinations are pertinent to his/her City employment.

At the discretion of the Department Head, employees may be granted paid leave for testing for job related certifications, re-certifications, required CEU's, etc.

7.13

~~7.11~~ **LEAVE OF ABSENCE WITHOUT PAY**

It is the expectation of the City that employees be judicious in their use of leave in order to ensure that as much as possible, advance approval is requested for any absence from the workplace. Additionally, an employee who exhausts all accrued leave (exceptions include approved FMLA or other leave as required by law) and therefore experiences an absence without pay, is subject to disciplinary action up to and including termination of employment.

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7.14 MILITARY LEAVE

7.12—The City complies with all state and federal statutes related to military service. This includes but is not limited to:

~~In accordance with Florida Statute-Statutes 115.07, (1) All officers or employees of the state, and of the municipalities or political subdivisions of the state who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.~~

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~~(2) Leaves of absences granted as a matter of legal right under the provisions of this section shall not exceed 17 working days in any one annual period. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the employing or appointing authority of any state, county/City, municipal, or political subdivision employee and when so granted shall be without loss of time or efficiency rating.~~

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In accordance with Florida Statute ~~115.09~~, ~~employees who are service members in the National Guard or a reserve component of the Armed Forces of the United States, shall be granted a leave of absence from the respective offices and duties to perform active military service, the first 30 days of any such leave of absence to be with full pay.~~

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~~An employee who is ordered to appear for a physical examination for involuntary induction into the military service shall be granted leave with pay for this purpose.~~

~~Any persons receiving orders commanding their appearance for duty in any military service will inform his/her supervisor on the next working day following such receipt.~~

~~All unused leave benefits shall be retained by the employee who shall have the same credited to his/her record if the employee applies for reinstatement to the employee's former position in accordance with the paragraph below.~~

~~During such leaves of absence, the employee shall be entitled to preserve all rights established by City Rules and Regulations. An employee who requests reinstatement pursuant to this section will be eligible for re-employment in his/her former position or comparable position in City service with no loss of pay.~~

~~Upon separation from the military service, the employee must request reinstatement as dictated under the ~~and the~~ Uniformed Services Employment and Reemployment Rights Act U.S.E.R.R.A. The City may require the employee to submit to a medical examination to determine fitness to perform the duties of the position to which the employee is returning. The employee shall meet basic qualifications for the job classification in which he/she is placed. Completion of the promotional process will not be required.~~

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~~Placement of the employee will be arranged by the Department Head and the Human Resources Director using the following sequence:~~

- ~~■ Employees returning from military leave are entitled to their previous job (if possible), seniority and any raises or promotions they would have had prior to the active duty.~~
- ~~■ If unable to return to their previous job, the City will place the employee returning from military leave in a position of equivalent status.~~

~~This action may result in demotion, lay off, or reclassification of any employee equivalent or junior to the returning employee. It is City policy to avoid termination of employment of any City employee so displaced if reasonably possible and within the constraints of sound fiscal policy.~~

~~An employee injured or unable to perform his/her previous duties due to an active duty related injury shall be offered a comparable position in terms of seniority, status and pay.~~

7.157.13 — LIFE INSURANCE

The City of Holly Hill will provide all permanent full time employees with a term life insurance policy at no cost in the amount of 1 times *s up to a maximum \$100,000 their annual base pay rounded up to the next highest thousand, unless coverage is otherwise required or limited to that specified under a collective bargaining agreement. This policy will pay twice as much in the event that the death is accidental.

The City reserves the right to select and change the carrier for such insurance.

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7.167.14 — PENSION

General Employees

~~Eligible employees hired after October 1, 2005 are covered under the Florida Retirement System. Employees, hired before January 1, 1996, are covered under the Florida State Retirement System. Effective October 1, 2005 employees hired prior to October 1, 2005 and after January 1, 1996 were granted the option to elect joining the Florida Retirement System or remain with the 401(a) Pension Trust Plan with certain provisions.~~

~~The City reserves the right to change and/or eliminate this plan.~~

All new employees are hired under the Florida Retirement System (FRS). FRS provides a choice of two retirement plans: the FRS Investment Plan and the FRS Pension Plan. Each plan offers important benefits. To determine which plan is best for you, employees are advised to contact FRS to speak with financial guidance specialist (1-866-446-9377 or visits MYFRS.com for additional information.

Employees are required to contribute to the Retirement Plan/Pension Plan for which they are eligible in accordance with either (1) legislated requirements or (2) as required by the individual Plan and approved by the affected collective bargaining unit.

In the event a new employee is considered to be an FRS Retiree, the City will provide contributions to a 401(a) plan at the same rate as if they were a participant in FRS.

Police

The 'Police Officers Retirement Trust Fund' was created under Chapter 185 Florida Statutes for all sworn officers.

Fire

The City of Holly Hill Firefighters' Retirement System' was created under Chapter 175 Florida Statutes for all firefighters.

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7.17 5 — DEFERRED COMPENSATION

Deferred Compensation is a voluntary plan provided by the City to assist employees in providing an option for additional retirement benefits. The total contribution is tax deferred

and paid for by the employee. Contact the Human Resources Department for enrollment information.

7.16 VOTING

Employees are therefore encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting.

~~During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regular scheduled work period it shall be considered sufficient time for voting.~~

7.187 ~~7~~ HEALTH INSURANCE

The City of Holly Hill will provide ~~hospital and~~ medical coverage for the employees as follows:

The City shall pay an amount equal to the premium carrier's individual rate (as may be adjusted from time to time), to be applied to the individual coverage selected by the employee.

- The City shall make no contribution to dependent coverage. If an employee elects dependent coverage, the employee will pay the full group premium cost for dependents. The dependent must fall within the City guidelines established for dependent coverage.
- The effective date for new employees to participate in the City's group medical insurance is the first~~st~~ of the month following 30 days of ~~service~~employment, date of hire. If an employee is hired on the first of the month, coverage is effective on that day.

7.18 ADDITIONAL INSURANCE BENEFITS

Additional benefits ~~are~~ may be available at full cost to employees. See the Human Resources Department for further details.

7.19 GROUP INSURANCE - EXTENSIONS

The City complies with provisions for continuation of medical, dental and vision insurance as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Information on continuation of benefits, and/or any other qualifying

event, are available in the Human Resources Department.

Continued Coverage

The City agrees that covered employees, or surviving dependents of deceased employees, may continue their group medical insurance coverage under the following conditions:

Employee/Surviving Dependents

An employee and/or his/her surviving dependent(s) may have the right to continue medical/dental insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (**COBRA**) of 1986. The employee or his/her surviving dependent(s) will pay the full group premium for such period of coverage.

Terminated full-time employees are eligible to continue their amount of life, dependent or optional life insurance, as well as any employee-paid additional insurance provided the premiums are paid directly to the insurance company at their dictated rates.

Retirees

Employees who retire (the eligibility to retire under the qualifications of a normal retirement, social security or disability retirement under the guidelines of the pension plan) may continue their group medical, dental, vision and life insurance coverage(s). The retiree will pay the full premium for continued coverage.

Retirees can elect to continue group medical, dental, vision and life insurance (basic life insurance only) at the group rates as provided to all full-time employees. Retirees can elect to continue the group coverage of the plan(s) they have at the time of retirement and are not eligible to add coverages at open enrollment. Enrolled retirees will be able to make group medical plan changes during the open enrollment period. Enrolled retirees will be able to add dependents to their current coverages based on qualifying events only. If the retiree fails to continue their coverage during the open enrollment period, coverage will be terminated. If a retiree fails to pay the monthly premiums due, coverage will be terminated and will not be eligible for reinstatement.

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~~Disabled, not service-connected~~

~~Employees who are disabled because of an illness not related to City employment may continue their group medical insurance coverage when placed on leave of absence without pay (not to exceed 30 days). Medical coverage under the group plan beyond 30 days is available through **COBRA**. The employee will pay the full premium for such period of coverage.~~

~~Active Military Service~~

~~Employees ordered to active military duty in connection with reserve activities (other than short term training as outlined in 'Leaves of Absence with Pay - Military Leave') may extend their medical insurance coverage subject to the following:~~

- ~~Following one calendar year, the employee may have the right to continue coverage under **COBRA** of 1986~~

~~Employees are not required to extend any medical benefits at any time but all requests for extensions as outlined above must be presented to the immediate supervisor in writing prior to leaving for active duty.~~

~~Disabled service connected—~~

~~An employee who is unable to work because of a job related injury may continue his/her group medical insurance coverage. The employee will pay his/her dependent portion of the premium. The City will pay the remainder for the period of coverage.~~

~~Family/Medical Leave Policy——~~

~~During an absence granted in accordance with the Family/Medical Leave Policy, health insurance coverage and other benefits will continue under the same conditions as they did before the leave began.~~

~~Employees must coordinate payment of benefit premiums with the Human Resources Department while on leave of absence without pay due to a qualifying event of the Family/Medical Leave Policy.~~

~~Application Procedure~~

~~Any employee, dependent, or retiree who wishes to continue the insurance, as provided in this section, must contact the Human Resources Department to apply for the continued coverage and make necessary arrangements for the payment of the required premiums.~~

~~The Human Resources Department must be contacted within 30 calendar days following the date of the employee's death, retirement or placement on leave of absence without pay.~~

~~All benefits granted and all agreements made, in this section by the City are expressly conditioned upon, budgetary consideration and subject to and limited by, all of the rights granted to and reserved by the City as described in the City Rules and Regulations including the right to change and/or eliminate any and all benefits not required by law.~~

7.20 EMPLOYEE COMPUTER PURCHASE PLAN

All full-time city employees who have completed their probationary period may be eligible to receive an interest-free loan up to a maximum of \$2,400.00 to purchase a personal computer, laptop, upgrade an existing personal computer or tablet.

~~The Information Technology department accepts applications for computer loans every June 1st and October 1st, or as determined by city administration.~~

After purchasing the equipment, the employee must submit a copy of the paid invoice to the Finance Department within ~~30~~7 days of date of check. Failure to provide the receipt(s) within the 7 day period will result in the full loan amount being due immediately and will be deducted from the employee's paycheck. Loans will be made available for a period of 12 or 24 months and are repaid through payroll deductions. Loans must be paid in full prior to another loan being given.

Revised 8/07

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SECTION 8 TRAINING AND DEVELOPMENT

8.1 GENERAL STATEMENT

The City of Holly Hill is desirous of helping its employees in their jobs by paying for job related courses during their off duty hours providing the classroom schedules do not conflict with the employees work schedules.

8.2 EDUCATIONAL REIMBURSEMENT ~~—further discussion and review of this policy is needed~~

If approved in the annual budget, ~~The~~ Department Heads haves the authority to approve any course not exceeding a total cost of up to \$500 per fiscal year. Full-time, permanent, non-union employees with at least three (3) years of service may receive reimbursement up to 50% to a maximum of \$5,000 per fiscal year. This reimbursement is inclusive of tuition, books and other course materials, provided the applicant is not receiving benefits under the G.I. bill or other aid programs. Final approval must be given by the City Manager. These payments are subject to IRS regulations and may be subject to taxation. Any additional costs for coursework must be authorized by the City Manager. Courses recognized for educational assistance are:

Job Improvement Courses

Courses directly related to the employee's assignment that will improve his skills, knowledge and ability to perform his duties and increase, through more advanced techniques, his potential for promotion. Coursework recognized for job improvement can be obtained through technical schools, community colleges and accredited colleges and universities. Covered coursework may be degree or non-degree seeking coursework at the undergraduate or graduate level.

In-Service Training Courses

Courses in management and supervisory development. All City employees are encouraged to participate in this type of training.

Completion of Course

Upon successful completion of the course, the employee's personnel record will be documented with his educational achievement, and the City Manager will arrange for reimbursement to the employee expenses for tuition, books and other course materials, based on the following schedule:

Undergraduate

Letter Grade B or higher - 100%

~~Lower than~~ letter Grade C - 50%
0%

Lower than Grade C – 0%

Graduate

Letter Grade B or higher – 100%

Lower than letter Grade B –

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Reimbursement for courses in which letter grades are not issued will be in the following manner:

Satisfactory	100%
Unsatisfactory	0%

Should an employee leave City employment after completion of course(s), and prior to compliance with the terms of this agreement to remain in City employment for two (2) years or more, he shall reimburse the City within six (6) months after his termination for any costs due. Non-union employees must remain in the employ of the City for at least three (3) years following course completion. Payment shall be taken from the employee's benefits, if any, accrued at the time of termination. Any amount due the City over and above said benefits shall be paid within the first year after termination at an annual interest rate at six percent. Payment of such unpaid balance may be made on a monthly basis (principle and interest) subject to prior arrangement with the Finance Department with City Manager approval. Upon termination of an employee who is indebted to the City, the Finance Department will issue an official City invoice to such employee showing the amount due and the terms of payment. Checks shall be made payable to the City of Holly Hill and shall be deposited in the funds of the City.

Retirement or Death

Should the employee, through death ~~or~~ disability ~~or normal retirement~~, fail to continue the required tenure of employment as provided herein, any remaining liability for reimbursement of educational expenses shall be cancelled automatically. Forms with procedures are available through the Human Resources Department.

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Procedure for Reimbursement

~~In all cases where the employee is seeking reimbursement from the City, he/she must fill out one of the Educational Reimbursement Submittal forms, which is to be sent to the Human Resources Director's Office in advance of taking the course. This is a reimbursement policy only; there will be no advance payments unless special circumstances, as determined by the City Manager, shall be established.~~

~~All employees following the procedures under this Policy will submit a record of their grades on completion of the course. Unsuccessful completion of the course, as specified in the Policy, does not provide that the employee is eligible for reimbursement. This applies to all courses which employees take which would fall under the purview of this Policy and it is inclusive of all departments of the City.~~

~~Reimbursement by requisition is not permissible except for those cases where the City has determined to send the employee for the course and the course has not been elected by the employee him/herself. All forms and requests for reimbursement must be routed through the Human Resources Director's Office and will be held during the period of the course for completion after the course is finished.~~

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Reimbursement Policy for Short Courses and Certificate Achievement Courses

In those cases where an employee is participating in a short course, or some other course which requires him to take an examination to obtain a certificate as the ultimate goal and objective of the course, the City shall require the employee to reimburse the City for all tuition and fees directly associated with the instructional content of the course (should he/she fail to obtain the certificate or passing grade).

This shall not include such items as meals and lodging where the employee must participate in a course, which is out of town or to which he/she is entitled to per diem expenses.

In such cases where a make-up examination is provided for within a period of one year of the employee's failing to pass an examination or obtain a certificate, the City shall withhold action in requiring the employee to reimburse the City, until such time as the employee has completed the re-examination.

However, where the employee does not indicate a desire to take the re-examination, such reimbursement shall be rendered immediately upon notification to the City and the employee that he/she has not obtained a certificate or passed an examination.

8.3 TRAINING AND TRAVEL EXPENSE

a). Training

Training may be required by employees, ~~elected officials and board members~~ to attend seminars, workshops or classes to improve job skills needed to perform their job responsibilities.

Training may be required for employees to obtain certification(s) or re-certification(s) which include state, national or professional certifications to perform their jobs.

Department heads, division heads, supervisors and other employees as approved by the City Manager during the budget process, whose job performance can be enhanced or whose national or state affiliation brings recognition and distinction to the City, may attend national or state conferences.

All of these types of training generally require travel.

All training and travel requests must be approved by the department head in advance. Employees must complete the Travel and Training Request Form for training which includes the Registration, Transportation and Meals, as well as the Hotel Request Form (if applicable), which is located in the file server, under the Finance Department in WORD. These request forms must be approved by the department head and submitted to the Finance Department along with the supporting documentation at least ten (10) days prior to the training/travel date.

b). Travel

All travel must be by the most reasonable direct route. If a person travels by an indirect route for his own convenience, any extra cost shall be borne by the traveler. reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. If travel by the most direct route is not possible because of construction, detour, or other legitimate reasons, the claim for any additional cost will be reimbursed.

The most economical and efficient mode of transportation shall be used. Both travel costs and time will be considered. The use of City vehicles ~~can usually be furnished for some travel and is encouraged, for~~
~~local travel which is within a 60-mile radius for training that is one day or less.~~

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In the event an employee drives their personal vehicle, the employee will receive a _____mileage reimbursement based on a rate per mile as designated by current IRS regulations. This reimbursement is paid in advance and is included on the ~~Travel and Training Transportation and Meals~~ Request Form. Computation for all travel by personal vehicle will be measured from City Hall, 1065 Ridgewood Avenue, or the employee's residence whichever is closer, to the destination and back utilizing Map Quest ~~Driving Directions~~ or a similar internet locator tool.

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Upon submittal of the Travel and Training Request forms, all registrations and travel arrangements (inclusive of airlines arrangements if necessary) are coordinated by the Finance Department.

If incidental expenses are incurred during the travel time and at the training (i.e. tolls, bus, taxi, limousine fares, parking fees, for business related purposes), or in the case of Hotel fees, such as resort fees, etc., are applied, these charges will be reimbursed by the City provided receipts are provided to the department head and submitted to the Finance Department within ten (10) days from the date of return. Any employee failing to meet the ten (10) day time limit will not be reimbursed. The employee is responsible for presenting the City's Sales Tax Exemption Certification to the hotel to prevent unnecessary charges for sales tax.

Reimbursement will not include room charges (i.e., personal telephone calls, gratuities, pay television channels, room service). Telephone calls to your supervisor or department head will be reimbursed if the telephone call is necessary, a receipt must be provided.

Reimbursement shall be provided only for actual costs incurred. For example, lodging in a personal residence with meals provided at no cost to the employee is not reimbursable.

The following policies apply with regard to expenditure of City funds for training purposes:

- Selection of training method, timing, etc., is to be on the basis of maximum cost

effectiveness, and with approved budgets.

- Employees participating in training sponsored by the City will share their knowledge, course materials, etc., with other employees so as to maximize the benefit received from the City expenditures.
- Approvals from the employee's Department Head and the City Manager are required for training expenditures by the City.

c). ~~Compensation for Training/Travel~~ Meals and Incidentals Allowance Rate

~~All meals will be paid by a per diem amount which is listed below. This meal per diem amount applies to all employees and for all traveled locations.~~

- ~~1. Breakfast (\$8.00) when travel begins before 7:00 a.m. and extends beyond 8:00 a.m.~~
- ~~2. Lunch (\$12.00) when travel begins before 12:00 p.m. and extends beyond 2:00 p.m.~~
- ~~3. Dinner (\$20.00) when travel begins before 6:00 p.m. and extends beyond 8:00 p.m., or during night time hours on special assignment~~

Travelers will receive a meals and incidentals allowance consistent with IRS regulations for accountable reimbursement plans. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning, and pressing of clothing, and fees and tips for services, such as porters and baggage carriers' The allowance will be used in lieu of reimbursement of actual expenses substantiated by receipts. The traveler will be paid an amount equal to the Federal meals and incidentals rate for the locality of travel. The meals and incidentals rate for the locality of travel will be based on the U.S. General Services Administration or GSA locality Per Diem Rates which is updated annually.

The City does not reimburse meals included with a conference. If a conference includes meals then the City reimburses only the meals where the traveler incurred an expense.

Per diem rates will apply for meals, unless meals are included under the registration fee for the class/seminar. Per diem rates include gratuities.

Receipts are required for all travel expenses paid except for per diem allowances, items covered under the meals and incidentals allowance.

Exempt and non-exempt employees will be paid their regular rate of pay for training if conducted during their regular scheduled work day. Employees will not be compensated for travel time outside their normal scheduled workday. Overtime provisions may apply for non-exempt employees only if the training time exceeds the employee's regular scheduled work week.

Upon completion of any employee training, appropriate documentation will be added to

the employee's personnel file. The employee **may** also be eligible for a wage increase if this training is required by the City to obtain certification for the employee's position.

d). Intra-City Travel

Persons traveling within the boundaries of Volusia City on official City business will be reimbursed for qualified expenses such as mileage and parking.

SECTION 9 MEDICAL - ILLNESS OR INJURY

9.1 WORK RELATED INJURIES/WORKERS' COMPENSATION

PROCEDURE

Any employee injured in the line of duty must make an immediate report to the supervisor regardless of the extent of the injury. The supervisor must report the injury to the Human Resources Department immediately no later than the end of the next business day from the date of injury.

In the event an employee refuses medical care, a signed statement to this effect should be obtained from the employee and submitted to the Human Resources Department.

Failure of an employee to use issued safety devices and/or the failure of a member to file a written first-report-of-injury form regarding any injury sustained on the job, may result in disciplinary action up to and including termination.

When an injury requires medical treatment a post-accident drug screen is required to be administered as soon as possible following the injury and provided that it does not interfere with medical care/treatment.

BENEFITS

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes (or as subsequently amended), may use sick leave, vacation or compensatory time.

~~Seeking information from WC carrier for clarification on retro pay for first 7 days absence.~~

~~Sick leave, and vacation days earned shall be limited to amounts equal to one third of those normally accrued. Once utilized, there will be no further accumulation of vacation or compensatory time.~~

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day at the rate of 66 2/3% based on a no work status and 64% if based on a light duty status of the employee's gross salary (computed on the average weekly wage paid for the thirteen (13) weeks prior to the date of injury), in accordance with the Workers' Compensation Law (or with statutory provisions if subsequently amended). If the employee is unable to resume work at the end of twenty-one (21) days, then Workers' Compensation will begin retroactive to the first day. In addition, aAn employee may receive use accrued sick leave, or vacation leave, or compensatory time to receive compensation for the daily eligible unpaid hours if applicable, equivalent to one third (1/3) the scheduled daily hours for each day of eligibility under when on Workers' Compensation leave. However, in no case shall an employee's benefits exceed the total amount an employee would have been paid in the absence of injury.

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The injured employee will be compensated through the City's payroll system for the eligible 66 2/3% or 64% of gross salary received through ~~workers~~worker's compensation. The City will be reimbursed through the ~~workers~~worker's compensation insurance carrier. Upon reimbursement, the City will credit back the employee 66 2/3% of the used leave if paid through Workers Compensation for the first seven (7) days.

FOLLOW-UP TREATMENT

Those employees, upon returning to work, requiring follow-up treatment due to a work related injury may be allowed time from work with pay for such treatment provided treatment is not reasonably available during non-working hours. Each absence from the work place, due to follow-up treatment, may not exceed three (3) hours. Time away from the work place, in excess of three (3) hours, will be charged to the employee's sick leave.

Treatment must be prescribed and/or recommended by a City authorized physician, Workers' Compensation physician or approved medical treatment facility. The employee shall provide written documentation of the prescribed and/or recommended treatment to the Supervisor/Department Head. Department heads shall have the responsibility of monitoring an employee's use of City time for follow-up treatment. An employee may be denied use of City time for such treatment if abuse is determined.

OBTAINING EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

PURPOSE OF PROCEDURE

~~This procedure establishes the guidelines for obtaining emergency medical treatment for a job-related injury. The procedure for reporting and obtaining medical care for on the job injuries is available on the city's template under Human Resources.~~

SUPERVISOR'S RESPONSIBILITIES:

Arranges transportation to the nearest approved medical facility for a critically injured employee ~~and provides the employee with the necessary documentation for reporting the injury:-~~

~~Workers Compensation Injuries shall be treated at:~~

PRIME CARE AT TWIN LAKES

1890 LPGA Boulevard, Suite 130

Daytona Beach, FL 32117

386-274-2212

Hours: Monday – Friday 8 am to 9 pm; Saturday 8 am to 6 pm; Sunday 10 am to 6 pm

AFTER HOURS:

HALIFAX MEDICAL CENTER EMERGENCY DEPARTMENT

303 N. Clyde Morris Blvd.

Daytona Beach, FL 32120

386-254-4000

ADD IN DRUG TESTING PROCEDURES FOR AFTER HOURS INJURIES/ACCIDENTS **POST ACCIDENT DRUG TESTING**

~~Drug screens are required for on-the-job injuries and/or accidents. Drug tests are administered by Prime Care at Twin Lakes for those injuries which occur during Prime Care's normal hours of operation and take place in conjunction with any medical care to treat injuries.~~

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~~For accident/injuries that occur after hours Prime Care is closed, or for those injuries which are so serious as to require transport to Halifax Medical Center's Emergency Center, drug screens are conducted by EmployMed. The following procedure shall be followed for drug testing in these instances:~~

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~~After Hours Injury:~~

~~Injured employees will go to Halifax Medical Center for treatment. Following transport (or concurrent with transport) to Halifax Medical center, the supervisor calls EmployMed via pager (386 820 4993). The supervisor needs to specify to EmployMed whether a drug screen is to be administered or a drug screen AND breath alcohol test is to be administered. A member of the medical team from EmployMed will come to Halifax Medical Center's ER and administer the drug screen and/or breath alcohol test.~~

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~~After Hours Accident Without Injury:~~

~~The supervisor calls EmployMed via pager at (386 820 4993). The supervisor needs to specify to EmployMed whether a drug screen is to be administered or a drug screen AND breath alcohol test is to be administered. A member of the medical team will meet the employee and supervisor at EmployMed, 1455 Dunn Avenue, Daytona Beach, FL 32114. 944 Bridgewater Drive, Port Orange, FL 32129.~~

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Employees are required to bring a doctor's note release form from the physician with return-to-work information, including any limitations on duty, to their supervisor as soon after receiving medical treatment as reasonably possible.

Notifies the Immediate notification is to be made to Human Resources as soon as practical following any workplace accident/injury. Department immediately. Human Resources
The supervisor initiates an investigation of the workplace accident/injury with the assistance of the Department Head, and the employee's immediate supervisor.
Investigations shall include the following:

- Incident reports are completed by the employee, the employee's supervisor and all witnesses.
- Photographs are taken as deemed appropriate.
- Human resources follows-up as needed through additional interviews, accident analysis, root cause, etc.
- All return to work activities are to be coordinated with the Human Resources Manager.

~~Completes the Supervisor's Accident Investigation Report and submits to the Human Resources Department.~~

~~Forwards all information to the Human Resources Department within two (2) working days~~

after the injury.

~~Notifies Human Resources Department of the date the employee returned to work. This step is necessary only if the employee misses scheduled time from the work site.~~

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OBTAINING NON-EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

PURPOSE OF PROCEDURE

This procedure establishes the guidelines for obtaining non-emergency medical treatment for a job related injury.

RESPONSIBILITY OF:

PROCESS STEP:

Employee	Reports the injury to the supervisor.
Supervisor	Reports the injury to the Human Resources <u>Manager</u> Director
Human Resources	Reports the injury to the Workers Compensation Carrier.

Employee	Reports to approved Medical Facility <u>for medical treatment and a post-accident drug screen</u> . Upon returning to work completes the Employee Accident Report and submits to the Supervisor. The supervisor submits this report to the Human Resources Department.
Supervisor	Completes all information and forwards to the Human Resources Department within two (2) working days after the injury. Notifies Human Resources Department of any lost time experienced by the employee as a result of the job related injury.
Human Resources:	Receives all bills, notes and return to work authorizations and advises Department accordingly.

MODIFIED TEMPORARY DUTY

GENERAL PROVISIONS

Employees injured as a result of a work related accident resulting in a Workers' Compensation claim will be placed in a modified temporary assignment subject to the following conditions:

- Modified temporary assignments will only be available for employees who are **TEMPORARILY** unable to perform all essential duties of their job due to an on-the-job injury.
- All policy guidelines for Workers' Compensation must be followed.
- The injured employee must provide documentation from the treating physician which states their specific physical restrictions. ~~Employees must be certified by the approved medical facility doctor, selected by the City as eligible for a modified temporary assignment.~~
- ~~All modified temporary assignments, with a duration of over five (5) working days, must be recorded, in writing and sent to the Human Resources Department.~~

- The modified, light-duty assignment will be based on the determination by the treating physician and the City's position availability.

ASSIGNMENT TO MODIFIED TEMPORARY DUTY

~~All modified temporary assignments will be subject to availability and to certification of the employee's eligibility by the City's approved medical facility.~~

Placement on any modified temporary assignment will be made first within the department where the employee worked when the injury occurred. Each Department will develop, assign and monitor their own modified temporary assignments according to operational needs. If a Department is unable to place the injured employee in a modified temporary assignment, the Department will immediately contact the Human Resources Department. The Human Resources Department may temporarily place the employee in another ~~d~~Department within the City.

Work hours for all modified temporary assignments will be at the discretion of, and based on, operational needs of the Department providing the assignment.

Consideration will be given to the employee's condition and requirements for access to follow up treatment.

If released by the City physician, for modified temporary duties, after the initial or any subsequent visit, the employee must immediately report to the supervisor with a completed Medical Certification form from the approved medical facility.

If no modified temporary duty is available to the employee at this time, a telephone number or other method of communication must be made available by the employee for future contact. The employee must report for a modified temporary assignment when notified by the Human Resources Department.

CERTIFICATION FOR MODIFIED TEMPORARY ASSIGNMENT

~~Following an on-the-job injury, all employees will follow the guidelines for Workers' Compensation claims as outlined in this manual. The approved medical facility will certify eligibility for a modified temporary assignment and will act as primary case manager. The approved medical facility will recertify eligibility on a regular basis in coordination with the Human Resources Department.~~

DURATION/TIME LIMITATIONS get with FMIT on 90-day limit, should there be a limit???

Modified temporary assignments, will have a duration based on a case by case basis with the goal of the employee to return back to their position as soon as they are released by the treating physician. ~~of no more than ninety (90) calendar days from the date of injury. If an extension of the modified temporary assignment is necessary, a review must be completed by the Human Resources Department and City Manager. Additionally, each assignment~~

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~~will be subject to review every 30 days by the approved medical facility and/or Human Resources Department.~~

An employee who is released by the physician as medically capable of performing all assigned duties of the position held when injured, will be returned to this position immediately.

An employee will be entitled, at his or her own expense, to a second medical opinion. If the medical opinions differ, then the final return to work determination will be made by the City physician. ~~Physician as designated by the City's Workers Compensation insurance carrier.~~

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~~An employee, who has been informed by the approved medical physician that he/she will never be able to perform the essential functions of the position held when injured, will be referred to the City's Human Resources Department. The Human Resources Department will review vacant positions within the City for which the employee meets minimum City qualifications. Employees placed in vacant positions, as a result of ADA eligibility, will be required to obtain medical clearance for the position from the approved medical facility.~~

IMPACT ON COMPENSATION

Employees in a modified temporary assignment will retain the full rate of pay received at the time of injury and will be paid by the Department in which they worked when injured until the end of modified temporary duty.

Employees will have no change in classification during assignment to modified temporary position. All benefits will continue and no break in service or loss of classification will occur.

9.2 NON-JOB RELATED INJURIES

The city does not provide a modified temporary duty or assignments to employees who incur conditions, injuries or illnesses which results in the employee becoming temporarily disabled which is not related to their position, employment or duties with the city.

9.3 CITY VEHICLE TRAFFIC CRASH INVESTIGATION PROCEDURES

DEFINITION

Any incident involving a city vehicle that results, either directly or indirectly, in an injury to any person or damage to any property, however slight.

PROCEDURE

Employees involved in a crash while driving a city vehicle, whether on or off-duty, shall

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~~immediately, report the incident to VCSO Communications by radio, call 911 and as soon as possible thereafter employees must call their supervisor immediately to report the accident. If~~

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the accident involves bodily injury and/or another vehicle, call 911 immediately. Employees operating their personal vehicle while conducting City business are also required to immediately report any accident by calling 911 and then by notifying their supervisor and calling 911 if the accident involves bodily injury and/or another vehicle.. ~~The dispatcher shall notify the on duty patrol supervisor.~~

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a. Inside Jurisdiction: If able, notify supervisor or department head immediately.

b. ~~Outside Jurisdiction: Employees involved in a crash in a city vehicle while outside the City of Holly Hill shall:~~

- ~~1). If able, notify the dispatcher via radio of the accident and request appropriate assistance from the agency having jurisdiction. If beyond, radio range, contact the appropriate agency by any means available. Upon arrival of assisting agency, request an investigation including photographs.~~
- ~~2). As soon as practical, police employees must notify the on duty the on duty shift commander of the crash.~~
- ~~3). Non police employees must notify their supervisor or department head as soon as possible.~~

EMPLOYEE SANCTIONS

Employees will be held accountable for damage to city vehicles and or equipment. All accidents involving damages to city vehicles and/or city equipment will be investigated by the supervisor. An Accident Committee consisting of The the City Manager, Human Resources Manager and the applicable Department Head will review the employee, supervisor and witness reports to recommend the appropriate sanction listed below. All sanctions and disciplinary measures will be applied uniformly and consistently city wide. Appropriate progressive disciplinary measures will be applied for infractions identified in Categories 2 through 4 up to and including discharge. Category 1 disciplinary sanctions will result in a minimum of a suspension without pay, up to and including discharge. The following shall apply to vehicle crashes:

- a. Category 1 – Intentional Damage:** Reimburse the city for repair or replacement of the property, appropriate discipline and possible criminal charges.
- b. Category 2 – Unintentional Damage with Extraordinary Negligence, or Employee is Unable to Explain the Damage:** Reimburse the city for the repair or replacement, up to \$500 and appropriate discipline.
- c. Category 3 – Unintentional Damage which Could have been Prevented with Due Care and Caution:** Reimburse the city for repair or replacement up to \$100 and appropriate discipline.
- d. Category 4 – Damage Occurred as the Result of Some Element of Negligence on the Part of the Employee:** Appropriate discipline.
- e. Category 5 – Unavoidable Damage at No Fault by the Employee:** Employee will not be responsible for any costs associated with

the repair or replacement and will not be subject to disciplinary action.

9.4 FAMILY/MEDICAL LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

PURPOSE

~~The Family/Medical Leave Policy of the City of Holly Hill provides covered employees up to twelve (12) weeks of leave per year for an employee's serious illness, the birth, placement or adoption of a child, or caring for a spouse, child or parent. Per year is defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.~~

ELIGIBILITY

~~To be eligible an employee must have been employed by the City of Holly Hill: (1) for at least twelve [12] months; and (2) worked for at least 1,250 hours during the previous twelve [12] months.~~

QUALIFYING EVENTS

~~Eligible employees may utilize the Family/Medical Leave Policy subject to the following qualifying events:~~

- ~~■ The birth of a child of the employee and in order to care for such child.~~

~~The Family Medical Leave policy can only be utilized within twelve (12) months after birth, adoption or placement.~~

- ~~■ The placement of a child with the employee for adoption or foster care.~~
- ~~■ To care for a spouse, child, or parent with a serious health condition, either physical or psychological in nature.~~

- ~~A serious health condition of the employee, which renders the employee unable to perform the functions of the employee's position.~~
- ~~To prepare for the departure of a spouse, son, daughter or parent being on active duty or having being notified of an impending call or order to active duty in the Armed Forces.~~

~~Eligible employees are provided 26 weeks of FMLA during a single 12-month period for a spouse, son, daughter, parent or nearest blood relative caring for a recovering service member. A recovering service member is defined as a member of the Armed Forces who suffered an injury or illness while on active duty that may render the person unable to perform the duties of the member's office, grade, rank or rating.~~

COVERED RELATIONS

~~The Family/Medical Leave Policy shall define a child to include biological, adopted and foster children, as well as stepchildren, legal wards or "children" of a person acting in the day-to-day capacity of a parent.~~

~~The term parent shall be defined to include biological parents as well as a person that acted in the capacity of a parent towards the employee.~~

MEDICAL CERTIFICATIONS

~~When making a request for leave to care for a child, spouse, or parent for personal medical leave the employee must provide medical certification from an appropriate health care provider.~~

~~Medical certification information is to include the following:~~

- ~~Verification that the employee, employee's child, spouse, or parent has a serious health condition.~~
- ~~The date the serious health condition commenced and its anticipated duration.~~
- ~~The medical facts regarding the serious health condition; and~~
- ~~If the request for leave is due to the serious health condition of a covered relation, a statement that the employee is needed to care for the child, spouse or parent and the amount of time needed to provide such care.~~

~~If the request involves partial or intermittent leave, verification of scheduled treatment is required. (See scheduling leave within this policy.)~~

~~For employees requesting medical leave due to a serious health condition, the Department~~

~~Head may request, at the City of Holly Hill's expense, the employee obtain the opinion of a second health care provider chosen by Holly Hill. If the two health care providers disagree about any information in the certification, the parties involved will mutually select a third medical provider at the City of Holly Hill's expense. The decision of the third provider shall be final and binding.~~

~~MEDICAL CONDITIONS COVERED~~

~~For purposes of the Family/Medical Leave Policy, a serious health condition requires:~~

- ~~■ Disabling physical or mental illness, injury, impairment, or condition which substantially restricts the participation in school or daily activities on a recurring or continuing basis; and~~
- ~~■ Inpatient care in a hospital, a nursing home, or a hospice; or~~
- ~~■ Outpatient care requiring continuing treatment by a health care provider~~

~~SCHEDULING LEAVE~~

~~An employee must provide the Department Head with at least thirty (30) days notice of the need for leave for birth, adoption, foster care, or planned medical treatment when the need for leave is foreseeable.~~

~~An employee must make notice as reasonable and practicable as possible when the need for leave is unforeseeable.~~

~~In situations where the need for leave is based on planned treatment or to care for a family member, the employee must make a reasonable effort to schedule the treatment in advance.~~

~~Leave may be taken intermittently (e.g., periods of leave consisting of one hour or more to several weeks) or on a reduced leave schedule (e.g., reduced hours per workweek or workday) if the employee has a serious condition or is caring for a covered relation with a serious health condition, provided intermittent or reduced leave is medically necessary.~~

~~The Department of Labor regulations under the FMLA provide that deductions may be made from the salaries of exempt employees "for any hours taken as intermittent or reduced FMLA leave within a workweek, without affecting the exempt status of the employee".~~

~~An employee taking intermittent leave or on a reduced leave schedule may be temporarily transferred to: (1) a position for which the employee is qualified; (2) a position which is more suitable for recurring periods of absence to better accommodate the leave; or (3) a position of equivalent benefits, pay, and other terms and conditions of employment.~~

~~Employees will not be granted intermittent leave or a reduced leave schedule for the birth, placement, or adoption of a child.~~

~~The City will provide to any employee requesting Family Medical Leave written notice of the City's determination as to entitlement to such leave, within two business days of the request.~~

~~An employee with more than one qualifying event within a twelve (12) month year is not entitled to a separate twelve (12) week period of leave for each event.~~

USE OF LEAVE TIME

~~Employees who receive approval for leave under the Family/Medical Leave Policy due to a serious health condition must first use accrued sick leave, vacation leave, and/or any other leave prior to the granting of Leave of Absence Without Pay. Leave must be used in the order presented above.~~

~~An employee may use accrued vacation leave for the birth, placement or adoption of a child.~~

~~Employees taking leave consecutively must use accrued leave equal to the employee's regularly scheduled weekly work hours.~~

~~An employee who receives approval for leave under this policy is not required to be absent forty (40) consecutive hours in order to access sick leave. Upon approval of leave through this policy, the employee can immediately use available sick leave.~~

~~The total paid and unpaid leave, in compliance with the Family/Medical Leave Act, shall not exceed 12 weeks per year. After exhausting your rights under the Family/Medical Leave, all other City policies will apply. Spouses who are both employed by the City of Holly Hill are entitled to only one twelve (12) week leave period, per year, in the event of a birth, adoption or placement of a child. Leave time may be split between the spouses to meet the family needs.~~

~~This policy prohibits an employee the ability to work a second job during this period while exercising his/her rights under FMLA.~~

BENEFITS

~~During the period(s) of time an employee is on approved Family/Medical Leave, as defined by the Family/Medical Leave Policy, health insurance coverage and other elected benefits (exceptions exist with the Pension Systems) will continue under the same conditions as before the leave began.~~

~~Employees must coordinate payment of benefits premiums with the Payroll Department while on Leave of Absence Without Pay due to a qualifying event of the Family/Medical Leave Policy.~~

RETURNING FROM LEAVE

~~Employees must communicate with their Department as to when they will return to work. The Department Head may require the employee to provide certification that he/she is able to resume full duties after leave due to a serious personal health condition.~~

~~An employee, returning from approved leave relating to the Family/Medical Leave Policy, is entitled to the position held before the leave began.~~

~~Revised 2/12/08
(DRAFT - FOR NEXT UPDATE)~~

9.5 DOMESTIC VIOLENCE LEAVE LAW

Employees who have been employed for 3 or more months, are entitled to take up to 3 days of Domestic Violence Leave in a 12 month period if the employee or a member of the employee's family or household is the victim of domestic violence.

An employee's use of Domestic Violence Leave is limited to the following activities:

1) to seek an injunction against domestic violence; 2) to obtain medical services from a victim of domestic violence; 3) to obtain services from a victim services organization; 4) to make the employee's home secure from or to escape from the perpetrator of the domestic violence; or 5) to seek legal assistance or attend court proceedings related to the domestic violence.

Except in cases of imminent danger, the employee must provide his or her supervisor with advance notice of the need for Domestic Violence Leave in compliance with the city's requested leave procedures. An employee requesting Domestic Violence Leave must provide documentation of the act of domestic violence for which the leave is needed. Due to the sensitive nature of domestic violence issues, all information relating to an employee's Domestic Violence Leave will be confidential.

An employee must first exhaust all annual vacation, personal, or sick leave before he/she is entitled to leave without pay for domestic leave purposes.

9.6 SAFETY PROGRAM

The management of the City of Holly Hill is committed to providing employees with a safe and healthful workplace by developing and administering a safety program which incorporates the standards and practices adopted by the safety profession as the most effective in preventing injuries, occupational diseases, vehicular accidents, liability exposure, and damage to equipment and materials. The City's Workplace Safety Program is a separate document available to all employees which includes general safety responsibilities and safety rules and procedures.

~~The City of Holly Hill is vitally interested in the safety and well being of every employee and the general public. It is the intent of the City to provide safe equipment, procedures, and surroundings for all employees. The City Manager/Designee shall be responsible for establishing a comprehensive safety program.~~

~~9.7~~ 9.7 SAFETY COMMITTEE

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A Safety Committee, appointed by the City Manager or his/her designee will hold meetings and review all on-the-job injuries and accidents involving property damage in an effort to reduce injuries and accidents. The Safety Committee will review all injury reports, supervisor investigation and employee accident reports and address safety concerns regarding preventable accidents and site inspection findings with department staff and make recommendations for improvement. Assist management in updating the workplace safety program by evaluating employee injury and accident records and identifying safe work practices to mitigate hazards in the workplace. The Committee will be responsible for participating in safety training and assist department management staff in monitoring workplace safety education to the employees

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~~The Safety Committee will also visit city facilities and sites and note any necessary needed repairs and make recommendations to the Public Works Department.~~

Revised 8/07

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SECTION 10 CODE OF CONDUCT

10.1 GENERAL STATEMENT

This code of conduct applies to all employees in City service.

Employees violating these provisions or any provision contained in these policies may be subject to disciplinary action up to and including termination.

All employees are expected to remember they are public service employees and to conduct themselves according to the following:

- Employees shall not conduct themselves in any manner, which discredits the government of the City of Holly Hill, public officials, eCity administration, supervisors, fellow employees, or themselves.
- Employees shall avoid conduct and speech which undermines the efficiency and/or reputation of fellow employees, City departments, elected officials, policies, programs and actions; or that interferes with the reasonable supervision or proper discipline of the City.
- Employees shall direct and coordinate their efforts to establish and maintain the highest level of efficiency, morale, and achievement.
- Employees shall conduct themselves in such a manner as to bring about the greatest harmony among the various units in the City.
- No employee shall make any false statement or certification of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies with regard to employment, promotion or transfer.

10.2 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures, which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.3 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP OF INTEREST**

Employees who participate in approving, recommending or preparing any part of a purchase or procurement requires, influence the content of any specification or procurement standard or render advice, investigate, audit or act in any other advisory capacity in the procurement process may not be employed by or perform work for any person or entity seeking to provide or providing contractual services to the City.

Employees acting in their official capacities shall not, directly or indirectly, procure contractual services for the City or substantially participate in the procurement of contractual services for the City from any business entity in which a relative, as defined by Florida Statute ~~Chapter 112s~~ Chapter 112.312, is an officer, partner, director, or owner or in which such employee or his/her spouse, child, or any combination thereof has a material interest.

Employees are responsible for disclosing to their Department Head any instance where a relative, any other person with whom the employee shares a residence or maintains a personal relationship akin to that of relative is employed in any capacity in an organization or business entity which is being considered or has been approved to provide goods or services to the City of Holly Hill and the employee will participate through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities. Department Heads are responsible for reporting such disclosures to the City Manager, Director of Finance and the Human Resources Manager.

Employees shall not use or attempt to use their positions or any City property or resource entrusted to them in an effort to obtain a special privilege, gain or benefit for themselves or others.

Any employee who wishes to perform “outside employment”, or continue same if a new employee (e.g. working for an employer other than the City, engaging in private or self-employment for personal gain, or rendering service to private interests for compensation) may do so only after first obtaining written approval from his/her immediate Department Head. A copy of the written request with appropriate approvals shall be forwarded to the Human Resources Department and placed in the employee’s personnel file.

No employee shall be permitted to perform outside employment that would violate any provision of State law or would present a conflict of interest, real or perceived, when viewed in the context of the employee’s City position.

Outside employment shall not interfere with the employee’s effectiveness in his/her City position or impede, be inconsistent with, or adversely affect the performance of his/her City employment.

No equipment, supplies, facilities, vehicles, uniforms or other property of the City may be used by employees to pursue or engage in outside employment. This prohibition shall include any City resource service regardless of whether the employee intends to reimburse the City for costs.

Permission to engage in outside employment may be denied or withdrawn at any time by the Department Head with the concurrence of the City Manager and the Human Resources Manager upon a determination that such activity is interfering with or may likely interfere with the employee's efficiency or production, causes discredit, or is in conflict with the best interests of the City.

10.4 CONFLICT OF INTEREST REGARDING CONTRACTED CITY/COUNTY WORK AND/OR PURCHASE OF PROPERTY, MATERIALS OR SUPPLIES PROHIBITED

Employees are prohibited from seeking business with or submitting bids to the City or having a material interest in any entity that seeks business with or submits bids to the City.

The term "material interest" shall mean a direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity, but indirect ownership does not include ownership by a spouse or a minor child.

Employees and entities in which they own a material interest may bid on surplus City property. Employees that are in the decision making approval role to declare City property as surplus may not bid or purchase that property.

~~City employees who may be in a position to influence City decisions shall refrain from relationships, which may adversely affect their judgement in dealing with City suppliers or goods and services or with other public agencies.~~

~~An outside personal or business/economic relationship which affords present or future financial benefits to an employee, an employee's family, or to individuals with whom the employee has business or financial ties, may be considered a conflict of interest requiring evaluation by the City Manager or designated representative when:~~

- ~~■ The employee acts as director, officer, agent, proprietor, partner, stockholder (if owning in excess of ten percent of securities outstanding), employee, paid consultant or advisor to a City supplier or with other public agencies.~~
- ~~■ The employee is engaged in a private business or financial relationship, which may secure advantage of goods, services, or influence due to the employee's position with the City.~~
- ~~■ The employee procures or designates sources for the procurement of any parts, materials, services, supplies, and facilities for City purchase or lease in the~~

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~~employee's name or in the name of others.~~

~~An employee having an outside personal or business/economic relationship under the conditions specified above should disclose in a written sworn statement to the City Manager at six month intervals the nature and scope of the relationship and the extent of financial benefits received. If the employee is in doubt that a conflict of interest exists, it is the employee's responsibility to seek clarification from his/her supervisor.~~

~~If a conflict of interest is found to exist, the supervisor will forward the matter to the City Manager's office for disposition.~~

GIFTS AND GRATUITIES

Employees may accept only authorized compensation for performance of our duties and must respectfully decline any gifts or gratuities from those with whom we do business. Employees are required to report any actual or perceived conflicts of interest.

Employees shall not solicit or accept any gift, either directly or indirectly, from any person or entity doing business with, regulated by, or seeking to do business with the City, or from the agent or lobbyist of any such person or entity.

The term "gift" means any gratuity, benefit, or any other thing which is accepted by, or given to an employee or another on the employee's behalf either directly or indirectly, and includes by way of illustration and not limitation, the following:

- a) Real property
- b) Tangible or intangible personal property as defined in Florida State Statute F.S.S 192.001
- c) A preferential rate or term on a debt, loan, goods or service that is neither a government rate available to all other similarly situated government employees or officials or a rate which is available to the public
- d) Forgiveness of an indebtedness,
- e) Transportation, lodging or parking,
- Food or beverage,
- f) Membership dues,
- g) Entrance fees, admission fees, or tickets to events, performances or facilities,
- h) Services provided by persons pursuant to a professional license or certificate,
- i) Other personal services for which a fee is normally charged by the person providing the services,
- j) Any and all other similar goods or services having value not already providing for this this definition,

The term "gift" does not include:

- a) Salaries, benefits, services, fees commissions, or expenses associated

- with the employee's employment.
- b) Contributions or expenditures reported pursuant to Florida State Statute Chapter 1066, F.S.S.; campaign-related personal services provided without compensation by volunteers or any other contribution or expenditure by a political party.
- c) An honorarium or an expense related to an honorarium event paid to individuals and/or family members provided, however, disclosure of same shall be made in writing, to the Human Resources Manager,
- d) An award, plaque, certificate, or similar personalized item given in recognition of the employee's public, civic, charitable, or professional service.
- e) An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization,
- f) The lawfully permitted use of a public facility or public property for an authorized and approved purpose,
- g) Candy, food products, or plants which are generally distributed during holidays as an act of courtesy or benevolence; provided, however, that such items shall be placed in an area which allows and encourages all employees and the public to partake of such items,
- h) Office supplies such as calendars, pens, pencils or address books of a nominal value, and which are distributed generally to employees,
- i) Discounts offered to all employees,
- j) Door prizes awarded "by chance" at business and related conferences and seminars.

Exceptions regarding gifts

- a) When an employee's duties and responsibilities include attendance at business, industry or public luncheons or dinner meetings with public, industry, or business committees, organizations, or associations and these meetings are related to City business, employees may participate. When a meal is provided at the function, the employee is authorized to accept the meal.
- b) Employees authorized to attend meetings, seminars, convention, etc. sponsored by professional organizations are free to participate in the social functions that are part of the meetings or sanctioned by the host.
- c) It may be appropriate for employees to attend social functions sponsored by an industry, business, or profession for a broad spectrum of community groups. However, in deciding to attend such functions, employees should be careful to avoid any appearance of impropriety.
- d) Employees are prohibited from promoting private business or from engaging in political activity, on behalf of themselves or others while on City time.
- e) Any employee receiving a gift from any individual, partnership association, corporation, or other organization, whether public or private, doing business with or subject to regulation by the City, or the agent or lobbyist of such individual or entity, shall report the gift in writing to the Human Resources Manager within five working days of receipt of the gift. The employee will be advised on the proper handling of the received gift. Employees shall not accept any gift authorized herein based upon an understanding that his/her official acts or judgement will be influenced thereby.

Gifts and Gratuities

No employee shall solicit or accept anything of Value to the recipient, including a gift, loan, reward, promise of future employment, favor or service, upon any understanding that the votes, official action, or judgement of the employee would be influenced thereby.

A non-monetary gift, including meals or entertainment, when offered gratuitously and carrying a total value of less than twenty-five (\$25) may be accepted if the employee can ensure that it was not offered to influence his/her judgement, action, or vote. It is the employee's responsibility to avoid the appearance of a conflict of interest and discretion should be used in accepting gifts valued under the amount state above. If there is any doubt about the intent of the person giving the gift or its value is \$25 or greater, then a City employee must decline to accept it.

BRIBERY

An attempt to bribe an employee is a flagrant attack on the integrity of the City. A bribery attempt occurs when an offer is made to give anything of value to an employee with the intention that the employee will do something or fail to do something relating to the performance of the employees duties. Whether the action or inaction would have taken place anyway is not pertinent to whether a bribery attempt has occurred.

Bribe offers are often made subtly rather than in direct fashion. Employees must be perceptive and alert to solicitations to accept gifts of money or anything else of value in return for acts or omissions involving their official functions and shall promptly report suspicious offers in order that a trained personnel can evaluate the facts and initiate investigations when required. Any employee who has reasonable grounds for believing that a bribe attempt has occurred or will occur shall:

- a) Immediately report the matter to his/her appropriate Department Head or the City Manager; and,
- b) Cooperate fully in any investigation.

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~~Employees that regulate enforce code provisions or review project proposals, procurement or bids under evaluation shall not accept anything of value (meals included) from a person who currently has a project, proposal, procurement or bid before the employee or a committee on which he/she serves.~~

~~It is understood that once a selection is made, working lunches or social functions may be scheduled by the project representative or consultant. Discretion should be exercised by all employees regarding attendance at such functions.~~

10.4 DISCLOSURE OF INFORMATION

Information that is obtained in the course of official duties shall not be released by any employee unless the employee is charged with this responsibility as a part of his/her official duties. ~~Employees may not, either directly or indirectly, use their official positions with the City or information obtained in connection with their employment for private gain or personal benefit. Employees shall not, in order to gain any personal advantage for themselves or for another, use or furnish any information to anyone which is not available to the public generally, and which was obtained as a result of City employment. This policy does not limit, hinder, or prevent the giving or using of information in performing official duties.~~

10.5 HEARING REFUSAL

Indictment

An employee is responsible for immediately notifying his/her immediate supervisor when information has been filed by a prosecuting official against him/her for an offense or violation of law (including moving traffic violations) and/or when indicted by a Grand Jury. Employees indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense may be suspended without pay with prior approval of the City Manager. Such suspension may continue until such charge has been disposed of by a trial and conviction or acquittal of the accused, or by dismissal or quashing of the charge.

If the employee pleads nolo contendere, or guilty, to any charge or is tried and found guilty, the employee may be immediately terminated from City employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the affected employee's Department Head and Human Resources Director will review his/her employment status regarding reinstatement, re employment, continuing employment, etc.

If the incident or charge is directly work related, or non-work related, nothing shall preclude the City from initiating disciplinary action independent of any judicial hearings or proceedings.

10.6 PROMOTION OF PRIVATE BUSINESS

Employees are prohibited from promoting or conducting personal or private business for

gain or personal benefit on City time.

10.7 POLITICAL ACTIVITY RESTRICTIONS

It is the City's intent to promote more efficient public service by relieving public employees of political pressure and to protect against a clear, substantial, and direct threat to the efficiency, integrity, or morale of City employees, by regulating the political activities of its employees subject to the City policies:

- ~~No~~ City employees shall not use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.
- ~~No~~ City employees shall not directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his salary, or any money or anything else of value to any party, committee, organization, agency or person for political purposes. Contributions that are strictly voluntary in nature for political purposes are permitted.
- ~~No~~ City employees shall not directly or indirectly coerce or attempt to coerce, command or advise any such officer or employee as to where he might purchase commodities or to interfere in any other way with the personal right of said officer or employee.
- All employees retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.
- Employees may express opinions on candidates or issues and participate in political campaigns only during off duty hours. No employee can take part in any political campaign while on duty, or within any period of time during which the employee is expected to perform services for which the employee receives compensation from the City.
- The use of employee work time or equipment, supplies or funds to assist political parties or candidates for public offices is prohibited.

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10.8 POLICY STATEMENT CONCERNING DISCRIMINATION AND ALL FORMS OF HARASSMENT

All employees have the right to work in an environment free of discrimination and any form of harassment or hostility based on race, religion, color, gender, age, sexual orientation, genetic information, marital/family status, marital status, national origin, ~~or~~ disability or veterans status.

To ensure that no employee is subjected to discrimination, harassment, or hostility, the City also prohibits any offensive physical, written, or spoken conduct regarding any of these subjects, including conduct of a sexual nature. Such conduct may constitute harassment when engaged in by one employee toward another or by someone in the City in a position to influence employment decisions when:

- submission to such conduct is made either expressly or implicitly a condition of the recipient's continued employment; or
- submission to or rejection of such conduct by the recipient is used as the basis for repeated and unwelcome physical, written, or spoken conduct by either a Supervisor or any fellow employee that substantially interferes with an individual's work performance or creates what a reasonable person could consider to be an intimidating, hostile, abusive, or offensive working environment.
- Employees who engage in such behavior, which is both illegal and in violation of the City's policy, shall be subject to disciplinary action, up to dismissal, and may be personally liable for damages in the event of successful litigation against them.

Sexual harassment is a form of gender discrimination and is not considered acceptable conduct by the City. Examples of this type of harassment are defined as follows:

- ~~Unwelcome~~ physical contact;
- Sexually explicit language or gestures;
- Uninvited or unwanted sexual advances;
- Offensive overall environment, including use of vulgar language, the presence of sexually explicit photographs or other materials, the telling of sexual stories, or making sexual innuendoes; or
- Any material, picture, poster, or cartoon that could be characterized as demeaning from the perspective of sex or gender.

Department Directors, managers, and supervisors are responsible within their specific organizational areas for publicizing and enforcing this policy. They should a) express strong disapproval of any form of harassment; b) support, disseminate information about, and enforce the City's policy and procedures concerning harassment; c) increase awareness of all employees about harassment through access to training targeted towards identifying all its ramifications; and d) take all complaints seriously.

If an employee believes that he is being subjected to any of these forms of harassment or believes he is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, the employee is encouraged to report such occurrences to a Department Director, the Human Resources Director (who has responsibility for administration of this policy), or the City Manager (if the complaint is against a Department Director). Any complaint will be investigated promptly, under the direction of the Human Resources Director, Department Director, City Manager, and/or legal counsel, depending upon the nature of the complaint. Upon the conclusion of the investigation, appropriate action will be taken if it is determined that violations have occurred.

A record of the complaint and the findings will become a part of a complaint investigation record, and the file will be maintained separately from employees' personnel files. Any resulting disciplinary action will become a part of the permanent personnel file of the employee receiving the disciplinary action.

At the conclusion of the investigation of a complaint, all records become public records, in accordance with applicable Florida Statutes.

Grievance Procedures

Complaints or allegations of any form of harassment shall be examined impartially and resolved promptly in accordance with the Grievance Procedures specified in the City of Holly Hill's Personnel Rules & Regulations.

Any person who files a complaint regarding discrimination or harassment will be treated courteously, the problem handled swiftly and confidentially (to the extent practical and to the extent allowed by law), and the filing of a complaint will not be used or held against the employee, nor will it have an adverse impact on his employment status. This does not preclude disciplinary action against an employee who knowingly files a false complaint.

As in all grievances, it is the employee's responsibility to factually support the allegations. You can raise concerns and make reports without fear of reprisal or retaliation, provided that your complaint was made in good faith and not for any malicious or improper purpose. Complaints of discrimination or harassment will be promptly investigated. To the extent possible, your confidentiality, that of any witness, and that of the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

10.9 SMOKE-FREE, TOBACCO-FREE WORKPLACE

This policy is to establish a smoke free/tobacco free workplace.

- All government buildings (defined as any building, or any portion of any building, owned by or leased to the state or any political subdivision thereof and used for governmental purposes) and City vehicle will be designated as 'Non-Smoking/Tobacco-Free'. The Tobacco-Free designation shall include E-cigarettes.
- There shall be no offices hallways, restrooms, departments, or rooms that shall be designated as smoking or tobacco use areas in any governmental buildings within the City of Holly Hill and to include any and all City vehicles.
- ~~Any employee hired after _____, 2015, must be tobacco free and as a condition of continued employment must remain tobacco free. Pre-employment testing for tobacco use will be performed as well as periodic post hire testing for tobacco use.~~
- In order to enforce the preceding policy, disciplinary actions will be taken to violators of this policy.

Assistance for Smokers

Surveys reveal that nine out of ten smokers would like to quit smoking, and nearly 30% of them will make a serious attempt this year. Many employees whose smoking is restricted at the workplace report that they are able to quit smoking more easily. The City of Holly Hill will provide, on the request of the employee, self-help manuals on smoking cessation that are provided by the American Lung Association. Also, various pamphlets will be available to all employees through their Department Head on the harmful effects of smoking and ways to quit.

10.10 WORKPLACE VIOLENCE POLICY

PURPOSE

The City of Holly Hill maintains a zero tolerance policy toward workplace violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. It is the intent of the City to provide a workplace, which is free from intimidation, threats, or violent acts.

DEFINITIONS

Workplace violence includes, but is not limited to, harassment, threats, physical attack, or property damage. A threat is the expression of an intent to cause physical or mental harm or emotional distress regardless of whether the person communicating the threat and regardless of whether the threat is contingent, conditional or future. Physical attack is intentional, unwanted or hostile physical contact with another person such as hitting,

fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property, which includes property owned by the City, employees or others.

POLICY

Violence, or the threat of violence, by or against any employee of the City of Holly Hill or other person is unacceptable and violates City policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Possession, use, or threat of use, of weapon, including any type of firearms, is not permitted at work, or on City property, including a City Vehicle, unless such possession or use of a weapon is a necessary and approved requirement of the job.

Any person who exhibits unusual behavior or makes threats, exhibits threatening behavior, or engages in violent acts on City property shall be removed from the premises as quickly as safety permits, and shall remain off the City's premises pending the outcome of an investigation.

All city personnel are responsible for notifying a supervisor of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent.

No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment based upon his or her report.

The actions of a supervisor, manager, or other employee will be dependent on the seriousness of the situation. However, consistent with personal safety, managers and supervisors have a responsibility to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creating a threat to others.

IN IMMEDIATE EMERGENCY SITUATIONS – CALL 911

As with any other emergency involving fire, violence, potential violence, or medical incidents, the first thought and action is to call 911 and report as many details as possible so that the appropriate emergency response unit can be dispatched.

NON EMERGENCY SITUATIONS

Persons should report the situation to their immediate supervisor, their Department Head, or the Human Resources ~~Director~~ Manager. In emergency situations, whereby a citywide threat to employees may be determined to exist, the Human Resources ~~Director~~ Manager will contact the Police Chief ~~Public Safety Director~~ to conduct an evaluation of the incident.

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The ~~Public Safety Director~~Police Chief or designee will perform a threat assessment and evaluate the reported situation as well as prior incidents in its recommendation of an action plan which may include: addressing of workplace security matters, legal action through the State Attorney's Office and/or Police Department, issuance of trespass warnings by the Police Department, recommendations that an injunction or protective order be sought, a mandatory fitness for duty evaluation, Employee Assistance Program referral, suspension, termination, job reassignment, or any other means available to insure a safe working environment for all employees.

10.11 WEAPONS AND FIREARMS

INSERT A NO WEAPONS POLICY HERE.

With the exception of sworn member of the City's Police Department, employees may not, at any time while on any property owned, leased or controlled by the City, including anywhere that City business is conducted, such as conferences, trade shows, restaurants, etc., possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Under Florida law employees may keep properly registered fire arms in their locked cars.

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10.12 EMERGENCY ESSENTIAL PERSONNEL – MANDATORY REPORTING

General Purpose:

The City of Holly Hill provides numerous services to its citizens that impact their safety, health and welfare. These services must continue to be provided even during emergency situations such as hurricane, flood, storm, fire or other type of disaster whether man-made or the result of nature. In the event of severe weather conditions or other emergency situation, the City Manager is authorized to declare an **Emergency Situation** under which all employees are required to report for work.

Essential Personnel:

All employees are considered to be **Essential Personnel** and are vital to the operation of the City and whose presence is required regardless of the existence of an emergency and whose absence from duty could endanger the safety and well-being of the residents of the City of Holly Hill.

Reporting:

Essential Personnel are expected to report for their normal shift, or an alternative shift as conditions warrant, once notified that the City Manager has declared an Emergency Situation.

Essential Personnel may be assigned to an alternative shift with minimal notice based upon the needs of the City in order to provide necessary services to its citizens. Alternative shift assignments are made by the Department Head.

Essential Personnel who are on pre-approved leave when an Emergency Situation has been declared, and who have not traveled outside of a fifty (50) mile radius of the City of Holly Hill, shall report for work during the declared emergency. (In this instance, leave balances will be restored as appropriate.)

Essential Personnel who fail to report for duty during a declared Emergency Situation are subject to disciplinary action. However, each situation will be evaluated on a case-by-case basis taking into account the following: (i) whether the employee has experienced damage to his home or car which requires immediate attention, (ii) the employee's eventual reporting time is reasonable in its relation to the need to attend the personal emergency encountered at home, and (iii) access to roadways and safe transport to his assigned work location.

Essential Personnel should assess their home and family situation annually to ensure that they have made plans to ensure the safety of family members and property prior to the occurrence of an Emergency Situation.

10.13 ON-CALL/STAND-BY/PEST – POLICY

General Purpose:

The City of Holly Hill's Public Works Department provides essential services to the citizens of the City through its water, sewer treatment, streets and building & parks departments. In an effort to ensure that these services are not interrupted, the City utilizes an On-call/Stand-by/PEST program. Under the On-call/Stand-by/PEST Policy designated Public Works employees are required to respond to emergency calls or emergency service interruption issues immediately.

Eligibility for Designation as an On-call/Stand-by/PEST Employee:

- Employees designated to participate in the On-call/Stand-by/PEST program are required to have the following licenses/certifications:

will be cross trained in the following areas:

Water
Sewer
Lift Stations
Streets and Drainage

- Employees who are designated as Essential Personnel are **not** automatically assigned to On-call/Stand-by or PEST status.
- Employees who are designated as On-call/Stand-by/PEST personnel will be informed in advance via the On-call/Stand-by/PEST Program Designation Form Policy.

On-call/Stand-by/PEST Program Participant Requirements:

- On-call/Stand-by/PEST assignments will be allocated among eligible employees on a rotating basis.
- Employees designated to participate in the On-call/Stand-by/PEST Program are required to be accessible via telephone at all times while On-call/Stand-by/PEST and must be able to respond to Public Works, in required, within 60 minutes of the time that he receives a call regarding a service interruption or emergency situation.

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- ~~— Employees designated to be On-Call/Stand-by/PEST must remain in “response ready” condition while serving their On-Call/Stand-by/PEST duty/rotation.~~
- ~~— If the designated On-call/Stand-by/PEST employee is inaccessible On-call/Stand-by/PEST pay will be forfeited. In addition, the designated On-call/Stand-by/PEST employee may be subject to disciplinary action up to and including termination of employment.~~

Duration of On-call/Stand-by/PEST Assignment:

- ~~— Each On-call/Stand-by/PEST assignment is made for a duration of no more than 1 week. Assignments began at 12:00 noon each Friday and end at 11:59 a.m. on the following Friday.~~

Compensation for On-call/Stand-by/PEST Team Assignment:

- ~~— Compensation for an On-call/Stand-by/PEST Team Assignment shall be \$100.00 per week.~~
- ~~— In the event the designated On-call/Stand-by/PEST Team employee is required to report to the Public Works yard/facility outside of his normal work hours, he will be compensated for actual hours worked in accordance with the City’s existing compensation policies and pay practices.~~
- ~~— An employee may not receive On-Call/Stand-by/PEST Program compensation at the same time that he is receiving pay for sick leave as it is presumed that the employee would be unable to report for duty when ill.~~

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SECTION 11 DISCIPLINARY ACTION

11.1 GENERAL STATEMENT

It is the intent of the City of Holly Hill that effective management and supervision, as well as good employee-employer relations, will be preventive mechanisms. Positive working relations will avoid situations, which result in disciplinary action.

The policies contained herein, are intended to provide Supervisors/Managers with direction and guidelines for fair, equitable, and consistent application of solution-oriented discipline.

The initiation of disciplinary action for regular full-time employees shall:

- Identify elements of an employee’s work habits that are contrary to the rules, regulations, policies, and/or procedures, of the City.
- Identify and measure work performance problems.

- Provide constructive feedback to the employee.
- Encourage employees to cooperate and be productive members of the work force.
- Plan and conduct a discussion to improve an employee's performance and/or work habit, which is less than acceptable.
- Provide documentation of the supervisor's efforts and communication to the employee regarding his/her performance and work habits.

11.2 DISCIPLINARY ACTION AUTHORITY

It shall be the responsibility of the supervisor:

- Review the performance of his/her employees and identify deficiencies.
- Identify employee work habits that are contrary to the policies, procedures, ~~and/or~~ departmental operating procedures and safety policies/procedures.
- Document, initiate, and select an appropriate action plan in conjunction with the employee.

- Forward appropriate proposed disciplinary actions to Department Head. Department Head's may recommend suspensions, demotions, and terminations subject to prior review of the Human Resources ~~Manager~~ Director.
- Assure that the Human Resources ~~Manager~~ Director receives completed copies of all official disciplinary actions.
- Obtain prior concurrence from the Human Resources ~~Manager~~ Director in the event that disciplinary action deprives the employee of monies, that has a financial impact on the employee.
- Ensure the right of due process is provided for all permanent employees without restriction.

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11.3 DUE PROCESS

Due process is the established course of disciplinary proceedings that safeguards the rights of the employee. Due process encompasses the progressive disciplinary process established in these policies that provides opportunity(s) for the employee to discuss the work habit or performance problem and establish a corrective action plan with the supervisor.

~~Due process is not available to employees serving their initial probationary period of employment.~~

The City of Holly Hill requires a pre-determination hearing for all employees to respond to actions which may result in loss of monies; demotion (unless voluntary), suspension without pay, and termination, as required by law.

11.4 TYPES OF DISCIPLINARY ACTION

The following guidelines are to be used when considering and selecting the most appropriate and effective type of disciplinary action:

- Each work habit offense or failure to perform must be viewed and judged individually dependent on the circumstances.
- The ~~least severe~~ most appropriate action should be considered for each offense with the primary focus being resolution of the offense.
- Continued work habit offenses or poor performance may justify more progressively stringent discipline. This could lead up to and include termination.
 - In determining the best course of disciplinary action to achieve an immediate positive permanent change in behavior on the part of the employee, the supervisor will consider the following factors in each case:

- - Seriousness and circumstances of the particular offense.
 - Lapse of time since an employee last received disciplinary action and frequency of the problem.
 - Counseling efforts to advise an employee of the problem.
 - Impact on an employee and implications for other employees.
 - Available justification and objective documentation to support the action.
- All of the above considerations may not apply if serious in nature where termination may be appropriate.
- While discipline is typically managed in a progression, the severity of an offense, the time between successive offenses and the aggregate of all offenses are to be considered in issuance of any subsequent discipline. Aggregate discipline may be suspension, demotion, or termination of employment.

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GENERAL PROVISIONS

Acceptable disciplinary actions may, depending upon the circumstances, include, but are not limited to:

- Verbal ~~Reprimand~~Warning
- Written Reprimand
- Suspension
- Discharge

All disciplinary action measures shall be accomplished by discussion between the immediate supervisor, other reviewing supervisor as necessary, and the affected employee. However, in all cases, the supervisory employee initiating the disciplinary action shall be present in the disciplinary action discussion with the employee. When disciplinary action is recommended which may ~~deprive an employee of monies,~~ have a financial impact, a pre-determination hearing must be held subject to provisions outlined in this policy manual. Employees who are issued disciplinary action must sign as receipt of receipt of the disciplinary action; signature does not mean that an employee agrees with the discipline, but instead confirms receipt of same.

VERBAL ~~WARNING~~REPRIMAND

A Verbal ~~Warning~~Reprimand should be administered and documented by the immediate supervisor when the supervisor denotes early indications of less than acceptable performance or unacceptable work habits.

Verbal ~~Warning Reprimand~~ Notices shall:

- Explain why performance or work habits are unacceptable.
- Describe or identify expected solutions and when and by whom such should be accomplished.
- Denote the consequences of continued undesirable work habits or performance.

A verbal ~~warning Reprimand~~ should be given as soon as practicable after the most recent basis for the verbal ~~warning reprimand~~ is known by the employee's immediate supervisor.

WRITTEN REPRIMAND

A ~~w~~Written ~~r~~Reprimand should be administered and documented by the immediate supervisor. A ~~w~~Written ~~r~~Reprimand will be placed in an employee's personnel file. A ~~w~~Written ~~r~~Reprimand should be given as soon as practicable after the most recent basis for the reprimand is known by the employee's supervisor.

SUSPENSION

The immediate supervisor or other reviewing supervisor may recommend the suspension of an employee to the Department Head/City Manager.

Suspensions constitute disciplinary time away from the job, ~~usually without~~ with or without pay.

Suspensions without pay should be considered and initiated when less severe disciplinary actions have been unsuccessful, when an employee fails to make corrective action as identified in previous disciplinary actions, or for serious situations.

Suspensions shall be for a period of no less than the balance of the employee's shift on the working day the action is taken, ~~and shall normally not exceed five (5) consecutive working days or shifts.~~

In accordance with the Fair Labor Standards Acts, deductions from pay are permissible for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Section ~~11.6~~ Types of Offenses) by exempt employees.

An employee will be given the due process right of a pre-determination hearing prior to suspensions without pay. All such decisions must have the concurrence of the Human Resources ~~Manager~~ Director for adherence to due process prior to announcement of final decision or implementation. All suspension and employment terminations require the approval of the City Manager.

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Relieving an employee of duties with pay may serve as interim disciplinary action when termination is warranted as a result of the employee's offense for the reasons that:

- Sufficient time is allowed for thorough investigation of the offense and circumstances.
- Such action provides the opportunity for the supervisor to request and/or accept written, signed statement(s) from the affected employee.
- Time is allowed for careful and supported determinations.

In event an employee is relieved of duties with pay, he/she may be required to call into work daily. The Department Head or City Manager may make this request.

DISCHARGE

Discharge action requests may be initiated by the immediate supervisor or other reviewing supervisors to the Department Head when:

- The violation is a serious offense, or
- There are repeated offenses and all other disciplinary actions have been unsuccessful in effecting improved work habits or performance; or an employee has failed to take corrective action identified in other disciplinary actions.

Discharge is the most serious and the most severe disciplinary action and should be resorted to only when other efforts to bring about correction have been unsuccessful or conduct constitutes a serious offense.

An employee will be given the due process right of a pre-determination hearing prior to discharge. All such decisions must have the concurrence of the Human Resources Manager ~~Director~~ for adherence to due process prior to announcement of final decision or implementation.

11.5 PREDETERMINATION HEARING

Prior to any involuntary termination of employment, demotion, or suspension, the affected employee will receive written notice of proposed action, which shall include a statement of the reasons for such action and provide the affected employee with an opportunity to rebut such reasons.

The affected employee will thereafter have the right and opportunity to respond in writing to the proposed action and the reasons thereof, and to respond orally to such matters before the person having the responsibility for making the decision.

Following completion of the pre-determination hearing and concurrence of the Human Resources ~~Manager~~ Director for adherence to due process, the person responsible for the decision will notify the affected employee in writing of the decision.

11.6 TYPES OF OFFENSES

Work Habits

The following are improper work habits that may be subject to disciplinary action. This list is not to be considered inclusive. Depending on the circumstances of the offense, management may enter into any phase of the disciplinary process deemed appropriate.

Insubordination

- Refusal to carry out a reasonable request given by a supervisor.
- Abusive language toward a supervisor.

Physical Harm/Assault

- Inflicting bodily harm, threatening, verbally or physically, directly or indirectly, another person or employee.
- Violation of the City's Workplace Violence Policy

Unacceptable Communication and/or Disruptive Conduct

- The use of language, verbal or in writing, which is threatening, intimidating, offensive, malicious or abusive, whether directed toward a supervisor, a fellow employee or a member of the public
- Rudeness or acts of disrespect to the public, elected officials, co-workers, or supervisors.
- Speaking loudly or rudely to other employees, supervisors or others
- Throwing objects or slamming doors

~~Theft/Destruction of City Property~~ Destruction/Theft of City Property or Equipment

- Taking, removing, damaging, destroying, or tampering with City property without proper authorization.
- Damaging/destroying property due to failure to use proper care, equipment, or instruction.

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- ~~Personal use of City equipment, materials, tools, supplies, etc. without proper authorization.~~

- Unintentional loss or damage of City equipment could result in reimbursement to the City for the repair or replacement.

Fraud

- Falsification of City records or record keeping (e.g., employment applications, attendance records, time cards, travel vouchers, workers' compensation claims, purchasing activities, etc.).

Unauthorized Use of City Property, Equipment or Personnel

- Personal use of City equipment, materials, tools, supplies, etc. without proper authorization.
- Unauthorized use of City-issued credit cards
- Failure to follow established security procedures
- Inappropriate use of City computer equipment and networks either on or off duty
- Viewing inappropriate/sexually explicit materials, movies, television programs (including cable) or internet sites
- Inappropriate internet and email conduct
- Violation of the City's Social Media Policy

Misconduct Other Violations of Policy

- Smoking in restricted areas.
- Sleeping on City compensated time.
-
- Gambling on City compensated time or on any City work site.
- ~~Rudeness or acts of disrespect to the public, elected officials, co-workers, or supervisors.~~
- Receiving personal phone calls or mail while on City compensated time which impacts performance.
- Violation of any City or departmental policy or procedure. Attempts to induce or inducement of any City employee to commit an action in violation of any lawful or reasonable policy or regulation.
- Any intentional violation of an authorized rule, regulation policy or procedure that has been made known to the employee.
- Willful Violation of Releasing Confidential or Privileged Information to Unauthorized Persons

Harassment

- Unwarranted intrusion, subjection to ridicule or threats, verbal or physical of one employee to another for any reason (e.g. sexual, racial, religious, national origin, etc.).
- Making false statements, verbally or in writing, about the City, other employees, themselves,
- ~~Supervision, or work situations.~~ Violation of the City's Harassment and Hostile Environment Policy

Drug/Alcohol Use

- Manufacture, distribution, dispensing, possession or use of drugs/alcohol in the employee's workplace, or reporting to work with drugs/alcohol in their system.

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Violations of Law

- Violations or failure to comply with any city, ~~county~~City, state or federal law or regulation that is job related or which violation or failure to comply, discredits the City of Holly Hill, public officials, fellow employees or themselves.
- Failure to notify supervisor of the above or in case of incarceration.

Conduct Unbecoming a Public Employee

- Conduct, whether on or off the job, that adversely affects the employee's ability to continue to perform his current job, or which adversely affects the ~~County~~City's ability to carry out its mission.

Conflicts of Interest

- Beginning or maintaining an outside personal or business relationship that affords present or future financial benefits due to the position of the employee.
- Promotion of private business within a City worksite or on work time.
- Hiring or recommending the hire of a relative in the same department over which one has some degree of authority.
- Acceptance of loans, advances, gifts, gratuities, favors, and/or entertainment from any party doing or seeking to do business with the City.
- Misuse of position or abuse of the power or authority of a position for personal reasons or for the financial gain of the employee or another person.

Safety Violations

- Possession and/or use of weapons, ammunition or explosives without proper authorization on City property.
- Failure to comply with City safety practices and regulations or exposure of another person to same.
- Failure to wear specific safety equipment or personal protective equipment (PPE).
- Pranks resulting in physical harm or property damage.
- Performing unsafe or hazardous activities or behavior when operating personal vehicles and City vehicles on City grounds

Absences/Tardiness

- Failure to report to work for three (3) two (2) or more consecutive working days without proper authorization and/or failure to report absence to their supervisor.
- Habitual or excessive absence or tardiness for work for any reason, including legitimate illness.
- Failure to obtain approval prior to any absence from work except in the case of an proven emergency situation
- Reporting late at the beginning of the work schedule, returning late from lunch or rest breaks, all without prior approval.
- Leaving assigned work site without proper authorization.

Loss of Certification/Licensure

- Loss of certification, licensure, etc. required to perform duties.
- Revocation, restriction, expiration, or suspension of drivers' license as required to perform duties.
- Failure to report any of the above to supervisor.

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Performance

Poor performance as described below will also initiate the disciplinary process.

- Failure to perform assigned duties according to prescribed standards.

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SECTION 12 GRIEVANCE PROCEDURE

12.1 GENERAL STATEMENT

It is the policy of the City that all non-union employees should have the right to respond to or express dissatisfaction or disagreement with specific job related actions taken by supervisory members.

12.2 PROCEDURES

(1) Grievances concerning discrimination based on race, color, religion, sex, age, national origin, political affiliation, handicap or disability on race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran may be initiated by any full-time or part-time employee. Grievances concerning non-selection, suspension without pay or termination may be initiated by any full-time or part-time employee who has successfully completed the probationary period.

(a) It is recommended that the grievance be reviewed, considered and resolved informally, when feasible, and in all cases at the lowest possible level.

(b) No action is stayed pending conclusion of any appeal filed.

(2) The Grievance "Hearing Board" shall consist of five voting members:

(a) one (1) permanent position, the City Manager designee (to serve as chairperson and who may vote only in case of a tie), and four (4) floating positions with staggered 24-month terms including:

(i) one (1) Department Director or Division Manager with a term commencing January 1 of odd years;

(ii) two (2) supervisor or professional members, with one term commencing January 1 of even years and one term commencing January 1 of odd years and

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

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

(3) Appeal/Grievance Process

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

(i) immediate supervisor

(ii) Division Manager

(iii) Department Director

(iv) Hearing Board

(v) City Manager (or designee)

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

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

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

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

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

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Employees who believe they have been treated unfairly in their job assignments, in being given opportunities for advancement, in receiving disciplinary action ~~or written warnings~~, or in other aspects of their employment with the City, may file a grievance.

The following shall apply:

- ~~Any problem or situation which may result in a grievance must first be discussed with the employee's supervisor to determine if the problem or situation can be resolved informally and that there is an understanding of the underlying reasons, causes, etc. This discussion must occur within ten (10) working days of the occurrence of the problem or situation under review.~~
- ~~If the problem or situation is not resolved by informal discussions between the employee and his/her supervisor, the employee may file a formal grievance using the appropriate form, within ten (10) working days after the initial informal discussion with his/her supervisor. Each step, or level of review, with the employee's supervisors, Department Head and the City Manager, shall be accomplished within ten (10) working days.~~
- ~~If the grievance is not resolved to the satisfaction of the employee after review with City Manager, the employee may appeal to the Civil Service Board. The Civil Service Board's decision will be final.~~
- ~~An employee covered by the competitive or noncompetitive service (see exception below) shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the Civil Service Board of any action taken by the administration of the city government pertaining to his employment or employment rights established under the rules and regulations of the Civil Service System.~~
- Exception: All employees whose rights are addressed by collective bargaining.

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~~agreements. This applies to all employees in the bargaining unit regardless of whether he/she is a dues-paying member.~~

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12.2 ADA GRIEVANCE PROCEDURE

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~~The City of Holly Hill has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states, in part, that 'no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination' in programs or activities sponsored by a public entity.~~

Complaints should be addressed to the City Manager, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117 (386) 248-9425 who has been designated to coordinate ADA compliance efforts.

- ~~■ A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.~~
- ~~■ A complaint should be filed within five (5) business days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.)~~
- ~~■ An investigation, as may be appropriate, shall follow a filing of complaint. The investigation shall be conducted by the City Manager. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.~~
- ~~■ A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the City Manager and a copy forwarded to the complainant no later than fourteen (14) days after its filing.~~
- ~~■ The ADA coordinator shall maintain the files and records of the City of Holly Hill relating to the complaints filed.~~

SECTION 13 DRUG & ALCOHOL TESTING

~~13.1 GENERAL STATEMENT~~

~~The purpose of this policy is to communicate our position on drugs and alcohol in the workplace and provide guidance for the implementation of related programs.~~

~~All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Due to state or federal laws and regulations, certain employees may be subject to additional requirements.~~

~~13.2 DRUG FREE WORKPLACE POLICY DISSEMINATION~~

~~The City of Holly Hill will give a general one time notice to all employees that it is a condition of employment to refrain from using drugs on or off the job and that a drug testing program is being implemented. A period of sixty (60) days shall elapse between the notice and implementation of the Drug Free Workplace Policy. All applicants who become final candidates for initial employment must pass a drug test as a condition of employment. Any employee being considered for appointment to a vacant position shall not be required to take a drug test as a routine condition of such appointment.~~

~~A notice is placed on all job advertisements and employment applications indicating that the City of Holly Hill is a Drug Free Workplace Employer. All employees or job applicants for employment will be given a summary of the Drug Free Workplace Policy.~~

~~13.3 ALCOHOL USE PROHIBITIONS~~

~~The consumption of alcohol on City property while on duty is prohibited and will result in disciplinary action, up to and including discharge.~~

~~Off duty abuse of alcohol which adversely affects and employee's job performance.~~

~~The personal possession (e.g., on the person, or in a desk, or locker) of alcohol on City property or on duty will result in disciplinary action, up to and including discharge.~~

~~It is against City policy to report to work or to work under the influence of alcohol.~~

~~For the purpose of this policy, an employee is presumed to be under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows a forensically acceptable positive quantum of proof of alcohol usage.~~

~~An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The City will take further action (e.g. removal from service, referral to counseling, and/or disciplinary action) based on medical information, work history, and other relevant factors. The determination of what action is appropriate in each case rests solely with the City.~~

~~Refusal to submit to, efforts to tamper with, or failure to pass an alcohol test will result in termination.~~

~~Employees arrested for an alcohol related incident must immediately notify their supervisor, or the City Manager of the arrest if the incident occurs:~~

- ~~■ During scheduled working hours.~~
- ~~■ While operating a City vehicle on City or personal business.~~
- ~~■ While operating a personal vehicle on City business.~~

~~Failure to notify an appropriate City official may result in disciplinary action, up to and including discharge.~~

~~An employee suspecting that another employee is using, selling, possessing, or under the influence of alcohol or drugs while at work must report that condition to a supervisor or else be liable for discipline.~~

~~13.4 DRUG USE PROHIBITIONS~~

~~The use, sale, purchase, possession, manufacture, distribution, or dispensation of drugs on City property by a City employee during working time is against City policy and is cause for immediate discharge.~~

~~It is also against City policy to report to work or work under the influence of drugs. This includes prescription drugs that induce an unsafe mental or physical state. Employees who violate this policy are subject to disciplinary action.~~

~~For the purpose of this policy, an employee is presumed to be under the influence of drugs if a urine test or other accepted testing procedure shows a forensically acceptable positive quantum of proof of drug usage.~~

~~Prescription drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking any prescription drug that might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If such use impairs the employee's ability to safely or effectively perform his/her job, the City may temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of 'prescription drugs' is prohibited and may result in disciplinary action.~~

~~Refusal to submit to or efforts to tamper with a drug or alcohol test will result in discharge.~~

~~13.5~~ ~~TESTING~~

~~Testing of Applicants~~

- ~~■ All new hire applicants considered final candidates for a position will be tested for the presence of illegal drugs as a part of the application process.~~
- ~~■ Any new hire job applicant who refuses to submit to drug testing, refuses to sign the consent form, fails to appear for testing, tampers with the test, or fails to pass the preemployment drug test will be ineligible for hire.~~

~~Reasonable Suspicion Testing~~

~~Employees must submit to a drug test if reasonable suspicion exists to indicate that their ability to perform work safely or effectively may be impaired. 'Reasonable suspicion testing' means drug testing based on a belief that an employee is using or has used drugs in violation of the City's policy, drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:~~

- ~~■ Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.~~
- ~~■ Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.~~
- ~~■ A report of drug use, provided by a reliable and credible source, which has been independently corroborated.~~
- ~~■ Evidence that an individual has tampered with a drug test during his employment with the City.~~
- ~~■ Information that an employee has caused or contributed to an accident while at work.~~

- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises or while operating the City's vehicle, machinery, or equipment.

If a supervisor believes reasonable suspicion exists, the supervisor should report his/her findings and observations to the Department Head and the Human Resources Director. Upon approval by the City Manager the employee will be asked to submit to a drug test and sign a form acknowledging his/her consent. Factors that substantiate cause to test should be documented by the supervisor on the Substance Abuse Investigation Report Form. A copy of this report will be given to the employee upon request and the employer will keep the original documentation for one (1) year.

Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness for duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City. Such policy or classification shall be subjected to collective bargaining prior to implementation.

Random Drug Testing

Employees subject to random drug testing include the custodian over property and evidence of the police department, the drug investigators, and employees whose positions are mandated under the Commercial Driver's License Drug/Alcohol Testing.

Follow-up Testing

If the employee, in the course of employment, enters an employee assistance program for drug related problems or an alcohol and drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, and on a quarterly, semi-annual, or annual basis for up to two (2) years thereafter.

Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws subject to the collective bargaining process prior to implementation.

Refusal to Test

Employees who refuse to submit to a drug test forfeit their eligibility for all Workers' Compensation medical and indemnity benefits and will be terminated from employment or otherwise disciplined as provided in this policy.

13.6 ~~TESTING PROCEDURE~~

The City may test for any or all of the following drugs:

Alcohol (booze, drink)
 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
 Cannabinoids (marijuana, hashish, hash, hash oil,
 pot, joint, roach, spleaf, grass, weed, reefer)
 Cocaine (coke, blow, nose candy, snow, flake, crack)
 Phencyclidine (PCP, angel dust, hog)
 Opiates (opium, dover's powder, paregoric, parepectolin)
 Barbiturates (Phenobarbital, Tuinal, Amytal)
 Benzodiazophines (Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion,
 Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax)
 Methodone (Dolophine, Methadose)
 Propoxyphene (Darvocet, Darvon N, Dolene)

~~Job applicants and employees required to submit to drug or alcohol testing will be asked to sign a Consent to Employee Testing Form.~~

~~Due to the potential adverse consequences of positive test results on employees, the City will employ a very accurate testing program. Urine and blood samples will be analyzed by a highly qualified independent laboratory that has been selected by the City and approved by the Department of Health and Rehabilitative Services.~~

~~An employee injured at the workplace and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility under the procedures set forth in this rule and transported to an approved testing laboratory.~~

~~No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied, an injured employee must release to the City the result of any tests conducted for the purpose of showing the presence of alcohol or drugs.~~

Body Specimens. ~~Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol. The physician will have the discretion to determine whether drawing a blood sample will threaten the health of the injured employee or if the employee has a medical condition unrelated to the accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. Under these circumstances, no inference or presumption of intoxication or impairment will be made.~~

~~**Cost of Testing.** The City will pay the cost of initial and confirmation drug tests, which it requires of employees and job applicants. An employee or job applicant will pay the cost of additional drug tests not required by the City.~~

~~**Collection Site.** The City will utilize a collection site by an approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to an approved drug testing laboratory. The City may also utilize a medical facility as a collection site that meets the applicable requirements.~~

~~Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory will meet state rules and guidelines. Florida Department of Health and Rehabilitative Services Chain of Custody form (HRS form 1806, revised 5/91) will be used for each employee or job applicant tested.~~

~~**Collection Site Personnel.** A specimen for a drug test will be taken or collected by:~~

- ~~■ A physician, physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment;~~
- ~~■ A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.~~

Testing Laboratory

- ~~■ The laboratory used to analyze initial or confirmation drug specimens will be licensed by the Florida Department of Health and Rehabilitative Services to perform such tests. The Florida Department of Health and Rehabilitative Services has published Drug-Free Workplace Standards (Florida Administrative Code, Chapter 10E-18) that must be followed by laboratories and employers.~~
- ~~■ All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with state laws and rules established by the Department of Health and Rehabilitative Services.~~
- ~~■ The laboratory will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.—~~

~~**Initial Tests.** Initial tests will use an immunoassay except that the test for alcohol will be an enzyme oxidation methodology. Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration and criteria established by the United States Department of Health and Human Services, per Florida Statutes 440.102.~~

~~Alcohol _____
Amphetamines _____
Cannabinoids _____
Cocaine _____
Phencyclidine _____
Opiates _____
Barbiturates _____
Benzodiazepines _____
Synthetic Narcotics:
-Methodone _____
-Propoxyphene _____~~

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

~~Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration and criteria established by the United States Department of Health and Human Services, per Florida Statutes 440.102.~~

~~Alcohol _____
Amphetamines _____
Cannabinoids _____
Cocaine _____
Phencyclidine _____
Opiates _____
Barbiturates _____
Benzodiazepines _____
Synthetic Narcotics:
-Methodone _____
-Propoxyphene _____~~

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~~Laboratories will report all quantitative alcohol results above the designated minimum cutoff level to the Medical Review Officer (MRO) who will be responsible for reporting results to the City if appropriate.~~

~~13.7 TEST RESULTS~~

Reporting results

~~The laboratory will report test results to the Medical Review Officer (MRO) within seven (7) working days after receipt of the specimen by the laboratory.~~

~~The laboratory will report as negative all specimens that are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug.~~

~~The laboratory will transmit results in a manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.~~

~~The MRO will verify that positive and negative test results were properly analyzed and handled according to HRS rules. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s), which is reported by the laboratory, verify by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures, and determine if any alternative medical explanations caused a positive test result. This determination by the MRO can include conducting a medical review with the individual, review of the individual's medical history or the review of any other relevant bio-medical factors. The MRO shall also review all medical records made available by the tested individual. The MRO may request the laboratory to provide quantitation of test results.~~

~~The MRO will contact the employee or job applicant of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory and inquire as to whether prescriptive or over the counter medications could have caused the positive test result. Within five (5) days of notification to the individual of the positive test results, the MRO will provide an opportunity for the employee or job applicant to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result.~~

~~Unless otherwise instructed by the employer, in writing, all written records pertaining to a given specimen will be retained by the drug testing laboratory for a minimum of five (5) years. The drug testing laboratory shall retain (on properly secured refrigerated or frozen storage) for a minimum period of one (1) year, all confirmed positive specimens. Within this one (1) year period an employer, employee, job applicant, MRO or the Department of Health and Rehabilitative Services may request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after one (1) year of storage.~~

~~Within five (5) working days after receipt of a positive confirmed test result, the City will inform the employee or job applicant in writing of such positive test results, the consequences of such results, and the options available to the employee or job applicant, including the right to file an administrative or legal challenge.~~

~~The employer will provide to the employee or job applicant upon request a copy of the test results.~~

~~Within seven (7) days for all tests based on reasonable suspicion, the City will detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of the report will be given to the employee upon request. The original report will be kept confidential and retained by the employer for at least one (1) year.~~

Challenges to Test Results

~~Within five (5) working days after receiving notice of a positive confirmed test result, the employee or job applicant may submit information to the City explaining or contesting the test results. The employee or job applicant will be notified in writing if the explanation or challenge is unsatisfactory to the City. The written notice will be given to the employee or job applicant within fifteen (15) days of receipt of the explanation or challenge, and will include why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive results. All such documentation will be kept confidential and will be retained for at least one (1) year.~~

~~When an employee or job applicant undertakes an administrative or legal challenge to the test results, it shall be the employee's or job applicant's responsibility to notify the employer and laboratory in writing of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample shall be retained by the laboratory until the case or administrative appeal is settled. (Florida Administrative Code, Section 10E-18.006(4)(h)1.)~~

~~The Department of Health and Rehabilitative Services, employer or MRO detecting a false positive error shall immediately notify the laboratory and the Department of any such error.~~

Employee Protection

~~During the 180-day period after written notification of a positive test result, the employee will be permitted by the employer to have a portion of the specimen retested, at the employee's expense. The retesting must be done at another HRS licensed laboratory. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the City will be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody for such transfer.~~

~~The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee.~~

~~The City will not request or receive from the testing facility any information concerning~~

~~the personal health habit or condition of the injured employee including, but not limited to, the presence or absence of HIV antibodies in the injured worker's body fluids.~~

~~The City will not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.~~

~~The City will not discharge, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program.~~

~~13.8 DISCIPLINARY ACTION~~

~~In the case of a first time violation of the City's substance abuse policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the following will apply:~~

- ~~■ The employee will receive a written warning and be referred to the Employee Assistance Program (EAP).~~
- ~~■ The City reserves the right to discipline for conduct rather than refer an employee to the EAP, unless there is a self report.~~
- ~~■ The employee must contact the City's EAP within 72 hours and participate in professional drug and/or alcohol evaluation, counseling, and/or rehabilitation as prescribed by the EAP. The employee must cooperate with the EAP staff in carrying out its responsibility to coordinate the evaluation, counseling, treatment, and follow up process.~~
- ~~■ Employees who do not cooperate with the EAP, who refuse to participate in, or who do not satisfactorily complete a drug or alcohol abuse assistance or rehabilitation program, or who subsequently violate this policy will be discharged.~~
- ~~■ The employee may require in patient or outpatient treatment. If in patient treatment is required, the employee will be placed on leave status without pay during his/her absence.~~

~~Any employee having a second positive drug test during his/her employment with the City will be discharged.~~

~~Any employee using, selling, purchasing, possessing, distributing, or dispensing drugs or alcohol on duty or on City property is subject to disciplinary action up to and including discharge without referral to the City's EAP.~~

~~13.9 EMPLOYEE ASSISTANCE PROGRAM (EAP)~~

~~The City regards its employees as its most important asset. There are area agencies that provide help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from a mental health provider or other community resources before drug or alcohol problems lead to disciplinary action.~~

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

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

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

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

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

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

~~13.10 INVESTIGATION~~

~~Searches will be conducted only where the city has reason to believe that the employee has violated the City's substance abuse policy. This will be substantiated by the completion of a Drug Abuse Investigation Report listing conditions observed.~~

~~To ensure that illegal drugs and alcohol do not enter or affect the workplace, the city reserves the right to search all city vehicles, containers, lockers, or other items on city property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon city request.~~

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~~Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to city premises.~~

~~Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. No search will be conducted until the Drug Abuse Investigation Report has been completed and signed by the City Manager. The employee is entitled to have his union representative or some other witness present for the search.~~

~~Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.~~

~~13.11—ARREST OR CONVICTION FOR DRUG RELATED CRIME~~

~~If an employee is arrested for or convicted of a drug related crime, the city will investigate all of the circumstances, and City officials may utilize the drug testing procedure if cause is established by the investigation. In most cases an arrest for a drug related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:~~

- ~~■ During investigation, an employee may be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension or the employee may be reinstated or terminated, depending upon the facts and circumstances.~~
- ~~■ If convicted of a drug related crime, an employee will be terminated.~~
- ~~■ If an employee has been suspended and the case has been dismissed or otherwise disposed of, the City will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.~~

~~As a condition of employment, an employee will notify the City's City Manager of any criminal drug statute conviction for a violation that occurred on City premises. The employee must give notice to the City within five (5) days of such conviction.~~

- ~~■ If the City is receiving Federal funds it will notify the granting agency within ten (10) days after receiving the notice in above.~~

~~13.12—CONFIDENTIALITY~~

~~All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as a part of this drug testing program are confidential~~

~~communications. Unless authorized by state laws, rules or regulations, the City will not release such information without a written consent form voluntarily signed by the person tested.~~

~~13.13 RECORDS AND TRAINING~~

~~The City will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems. The City will inform employees and new hires about various employee assistance programs that the employer may have available.~~

~~The City will provide an annual education course to assist the employees in identifying personal and emotional problems that may result in the misuse of alcohol or drugs. This course will also include a presentation on the legal, social, physical and emotional consequences of the misuse of alcohol or drugs.~~

~~13.14 CONCLUSION~~

~~The City's drug free workplace policy has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug free workplace should be the goal of every company in America. Drug and alcohol testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.~~

~~13.15 COMMERCIAL DRIVER'S LICENSE DRUG/ALCOHOL TESTING~~

~~General Statement~~

~~Effective January 1, 1996, the City of Holly Hill is federally required to begin random drug and alcohol testing for employees required to possess commercial driver's licenses. The federal guidelines state that 25% of affected employees will be randomly tested for alcohol and 50% will be tested for drugs. This provision also requires reemployment, reasonable suspicion, post accident, return to duty and follow up testing.~~

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

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

~~Employees having an alcohol concentration of 0.04 or greater on the breath alcohol or positive on the drug test shall be referred to a substance abuse professional for evaluation. After completion of any recommended rehabilitative program, the affected employee will submit to at least six (6) follow up tests in the following twelve (12) month period. Costs and leaves of absence associated with rehabilitative programs will be at the employee's~~

~~expense. Recurrence will result in termination.~~

Alcohol Testing

~~NO EMPLOYEE IS TO CONSUME ALCOHOLIC BEVERAGES WITHIN FOUR (4) HOURS OF REPORTING TO WORK.~~

~~Employees required to submit to alcohol testing will be notified prior to, during or immediately after operation of a vehicle with a combined gross weight rating of 26,001 or more pounds.~~

~~Employees notified of the required test are not to use mouthwash or smoke 20 minutes prior to the test.~~

~~Positive tests will be confirmed by a second test. Test results greater than 0.02 will indicate a positive reading. Employees testing positive between 0.02—0.04 will be relieved from duty for twenty four (24) consecutive hours. Before returning to duty, follow up testing will be required by the City.~~

~~Reasonable suspicion tests will be conducted within twenty four (24) hours of the suspected conduct. Delays after that period will require documentation regarding the delay. No testing will be conducted after eight (8) hours following the suspected conduct.~~

~~Employees operating a CMV are not to consume medicines containing alcohol. Employees are not to be in possession of medicines, including over the counter medications, which contain alcohol unless the packaging seals are unbroken.~~

~~EMPLOYEES ARE PROHIBITED FROM CONSUMING ALCOHOLIC BEVERAGES WITHIN EIGHT (8) HOURS FOLLOWING AN ACCIDENT OR UNTIL HE SUBMITS TO AN ALCOHOL TEST, WHICHEVER COMES FIRST.~~

Drug Testing

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

~~Reasonable suspicion and post accident drug testing will be conducted no later than 32 hours following the suspected incident.~~

~~NO EMPLOYEE SHALL REFUSE TO SUBMIT TO A POST ACCIDENT, RANDOM, REASONABLE SUSPICION, FOLLOW UP ALCOHOL OR CONTROLLED SUBSTANCE TEST. THE FOLLOWING WILL CONSTITUTE REFUSAL:~~

- ~~■ FAILURE TO PROVIDE ADEQUATE BREATH OR URINE WITHOUT A VALID MEDICAL EXPLANATION FROM A MEDICAL PHYSICIAN~~

~~■. ENGAGING IN ANY CONDUCT THAT CLEARLY OBSTRUCTS THE TESTING PROCESS~~

~~■. REFUSAL TO SIGN THE APPROPRIATE FORMS~~

~~■. VERBAL/WRITTEN REFUSAL TO CONSENT TO THE TESTING~~

~~REFUSAL TO SUBMIT TO TESTING SHALL RESULT IN TERMINATION.~~

~~THIS POLICY SUPERSEDES ANY INFORMATION PROVIDED TO APPLICANTS AND/OR EMPLOYEES, EITHER WRITTEN OR ORAL. THE CITY RESERVES THE RIGHT TO CHANGE THE PROVISIONS OF THIS POLICY AND TESTING PROGRAM AT ANY TIME IN THE FUTURE.~~

Revised 9/5/2018

SECTION 13 Drug-Free Workplace and Alcohol Policy (AS AMENDED March, 2017)

13.1 General Statement:

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

13.2 Prohibitions:

Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.

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

13.3 Definitions: (as defined in Sections 112.0455 and 440.102 of the Florida Statutes)

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13.4 Legal use of prescription and non-prescription Drugs:

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

13.5 Policy:

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

- A. Job Applicant Testing. Applicants offered employment conditioned upon successfully passing a drug test are subject to pre-employment drug test as a prerequisite to employment with the City. Job Applicant means only a person who has applied for a special-risk or mandatory-testing position.
- B. Routine Fitness-for-Duty Testing. Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.
- C. Follow-up Testing. Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advance notice and at least once per year for a period of no less than two years.
- D. Reasonable Suspicion Testing. An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:
 - Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;

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

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

- E. Random and/or Suspicion less Testing. Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicion less basis.
- F. Post- Accident Testing: Post accident drug testing is required when an employee is injured on the job, and when an employee causes an accident which results in damage to equipment, property or injury to themselves or another person.
- Safety-sensitive positions: post-accident testing is required when the employee is at fault in an accident or any incident which results in damage to any structure – equipment, property or vehicle or results in bodily injury to themselves or another person.
- Safety-sensitive position – any position in which a drug impairment would constitute an immediate and direct threat to public health or safety.
- Non-safety sensitive positions – is required when the employee is at fault and there is either serious bodily injury to another person or significant property damage resulting from the accident.
- G. Other Lawful Testing. The City reserves the right to conduct any other type of lawful drug or alcohol testing.

Initial Tests. Initial tests will use an immunoassay except that the test for alcohol will be

an enzyme oxidation methodology. Minimum cutoff detection levels for each drug or metabolites of such alcohol or drug for the purposes of determining a positive test result are in accordance with the rules as outlined by the Agency for Health Care Administration, and criteria established by the United States Department of Health and Human Services, per Florida Statutes 112.0455 and 440.102.

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

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

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

Common Medications Which Could Alter or Affect Test Results.

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

<u>Drug</u>	<u>Medication Which May Alter or Affect Test</u>
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<u>Alcohol</u>	<u>Liquid medications containing ethyl alcohol (ethanol). For example many cough syrups, Vicks Nyquil, Comtrex, Listerine, Contact Severe Cold Formula Night Strength</u>
<u>Cannabinoids</u>	<u>Marinol (Dronabinol, Tetrahydrocannabinol (THC))</u>
<u>Amphetamines</u>	<u>Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine</u>
<u>Cocaine</u>	<u>Cocaine HCl topical solution (Roxanne)</u>
<u>Phencyclidine</u>	<u>Not legal by prescription</u>
<u>Methaqualone</u>	<u>Not legal by prescription</u>
<u>Opiates</u>	<u>Peregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.</u>
<u>Barbituates</u>	<u>Phenobarbital, Tuinel, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butapital, Phrenitin, Triad, etc.</u>
<u>Benzodiazepines</u>	<u>Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax</u>
<u>Methadone</u>	<u>Dolphine, Metadose</u>
<u>Propoxyphene</u>	<u>Davocet, Darvon N, Dolene, etc.</u>

13.6 Test Results

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

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the

MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, ~~section 440.102 of the~~ Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

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

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

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

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

13.7 Confidentiality

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the ~~County~~City's drug testing program are confidential and exempt from the provisions of ~~Chapter 119 of~~ the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by ~~section 440.102 of the~~ Florida Statutes or other applicable law.

13.8 Reporting Violation of the Policy

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

13.9 Coordination with the Human Resources Department

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

13.10 Reporting and Conviction of arrests and/or Alleged Crimes Including Drugs or Alcohol

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law no later than the next work day after they become aware of it. Failure to report the incident may result in immediate termination.

Upon the conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution of conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. IF, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate of the outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

13.11 Employee Assistance

There are counselors available through various agencies that can assist employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from a health care provider specializing in addressing these types of personal issues and/or other community resources before drug or alcohol problems lead to disciplinary action.

Information about a self-referred employee's contact with a health care professional which assist employees with drug and/or alcohol abuse problems is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self-referral for treatment.

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

Employees referred to a health care professional specializing in services to assist with a drug and/or alcohol abuse problem resulting from a violation of the City's substance abuse policy may continue their employment with the city provided:

- Contact the provider and strictly adhere to all the terms of treatment and counseling prescribed by the provider.

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

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

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

13.12 COMMERCIAL DRIVER'S LICENSE DRUG/ALCOHOL TESTING

General Statement

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

Alcohol Testing

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

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

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

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

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

Controlled Substance Testing

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

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

Types of Testing:

Random Testing:

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

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

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

Post- accident testing:

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

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

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

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

test result of 0.04 or greater, which will subject the employee to disciplinary action and possibly discharge.

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

Reasonable Suspicion Testing

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

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

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

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

Follow-up Testing

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

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

Revised 8/07

13.8 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City regards its employees as its most important asset. While the City does not provide

formal assistance. There are area agencies that provide help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from a mental health provider or other community resources before drug or alcohol problems lead to disciplinary action.

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

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

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

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

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

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

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13.9 Reporting Violation of the Policy

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

13.10 Coordination with the HUMAN RESOURCES DEPARTMENT

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

13.11 Reporting and Conviction of arrests and/or Alleged Crimes Including Drugs or Alcohol

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged

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violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the ~~County~~City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the ~~City~~county, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The ~~County~~City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

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HOLLY HILL

FLORIDA

Personnel Rules and Regulations

DECEMBER 2018

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1 INTRODUCTORY STATEMENT

1.1 INTRODUCTORY STATEMENT

The City of Holly Hill is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws.

The City of Holly Hill complies with applicable state and local laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

1.2 GENERAL STATEMENT

Except for those employees whose rights are addressed by collective bargaining agreements, any employees not covered by a collective bargaining agreement shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the appeal grievance committee of any action taken by the administration of the city government pertaining to his/her employment or employment rights established under the rules and regulations of the City of Holly Hill.

This manual contains general statements of City policy and should not be read as including the fine details of each policy nor as forming an expressed or implied promise that the policies discussed in it will be applied in all cases.

Employees are encouraged to recommend changes to this policy to the Human Resources Manager.

The City Manager shall have the authority and responsibility for equitable interpretation and effective implementation and general administration of the Policies and Procedures manual and has final administrative authority.

1.3 AMERICANS WITH DISABILITIES

The City is committed to providing equal employment opportunity for individuals with disabilities in compliance with the ADA and all other applicable federal, state and local laws.

- Reasonable accommodation will be provided to all qualified candidates.
- All employment decisions will be based on the qualifications of the individual in accordance with defined job criteria.
- Upon request employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA.
- All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria not the disability of the individual. An employee may be medically separated if the City is unable to provide a reasonable accommodation or if the employee refused to accept an offered position.

1.4 COVERED EMPLOYEES

Unless subject matter is specifically addressed under a collective bargaining unit these Personnel Rules and Regulations shall apply to all employees.

1.5 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures that govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

1.6 CODE OF ETHICS

Employees of the City shall comply with the requirements set forth in the Code of Ethics for Public Officers and Employees established in Chapter 112, Florida Statutes. The City has set standards for Ethics for its employees as follows:

Employees shall always use their positions of authority with fairness and honesty and avoid preferential treatment to any person, contractor or vendor.

Employees must use the powers and resources of the City entrusted to them to support and implement the policies and programs adopted by its elected officials.

Employees shall be committed to being educated on a regular basis as to their ethical obligations.

Employees shall not use their position of public trust in seeking personal gain for themselves, family members or other individuals.

Employees shall operate with transparency and without undue influence that could impair their impartiality in the performance of their public responsibilities.

Employees shall avoid any conduct that might undermine the public trust by making objective, fair and impartial decisions.

Employees shall not act in any manner that may discredit the City, public officials, fellow employee(s), or themselves; provided, however, employees shall have the right to report fraud, waste or abuse. The rights of employees under “whistleblower legislation” shall be honored and respected.

Employees shall avoid personal relationships with co-workers or individuals doing business with the City that could give the appearance of favoritism, preferential treatment, personal gain, or can reasonably be expected to undermine discipline, authority or morale.

If an employee is uncertain if any anticipated personal action, dealing or contractual relationship complies with Florida Statutes, he or she shall submit a request for guidance with a complete factual background to the City Manager.

1.7 DRESS CODE AND PERSONAL APPEARANCE

The public, professional associates, and other city employees judge our professionalism and commitment to high standards, fairly or unfairly, by our appearance. Employees shall maintain high standards of professional appearance as deemed appropriate by their Department Head.

Employees working in potentially hazardous jobs shall wear the appropriate safety clothes, gear and equipment as required by their specific employment assignment.

It is the city's expectation that the employees use good judgement in maintaining appropriate dress and grooming. The immediate supervisor shall be responsible for addressing matters with their employees with regard to inappropriate attire. If the situation is sensitive or uncomfortable for the immediate supervisor, Human Resources may be present in discussing the matter.

Business office attire is the acceptable form of attire for non-uniformed employees. Each department has the ability to establish their own departmental dress code, subject to City Manager approval.

Casual Day/Special Event Days

Every Friday has been designated as Casual Day for non-uniformed employees. On Fridays, the following attire may be worn: - Jean pants (any color, any style – with the exception of form fitting), however, faded, acid washed or ripped jeans are not permitted. Polo style shirts with the City of Holly Hill logo or a similar appropriate golf, polo style shirt may be worn. The City Manager may allow other attire for designated City sponsored events.

1.8 COMPUTER USAGE AND INTERNET POLICY

The City's computers, network, and related equipment and services should at all times be utilized only for activities which are consistent with the City's business.

Employees are prohibited from accessing, transmitting, downloading, uploading and viewing offensive material on City computers, equipment, or network, or through the City's internet access. Examples of offensive materials include, but are not limited to, sexually, culturally or racially offensive materials; obscene, vulgar or profane materials (including sexually-explicit materials); inflammatory or abusive materials; and unlawful materials. If, while utilizing City's computers or Internet access, an employee encounters unsolicited materials which may violate this policy (such as "pop-up" advertisements or unsolicited email communications), the employee is should report the incident to his or her supervisor.

City computers and internet access shall not be utilized for unlawful purposes including, but not limited to, copyright infringement, libel, slander, fraud, plagiarism, forgery, impersonation, computer tampering, spreading of computer viruses, and harassment.

City computers and internet access shall not be utilized for any of the following activities:

- Commercial activities
- Religious causes
- Solicitations of any kind
- Gambling
- Dating
- Personal Social Networking
- Political activities
- Activities not directly related to assigned responsibilities
- Downloading files or software without approval from the IT Manager
- Activities which are disruptive of the City's mission or the performance of any employee's assigned responsibilities

All electronic information transmitted, received, accessed or contained on City computers or through the City's internet access is the property of the City of Holly Hill. Management shall have the right to view

and monitor all internet and computer usage conducted using City computer equipment and/or the City's internet access, including e-mail communications, text and instant messaging. Documents generated from City computers will be saved and a record may be created to record the computer usage even where the user attempts to delete it. E-mail and internet usage, as well as all other computer records, will be inspected by management from time to time to ensure they are being used consistent with this policy. Employees do not have any expectation of privacy with respect to any of this information.

Employees who utilize City computers or internet access shall be deemed to consent to this policy. All employees are responsible for complying with the terms of this policy. Employees who fail to abide by the terms of this policy are subject to disciplinary action, up to and including dismissal from employment.

The City recognizes employees may send and receive limited amounts of personal e-mail to or from their City-supplied computer. However so long as such use does not violate the prohibitions discussed above.

1.9 COMMUNICATION DEVICE POLICY

The City will issue a communication and/or tablet device for work-related communications during the workday. To protect the employee from incurring a tax liability for the personal use of this equipment, such devices are to be used for business purposes only. In extenuating situations, you may use the City device for personal business.

Personal devices may be carried by staff during the workday, but use must be kept at a minimum, and never at times and places that would endanger the employee, the public, or City equipment.

Employees may not add or delete any application without direct instruction from the IT Department, nor alter settings (GPS tracking, etc....) on the device which decreases the ability of the City to communicate with the employee, or collect operational data.

Employees in possession of City communication equipment are expected to protect the equipment from loss, damage or theft. Equipment should remain within the provided case for protection. Report any loss, damage or theft immediately to your supervisor. Should repeated incidents occur, employees are subject to disciplinary action, up to and including dismissal from employment. Upon resignation or termination, or at any time upon request, the employee will be asked to produce the device for return or inspection. Employees unable to present the device in good working order within the time period requested, may be expected to bear the cost of a replacement.

2 HUMAN RESOURCES MANAGER

2.1 RESPONSIBILITIES

It shall be the responsibility of the City Manager, or the City Manager's designee, to direct the administration of the personnel policies set by City Commission through ordinances, or resolution to maintain the personnel file of all employees to insure compliance with applicable federal and state personnel laws.

3 EMPLOYMENT STATUS AND JOB CLASSIFICATIONS/DESCRIPTIONS

3.1 GENERAL STATEMENT

Job classifications and job descriptions are established and maintained by the Human Resources Department with the approval of the City Manager.

Written job descriptions are developed, maintained and continually reviewed for all City positions. They are utilized as the basis for establishing the minimum recruitment qualifications for attracting candidates for employment. These include, but are not limited to, a description of the position function, characteristics of work performed, examples of work and minimum qualifications. Specifications are designed to be descriptive and explanatory of the types of work generally performed, but are not necessarily inclusive of all duties that may be assigned from time to time.

The City may change job descriptions from time to time to expand, reduce or clarify the job dimensions and/or responsibilities of any classification. The City will attempt to provide employees with as much advance notice of any change as practicable.

Each City department maintains a copy of current job descriptions for authorized job classifications assigned to that department.

All job descriptions are intended to be only generally descriptive of a classification's qualifications and duties, and not exhaustive statements of such qualifications and duties. The City reserves the right to assign, change, or delete specific job duties, or add, amend or delete specific qualifications. The City may also from time to time assign employees additional duties without the necessity of formally amending the job description.

City representatives are not authorized to modify this policy or to enter into any agreement, oral or written, contrary to this policy. City personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the City which are not consistent with City policy. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the at-will nature of management position employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in this manual or any other employee handbooks, employment applications, recruiting materials, or memoranda provided to applicants or employees in connection with their employment.

None of these or other documents, alone or when combined, can create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment. Similarly, City policies and procedures with respect to any matter are not to be considered as creating any contractual obligation on the City's part or as providing in any way that termination will occur only for "just cause". Statements of specific grounds for termination set forth in this manual or in any other City documents are examples only, not all-inclusive lists, and are not intended to restrict the City's right to terminate management employees.

3.2 EMPLOYMENT CLASSIFICATIONS CLASSIFIED SERVICE

Regular employment positions within the City shall be classified in accordance with federal and state laws. The City Manager may supplement the regular work force with seasonal employees, or other forms of flexible staffing when needed, due to peak work load, employee absences or other situations.

Employees hired into full time positions must serve a probationary period. During this period employees are subject to dismissal for just cause, no cause, or any cause. Upon successful completion of the probationary period, such employees shall continue in regular service status in said position.

3.3 DEFINITIONS

Regular Full-time Positions are approved in the budget, are assigned a position code and work at least 40 hours per week except employee assigned to shifts that may result in non-uniform work weeks.

Regular Part-time positions are approved in the budget, are assigned a position code but work less than 30 hours per week, and less than 130 hours per month.

Seasonal Positions are those positions that supplement the regular work force, are permanent annually budgeted positions that are filled for less than six (6) consecutive months and less than 1040 hours per fiscal year.

Temporary Positions provide the ability to staff a position that is not continuously budgeted and will not be authorized for more than six (6) months, and/or requires work to be performed intermittently or on an as-needed basis, unless approved by the City Manager. The general terms and conditions of the specific Temporary Employment assignment are detailed in a Temporary Agreement Form, established and mutually endorsed by the hiring authority and the Temporary Employee, with the approval from the Human Resources Manager and the City Manager. Employees filling temporary positions do not receive benefits.

Temporary Emergency positions are established on a temporary basis as a result of a state of emergency as declared by the Governor due to a disaster caused by destructive storms, winds, floods, fires, earthquakes, freezes, or other similar emergencies.

Internships are either paid or unpaid assignments in which students spend time for the purpose of gaining experience and/or completing academic requirements. Internships are designed for students enrolled in an accredited educational or vocational program. Students must be completing coursework in an appropriate field of study as determined by the hiring department. Internships may be either full-time or part-time. Interns do not receive benefits except as required by law. Students must be enrolled in at least one class with the exception of summer semester(s) and other designated school breaks.

Paid internships may not exceed the six (6) month limit placed upon positions of this type unless approved by the City Manager. Funds for these types of positions should be approved through the budget process but may also be approved by the City Manager. Ongoing budgeted/paid positions must meet FRS internship definitions as a Bona Fide intern (enrolled in a full-time status).

3.4 PROBATIONARY PERIOD

New or existing employees hired into full time employment positions shall serve a probationary period of at least six (6) months. Employees who are promoted into a full time employment position must serve a minimum of a six (6) months probationary period in the same manner as a new employee. Supervisors are to observe the performance of each probationary employee. Strengths and weaknesses in performance, attendance, conduct or behaviors are to be brought to the employee's attention.

Performance expectations should be prepared and reviewed with each employee hired into a new position within thirty (30) days from the date of hire, and a formal review at six (6) months, one (1) year and annually thereafter.

One month prior to the end of the position's established probationary period, a written evaluation of an employee's performance must be completed. The evaluation is to include a recommendation as to

whether the employee should continue in the position. The evaluation should be forwarded to the Department Head for comment/signature and then to Human Resources for inclusion in the employee's personnel file. A copy shall be provided to the employee.

Employees will be permitted to continue in their new position if they are given a satisfactory evaluation.

If the employee's service is unsatisfactory anytime during their probationary period, or upon review prior to the end of their probationary period, employment may be terminated at the recommendation of the Department Head and final approval of the City Manager.

During this probationary period employees are employed "at will" and are subject to dismissal for just cause, no cause, or any cause.

Under extenuating circumstances the Department Head may request that the probationary period of the employee be extended for a period not to exceed three months and must be approved by the City Manager.

3.5 ANNUAL PERFORMANCE EVALUATION

The Human Resources Manager shall administer a program to evaluate the quality of each classified employee's work performance and work behavior. Written employee evaluations must be done on an annual basis on the employee's anniversary date.

A supervisor evaluates the work performance of each permanent full time employee who has completed an initial probationary period, then six (6) months following the end to the employee's probationary period and each year thereafter.

Employee performance evaluations shall be used for, but not limited to, the following purposes:

Documenting the supervisor's perception of the quality of each employee's work performance and work behavior.

Advising the employee of strengths and weaknesses of his/her performance and work behavior.

Providing the employee with the supervisor's recommendations and expectations for improvement.

Aiding supervisors in improving the effectiveness and efficiency of their operations.

Providing the employee with information on training, education and professional development that would increase the scope of their knowledge and/or provide a platform from which future opportunities within the City may become attainable.

Documenting the basis for employee promotion, counseling, demotion, or disciplinary action. However, the performance evaluation should not be used as the only reason for disciplinary action.

Aiding in determining an employee's eligibility for any merit increase if applicable. When a performance evaluation has been finalized by the immediate supervisor and reviewed by the department manager, HR, and City Manager, it shall then be discussed with the employee, who shall be asked to sign the evaluation acknowledging receipt and allowed to attach any comments the employee wishes to make. Written comments attached to a performance evaluation by the employee shall become a part of that evaluation. The employee may refuse to sign the evaluation, but signing the evaluation does not necessarily mean

that the employee agrees with the final evaluation. The employee may note on the evaluation that they do not agree with the evaluation. Evaluations are not subject to the grievance process.

While supervisors will strive to make evaluations complete, evaluations are not intended to, and will not be considered to, forgive substandard job performances or misconduct which is not specifically detailed in the evaluation, but which has been the subject of previous disciplinary reports, other documentation, or oral counseling.

If an employee receives an unsatisfactory rating in any category, the employee's unsatisfactory performance area must be re-evaluated again in three (3) months at which time they will be placed on a performance improvement plan. A letter or memorandum must be written by the supervisor (or rater) to document the improvement or lack of improvement in the rated area and submitted to the Human Resources Department. A lack of improvement in the unsatisfactory area of performance could result in disciplinary action.

Annual

A supervisor evaluates the work performance of each permanent, full-time employee who has completed an initial probationary period, then six (6) months following the end of the employee's probationary period and each year thereafter.

All standards with regards to performance are identified in the current and approved Performance Evaluation Manual and are therefore made a part of this document.

3.6 EMPLOYEE VOLUNTEERS

The City of Holly Hill believes that volunteers make a positive difference to our community. Volunteering is an activity where employees decide, freely and by choice to help achieve the City's goals without expectation of financial or other reward in-kind. Volunteers benefit through direct engagement with our citizens while building a bond with the community. We understand that individuals volunteer for many reasons and we value their contributions, commitment and participation. Their involvement compliments the work the City undertakes, but does not replace the work of paid staff members.

3.7 RISK MANAGEMENT

City Volunteers are covered for work related injuries by our Workers Compensation Insurance. Volunteers are also covered by the City's liability insurance policy.

4 RECRUITMENT & SELECTION PROCESS

4.1 JOB VACANCIES

It is the policy of the City to be an equal opportunity employer and hire individuals best qualified for open positions. Through the selection and recruitment process, the City will build a diverse workforce that is successful in their endeavors.

In accordance with the Annual Budget and as position vacancies occur, requests to announce and fill job vacancies are initiated by the Department Head and submitted to the Human Resources Manager.

Applications and/or resumes are accepted ONLY for those positions for which the City is actively recruiting.

All position vacancies will be posted as Open until Filled.

Human Resources is responsible for initial screening for all recruitments and forwards screening and applications/resumes to the hiring manager.

Human Resources is responsible for notifying all non-selected candidates of the status of their application.

All offers of employment will be coordinated with Human Resources to ensure accomplishment of pre-employment testing, background and reference checks.

The City Manager may authorize the dual encumbrance of a position at his/her discretion in support of the business needs of the City through transition of new personnel into the role of an employee leaving City service.

4.2 VETERANS PREFERENCE

Per Florida Statute, it is the policy of the State of Florida to give preference to eligible veterans and spouses of veterans in appointment and retention, reinstatement and promotion in positions of public employment. As a political subdivision, the City of Holly Hill applies this policy in employment. Documentation must be submitted at time of application.

4.3 MEDICAL EXAMINATIONS

It is the policy of the City that applicants to whom a conditional offer of employment has been extended may be required to submit to medical tests or examination. In addition to current employees, to the extent permitted by applicable federal or state law, may also be required to submit to medical (including psychological) tests or evaluations.

Successful candidates for sworn police and fire positions will be required as a condition of employment to pass a medical examination to establish both their fitness to perform the job for which they have applied and their fitness to do so without endangering the health and safety of themselves or others. Employees may be required to have a medical/psychological examination on other occasions when the examination is job-related and consistent with business necessity or as required by applicable federal, state or local law. Such occasions may arise when there is the potential for exposure to toxic or unhealthy situations, when the employee is being considered for transfer or promotion, or when there is a question concerning the employee's ability to perform the duties of the job they are being considered for.

- Employees are encouraged, but not required, to have physical examinations periodically during their employment and to participate in wellness programs.
- Medical examinations required by the City will be paid for by the City and performed by a designated health care practitioner or licensed medical facility. Examinations paid for by the City are the property of the City and are to be treated as confidential and held in separate medical files. Records of specific examinations, as required by law or regulation or required by appropriate business practice, will be made available to the employee, persons designated and authorized by the employee, or other agencies or persons as allowed by law.
- Employees who need to use prescribed drugs while at work, when such use may impair their ability to perform their job safely and effectively, must report this requirement to their immediate supervisor. Depending on the circumstances, employees may be reassigned, restricted from

performing certain tasks, or even prevented from working if they are judged not able to perform their jobs safely and properly while taking prescribed drugs.

- The City reserves the right to require any employee who is returning to work from an absence due to an injury or illness to report to Human Resources and provide a health care provider's certification of the employee's ability to return to work before the employee is released to duty.

4.4 REFERENCE CHECKS

The Human Resources Department is solely responsible for responding to inquiries concerning current and former employees. The Human Resources Department will only provide information about current or former employees, which can be disclosed in accordance with Florida Law.

Each department which receives a request for an employment reference or recommendation concerning a former or current employee shall forward the request to the Human Resources Department for response. The Human Resources Department, will not comment upon its perception of the current or former employee but will only verify dates of employment, rates of pay and positions held.

The hiring department may elicit reference check information concerning prospective employees provided it is accomplished objectively.

4.5 NEPOTISM

In compliance with Chapter 112 Florida Statutes, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official.

"Public official" means an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion or advancement in connection with employment in an agency.

"Relative" for this purpose means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

If two employees change their family relationship as to come in conflict with these prohibitions, one of them shall be transferred to a different department if possible, voluntarily reduced in range to a sufficient level such that neither party is in a direct supervisory role, or separated from the City service.

It is the policy of the City no two related employees shall work together on the same team or workgroup.

5 TERMINATION OF EMPLOYMENT

5.1 RESIGNATION WITH NOTICE

A resignation with notice is defined as a written notice by the employee provided to the supervisor which includes the reason for resignation at least two weeks prior to the departure date. It is preferred that department heads and division heads provide at least a four week written notice prior to departure date.

The City Manager can negotiate a lesser period of notice or waive the requirement for notice at his discretion for the betterment of the organization.

5.2 RESIGNATION WITHOUT NOTICE

A resignation without notice is defined as any notice by the employee written or orally provided to the supervisor that is less than two weeks from the employee's departure date.

5.3 RETIREMENT

A notice of retirement is defined as the employee's eligibility to retire under the qualifications of an early, normal retirement or disability retirement under the guidelines of the pension plan. A written notice must be provided to the supervisor at least two weeks prior to retiring.

5.4 DISCHARGE

A discharge is the employer's action to terminate the employment of an employee due to a violation of a city policy or unsatisfactory performance.

- Failing to successfully complete a Probationary Period: type of discharge resulting from unsatisfactorily completing the probationary period (length of probationary period as dictated by union contract).
- Abandonment of Position: type of discharge resulting from an employee's voluntary absence from the job without approved leave for two (2) consecutive working days, without intention to return is deemed to be an unwritten resignation.

Employees terminated for cause are ineligible for rehire for two years following their termination. Exceptions must be approved by the City Manager.

5.5 TEMPORARY POSITION ENDED

A temporary position is ended by the employer when the position is no longer needed and is usually established for a specific time frame.

5.6 LAY OFF

Employees may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the elimination of a position or changes in job duties or organizational structure, or for any other reason deemed necessary by the City Manager.

In the event the City Manager determines that a reduction in the work force is necessary, several factors will be taken into consideration to determine which employees will be affected.

The order of such layoffs in most cases will be based on a combination of employee's ability to perform the required work, the employees' performance evaluations for the past three (3) years and length of service with the City. The City's Equal Employment Opportunity Policy and Veteran's Preference will be considered in the determination of layoffs.

On or after July 1, 2011 per Florida Statute 443, an officer, agent, employee, or contractor may receive severance pay that is not provided for in a contract or employment agreement if the severance pay represents the settlement of an employment dispute. Such severance pay may not exceed an amount greater than 6 weeks of compensation. The settlement may not include provisions that limit the ability of any party to the settlement to discuss the dispute or settlement.

Severance pay may be authorized by the Commission. If approved it will be paid according to the following schedule:

Length of Service	Amount of Severance
Less than 6 months	None
6 months to 3 years	One (1) week regular pay
4 years to 6 years	Two (2) weeks regular pay
7 years to 9 years	Three (3) weeks regular pay
10 years or more	Four (4) weeks regular pay

The decision to lay off employees shall not be appealed in accordance with the grievance procedure as outlined in these rules and regulations.

Discrimination against any employee in the layoff process on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws.

The Human Resources Department may provide employees affected by a layoff with transition support services for up to 90 days beyond the date of layoff.

5.7 RECALL

Names of employees laid off by the City will be maintained on a recall register for a period of eighteen (18) months. During this period, should an appropriate job become available, one in which the laid off employee has adequate job related skills; the former employee will be notified.

Following the notice, the employee would subsequently be treated like any new applicant applying for City employment. The employee on recall who is notified of a position opening will compete with other applicants for the position.

Should a laid off employee refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

5.8 DECEASED

The termination of employment due to the death of an employee.

6 COMPENSATION

6.1 PAY INCREASES

Employees may receive a salary increase by means of across-the-board increase, cost of living, promotion, step increase, reclassification, pay range adjustments or salary adjustments based on market data.

Pay increase for non-union employees are provided annually based upon the average of pay increases, if any, provided to members of the collective bargaining agreements which cover union members or at the recommendation of the City Manager and approved by the City Commission.

6.2 PROMOTIONS

A promotion occurs when an employee is moved from a position in one class to another position in a different class that has a higher maximum salary.

The promoted employee may receive a salary increase to at least the minimum rate of the new pay range or five percent (5%) whichever is greater (or as dictated by union contract). An amount higher than minimum can be considered by the City Manager if the individual's experience, skills or qualifications merit a higher than minimum rate adjustment.

6.3 DEMOTIONS

If an employee is demoted to a lesser classification, the demotion shall include a reduction in pay. There are two types of demotions.

- Voluntary Demotions - at the employee's request to a position, which involves a reduction in classification level. Voluntary demotions shall include a salary adjustment to the new pay range and may not exceed the maximum of that range. The percentage of adjustment shall equal the difference between the job classifications.
- Involuntary Demotions initiated by the City
Involuntary demotions may include a salary adjustment to the new pay range promotion or a reduction of 15% of gross wages whichever is the lessor amount (or as dictated by union contract) or a reduction equal to the wage increase received for the promotion. If the lessor amount is in excess of the new salary range, no additional adjustments will be made while the employee is outside of the pay range.

However, an employee shall not receive more than a 15% reduction in pay for involuntary demotions during a 5 (five) year period regardless of the number of involuntary demotions. This does not include reductions in pay for voluntary demotions and demotions for just cause.

If an employee applies for a new position because his or her current position is being eliminated, such a transfer shall be deemed an involuntary transfer.

Demotions for Just Cause - Employees may be demoted for disciplinary reasons or when performance evaluations reflect below satisfactory ratings. The pay of the employee will be adjusted to the new range the employee is demoted into.

Demotions for just cause shall be in accordance with the City's rules and regulations and in accordance with Union contracts.

6.4 TRANSFERS

Employees transferred to a position in the same classification or to a different position with the same pay grade are considered a lateral move and are not eligible for an increase.

Employees transferred to another position in a lower classification or grade shall be handled in accordance with the rule established for Demotions.

6.5 RECLASSIFICATION/ORGANIZATIONAL CHANGES

When a position is reclassified to a higher class, adjustments to salary will be handled in the same manner as a Promotion.

When a reclassification results in assignment to a lower class, adjustment will be made in accordance with the rules for Demotion.

6.6 TRAINEE CATEGORY

In instances where recruitment efforts do not yield a candidate for selection, the Department Head may request the appointment of a 'TRAINEE'. In such cases, a candidate for hire whose background and experience most closely matches the knowledge, skills and abilities required of the position to be filled could be hired at a rate of ten percent 10% below the minimum salary, until the Trainee has met the minimum qualifications for the position.

This category is used to train people on-the-job who have the potential to do the work, but lack some of the skills or experience needed. The typical time a person remains in a trainee category would be a minimum of six (6) months and a maximum of two (2) years or may be extended at the discretion of the City Manager. This time period would depend upon the skills or experience needed in individual cases.

6.7 OVERTIME WORK

The typical work week for all full time employees shall be forty hours except for those positions assigned to shifts, i.e. Police, Fire and Utilities. The employment and work programs of each department should be scheduled to reduce or eliminate overtime work.

It is anticipated employees may be required to work when necessary to complete assignments or meet deadlines. Department Heads may schedule overtime or extra shifts when necessary. Employees are eligible to receive overtime compensation at the rate of one and one half times their regular rate of pay for all hours worked in excess of forty hours in one work week.

Employees are required to be present at their assigned work location for the total designated hours in their prescribed workweek unless their absence is authorized and documented by an approved leave request. All absences shall be properly recorded and charged to the employees leave record.

Employees in classifications exempt from overtime payment shall be compensated by a regular salary on the basis that extended workdays and/or workweeks may be required to accomplish the assignments of their positions. Such employees are expected to work whatever reasonable hours are necessary to complete assignments and successfully execute the duties and responsibilities of their position.

Job classifications are designed by the City as either exempt or non-exempt for overtime pay purposes in accordance with the Fair Labor Standards Act.

Unscheduled personal leave, sick leave, extended sick leave, bereavement, jury duty and leaves of absence are not considered as time worked to accumulate total weekly hours required to be eligible for premium overtime pay.

Non-exempt employees shall not "work" while on sick leave, vacation or other paid leave. "Work" includes accessing the City's email system while on leave Department Heads, Managers and Supervisors shall

ensure that no overtime will be worked, with the exception of a declared emergency, unless authorized in advance.

6.8 COMPENSATORY TIME

At the discretion of the Department Head, non-exempt employees (employees eligible for overtime) will be eligible to accumulate Compensatory Time in lieu of paid overtime up to a maximum of 24 hours or as dictated by union contract agreements. Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

At the Department Head's discretion, *Unscheduled Comp Time*, defined as Compensatory Time used when it is NOT scheduled in advance, may be utilized only for unforeseen situations such as a transportation problem that results in a late arrival for work, an emergency experienced by an employee's family member or other similar unforeseen matter. Employees abusing the use of *Unscheduled Comp Time* may be subject to disciplinary action.

6.9 ACTING PAY

The City recognizes its responsibility to reasonably compensate employees. Acting pay status may be granted to employees temporarily assuming the full responsibilities of a higher pay grade.

6.9.1 Classified Service Employees

Acting pay status may occur for permanent full time employees, at the request of the Department Head, when an employee has fully assumed the duties of an absent employee in a higher pay grade. When it is anticipated a classified position will be vacated for a period extending more than five (5) calendar days, or as dictated by union contract agreements, the Department Head, with City Manager's approval, may grant the employee, temporarily assuming the full duties of the higher pay grade, a five percent (5%) salary increase or the minimum hourly wage of the higher paygrade, whichever is greater.

6.9.2 Reinstatement to Previous Position

Upon reinstatement to the employee's previous job classification, the employee will receive the hourly rate of pay earned prior to the time acting pay status was granted, in addition to any salary increase/wage adjustment that may be applicable.

6.10 HOLIDAYS

6.10.1 Holiday Pay

All full time employees on the active payroll by the date of the holiday are eligible for holiday pay at their regular rate of pay.

An employee must be in a paid status the day before a holiday and the day after the holiday in order to be compensated for the holiday. Paid Status in this context means the employee is compensated for *hours worked* (based on the work schedule) the day before and the day after the holiday or compensated through the use of *accrued paid leave* (i.e., comp time, vacation, personal leave, sick leave) the day before and the day after the holiday.

Employees receiving occupational injury or occupational illness pay through Workers' Compensation are eligible for the amount of holiday pay that will supplement the Workers' Compensation benefit so the amount payable is as if the employees were present for a normal workweek.

When a holiday is observed on a scheduled workday, full-time eligible employees may be paid up to the number of hours of work usually scheduled for that day.

Permanent part-time employees, who work a minimum of twenty (20) hours per week will be paid four (4) hours as holiday pay. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.

6.10.2 Overtime/Holidays

When an employee does not work on a holiday but receives holiday pay, these hours are considered as time worked to determine if an employee has satisfied the minimum hours per week required to be eligible for premium overtime pay.

6.10.3 Work During Holidays

Each eligible employee is entitled to enjoy a certain number of officially designated holidays while employed by the City. However, if the work requirements of the Department are such that an employee is required to work on any official holiday, employee receives holiday pay for the hours actually worked at a rate of one and one-half (1 ½) times the employee's regular hourly rate.

6.10.4 Holiday Falling on Weekend

When a holiday falls on Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

6.10.5 Holidays During Paid Leave

Employees on vacation or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave and will receive holiday pay.

6.11 MINIMUM CALL BACK PAY

Minimum call back pay is provided to compensate off duty employees who are not on assigned standby duty and who are assigned to report to work on an unscheduled basis.

An employee eligible for call back is paid for the actual hours worked or a minimum guarantee of three (3) hours straight time pay, whichever is greater.

Employees are eligible for call back pay as follows:

- Any nonexempt employee who is off duty and required to report to work on an unscheduled basis is eligible for call back pay, providing the reporting time is more than three (3) hours before the start of the employee's next regular shift.
- When an employee is on duty and directed or assigned to continue or remain at work, the extra work time is considered as scheduled work. The employee is not eligible for the minimum call back pay.

6.12 WORK BREAK

The typical work day is a nine-hour day with a one-hour unpaid meal break. Each Department Head may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

- No single work break exceeds fifteen (15) minutes absence from the employee's assigned work duties.
- Employee shall not accumulate unused work breaks, and work breaks cannot be used to cover an employee's late arrival or early departure from duty.
- Work breaks may be cancelled whenever the needs of the City dictate such action. Breaks may not be combined with a meal hour or any other break, nor used to provide a later reporting time or earlier quitting time.

6.13 EFFECTIVE DATE

The effective date of any pay increase shall be as approved by the City Manager.

The City Manager or designee must administer these rules and regulations with the budgetary constraints established each fiscal year. The payment of salaries and granting of salary increases are always subject to the availability of adequate funding.

6.14 COMPENSATION PROCEDURE FOR EMERGENCY SUSPENSION OF CITY OPERATIONS

In the event of extreme weather or other emergency conditions that pose a hazard to the safety of City employees or the public or which make normal operations impractical, the City Manager or his designee may suspend all or part of a normal work day.

In the event such determination is made the City Manager shall notify all Department Heads of the effective time of the suspension of operations; Department Heads shall notify all affected employees in their department. Such notification shall include the time of scheduled resumption of normal operations.

- When City operations are closed down before the start of a scheduled workday, employees normally scheduled to work who are instructed not to report to work will receive full pay for the workday. Employees instructed to report to work but failing to report shall, at a minimum, have their accrued leave charged or shall be denied pay if no accrued are available. Depending on the circumstances, a refusal to report to work may lead to disciplinary action, up to and including termination.
- All temporary and part-time employees not required to work, as part of the City's Emergency Management Plan (non-essential employees) shall not be compensated until normal operations resume.
- Non-exempt employees, part-time and temporary employees required to work as part of the City's Emergency Management Plan, (classified as essential employees) shall be compensated in accordance with City policies for actual hours worked and in accordance with the Fair Labor Standards Act.
- Exempt employees required to work as part of the City's Emergency Management Plan, or in which department operations are not suspended. Exempt employees (essential employees) who work in excess of 40 hours per week, at the direction of the City Manager shall be provided additional compensation when all of the following conditions are met:
 - an emergency or disaster has been declared by an authorized local, state or federal authority;

- the employee is called in and/or required to work in excess of six (6) hours for non-department head exempt employees and in excess of twelve (12) hours for department head exempt employees:
 - in addition to normally scheduled hours on any day, or
 - on a normal day off during the pay period
- The additional compensation of these hours shall be calculated back to the first hour and will be paid as follows:
- Non-department head exempt employees shall be paid on an hourly basis at time and one-half (annual salary divided by 2080 hours of work in one year x 1.5)
- Department head exempt employees shall be paid on an hourly basis at straight time (annual basis divided by 2080 hours of work in one year)
- Nothing herein shall be deemed to reduce or alter the regular salary payment for exempt employees at times other than those specified above.

Once the City resumes normal operations, all employees are expected to report as normally required. Depending upon the effect the disaster has on an employee, the Department Head may authorize the use of leave to allow the employee to take care of personal needs.

An employee who fails to report for duty when required will be subject to disciplinary action up to and including discharge.

7 BENEFITS

7.1 VACATION LEAVE

The Department Heads shall determine when vacation leave shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads; Employees will be given preference as to vacation time according to continuous length of service.

Vacation	
Years of Service	Days per Year
0 – 4	10
5 – 9	13
10 – 14	15
15 – 19	18
20 - 24	23
25 - 29	25
Over 29	27

Regular full-time probation employees earn vacation leave following the above schedule. Leave shall not be available for use until completion of the six (6) month probationary period.

Vacation leave will be paid at the employee's current rate of pay. As vacation leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

An employee must provide a 3-day advance notice to request the use of vacation leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

Department Heads, on a case-by-case basis, have the discretion to waive the advance notice requirement.

Vacation leave may be accumulated to a maximum of 90 working days.

Any employee being separated from the service of the City shall be reimbursed for any unused vacation leave or time to his credit at the rate of pay in effect at the time of separation.

Permanent, part-time employees who work a minimum of twenty (20) hours per week shall earn twenty (20) hours of personal leave year on their anniversary date. The personal leave hours will not accrue from one year to the next, and will be forfeited if not used within the anniversary year. Employees must work at least 1040 hours per fiscal year to qualify for this benefit. Seasonal and employees who work random hours are excluded.

7.2 SICK LEAVE

All regular full time employees shall be credited sick leave with pay at the equivalent rate of one day per month for each month of continuous service up to a maximum of 90 days. Sick leave benefits shall not accrue during any leave of absence without pay.

Sick leave shall not be considered a right or a privilege to be used at an employee's discretion, but rather, may be granted only for:

- Incapacity due to illness, pregnancy, or injury.
- Medical, dental, or vision examination or treatment.
- Legal quarantine due to exposure to contagious diseases.

Serious illness in the immediate family, defined for this purpose as consisting of the employee's spouse, children, step-children, parents, brothers, sisters, grandparents, or other dependent relative residing with the employee on a permanent basis.

Claiming sick leave when not entitled shall be just cause for disciplinary action, including suspension, demotion, or dismissal. Employees using accrued sick leave shall be considered to be working for the purpose of accumulating additional sick leave.

Sick leave is to be granted for the purposes as stated above, therefore, an employee shall not be entitled to use any accrued sick leave during their notice period prior to their date of termination, unless upon their return to work, an employee provides a note, or receipt from a physician or health care facility to cover the time of absence. If sick leave is used for purposes that are not legitimate which constitutes an abuse of sick leave, the day the sick leave begins will be their effective date of termination.

Scheduled Sick Leave is defined as use of sick leave for which advance notice has been obtained. Typically scheduled sick leave would be utilized for doctor/dental vision appointments/out-patient procedures, etc.; in these instances, Scheduled Sick Leave would be requested, in writing, as far in advance as possible. Proof of the scheduled appointment is required.

For instances where an employee has been out-of-work for their regular shift due to an unexpected illness/injury, or other purpose for which Sick Leave is allowed, and the employee is unable to report to

work the next day (example: flu, or doctor's instructions) the second day of absence will be considered to be "Scheduled" provided the employee notifies his/her supervisor 24 hours in advance of the day(s) of absence.

An employee who is sent home at the request of their Department Head due to a contagious illness/disease shall have their leave deemed to be scheduled.

Unscheduled sick leave is defined as sick leave taken for which no advance notice was obtained.

Upon separation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for all unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of separation:

- Resignation after 15 years of continuous service: 50%
- Upon retirement and/or death: 100%. Retirement is defined as the eligibility to retire under the qualifications of a normal retirement or disability retirement under the guidelines of the pension plan or social security.

If an employee has been absent for three or more consecutive workdays, or whenever abuse of sick leave is suspected on account of a suspicious pattern or quantity, or other similar circumstances, the employee's Department Head may require the employee to file a doctor's certificate confirming the employee's illness, or injury, and specifying whether or not the employee's condition is suitable to resume his or her employment duties. The City reserves the right to investigate the merit of any and all sick leave requests or claims prior to authorization of sick leave benefits. An employee who does not report for work due to any cause specified in this policy shall inform his or her Department Head/Designee regarding the absence in accordance with the department's policy.

Failure to notify a Department Head without just cause may be grounds to deny sick leave with pay for the respective period of absence.

When an employment action occurs of promoting, transferring or demoting from a position which accrues personal leave to vacation leave or vacation leave to personal leave and sick leave to extended sick leave or extended sick leave to sick leave, the existing balance at the time of the employment action will be transferred to the leave schedule assigned to the new position and will follow all accrual and payout provisions associated with the type of leave.

7.3 PERSONAL LEAVE

For the purpose of hiring experienced Department Heads, the City Manager, in lieu of offering Vacation Leave and Sick Leave, may offer to a new Department Head the option of earning Personal Leave. The amount of time earned by the Department Head shall be computed on a forty (40) hour work week.

Each Department Head earning Personal Leave may accrue up to 960 hours of Personal Leave. Department Heads who separate from the City, for any reason, will be paid for accrued Personal Leave not to exceed 960 hours.

Years of Service	Hours per pay period	Total hours per year
0-4	6.7693	176 Hours
5-9	7.6923	200 Hours
10-14	8.307	216 Hours
15-19	9.2307	240 Hours
20-24	10.7692	280 Hours
25-29	11.3846	296 Hours
Over 29	12.00	312 Hours

Personal Leave will be paid at the Department Head's current rate of pay. As Personal Leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

A Department Head must provide a 3-day advance notice to request the use of Personal Leave of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more. Any Personal Leave taken without the prescribed notice is considered unscheduled. A Department who takes more than 4 unscheduled is considered unsatisfactory and will be reflected in a performance evaluation and subject to disciplinary action.

Accruing Personal Leave, a Department Head may carry over 75% of earned Personal Leave to a succeeding year. No more than 75% of earned Personal Leave may be carried over to a succeeding year without written approval from the City Manager.

7.4 SICK LEAVE SELL BACK PROGRAM

An employee must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B.P., employees must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of sick leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.

Sick Leave Hours Used	Hours Eligible to Sell Back
0	40
8	32
16	24
24	16
32	8
40	0

Work related injuries or family medical leave shall not prevent an employee from participating in the S.L.S.B.P. Requests for selling back hours of sick leave according to the above schedule, must be

submitted to Human Resources between October 1st and October 15th of each eligible year. Sick Leave Sell Back checks will be issued with the second pay check in November.

7.5 HOLIDAYS

All permanent full time employees are entitled to ten (10) paid holidays each year (unless dictated by union contract).

All permanent part-time employees (who work a minimum of twenty (20) hours per week) are entitled to nine (10) paid holidays each year (based on four hours).

The following are designated holidays

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day
- Floating Holiday - to be determined by City Commission/City Manager (usually around the Christmas holiday)

Employees must be in a paid status on both the day scheduled work day prior and the scheduled work day after a holiday in order to receive holiday pay.

7.6 PERSONAL DAY

An employee shall be awarded a personal day. A personal day will be granted to each non-bargaining unit employee at the beginning of each fiscal year. The personal day is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The personal day cannot be used in increments and must be used as an 8-hour day and will not be counted toward the calculation of overtime or the provisions of overtime for holidays.

7.7 SAFETY DAY LEAVE

All eligible employees shall receive one (1) additional 8 hour day (to be termed a Safety Day), provided the employee has experienced no lost time in the previous fiscal year as a result of any job related accident. No lost time is constituted as one 8-hour day or greater as a result of the job related injury for this purpose.

The Safety Day must be taken as a full-day and not in increments within the fiscal year after it is earned and cannot be carried over (requires pre-approval by employee's Supervisor or Department Head).

Eligibility will be based upon the employee's previous 12 months of service.

7.8 BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances as established in this policy.

When a death occurs in the immediate family of an employee, that employee shall receive five (5) days off without loss of pay or benefits, or as dictated by union contract agreements. This five (5) days of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance.

Additionally, should a member of an employee's immediate family suffer from a terminal illness or be placed in hospice care, an employee may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the employee uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, personal leave, etc.).

If the funeral occurs outside of the state of Florida, the City Manager or his designee shall have discretion to grant up to five (5) additional days off, without loss of pay or benefits.

Bereavement Leave will not be charged against sick leave, vacation, holiday, overtime or accumulated compensatory time. A copy of the obituary may be required.

Immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

The employee shall be granted bereavement leave of three (3) days (twenty-four (24) hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of an employee's immediate family requires that the employee use accrued leave (vacation, personal leave, etc.).

7.9 CLOTHING ALLOWANCE

The City provides a clothing allowance to its employees on the following basis:

- As stipulated under a collective bargaining agreement.
- For those employees who are required to wear a uniform shirt the City will provide an annual allowance of \$100.00 per year which is paid during the first quarter of the fiscal year.
- For those employees who are not required to wear a uniform shirt the City will provide an annual allowance of \$200.00 per year which is paid during the first quarter of the fiscal year.
- Positions designated as required to wear a uniform shirt are as follows:
 - Administrative Assistant – Public Works, Police Department and Fire Department
 - Customer Service Supervisor

For the positions listed above the City provides five (5) shirts upon hire and three (3) new shirts annually, each October.

7.10 LEAVE OF ABSENCE WITH PAY - ADMINISTRATIVE

Court Appearance/Jury Duty

A full time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City shall be granted time off with pay for the time actually spent on jury duty or in the court appearance. The employee must:

- Notify his/her supervisor of the summons or subpoena immediately upon receipt and produce the summons or subpoena to his/her supervisor with an estimate of the duration of the absence; and the City requires an employee who received paid time off for court appearance or jury duty to turn in any compensation which he/she received.
- Report to the supervisor immediately upon the conclusion or continuance of such jury duty or court appearance.
- Provide a copy of the release from Jury Duty from the Clerk of the Court to their supervisor/department head.

The City may reschedule the working hours and days of work of a part time employee who is summoned to jury duty or subpoenaed to appear in court as a witness in relation to his/her position with the City of Holly Hill. If it is not feasible or practical to reschedule the employee's hours of work, the City shall grant the employee time off with pay for the time actually spent on jury duty or in the court appearance.

In order to receive time off with pay for jury duty or a court appearance, the employee must abide by the provisions contained above.

If any employee is subpoenaed as a witness other than in the specific circumstances described above, the City will grant the employee leave without pay or accrued personal leave to the extent that the Department Head so approves.

Meetings

An employee may be granted leave with pay to attend professional meetings or conferences, which may contribute to the effectiveness of the employee's work performance.

Examinations

Employees may be granted leave with pay while taking examinations before a Federal, State or City agency, provided such examinations are pertinent to his/her City employment.

At the discretion of the Department Head, employees may be granted paid leave for testing for job related certifications, re-certifications, required CEU's, etc.

7.11 ABSENCE WITHOUT PAY

It is the expectation of the City that employees be judicious in their use of leave in order to ensure that as much as possible, advance approval is requested for any absence from the workplace. Additionally, an employee who exhausts all accrued leave (exceptions include approved FMLA or other leave as required by law) and therefore experiences an absence without pay, is subject to disciplinary action up to and including termination of employment.

7.12 MILITARY LEAVE

The City complies with all state and federal statutes related to military service. This includes but is not limited to Chapter 115 of the Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act U.S.E.R.R.A.

7.13 LIFE INSURANCE

The City of Holly Hill will provide all permanent full time employees with a term life insurance policy at no cost in the amount of 1 times their annual base salary up to a maximum \$100,000 rounded up to the next highest thousand, unless coverage is otherwise required or limited to that specified under a collective bargaining agreement. This policy will pay twice as much in the event that the death is accidental.

The City reserves the right to select and change the carrier for such insurance.

7.14 PENSION

General Employees

All new employees are hired under the Florida Retirement System (FRS). FRS provides a choice of two retirement plans: the FRS Investment Plan and the FRS Pension Plan. Each plan offers important benefits. To determine which plan is best for you, employees are advised to contact FRS to speak with financial guidance specialist (1-866-446-9377 or visits MYFRS.com for additional information.

Employees are required to contribute to the Retirement Plan/Pension Plan for which they are eligible in accordance with either (1) legislated requirements or (2) as required by the individual Plan and approved by the affected collective bargaining unit.

In the event a new employee is considered to be an FRS Retiree, the City will provide contributions to a 401(a) plan at the same rate as if they were a participant in FRS.

Police

The Police Officers Retirement Trust Fund' was created under Chapter 185 Florida Statutes for all sworn officers.

Fire

The City of Holly Hill Firefighters' Retirement System' was created under Chapter 175 Florida Statutes for all firefighters.

7.15 DEFERRED COMPENSATION

Deferred Compensation is a voluntary plan provided by the City to assist employees in providing an option for additional retirement benefits. The total contribution is tax deferred and paid for by the employee. Contact the Human Resources Department for enrollment information.

7.16 VOTING

Employees are therefore encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting.

7.17 HEALTH INSURANCE

The City of Holly Hill will provide medical coverage for the employees as follows:

The City shall pay an amount equal to the premium carrier's individual rate (as may be adjusted from time to time), to be applied to the individual coverage selected by the employee.

- The City shall make no contribution to dependent coverage. If an employee elects dependent coverage, the employee will pay the full group premium cost for dependents. The dependent must fall within the City guidelines established for dependent coverage.
- The effective date for new employees to participate in the City's group insurance is the first of the month following 30 days of employment.

7.18 ADDITIONAL INSURANCE BENEFITS

Additional benefits may be available at full cost to employees. See the Human Resources Department for further details

7.19 GROUP INSURANCE - EXTENSIONS

The City complies with provisions for continuation of medical, dental and vision insurance as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Information on continuation of benefits, and/or any other qualifying event, are available in the Human Resources Department.

Retirees

Employees who retire (the eligibility to retire under the qualifications of a normal retirement, social security or disability retirement under the guidelines of the pension plan) may continue their group medical, dental, vision and life insurance coverage(s). Retirees can elect to continue group medical, dental, vision and life insurance (basic life insurance only) at the group rates as provided to all full-time employees. Retirees can elect to continue the group coverage of the plan(s) they have at the time of retirement and are not eligible to add coverages at open enrollment. Enrolled retirees will be able to make group medical plan changes during the open enrollment period. Enrolled retirees will be able to add dependents to their current coverages based on qualifying events only. If the retiree fails to continue their coverage during the open enrollment period, coverage will be terminated. If a retiree fails to pay the monthly premiums due, coverage will be terminated and will not be eligible for reinstatement.

7.20 EMPLOYEE COMPUTER PURCHASE PLAN

All full-time city employees who have completed their probationary period may be eligible to receive an interest-free loan up to a maximum of \$2,400.00 to purchase a personal computer, laptop, upgrade an existing personal computer or tablet.

After purchasing the equipment, the employee must submit a copy of the paid invoice to the Finance Department within 7 days of date of check. Failure to provide the receipt(s) within the 7 day period will result in the full loan amount being due immediately and will be deducted from the employee's paycheck. Loans will be made available for a period of 12 or 24 months and are repaid through payroll deductions.

Loans must be paid in full prior to another loan being given.

8 TRAINING AND DEVELOPMENT

8.1 GENERAL STATEMENT

The City of Holly Hill is desirous of helping its employees in their jobs by paying for job related courses during their off duty hours providing the classroom schedules do not conflict with the employees work schedules.

8.2 EDUCATIONAL REIMBURSEMENT

If approved in the annual budget, the Department Heads have the authority to approve any course not exceeding a total cost of up to \$500 per fiscal year. Full-time, permanent, non-union employees with at least three (3) years of service may receive reimbursement up to 50% to a maximum of \$5,000 per fiscal year. This reimbursement is inclusive of tuition, books and other course materials, provided the applicant is not receiving benefits under the G.I. bill or other aid programs. Final approval must be given by the City Manager. These payments are subject to IRS regulations and may be subject to taxation. Any additional costs for coursework must be authorized by the City Manager. Courses recognized for educational assistance are:

8.2.1 Job Improvement Courses

Courses directly related to the employee's assignment that will improve his skills, knowledge and ability to perform his duties and increase, through more advanced techniques, his potential for promotion. Coursework recognized for job improvement can be obtained through technical schools, community colleges and accredited colleges and universities. Covered coursework may be degree or non-degree seeking coursework at the undergraduate or graduate level.

8.2.2 In-Service Training Courses

Courses in management and supervisory development. All City employees are encouraged to participate in this type of training.

Upon successful completion of the course, the employee's personnel record will be documented with his educational achievement, and the City Manager will arrange for reimbursement to the employee expenses for tuition, books and other course materials, based on the following schedule:

Undergraduate	Graduate
Letter Grade B or higher - 100%	Letter Grade B or higher – 100%
Letter Grade C - 50%	Lower than letter Grade B – 0%
Lower than Grade C – 0%	

Reimbursement for courses in which letter grades are not issued will be in the following manner:

Satisfactory	100%
Unsatisfactory	0%

Should an employee leave City employment after completion of course(s), and prior to compliance with the terms of this agreement to remain in City employment for two (2) years or more, he shall reimburse the City within six (6) months after his termination for any costs due. Non-union employees must remain in the employ of the City for at least three (3) years following course completion. Payment shall be taken from the employee's benefits, if any, accrued at the time of termination. Any amount due the City over

and above said benefits shall be paid within the first year after termination at an annual interest rate at six percent. Payment of such unpaid balance may be made on a monthly basis (principle and interest) subject to prior arrangement with the Finance Department with City Manager approval. Upon termination of an employee who is indebted to the City, the Finance Department will issue an official City invoice to such employee showing the amount due and the terms of payment. Checks shall be made payable to the City of Holly Hill and shall be deposited in the funds of the City.

Death

Should the employee, through death or disability, fail to continue the required tenure of employment as provided herein, any remaining liability for reimbursement of educational expenses shall be cancelled automatically. Forms with procedures are available through the Human Resources Department.

Reimbursement Policy for Short Courses and Certificate Achievement Courses

In those cases where an employee is participating in a short course, or some other course which requires him to take an examination to obtain a certificate as the ultimate goal and objective of the course, the City shall require the employee to reimburse the City for all tuition and fees directly associated with the instructional content of the course (should he/she fail to obtain the certificate or passing grade).

This shall not include such items as meals and lodging where the employee must participate in a course, which is out of town or to which he/she is entitled to per diem expenses.

In such cases where a make-up examination is provided for within a period of one year of the employee's failing to pass an examination or obtain a certificate, the City shall withhold action in requiring the employee to reimburse the City, until such time as the employee has completed the re-examination.

However, where the employee does not indicate a desire to take the re-examination, such reimbursement shall be rendered immediately upon notification to the City and the employee that he/she has not obtained a certificate or passed an examination.

8.3 TRAINING AND TRAVEL EXPENSE

8.3.1 Training

Training may be required by employees, elected officials and board members to attend seminars, workshops or classes to improve job skills needed to perform their job responsibilities.

Training may be required for employees to obtain certification(s) or re-certification(s) which include state, national or professional certifications to perform their jobs.

Department heads, division heads, supervisors and other employees as approved by the City Manager during the budget process, whose job performance can be enhanced or whose national or state affiliation brings recognition and distinction to the City, may attend national or state conferences.

All of these types of training generally require travel.

All training and travel requests must be approved by the department head in advance. Employees must complete the Travel and Training Request Form for training which includes the registration, transportation and meals, as well as the Hotel Request Form (if applicable), which is located in the file server, under the Finance Department in WORD. These request forms must be approved by the department head and

submitted to the Finance Department along with the supporting documentation at least ten (10) days prior to the training/travel date.

8.3.2 Travel

All travel must be by the most reasonable direct route. If a person travels by an indirect route for his own convenience, any extra cost shall be borne by the traveler. Reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. If travel by the most direct route is not possible because of construction, detour, or other legitimate reasons, the claim for any additional cost will be reimbursed.

The most economical and efficient mode of transportation shall be used. Both travel costs and time will be considered. The use of City vehicles for travel is encouraged.

In the event an employee drives their personal vehicle, the employee will receive a mileage reimbursement based on a rate per mile as designated by current IRS regulations. This reimbursement is paid in advance and is included on the Travel and Training Request Form. Computation for all travel by personal vehicle will be measured from City Hall, 1065 Ridgewood Avenue, or the employee's residence whichever is closer, to the destination and back utilizing Map Quest or a similar internet locator tool.

Upon submittal of the Travel and Training Request forms, all registrations and travel arrangements (inclusive of airlines arrangements if necessary) are coordinated by the Finance Department.

If incidental expenses are incurred during the travel time and at the training (i.e. tolls, bus, taxi, limousine fares, parking fees, for business related purposes), or in the case of Hotel fees, such as resort fees, etc., are applied, these charges will be reimbursed by the City provided receipts are provided to the department head and submitted to the Finance Department within ten (10) days from the date of return. Any employee failing to meet the ten (10) day time limit will not be reimbursed. The employee is responsible for presenting the City's Sales Tax Exemption Certification to the hotel to prevent unnecessary charges for sales tax.

Reimbursement will not include room charges (i.e., personal telephone calls, gratuities, pay television channels, room service). Telephone calls to your supervisor or department head will be reimbursed if the telephone call is necessary, a receipt must be provided.

Reimbursement shall be provided only for actual costs incurred. For example, lodging in a personal residence with meals provided at no cost to the employee is not reimbursable.

The following policies apply with regard to expenditure of City funds for training purposes:

- Selection of training method, timing, etc., is to be on the basis of maximum cost effectiveness, and with approved budgets.
- Employees participating in training sponsored by the City will share their knowledge, course materials, etc., with other employees so as to maximize the benefit received from the City expenditures.
- Approvals from the employee's Department Head and the City Manager are required for training expenditures by the City.

8.3.3 Meals and Incidentals Allowance Rate

Travelers will receive a meals and incidentals allowance consistent with IRS regulations for accountable reimbursement plans. The term “incidentals” includes, but is not limited to, expenses for laundry, cleaning, and pressing of clothing, and fees and tips for services, such as porters and baggage carriers. The allowance will be used in lieu of reimbursement of actual expenses substantiated by receipts. The traveler will be paid an amount equal to the Federal meals and incidentals rate for the locality of travel. The meals and incidentals rate for the locality of travel will be based on the U.S. General Services Administration or GSA locality Per Diem Rates which is updated annually.

The City does not reimburse meals included with a conference. If a conference includes meals then the City reimburses only the meals where the traveler incurred an expense.

Receipts are required for all travel expenses paid except for items covered under the meals and incidentals allowance.

Exempt and non-exempt employees will be paid their regular rate of pay for training if conducted during their regular scheduled work day. Employees will not be compensated for travel time outside their normal scheduled workday. Overtime provisions may apply for non-exempt employees only if the training time exceeds the employee’s regular scheduled work week.

Upon completion of any employee training, appropriate documentation will be added to the employee’s personnel file. The employee may also be eligible for a wage increase if this training is required by the City to obtain certification for the employee’s position.

8.3.4 Intra-City Travel

Persons traveling within the boundaries of Volusia City on official City business will be reimbursed for qualified expenses such as mileage and parking.

9 MEDICAL - ILLNESS OR INJURY

9.1 PROCEDURE

Any employee injured in the line of duty must make an immediate report to the supervisor regardless of the extent of the injury. The supervisor must report the injury to the Human Resources Department immediately no later than the end of the next business day from the date of injury.

In the event an employee refuses medical care, a signed statement to this effect should be obtained from the employee and submitted to the Human Resources Department.

Failure of an employee to use issued safety devices and/or the failure of a member to file a written first-report-of-injury form regarding any injury sustained on the job, may result in disciplinary action up to and including termination.

When an injury requires medical treatment a post-accident drug screen is required to be administered as soon as possible following the injury and provided that it does not interfere with medical care/treatment.

9.2 BENEFITS

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Law, Chapter 440 Florida Statute (or as subsequently amended), may use sick leave, vacation or compensatory time.

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day at the rate of 66 2/3% based on a no work status and 64% if based on a light duty status of the employee's gross salary (computed on the average weekly wage paid for the thirteen (13) weeks prior to the date of injury), in accordance with the Workers' Compensation Law (or with statutory provisions if subsequently amended). If the employee is unable to resume work at the end of twenty-one (21) days, then Workers' Compensation will begin retroactive to the first day. An employee may use accrued sick leave, vacation leave, or compensatory time to receive compensation for the daily eligible unpaid hours when on Workers' Compensation leave. However, in no case shall an employee's benefits exceed the total amount an employee would have been paid in the absence of injury.

The injured employee will be compensated through the City's payroll system for the eligible 66 2/3% or 64% of gross salary received through worker's compensation. The City will be reimbursed through the worker's compensation insurance carrier. The City will credit back the employee the used leave if paid through Workers Compensation for the first seven (7) days.

9.3 FOLLOW-UP TREATMENT

Those employees, upon returning to work, requiring follow-up treatment due to a work related injury may be allowed time from work with pay for such treatment provided treatment is not reasonably available during non-working hours. Each absence from the work place, due to follow-up treatment, may not exceed three (3) hours. Time away from the work place, in excess of three (3) hours, will be charged to the employee's sick leave.

Treatment must be prescribed and/or recommended by a City authorized physician, Workers' Compensation physician or approved medical treatment facility. The employee shall provide written documentation of the prescribed and/or recommended treatment to the Supervisor/Department Head. Department heads shall have the responsibility of monitoring an employee's use of City time for follow-up treatment. An employee may be denied use of City time for such treatment if abuse is determined.

9.4 OBTAINING EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

The procedure for reporting and obtaining medical care for on the job injuries is available on the city's template under Human Resources.

The supervisor arranges transportation to the nearest approved medical facility for a critically injured employee and provides the employee with the necessary documentation for reporting the injury

Immediate notification is to be made to Human Resources as soon as practical following any workplace accident/injury. The supervisor initiates an investigation of the workplace accident/injury with the assistance of the Department Head. Investigations shall include the following:

- Incident reports are completed by the employee, the employee's supervisor and all witnesses.
- Photographs are taken as deemed appropriate.

- Human resources follows-up as needed through additional interviews, accident analysis, root cause, etc.
- All return to work activities are to be coordinated with the Human Resources Manager.

Employees are required to bring a release form from the physician with return-to-work information, including any limitations on duty, to their supervisor as soon after receiving medical treatment as reasonably possible.

9.5 OBTAINING NON-EMERGENCY MEDICAL TREATMENT FOR A JOB RELATED INJURY

This procedure establishes the guidelines for obtaining non-emergency medical treatment for a job related injury.

WHO IS RESPONSIBLE	PROCESS STEP
Employee	Reports the injury to the supervisor.
Supervisor	Reports the injury to the Human Resources Manager
Human Resources	Reports the injury to the Workers Compensation Carrier.
Employee	Reports to approved Medical Facility for medical treatment and a post-accident drug screen. Upon returning to work completes the Employee Accident Report and submits to the Supervisor. The supervisor submits this report to the Human Resources Department.
Supervisor	Completes all information and forwards to the Human Resources Department within two (2) working days after the injury. Notifies Human Resources Department of any lost time experienced by the employee as a result of the job related injury.
Human Resources	Receives all bills, notes and return to work authorizations and advises Department accordingly.

9.6 MODIFIED TEMPORARY DUTY

Employees injured as a result of a work related accident resulting in a Workers' Compensation claim will be placed in a modified temporary assignment subject to the following conditions:

- Modified temporary assignments will only be available for employees who are TEMPORARILY unable to perform all essential duties of their job due to an on-the-job injury.
- All policy guidelines for Workers' Compensation must be followed.
- The injured employee must provide documentation from the treating physician which states their specific physical restrictions. The modified, light-duty assignment will be based on the determination by the treating physician and the City's position availability.

9.6.1 Assignment to Modified Temporary Duty

Placement on any modified temporary assignment will be made first within the department where the employee worked when the injury occurred. Each Department will develop, assign and monitor their own modified temporary assignments according to operational needs. If a Department is unable to place the

injured employee in a modified temporary assignment, the Department will immediately contact the Human Resources Department. The Human Resources Department may temporarily place the employee in another department within the City.

Work hours for all modified temporary assignments will be at the discretion of, and based on, operational needs of the Department providing the assignment.

Consideration will be given to the employee's condition and requirements for access to follow up treatment.

If released by the City physician, for modified temporary duties, after the initial or any subsequent visit, the employee must immediately report to the supervisor with a completed Medical Certification form from the approved medical facility.

If no modified temporary duty is available to the employee at this time, a telephone number or other method of communication must be made available by the employee for future contact. The employee must report for a modified temporary assignment when notified by the Human Resources Department.

9.6.2 Duration/Time Limitations

Modified temporary assignments, will have a duration based on a case by case basis with the goal of the employee to return back to their position as soon as they are released by the treating physician.

An employee who is released by the physician as medically capable of performing all assigned duties of the position held when injured, will be returned to this position immediately.

An employee will be entitled, at his or her own expense, to a second medical opinion. If the medical opinions differ, then the final return to work determination will be made by the physician as designated by the City's Workers Compensation insurance carrier.

9.6.3 Impact on Compensation

Employees in a modified temporary assignment will retain the full rate of pay received at the time of injury and will be paid by the Department in which they worked when injured until the end of modified temporary duty.

Employees will have no change in classification during assignment to modified temporary position. All benefits will continue and no break in service or loss of classification will occur.

9.7 NON-JOB RELATED INJURIES

The city does not provide modified temporary duty or assignments to employees who incur conditions, injuries or illnesses which results in the employee becoming temporarily disabled which is not related to their position, employment or duties with the city.

9.8 CITY VEHICLE TRAFFIC CRASH INVESTIGATION PROCEDURES

9.8.1 Definition

Any incident involving a city vehicle that results, either directly or indirectly, in an injury to any person or damage to any property, however slight.

9.8.2 Procedure

Employees involved in a crash while driving a city vehicle, whether on or off-duty, must call their supervisor immediately to report the accident. If the accident involves bodily injury and/or another vehicle, call 911 immediately. Employees operating their personal vehicle while conducting City business are also required to immediately report any accident by notifying their supervisor and calling 911 if the accident involves bodily injury and/or another vehicle.

9.8.3 Employee Sanctions

Employees will be held accountable for damage to city vehicles and or equipment. All accidents involving damages to city vehicles and/or city equipment will be investigated by the supervisor. The Human Resources Manager and the applicable Department Head will review the employee, supervisor and witness reports to recommend the appropriate sanction listed below. All sanctions and disciplinary measures will be applied uniformly and consistently city wide. Appropriate progressive disciplinary measures will be applied for infractions identified in Categories 2 through 4 up to and including discharge. Category 1 disciplinary sanctions will result in a minimum of a suspension without pay, up to and including discharge. The following shall apply to vehicle crashes:

Category 1 – Intentional Damage: Reimburse the city for repair or replacement of the property, appropriate discipline and possible criminal charges.

Category 2 – Unintentional Damage with Extraordinary Negligence, or Employee is Unable to Explain the Damage: Reimburse the city for the repair or replacement, up to \$500 and appropriate discipline.

Category 3 – Unintentional Damage which could have been prevented with Due Care and Caution: Reimburse the city for repair or replacement up to \$100 and appropriate discipline.

Category 4 – Damage Occurred as the Result of Some Element of Negligence on the Part of the Employee: Appropriate discipline.

Category 5 – Unavoidable Damage at No Fault by the Employee: Employee will not be responsible for any costs associated with the repair or replacement and will not be subject to disciplinary action.

9.9 FAMILY/MEDICAL LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

9.10 DOMESTIC VIOLENCE LEAVE LAW

Employees who have been employed for 3 or more months, are entitled to take up to 3 days of Domestic Violence Leave in a 12 month period if the employee or a member of the employee's family or household is the victim of domestic violence.

An employee's use of Domestic Violence Leave is limited to the following activities:

- to seek an injunction against domestic violence;
- to obtain medical services from a victim of domestic violence;
- to obtain services from a victim services organization;

- to make the employee's home secure from or to escape from the perpetrator of the domestic violence; or
- to seek legal assistance or attend court proceedings related to the domestic violence.

Except in cases of imminent danger, the employee must provide his or her supervisor with advance notice of the need for Domestic Violence Leave in compliance with the city's requested leave procedures. An employee requesting Domestic Violence Leave must provide documentation of the act of domestic violence for which the leave is needed. Due to the sensitive nature of domestic violence issues, all information relating to an employee's Domestic Violence Leave will be confidential.

An employee must first exhaust all annual vacation, personal, or sick leave before he/she is entitled to leave without pay for domestic leave purposes.

9.11 SAFETY PROGRAM

The management of the City of Holly Hill is committed to providing employees with a safe and healthful workplace by developing and administering a safety program which incorporates the standards and practices adopted by the safety profession as the most effective in preventing injuries, occupational diseases, vehicular accidents, liability exposure, and damage to equipment and materials. The City's Workplace Safety Program is a separate document available to all employees which includes general safety responsibilities and safety rules and procedures.

9.12 SAFETY COMMITTEE

A Safety Committee, appointed by the City Manager or his/her designee will hold meetings and review all on-the-job injuries and accidents involving property damage in an effort to reduce injuries and accidents. The Safety Committee will review all injury reports, supervisor investigation and employee accident reports and address safety concerns regarding preventable accidents and site inspection findings with department staff and make recommendations for improvement. Assist management in updating the workplace safety program by evaluating employee injury and accident records and identifying safe work practices to mitigate hazards in the workplace. The Committee will be responsible for participating in safety training and assist department management staff in monitoring workplace safety education to the employees.

10 CODE OF CONDUCT

10.1 GENERAL STATEMENT

This code of conduct applies to all employees in City service.

Employees violating these provisions or any provision contained in these policies may be subject to disciplinary action up to and including termination.

All employees are expected to remember they are public service employees and to conduct themselves according to the following:

- Employees shall not conduct themselves in any manner, which discredits the government of the City of Holly Hill, public officials, city administration, supervisors, fellow employees, or themselves.

- Employees shall avoid conduct and speech which undermines the efficiency and/or reputation of fellow employees, City departments, elected officials, policies, programs and actions; or that interferes with the reasonable supervision or proper discipline of the City.
- Employees shall direct and coordinate their efforts to establish and maintain the highest level of efficiency, morale, and achievement.
- Employees shall conduct themselves in such a manner as to bring about the greatest harmony among the various units in the City.
- No employee shall make any false statement or certification of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies with regard to employment, promotion or transfer.

10.2 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures, which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.3 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP OF INTEREST

Employees who participate in approving, recommending or preparing any part of a purchase or procurement requires, influence the content of any specification or procurement standard or render advice, investigate, audit or act in any other advisory capacity in the procurement process may not be employed by or perform work for any person or entity seeking to provide or providing contractual services to the City.

Employees acting in their official capacities shall not, directly or indirectly, procure contractual services for the City or substantially participate in the procurement of contractual services for the City from any business entity in which a relative, as defined by Florida Statute Chapter 112, is an officer, partner, director, or owner or in which such employee or his/her spouse, child, or any combination thereof has a material interest.

Employees are responsible for disclosing to their Department Head any instance where a relative, any other person with whom the employee shares a residence or maintains a personal relationship akin to that of relative is employed in any capacity in an organization or business entity which is being considered or has been approved to provide goods or services to the City of Holly Hill and the employee will participate through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities. Department Heads are responsible for reporting such disclosures to the City Manager, Director of Finance and the Human Resources Manager.

Employees shall not use or attempt to use their positions or any City property or resource entrusted to them in an effort to obtain a special privilege, gain or benefit for themselves or others.

Any employee who wishes to perform "outside employment", or continue same if a new employee (e.g. working for an employer other than the City, engaging in private or self-employment for personal gain, or rendering service to private interests for compensation) may do so only after first obtaining written

approval from his/her immediate Department Head. A copy of the written request with appropriate approvals shall be forwarded to the Human Resources Department and placed in the employee's personnel file.

No employee shall be permitted to perform outside employment that would violate any provision of State law or would present a conflict of interest, real or perceived, when viewed in the context of the employee's City position.

Outside employment shall not interfere with the employee's effectiveness in his/her City position or impede, be inconsistent with, or adversely affect the performance of his/her City employment.

No equipment, supplies, facilities, vehicles, uniforms or other property of the City may be used by employees to pursue or engage in outside employment. This prohibition shall include any City resource service regardless of whether the employee intends to reimburse the City for costs.

Permission to engage in outside employment may be denied or withdrawn at any time by the Department Head with the concurrence of the City Manager and the Human Resources Manager upon a determination that such activity is interfering with or may likely interfere with the employee's efficiency or production, causes discredit, or is in conflict with the best interests of the City.

10.4 CONFLICT OF INTEREST REGARDING CONTRACTED COUNTY WORK AND/OR PURCHASE OF PROPERTY, MATERIALS OR SUPPLIES PROHIBITED

Employees are prohibited from seeking business with or submitting bids to the City or having a material interest in any entity that seeks business with or submits bids to the City.

The term "material interest" shall mean a direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity, but indirect ownership does not include ownership by a spouse or a minor child.

Employees and entities in which they own a material interest may bid on surplus City property. Employees that are in the decision making approval role to declare City property as surplus may not bid or purchase that property.

10.4.1 Gifts and Gratuities

Employees may accept only authorized compensation for performance of our duties and must respectfully decline any gifts or gratuities from those with whom we do business. Employees are required to report any actual or perceived conflicts of interest.

Employees shall not solicit or accept any gift, either directly or indirectly, from any person or entity doing business with, regulated by, or seeking to do business with the City, or from the agent or lobbyist of any such person or entity.

The term "gift" means any gratuity, benefit, or any other thing which is accepted by, or given to an employee or another on the employee's behalf either directly or indirectly, and includes by way of illustration and not limitation, the following:

- a) Real property
- b) Tangible or intangible personal property as defined in Florida State Statute 192.001

- c) A preferential rate or term on a debt, loan, goods or service that is neither a government rate available to all other similarly situated government employees or officials or a rate which is available to the public
- d) Forgiveness of an indebtedness,
- e) Transportation, lodging or parking,
- f) Membership dues,
- g) Entrance fees, admission fees, or tickets to events, performances or facilities,
- h) Services provided by persons pursuant to a professional license or certificate,
- i) Other personal services for which a fee is normally charged by the person providing the services.
- j) Any and all other similar goods or services having value not already providing for this this definition.

The term “gift” does not include:

- a) Salaries, benefits, services, fees commissions, or expenses associated with the employee’s employment.
- b) Contributions or expenditures reported pursuant to Florida State Statute Chapter 1066; campaign-related personal services provided without compensation by volunteers or any other contribution or expenditure by a political party.
- c) An honorarium or an expense related to an honorarium event paid to individuals and/or family members provided, however, disclosure of same shall be made in writing, to the Human Resources Manager,
- d) An award, plaque, certificate, or similar personalized item given in recognition of the employee’s public, civic, charitable, or professional service.
- e) An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization,
- f) The lawfully permitted use of a public facility or public property for an authorized and approved purpose,
- g) Candy, food products, or plants which are generally distributed during holidays as an act of courtesy or benevolence; provided, however, that such items shall be placed in an area which allows and encourages all employees and the public to partake of such items,
- h) Office supplies such as calendars, pens, pencils or address books of a nominal value, and which are distributed generally to employees,
- i) Discounts offered to all employees,
- j) Door prizes awarded “by chance” at business and related conferences and seminars.

Exceptions regarding gifts

- a) When an employee’s duties and responsibilities include attendance at business, industry or public luncheons or dinner meetings with public, industry, or business committees, organizations, or associations and these meetings are related to City business, employees may participate. When a meal is provided at the function, the employee is authorized to accept the meal.
- b) Employees authorized to attend meetings, seminars, convention, etc. sponsored by professional organizations are free to participate in the social functions that are part of the meetings or sanctioned by the host.

- c) It may be appropriate for employees to attend social functions sponsored by an industry, business, or profession for a broad spectrum of community groups. However, in deciding to attend such functions, employees should be careful to avoid any appearance of impropriety.
- d) Employees are prohibited from promoting private business or from engaging in political activity, on behalf of themselves or others while on City time.
- e) Any employee receiving a gift from any individual, partnership association, corporation, or other organization, whether public or private, doing business with or subject to regulation by the City, or the agent or lobbyist of such individual or entity, shall report the gift in writing to the Human Resources Manager within five working days of receipt of the gift. The employee will be advised on the proper handling of the received gift. Employees shall not accept any gift authorized herein based upon an understanding that his/her official acts or judgement will be influenced thereby.

10.4.2 Bribery

An attempt to bribe an employee is a flagrant attack on the integrity of the City. A bribery attempt occurs when an offer is made to give anything of value to an employee with the intention that the employee will do something or fail to do something relating to the performance of the employees duties. Whether the action or inaction would have taken place anyway is not pertinent to whether a bribery attempt has occurred.

Bribe offers are often made subtly rather than in direct fashion. Employees must be perceptive and alert to solicitations to accept gifts of money or anything else of value in return for acts or omissions involving their official functions and shall promptly report suspicious offers in order that a trained personnel can evaluate the facts and initiate investigations when required. Any employee who has reasonable grounds for believing that a bribe attempt has occurred or will occur shall:

Immediately report the matter to his/her appropriate Department Head or the City Manager and cooperate fully in any investigation.

10.5 DISCLOSURE OF INFORMATION

Information that is obtained in the course of official duties shall not be released by any employee unless the employee is charged with this responsibility as a part of his/her official duties. Employees shall not, in order to gain any personal advantage for themselves or for another, use or furnish any information to anyone which is not available to the public generally, and which was obtained as a result of City employment. This policy does not limit, hinder, or prevent the giving or using of information in performing official duties.

10.6 HEARING REFUSAL

An employee is responsible for immediately notifying his/her immediate supervisor when information has been filed by a prosecuting official against him/her for an offense or violation of law (including moving traffic violations) and/or when indicted by a Grand Jury. Employees indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense may be suspended without pay with prior approval of the City Manager. Such suspension may continue until such charge has been disposed of by a trial and conviction or acquittal of the accused, or by dismissal or quashing of the charge.

If the employee pleads nolo contendere, or guilty, to any charge or is tried and found guilty, the employee may be immediately terminated from City employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the affected employee's Department Head and

Human Resources Director will review his/her employment status regarding reinstatement, re employment, continuing employment, etc.

If the incident or charge is directly work related, or non-work related, nothing shall preclude the City from initiating disciplinary action independent of any judicial hearings or proceedings.

10.7 PROMOTION OF PRIVATE BUSINESS

Employees are prohibited from promoting or conducting personal or private business for gain or personal benefit on City time.

10.8 POLITICAL ACTIVITY RESTRICTIONS

It is the City's intent to promote more efficient public service by relieving public employees of political pressure and to protect against a clear, substantial, and direct threat to the efficiency, integrity, or morale of City employees, by regulating the political activities of its employees subject to the City policies:

- City employees shall not use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.
- City employees shall not directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his salary, or any money or anything else of value to any party, committee, organization, agency or person for political purposes. Contributions that are strictly voluntary in nature for political purposes are permitted.
- City employees shall not directly or indirectly coerce or attempt to coerce, command or advise any such officer or employee as to where he might purchase commodities or to interfere in any other way with the personal right of said officer or employee. All employees retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.
- Employees may express opinions on candidates or issues and participate in political campaigns only during off duty hours. No employee can take part in any political campaign while on duty, or within any period of time during which the employee is expected to perform services for which the employee receives compensation from the City.
- The use of employee work time or equipment, supplies or funds to assist political parties or candidates for public offices is prohibited.

10.9 POLICY STATEMENT CONCERNING DISCRIMINATION AND ALL FORMS OF HARASSMENT

All employees have the right to work in an environment free of discrimination and any form of harassment or hostility based on race, religion, color, gender, age, sexual orientation, genetic information, marital status, national origin, disability or veteran's status.

To ensure that no employee is subjected to discrimination, harassment, or hostility, the City also prohibits any offensive physical, written, or spoken conduct regarding any of these subjects, including conduct of a sexual nature. Such conduct may constitute harassment when engaged in by one employee toward another or by someone in the City in a position to influence employment decisions when:

- Submission to such conduct is made either expressly or implicitly a condition of the recipient's continued employment; or

- Submission to or rejection of such conduct by the recipient is used as the basis for repeated and unwelcome physical, written, or spoken conduct by either a Supervisor or any fellow employee that substantially interferes with an individual's work performance or creates what a reasonable person could consider to be an intimidating, hostile, abusive, or offensive working environment.
- Employees who engage in such behavior, which is both illegal and in violation of the City's policy, shall be subject to disciplinary action, up to dismissal, and may be personally liable for damages in the event of successful litigation against them.

Sexual harassment is a form of gender discrimination and is not considered acceptable conduct by the City. Examples of this type of harassment are defined as follows:

- Unwelcome physical contact;
- Sexually explicit language or gestures;
- Uninvited or unwanted sexual advances;
- Offensive overall environment, including use of vulgar language, the presence of sexually explicit photographs or other materials, the telling of sexual stories, or making sexual innuendoes; or
- Any material, picture, poster, or cartoon that could be characterized as demeaning from the perspective of sex or gender.

Department Directors, managers, and supervisors are responsible within their specific organizational areas for publicizing and enforcing this policy. They should:

- a) express strong disapproval of any form of harassment;
- b) support, disseminate information about, and enforce the City's policy and procedures concerning harassment;
- c) increase awareness of all employees about harassment through access to training targeted towards identifying all its ramifications; and
- d) take all complaints seriously.

If an employee believes that he is being subjected to any of these forms of harassment or believes he is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, the employee is encouraged to report such occurrences to a Department Director, the Human Resources Manager (who has responsibility for administration of this policy), or the City Manager (if the complaint is against a Department Director). Any complaint will be investigated promptly, under the direction of the Human Resources Manager, Department Director, City Manager, and/or legal counsel, depending upon the nature of the complaint. Upon the conclusion of the investigation, appropriate action will be taken if it is determined that violations have occurred.

A record of the complaint and the findings will become a part of a complaint investigation record, and the file will be maintained separately from employees' personnel files. Any resulting disciplinary action will become a part of the permanent personnel file of the employee receiving the disciplinary action.

At the conclusion of the investigation of a complaint, all records become public records, in accordance with applicable Florida Statutes.

10.9.1 GRIEVANCE PROCEDURES

Complaints or allegations of any form of harassment shall be examined impartially and resolved promptly in accordance with the Grievance Procedures specified in the City of Holly Hill's Personnel Rules & Regulations.

Any person who files a complaint regarding discrimination or harassment will be treated courteously, the problem handled swiftly and confidentially (to the extent practical and to the extent allowed by law), and the filing of a complaint will not be used or held against the employee, nor will it have an adverse impact on his employment status. This does not preclude disciplinary action against an employee who knowingly files a false complaint.

As in all grievances, it is the employee's responsibility to factually support the allegations.

You can raise concerns and make reports without fear of reprisal or retaliation, provided that your complaint was made in good faith and not for any malicious or improper purpose. Complaints of discrimination or harassment will be promptly investigated. To the extent possible, your confidentiality, that of any witness, and that of the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

10.10 SMOKE-FREE, TOBACCO-FREE WORKPLACE

This policy is to establish a smoke free/tobacco free workplace.

- All government buildings (defined as any building, or any portion of any building, owned by or leased to the state or any political subdivision thereof and used for governmental purposes) and City vehicle will be designated as 'Non-Smoking/Tobacco-Free'. The Tobacco-Free designation shall include E-cigarettes.
- There shall be no offices hallways, restrooms, departments, or rooms that shall be designated as smoking or tobacco use areas in any governmental buildings within the City of Holly Hill and to include any and all City vehicles.
- In order to enforce the preceding policy, disciplinary actions will be taken to violators of this policy.

Assistance for Smokers

Surveys reveal that nine out of ten smokers would like to quit smoking, and nearly 30% of them will make a serious attempt this year. Many employees whose smoking is restricted at the workplace report that they are able to quit smoking more easily. The City of Holly Hill will provide, on the request of the employee, self-help manuals on smoking cessation that are provided by the American Lung Association. Also, various pamphlets will be available to all employees through their Department Head on the harmful effects of smoking and ways to quit.

10.11 WORKPLACE VIOLENCE POLICY

The City of Holly Hill maintains a zero tolerance policy toward workplace violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. It is the intent of the City to provide a workplace, which is free from intimidation, threats, or violent acts.

10.11.1 Definitions

Workplace violence includes, but is not limited to, harassment, threats, physical attack, or property damage. A threat is the expression of an intent to cause physical or mental harm or emotional distress regardless of whether the person communicating the threat and regardless of whether the threat is contingent, conditional or future. Physical attack is intentional, unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property, which includes property owned by the City, employees or others.

10.11.2 Policy

Violence, or the threat of violence, by or against any employee of the City of Holly Hill or other person is unacceptable and violates City policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

Possession, use, or threat of use, of weapon, including any type of firearms, is not permitted at work, or on City property, including a City Vehicle, unless such possession or use of a weapon is a necessary and approved requirement of the job.

Any person who exhibits unusual behavior or makes threats, exhibits threatening behavior, or engages in violent acts on City property shall be removed from the premises as quickly as safety permits, and shall remain off the City's premises pending the outcome of an investigation.

All city personnel are responsible for notifying a supervisor of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent.

No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment based upon his or her report.

The actions of a supervisor, manager, or other employee will be dependent on the seriousness of the situation. However, consistent with personal safety, managers and supervisors have a responsibility to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creating a threat to others.

IN IMMEDIATE EMERGENCY SITUATIONS – CALL 911

As with any other emergency involving fire, violence, potential violence, or medical incidents, the first thought and action is to call 911 and report as many details as possible so that the appropriate emergency response unit can be dispatched.

Persons should report the situation to their immediate supervisor, their Department Head, or the Human Resources Manager. In emergency situations, whereby a citywide threat to employees may be determined to exist, the Human Resources Manager will contact the Police Chief to conduct an evaluation of the incident.

The Police Chief or designee will perform a threat assessment and evaluate the reported situation as well as prior incidents in its recommendation of an action plan which may include: addressing of workplace security matters, legal action through the State Attorney's Office and/or Police Department, issuance of trespass warnings by the Police Department, recommendations that an injunction or protective order be

sought, a mandatory fitness for duty evaluation, Employee Assistance Program referral, suspension, termination, job reassignment, or any other means available to insure a safe working environment for all employees.

10.12 WEAPONS AND FIREARMS

With the exception of sworn member of the City's Police Department, employees may not, at any time while on any property owned, leased or controlled by the City, including anywhere that City business is conducted, such as conferences, trade shows, restaurants, etc., possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Under Florida law employees may keep properly registered fire arms in their locked cars.

10.13 EMERGENCY ESSENTIAL PERSONNEL – MANDATORY REPORTING

The City of Holly Hill provides numerous services to its citizens that impact their safety, health and welfare. These services must continue to be provided even during emergency situations such as hurricane, flood, storm, fire or other type of disaster whether man-made or the result of nature. In the event of severe weather conditions or other emergency situation, the City Manager is authorized to declare an Emergency Situation under which Essential Personnel all employees are required to report for work.

10.13.1 Essential Personnel

All employees that are considered to be Essential Personnel are those employees who have been designated as and are vital to the operation of the City and whose presence is required regardless of the existence of an emergency and whose absence from duty could endanger the safety and well-being of the residents of the City of Holly Hill.

Essential Personnel are designated as Essential by their Department Head based upon their job duties and responsibilities in support of the operations of the City. Essential Personnel are notified annually of their designation as Essential via the Emergency Essential Employee Designation Form. (The Emergency Essential Employee Designation Form must be signed by the designated employee with a copy filed in their personnel file.)

10.13.2 Reporting

Employees who are designated as Essential Personnel are expected to report for their normal shift, or an alternative shift as conditions warrant, once notified that the City Manager has declared an Emergency Situation.

Essential Personnel may be assigned to an alternative shift with minimal notice based upon the needs of the City in order to provide necessary services to its citizens. Alternative shift assignments are made by the Department Head.

Essential Personnel who are on pre-approved leave when an Emergency Situation has been declared, and who have not traveled outside of a fifty (50) mile radius of the City of Holly Hill, shall report for work during the declared emergency. (In this instance, leave balances will be restored as appropriate.)

Essential Personnel who fail to report for duty during a declared Emergency Situation are subject to disciplinary action. However, each situation will be evaluated on a case-by-case basis taking into account the following:

- whether the employee has experienced damage to his home or car which requires immediate attention,
- the employee's eventual reporting time is reasonable in its relation to the need to attend the personal emergency encountered at home, and
- access to roadways and safe transport to his assigned work location.

Note: Employees who have been designated as Essential Personnel should assess their home and family situation annually to ensure that they have made plans to ensure the safety of family members and property prior to the occurrence of an Emergency Situation.

11 DISCIPLINARY ACTION

It is the intent of the City of Holly Hill that effective management and supervision, as well as good employee-employer relations, will be preventive mechanisms. Positive working relations will avoid situations, which result in disciplinary action.

The policies contained herein, are intended to provide Supervisors/Managers with direction and guidelines for fair, equitable, and consistent application of solution-oriented discipline.

The initiation of disciplinary action for regular full-time employees shall:

- Identify elements of an employee's work habits that are contrary to the rules, regulations, policies, and/or procedures, of the City.
- Identify and measure work performance problems.
- Provide constructive feedback to the employee.
- Encourage employees to cooperate and be productive members of the work force.
- Plan and conduct a discussion to improve an employee's performance and/or work habit, which is less than acceptable.
- Provide documentation of the supervisor's efforts and communication to the employee regarding his/her performance and work habits.

11.1 DISCIPLINARY ACTION AUTHORITY

It shall be the responsibility of the supervisor to:

- Review the performance of his/her employees and identify deficiencies.
- Identify employee work habits that are contrary to the policies, procedures, departmental operating procedures and safety policies/procedures.
- Document, initiate, and select an appropriate action plan in conjunction with the employee.
- Forward appropriate proposed disciplinary actions to Department Head. Department Head's may recommend suspensions, demotions, and terminations subject to prior review of the Human Resources Manager
- Assure that the Human Resources Manager receives completed copies of all official disciplinary actions.
- Obtain prior concurrence from the Human Resources Manager in the event that disciplinary action has a financial impact on the employee.
- Ensure the right of due process is provided for all permanent employees without restriction.

11.2 DUE PROCESS

Due process is the established course of disciplinary proceedings that safeguards the rights of the employee. Due process encompasses the progressive disciplinary process established in these policies that provides opportunity(s) for the employee to discuss the work habit or performance problem and establish a corrective action plan with the supervisor.

The City of Holly Hill requires a pre-determination hearing for all employees to respond to actions which may result in loss of monies; demotion (unless voluntary), suspension without pay, and termination, as required by law.

11.3 TYPES OF DISCIPLINARY ACTION

The following guidelines are to be used when considering and selecting the most appropriate and effective type of disciplinary action:

- Each work habit offense or failure to perform must be viewed and judged individually dependent on the circumstances. The most appropriate action should be considered for each offense with the primary focus being resolution of the offense.
- Continued work habit offenses or poor performance may justify more progressively stringent discipline. This could lead up to and include termination.
- In determining the best course of disciplinary action to achieve an immediate positive permanent change in behavior on the part of the employee, the supervisor will consider the following factors in each case:
 - Seriousness and circumstances of the particular offense.
 - Lapse of time since an employee last received disciplinary action and frequency of the problem.
 - Counseling efforts to advise an employee of the problem.
 - Impact on an employee and implications for other employees.
 - Available justification and objective documentation to support the action.
- All of the above considerations may not apply if serious in nature where termination may be appropriate.
- While discipline is typically managed in a progression, the severity of an offense, the time between successive offenses and the aggregate of all offenses are to be considered in issuance of any subsequent discipline. Aggregate discipline may be suspension, demotion, or termination of employment.

11.3.1 General Provisions

Acceptable disciplinary actions may, depending upon the circumstances, include, but are not limited to:

- Verbal Reprimand
- Written Reprimand
- Suspension
- Discharge

All disciplinary action measures shall be accomplished by discussion between the immediate supervisor, other reviewing supervisor as necessary, and the affected employee. However, in all cases, the supervisory employee initiating the disciplinary action shall be present in the disciplinary action discussion with the employee. When disciplinary action is recommended which may have a financial impact, a pre-determination hearing must be held subject to provisions outlined in this policy manual. Employees who are issued disciplinary action must sign as receipt of the disciplinary action; signature does not mean that an employee agrees with the discipline, but instead confirms receipt of same.

11.3.2 Verbal Reprimand

A verbal reprimand should be administered and documented by the immediate supervisor when the supervisor denotes early indications of less than acceptable performance or unacceptable work habits.

Verbal Reprimand Notices shall:

- Explain why performance or work habits are unacceptable.
- Describe or identify expected solutions and when and by whom such should be accomplished.
- Denote the consequences of continued undesirable work habits or performance.

A verbal reprimand should be given as soon as practicable after the most recent basis for the verbal reprimand is known by the employee's immediate supervisor.

11.3.3 Written Reprimand

A written reprimand should be administered and documented by the immediate supervisor. A written reprimand will be placed in an employee's personnel file.

A written reprimand should be given as soon as practicable after the most recent basis for the reprimand is known by the employee's supervisor.

11.3.4 Suspension

The immediate supervisor or other reviewing supervisor may recommend the suspension of an employee to the Department Head/City Manager.

Suspensions constitute disciplinary time away from the job, with or without pay.

Suspensions without pay should be considered and initiated when less severe disciplinary actions have been unsuccessful, when an employee fails to make corrective action as identified in previous disciplinary actions, or for serious situations.

Suspensions shall be for a period of no less than the balance of the employee's shift on the working day the action is taken.

In accordance with the Fair Labor Standards Act, deductions from pay are permissible for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Section Types of Offenses) by exempt employees.

An employee will be given the due process right of a pre-determination hearing prior to suspensions without pay. All such decisions must have the concurrence of the Human Resources Manager for adherence to due process prior to announcement of final decision or implementation. All suspension and employment terminations require the approval of the City Manager.

Relieving an employee of duties with pay may serve as interim disciplinary action when termination is warranted as a result of the employee's offense for the reasons that:

- Sufficient time is allowed for thorough investigation of the offense and circumstances.
- Such action provides the opportunity for the supervisor to request and/or accept written, signed statement(s) from the affected employee.
- Time is allowed for careful and supported determinations.

In event an employee is relieved of duties with pay, he/she may be required to call into work daily. The Department Head or City Manager may make this request.

11.3.5 Discharge

Discharge action requests may be initiated by the immediate supervisor or other reviewing supervisors to the Department Head when:

- The violation is a serious offense, or
- There are repeated offenses and all other disciplinary actions have been unsuccessful in effecting improved work habits or performance; or an employee has failed to take corrective action identified in other disciplinary actions.

Discharge is the most serious and the most severe disciplinary action and should be resorted to only when other efforts to bring about correction have been unsuccessful or conduct constitutes a serious offense.

An employee will be given the due process right of a pre-determination hearing prior to discharge. All such decisions must have the concurrence of the Human Resources Manager for adherence to due process prior to announcement of final decision or implementation.

11.3.6 Predetermination Hearing

Prior to any involuntary termination of employment, demotion, or suspension, the affected employee will receive written notice of proposed action, which shall include a statement of the reasons for such action and provide the affected employee with an opportunity to rebut such reasons.

The affected employee will thereafter have the right and opportunity to respond in writing to the proposed action and the reasons thereof, and to respond orally to such matters before the person having the responsibility for making the decision.

11.3.7 Types of Offenses

Work Habits

The following are improper work habits that may be subject to disciplinary action. This list is not to be considered inclusive. Depending on the circumstances of the offense, management may enter into any phase of the disciplinary process deemed appropriate.

Insubordination

- Refusal to carry out a reasonable request given by a supervisor.
- Abusive language toward a supervisor.

Physical Harm/Assault

- Inflicting bodily harm, threatening, verbally or physically, directly or indirectly, another person or employee.
- Violation of the City's Workplace Violence Policy

Unacceptable Communication and/or Disruptive Conduct

- The use of language, verbal or in writing, which is threatening, intimidating, offensive, malicious or abusive, whether directed toward a supervisor, a fellow employee or a member of the public
- Rudeness or acts of disrespect to the public, elected officials, co-workers, or supervisors.
- Speaking loudly or rudely to other employees, supervisors or others
- Throwing objects or slamming doors

Destruction/Theft of City Property or Equipment

- Taking, removing, damaging, destroying, or tampering with City property without proper authorization.
- Damaging/destroying property due to failure to use proper care, equipment, or instruction.
- Unintentional loss or damage of City equipment could result in reimbursement to the City for the repair or replacement.

Fraud

- Falsification of City records or record keeping (e.g., employment applications, attendance records, time cards, travel vouchers, workers' compensation claims, purchasing activities, etc.).

Unauthorized Use of City Property, Equipment or Personnel

- Personal use of City equipment, materials, tools, supplies, etc. without proper authorization.
- Unauthorized use of City-issued credit cards
- Failure to follow established security procedures
- Inappropriate use of City computer equipment and networks either on or off duty
- Viewing inappropriate/sexually explicit materials, movies, television programs (including cable) or internet sites
- Inappropriate internet and email conduct
- Violation of the City's Social Media Policy

Other Violations of Policy

- Smoking in restricted areas.
- Sleeping on City compensated time.
- Gambling on City compensated time or on any City work site.
- Receiving personal phone calls or mail while on City compensated time which impacts performance.
- Violation of any City or departmental policy or procedure. Attempts to induce or inducement of any City employee to commit an action in violation of any lawful or reasonable policy or regulation.

- Any intentional violation of an authorized rule, regulation policy or procedure that has been made known to the employee.
- Willful violation of releasing confidential or privileged information to unauthorized persons.

Harassment

- Unwarranted intrusion, subjection to ridicule or threats, verbal or physical of one employee to another for any reason (e.g. sexual, racial, religious, national origin, etc.).
- Making false statements, verbally or in writing, about the City, other employees, themselves,
- Violation of the City's Harassment and Hostile Environment Policy.

Drug/Alcohol Use

- Manufacture, distribution, dispensing, possession or use of drugs/alcohol in the employee's workplace, or reporting to work with drugs/alcohol in their system.

Violations of Law

- Violations or failure to comply with any city, state or federal law or regulation that is job related or which violation or failure to comply, discredits the City of Holly Hill, public officials, fellow employees or themselves.
- Failure to notify supervisor of the above or in case of incarceration.

Conduct Unbecoming a Public Employee

- Conduct, whether on or off the job, that adversely affects the employee's ability to continue to perform his current job, or which adversely affects the City's ability to carry out its mission.

Conflicts of Interest

- Beginning or maintaining an outside personal or business relationship that affords present or future financial benefits due to the position of the employee.
- Promotion of private business within a City worksite or on work time.
- Hiring or recommending the hire of a relative in the same department over which one has some degree of authority.
- Acceptance of loans, advances, gifts, gratuities, favors, and/or entertainment from any party doing or seeking to do business with the City.
- Misuse of position or abuse of the power or authority of a position for personal reasons or for the financial gain of the employee or another person.

Safety Violations

- Possession and/or use of weapons, ammunition or explosives without proper authorization on City property.
- Failure to comply with City safety practices and regulations or exposure of another person to same.
- Failure to wear specific safety equipment or personal protective equipment (PPE).
- Pranks resulting in physical harm or property damage.

- Performing unsafe or hazardous activities or behavior when operating personal vehicles and City vehicles on City grounds

Absences/Tardiness

- Failure to report to work for two (2) or more consecutive working days without proper authorization and/or failure to report absence to their supervisor..
- Habitual or excessive absence or tardiness for work for any reason, including legitimate illness.
- Failure to obtain approval prior to any absence from work except in the case of an proven emergency situation
- Reporting late at the beginning of the work schedule, returning late from lunch or rest breaks, all without prior approval.
- Leaving assigned work site without proper authorization.

Loss of Certification/Licensure

- Loss of certification, licensure, etc. required to perform duties.
- Revocation, restriction, expiration, or suspension of drivers' license as required to perform duties.

Failure to report any of the above to supervisor.

Performance

Poor performance as described below will also initiate the disciplinary process.

- Failure to perform assigned duties according to prescribed standards.

12 GRIEVANCE PROCEDURE

It is the policy of the City that all non-union employees should have the right to respond to or express dissatisfaction or disagreement with specific job related actions taken by supervisory members.

12.1 PROCEDURES

Grievances concerning discrimination based on race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran may be initiated by any full-time or part-time employee. Grievances concerning non-selection, suspension without pay or termination may be initiated by any full-time or part-time employee who has successfully completed the probationary period.

It is recommended that the grievance be reviewed, considered and resolved informally, when feasible, and in all cases at the lowest possible level.

No action is stayed pending conclusion of any appeal filed.

The Grievance "Hearing Board" shall consist of five voting members:

- one (1) permanent position, the City Manager designee (to serve as chairperson and who may vote only in case of a tie), and four (4) floating positions with staggered 24-month terms including:
- one (1) Department Director or Division Manager with a term commencing January 1 of odd years;
- two (2) supervisor or professional members, with one term commencing January 1 of even years and one term commencing January 1 of odd years and

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

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

Appeal/Grievance Process

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

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

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

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

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

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

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

13 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

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

13.1 PROHIBITIONS

Illegal Controlled Substances

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

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

Alcohol Abuse

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

13.2 DEFINITIONS: (AS DEFINED IN FLORIDA STATUTE)

13.3 LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

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

13.4 POLICY

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

Job Applicant Testing

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

Routine Fitness-for-Duty Testing

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

Follow-up Testing

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

Reasonable Suspicion Testing

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

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

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

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

Random and/or Suspicion less Testing

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

Post- Accident Testing

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

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

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

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

Other Lawful Testing

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

Initial Tests

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

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

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

Confirmation Tests

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

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

Common Medications Which Could Alter or Affect Test Results.

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

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

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

13.5 TEST RESULTS

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

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

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

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

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

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

13.6 CONFIDENTIALITY

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

13.7 COMMERCIAL DRIVER'S LICENSE DRUG/ALCOHOL TESTING

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

Alcohol Testing

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

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

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

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

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

Controlled Substance Testing

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

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

Types of Testing:

Random Testing

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

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

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

Post- accident testing

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

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

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

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

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

Reasonable Suspicion Testing

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

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

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

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

Follow-up Testing

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

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

13.8 EMPLOYEE ASSISTANCE

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

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

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

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

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

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

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

13.9 REPORTING VIOLATION OF THE POLICY

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

13.10 COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

13.11 REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.



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

9.10

**City Commission
Agenda Item**

MEETING DATE: December 11, 2018
FROM: John McKinney
SUBJECT: RFP 18-WA-01 Flamingo Drive Water Main Replacement City
Issued a Request for Proposal (RFP) to Seek a Qualified
Contractor to Replace Approximately 4,600 LF of 2 Inch
Galvanized and 6 Inch Asbestos Cement Water Main with 6
Inch and 8 Inch PVC C900 Water Main on North and South
Flamingo Drive and Lakewood Drive.
NUMBER: (ID # 2313)
APPLICANT:
PLANNER:

DISCUSSION:

The City issued a Request for Proposal (RFP) to seek a qualified contractor to replace approximately 4,600 LF of 2 inch galvanized and 6 inch asbestos cement water main with 6 inch and 8 inch PVC C900 water main on North and South Flamingo Drive and Lakewood Drive. Restoration items include sidewalks, driveways, asphalt and sod in Holly Hill Florida. The solicitation was RFP 18-WA-01 for Water Main Replacements and seven firms submitted bids.

- | | |
|---|-------------|
| 1. Cain Enterprises d/b/a Engineering Solutions International | \$632,244 |
| 2. McMahan Construction | \$688,000 |
| 3. ThadCon, LLC | \$709,255 |
| 4. DB Civil Construction | \$698,928 |
| 5. Hinterland Group, Inc | \$814,034 |
| 6. Hazen Construction | \$897,295 |
| 7. Young's Communication | \$1,039,806 |

The Evaluation Committee met on Thursday, November 15, 2018 at 10:30 a.m. in a properly noticed public meeting and reviewed the recommendation of award as presented by our Engineer of Record on this project, Mead & Hunt. It was the recommendation of our Engineer of Record, Mead & Hunt, and that of the Evaluation Committee to go with the base bid excluding (5b) Water services 1" Long (40) quantity and including Alternate bid items ALT-1 Water services-open cut installation and Alternate bid item ALT- 2 Asphaltic concrete overlay, 1 ½" overlay, SP 9.5. and to award this to the low bidder which was Cain Enterprises d/b/a Engineering Solutions International per the attached recommendation of award from Mead and Hunt.

The Evaluation Committee reviewed and found that Cain Enterprises d/b/a Engineering

Solutions International is the lowest most responsive bidder. In reviewing their response, Cain Enterprises d/b/a Engineering Solutions International did have a bid price mathematical error of \$27,000 that was to the City's favor. The evaluation committee agreed to waive this bid irregularity due to the mathematical error which is authorized per Resolution 2018-R-30 "Purchasing Policy" Policy 2.33 Error in Bid or Proposal. The contractor has acknowledged the mathematical error on line 3b and their resulting bid total is \$632,244.

FISCAL ANALYSIS:

This is budgeted in 407-8110-580-6300

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to execute a contract with Cain Enterprises d/b/a Engineering Solutions International per the terms and conditions of RFP 18-WA-01 not to exceed \$632,244.

COMMISSION GOAL:

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

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

MOTION:

Authorize the City Manager to execute a contract Cain Enterprises d/b/a Engineering Solutions International per the terms and conditions of RFP 18-WA-01 in an amount not to exceed \$632,244.

- Recommendation of Award to City - 11.13.18 (PDF)
- RFP 18-WA-01 Cain Ent. (PDF)



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

November 13, 2018

John McKinney
Finance Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: jmckinney@hollyhillfl.org
Hard Copy Sent Upon Request

**CITY OF HOLLY HILL
FLAMINGO DRIVE AND LAKEWOOD DRIVE WATER MAIN
BID NO. 18WA01
RECOMMENDATION OF AWARD**

Dear John,

The City received seven (7) bids on the above referenced project which were opened on November 8, 2018. The apparent low bidder was Cain Enterprises dba Engineering Solutions International (ESI) of Ocala, Florida with a total written bid with alternates of \$697,244.00. The second and third low bidders were McMahan Construction of DeLand, Florida and ThadCon LLC of Daytona Beach, Florida with bids of \$732,000.00 and \$742,255.00, respectively.

After review of the bids, it was determined that ESI had two arithmetic errors which brought their bid down by \$27,000.00 to \$670,244.00. The second and third low bidders had no errors.

Our firm has minor experience with only one (1) project with ESI which was a lift station valve replacement project in Holly Hill. The work experience submitted with their bid submittal was not of the character of the subject project. We spoke with Fred Lane of ESI and he provided other work experiences similar to the water main project that they performed as a subcontractor. We have checked their references provided and the feedback provided suggests ESI is capable of performing the work described in the RFP.

We are well familiar with the 2nd and 3rd low bidders. McMahan is a long-time contractor in Volusia County and have an excellent track record with constructing projects of this nature. The same goes for ThadCon. Our firm would not hesitate to recommend award to either McMahan or ThadCon.

We have attached additional information that we requested of ESI during our review of the bids which is attached. It appears that ESI has the experience to perform the work. However, the City must determine if the omissions in ESI's bid are not significant and can be waived as irregularities.

Attachment: Recommendation of Award to City - 11.13.18 (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

John McKinney
November 13, 2018
Page 2

The City must also determine what to award based on the attached bid tabulation which includes four (4) award options.

We trust this is sufficient to allow the City's evaluation committee to make a decision. If there are questions, please contact our office.

Respectfully,
Mead & Hunt, Inc.



Andrew M. Giannini, PE
Senior Project Manager

AMG:bf

Enclosures: 1) Bid Tabulation
2) ESI Experience
3) ESI Ongoing Projects
4) ESI Subcontractors
5) ESI Crew Experience
6) ESI Equipment

BID TABULATION
CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01

				Cain Enterprises d/b/a Engineering Solutions Ocala, FL		McMahan Constr. DeLand, FL		ThadCon, LLC Daytona Beach,FL		DB Civil Construction Ormond Beach,FL		Hinterland Group, Inc. Riviera Beach,FL		Hazen Construction New Smyrna Beach, FL		Young's Communication Melbourne, FL	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A.	POTABLE WATER																
1	Water Main (w/all joints restrained)																
	a) 1" Poly Water Line (200 LF Shown)	200	LF	\$ 15.00	\$ 3,000.00	\$ 15.00	\$ 3,000.00	\$ 17.00	\$ 3,400.00	\$ 18.00	\$ 3,600.00	\$ 18.00	\$ 3,600.00	\$ 16.00	\$ 3,200.00	\$ 16.00	\$ 3,200.00
	b) 2" Poly Water Line (350 LF Shown)	350	LF	\$ 20.00	\$ 7,000.00	\$ 20.00	\$ 7,000.00	\$ 20.00	\$ 7,000.00	\$ 21.00	\$ 7,350.00	\$ 24.00	\$ 8,400.00	\$ 20.00	\$ 7,000.00	\$ 21.50	\$ 7,525.00
	c) 6" PVC C900 (3985 LF Shown)	4000	LF	\$ 28.00	\$ 112,000.00	\$ 40.00	\$ 160,000.00	\$ 35.00	\$ 140,000.00	\$ 29.00	\$ 116,000.00	\$ 20.00	\$ 80,000.00	\$ 27.00	\$ 108,000.00	\$ 31.50	\$ 126,000.00
	d) 8" PVC C900 (62 LF Shown)	62	LF	\$ 34.00	\$ 2,108.00	\$ 100.00	\$ 6,200.00	\$ 100.00	\$ 6,200.00	\$ 235.00	\$ 14,570.00	\$ 32.00	\$ 1,984.00	\$ 70.00	\$ 4,340.00	\$ 44.00	\$ 2,728.00
2	Tapping Sleeve/Saddle										\$ -						
	a) 6" x 1"	1	EA	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00	\$ 3,400.00	\$ 3,400.00	\$ 1,100.00	\$ 1,100.00	\$ 745.00	\$ 745.00
	b) 4" x 2"	1	EA	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 735.00	\$ 735.00	\$ 4,500.00	\$ 4,500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,135.00	\$ 1,135.00
3	Gate Valve & Box w/collar										\$ -						
	a) 2"	3	EA	\$ 700.00	\$ 2,100.00	\$ 750.00	\$ 2,250.00	\$ 825.00	\$ 2,475.00	\$ 680.00	\$ 2,040.00	\$ 800.00	\$ 2,400.00	\$ 850.00	\$ 2,550.00	\$ 590.00	\$ 1,770.00
	b) 6"	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,650.00	\$ 8,250.00	\$ 1,100.00	\$ 5,500.00	\$ 900.00	\$ 4,500.00	\$ 1,700.00	\$ 8,500.00	\$ 1,070.00	\$ 5,350.00
	c) 8"	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,600.00	\$ 3,200.00	\$ 1,500.00	\$ 3,000.00	\$ 2,450.00	\$ 4,900.00	\$ 1,445.00	\$ 2,890.00
4a	Insertion Valve										\$ -						
	a) 8" (1 shown)	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 12,500.00	\$ 25,000.00	\$ 10,500.00	\$ 21,000.00	\$ 13,500.00	\$ 27,000.00	\$ 13,000.00	\$ 26,000.00	\$ 12,175.00	\$ 24,350.00
	b) 6" (0 shown)	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 8,000.00	\$ 16,000.00	\$ 3,950.00	\$ 7,900.00	\$ 8,600.00	\$ 17,200.00	\$ 10,000.00	\$ 20,000.00	\$ 11,000.00	\$ 22,000.00	\$ 10,320.00	\$ 20,640.00
4b	Line Stop										\$ -						
	a) 8" (0 shown)	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 3,800.00	\$ 7,600.00	\$ 5,060.00	\$ 10,120.00	\$ 4,400.00	\$ 8,800.00	\$ 4,500.00	\$ 9,000.00	\$ 10,500.00	\$ 21,000.00	\$ 9,565.00	\$ 19,130.00
	b) 6" (0 shown)	2	EA	\$ 4,600.00	\$ 9,200.00	\$ 2,800.00	\$ 5,600.00	\$ 3,410.00	\$ 6,820.00	\$ 3,700.00	\$ 7,400.00	\$ 4,200.00	\$ 8,400.00	\$ 9,800.00	\$ 19,600.00	\$ 8,780.00	\$ 17,560.00
	c) 4" (0 shown)	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,135.00	\$ 6,270.00	\$ 3,000.00	\$ 6,000.00	\$ 3,400.00	\$ 6,800.00	\$ 9,300.00	\$ 18,600.00	\$ 8,000.00	\$ 16,000.00
	d) 2" (0 shown)	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,860.00	\$ 5,720.00	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 8,500.00	\$ 17,000.00	\$ 6,755.00	\$ 13,510.00
5	Water Services										\$ -						
	a) 1" Short (35 Shown)	40	EA	\$ 700.00	\$ 28,000.00	\$ 750.00	\$ 30,000.00	\$ 525.00	\$ 21,000.00	\$ 760.00	\$ 30,400.00	\$ 1,200.00	\$ 48,000.00	\$ 525.00	\$ 21,000.00	\$ 388.00	\$ 15,520.00
	b) 1" Long (34 Shown)	40	EA	\$ 950.00	\$ 38,000.00	\$ 1,100.00	\$ 44,000.00	\$ 825.00	\$ 33,000.00	\$ 1,650.00	\$ 66,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,100.00	\$ 44,000.00	\$ 885.00	\$ 35,400.00
6	Cap, Grout fill and Abandon Water Main	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 14,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,500.00	\$ 5,500.00	\$ 24,220.00	\$ 24,220.00
7	Fire Hydrant Assembly	6	EA	\$ 3,900.00	\$ 23,400.00	\$ 4,500.00	\$ 27,000.00	\$ 3,500.00	\$ 21,000.00	\$ 4,500.00	\$ 27,000.00	\$ 3,800.00	\$ 22,800.00	\$ 5,900.00	\$ 35,400.00	\$ 3,875.00	\$ 23,250.00
8	DIP Fittings Add or Delete	2	TN	\$ 9,000.00	\$ 18,000.00	\$ 8,500.00	\$ 17,000.00	\$ 4,500.00	\$ 9,000.00	\$ 11,321.73	\$ 22,643.46	\$ 10,000.00	\$ 20,000.00	\$ 7,075.00	\$ 14,150.00	\$ 7,395.00	\$ 14,790.00
9	Concrete Encasement	5	CY	\$ 175.00	\$ 875.00	\$ 200.00	\$ 1,000.00	\$ 750.00	\$ 3,750.00	\$ 450.00	\$ 2,250.00	\$ 300.00	\$ 1,500.00	\$ 175.00	\$ 875.00	\$ 1,800.00	\$ 9,000.00
	Subtotal Part A Potable Water				\$ 321,383.00		\$ 370,150.00		\$ 338,605.00		\$ 381,388.46		\$ 359,284.00		\$ 385,765.00		\$ 384,713.00

BID TABULATION
CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01

				Cain Enterprises d/b/a Engineering Solutions Ocala, FL		McMahan Constr. DeLand, FL		ThadCon, LLC Daytona Beach,FL		DB Civil Construction Ormond Beach,FL		Hinterland Group, Inc. Riviera Beach,FL		Hazen Construction New Smyrna Beach, FL		Young's Communication Melbourne, FL	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
B.	RESTORATION																
1	Open Cut and Repair Asphalt	300	SY	\$ 70.00	\$ 21,000.00	\$ 60.00	\$ 18,000.00	\$ 85.00	\$ 25,500.00	\$ 120.00	\$ 36,000.00	\$ 125.00	\$ 37,500.00	\$ 170.00	\$ 51,000.00	\$ 70.00	\$ 21,000.00
2	Concrete Pavement, Remove and Replace																
	a) 4" Thick Sidewalk (0 shown)	200	SY	\$ 50.00	\$ 10,000.00	\$ 25.00	\$ 5,000.00	\$ 35.00	\$ 7,000.00	\$ 45.00	\$ 9,000.00	\$ 54.00	\$ 10,800.00	\$ 75.00	\$ 15,000.00	\$ 84.00	\$ 16,800.00
	b) 6" Thick Driveway/Pavement	1500	SY	\$ 65.00	\$ 97,500.00	\$ 45.00	\$ 67,500.00	\$ 37.00	\$ 55,500.00	\$ 90.00	\$ 135,000.00	\$ 65.00	\$ 97,500.00	\$ 89.00	\$ 133,500.00	\$ 102.00	\$ 153,000.00
3	Concrete Curb (0 LF shown)	100	LF	\$ 30.00	\$ 3,000.00	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00	\$ 28.00	\$ 2,800.00	\$ 65.00	\$ 6,500.00	\$ 60.00	\$ 6,000.00	\$ 72.00	\$ 7,200.00
4	Sod																
	a) St. Augustine	2000	SY	\$ 2.50	\$ 5,000.00	\$ 6.00	\$ 12,000.00	\$ 6.50	\$ 13,000.00	\$ 6.25	\$ 12,500.00	\$ 4.00	\$ 8,000.00	\$ 8.00	\$ 16,000.00	\$ 9.50	\$ 19,000.00
	b) Bahia	8000	SY	\$ 3.25	\$ 26,000.00	\$ 5.00	\$ 40,000.00	\$ 4.50	\$ 36,000.00	\$ 4.00	\$ 32,000.00	\$ 2.00	\$ 16,000.00	\$ 7.00	\$ 56,000.00	\$ 8.50	\$ 68,000.00
	Subtotal Part B Restoration				\$ 162,500.00		\$ 144,000.00		\$ 139,000.00		\$ 227,300.00		\$ 176,300.00		\$ 277,500.00		\$ 285,000.00
C.	GENERAL																
1	Preconstruction Video	1	LS	\$ 1,000.00	1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 27,000.00	\$ 27,000.00	\$ 420.00	\$ 420.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 26,565.00	\$ 26,565.00
	Field Locate and Expose Existing																
2	Utilities/ProvideResolution Sketches	1	LS	\$ 2,000.00	2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,800.00	\$ 4,800.00
3	Traffic Control	1	LS	\$ 1,500.00	1,500.00	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 12,500.00	\$ 12,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,475.00	\$ 7,475.00
4	Compliance with Florida "Trench Safety Act"	1	LS	\$ 1.00	1.00	\$ 4,000.00	\$ 4,000.00	\$ 1,250.00	\$ 1,250.00	\$ 650.00	\$ 650.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,650.00	\$ 2,650.00
5	Unsuitable Material Excavation	1	CY	\$ 20.00	20.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00	\$ 10.00	\$ 10.00	\$ 1,243.00	\$ 1,243.00
6	Crushed Rock or Shell Trench Subgrade Material	1	CY	\$ 25.00	25.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00	\$ 150.00	\$ 150.00	\$ 2,500.00	\$ 2,500.00	\$ 20.00	\$ 20.00	\$ 1,015.00	\$ 1,015.00
7	Rock Excavation	1	CY	\$ 25.00	25.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 2,500.00	\$ 2,500.00	\$ 50.00	\$ 50.00	\$ 3,845.00	\$ 3,845.00
8	"Record" Drawing Preparation	1	LS	\$ 8,000.00	8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00	\$ 12,500.00	\$ 9,100.00	\$ 9,100.00
	Subtotal Part C General				\$12,571.00		\$ 33,800.00		\$ 62,000.00		\$ 24,770.00		\$ 20,000.00		\$ 29,080.00		\$ 56,693.00
	TOTAL BASE BID AMOUNT				\$496,454.00		\$ 547,950.00		\$ 539,605.00		\$ 633,458.46		\$ 555,584.00		\$ 692,345.00		\$ 726,406.00
ALT-1	Water service - Open Cut Installation	40	EA	\$ 2,000.00	\$ 80,000.00	\$ 1,800.00	\$ 72,000.00	\$ 1,850.00	\$ 74,000.00	\$ 1,025.00	\$ 41,000.00	\$ 3,500.00	\$ 140,000.00	\$ 2,800.00	\$ 112,000.00	\$ 835.00	\$ 33,400.00
ALT-2	Asphaltic Concrete Overlay, 1 1/2" Overlay, SP 9.5	830	TN	\$ 113.00	\$ 93,790.00	\$ 135.00	\$ 112,050.00	\$ 155.00	\$ 128,650.00	\$ 109.00	\$ 90,470.00	\$ 215.00	\$ 178,450.00	\$ 165.00	\$ 136,950.00	\$ 380.00	\$ 315,400.00
	Total Bid Alternates				\$173,790.00		\$ 184,050.00		\$ 202,650.00		\$ 131,470.00		\$ 318,450.00		\$ 248,950.00		\$ 348,800.00
	TOTAL BID WITH ALTERNATES				\$670,244.00		\$ 732,000.00		\$ 742,255.00		\$ 764,928.46		\$ 874,034.00		\$ 941,295.00		\$ 1,075,206.00

AWARD OPTIONS																	
I	Base Bid				\$496,454.00		\$547,950.00		\$539,605.00		\$633,458.46		\$555,584.00		\$692,345.00		\$726,406.00
II	Base Bid Less Item Item 5b plus Item ALT-1				\$538,454.00		\$575,950.00		\$580,605.00		\$608,458.46		\$635,584.00		\$760,345.00		\$724,406.00
III	Base Bid plus Item ALT-2				\$590,244.00		\$619,950.00		\$668,255.00		\$723,928.46		\$734,034.00		\$829,295.00		\$1,041,806.00
IV	Base Bid Less Item 5b plus Item ALT-1 and ALT-2				\$632,244.00		\$688,000.00		\$709,255.00		\$698,928.46		\$814,034.00		\$897,295.00		\$1,039,806.00

Attachment: Recommendation of Award to City - 11.13.18 (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement -

CAIN ENTERPRISES LLC dba
ENGINEERING SOLUTIONS INTERNATIONAL
CONSTRUCTION PERSONNEL

Fred Lane – 30+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Lee Cain – 20+ years of experience in underground construction. Lift Stations, Water main, force main, and sewer main experience. Pressure and gravity line experience. Pipe laying, excavating, concrete experience, all aspects of construction and underground piping

Ray McCloskey - Construction and Maintenance of water and wastewater treatment facilities including all aspects: electrical, mechanical, plumbing and structural components. Experience in underground pipe laying, machine operator, excavating, pressure and gravity lines, and concrete work.

Shaune McCollum – Construction experience including but not limited to: ditch digging, pipe laying, concrete work, underground water, sewer and force mains, water and waste water plant repair and maintenance.

Charles Pete – Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

Stephen Trexler - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

John Schulte - Construction experience including but not limited to: Machine operator, ditch digging, pipe laying, concrete work, underground water, sewer and force mains, pressure and gravity and manhole setting

PJ Moon - Construction experience including but not limited to: ditch digging, pipe laying, underground water, sewer and force mains.

- Construction crew experienced in running all ESI equipment.

EQUIPMENT OF CAIN ENTERPRISES LLC dba
ENGINEERING SOLUTIONS INTERNATIONAL

Six (6) Fleet Trucks

Two (2) Crane Trucks

Two (2) Mini Excavators

Five (5) Mud Hawg

Four Inch (4") Double Diaphragm Pump

Vac Trailer

Plate Tampers

Jack hammers

Two (2) Cut saws

Four (4) Generators

Light Towers

Five (5) Welders

Pressure Washer

Three (3) Trash Pumps

Covered and Uncovered Trailers

Two (2) survey transits

Two (2) Air compressors

Winch

* Open availability for any additional equipment that may be needed through several different companies at our disposal

CAIN ENTERPRISES LLC dba
ENGINEERING SOLUTIONS INTERNATIONAL
EXPERIENCE

- Crestwood – Replacement of 24,000 linear feet of water main in existing subdivision including 6", 8", 10" and 12" piping
- Grand Oaks - Placement of 1500 linear feet of 2" water main, 1500 linear feet of 6" gravity sewer main, and 300 linear feet of force main.
- Dixie Groves - Replacement of 14,900 linear feet of 4" PVC water main in existing subdivision.

SUBCONTRACTED FROM OXFORD PIPELINE

CRAIG BARRETTE (OWNER)

FOR REFERENCE PLEASE CALL AND EMAIL

(352) 504-8750

cbarrette@oxfordpipeline.com

CAIN ENTERPRISES LLC dba
ENGINEERING SOLUTIONS INTERNATIONAL
ONGOING PROJECTS

Grand Oaks – Two (2) weeks until completion – Crew consisting of Ray McCloskey, John Schulte, Charles Pete and PJ Moon

Hidden Forest – One (1) week until completion – Crew consisting of Stephen Trexler and Shaune McCollum

- All other jobs have now been completed

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
P & S Paving	P & S Paving 3701 Olson Dr Daytona Beach, FL 32124 (386) 258-7911	1) Daytona International (386) 681-6672 Bill Brannis 2) Volusia County (386) 626-6627 Jennifer Dietz 3) Full Time Construction (386) 597-7177 Rickie Mote
MAC Tapping, Inc.	MAC Tapping, Inc PO Box 568912 Orlando, FL 32856 (407) 468-0557	1) Blue Ox Enterprises Owner Steve (407) 339-4800 John M Hall Co. 2) (407) 215-0410 Dewitt Excavation 3) (407) 656-1799
		1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

Attachment: Recommendation of Award to City - 11.13.18 (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

**SECTION 00 30 00
PROPOSAL**

FOR

**CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID NO. 18WA01
(To be completed in Duplicate)**

Cain Enterprises LLC
Bidder's Name: Engineering Solutions International

Submitted: November 8, 2018

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Six hundred ninety seven thousand two hundred and forty four dollars

(In Words)

Dollars \$ 697,244.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **120 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the

Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
 Statement of Bidder's Qualifications: 00 32 00
 Listing of Subcontractors: Section 00 33 00
 Listing of Previous Experience: Section 00 33 10
 Bid Bond: Section 00 41 00
 Public Entity Crimes Statement: Section 00 47 00
 Anti-Collusion Statement: Section 00 48 00
 Drug Free/Tie Preference Statement: Section 00 48 50
 Trench Safety Affidavit: Section 00 49 00
 Certificate as to Corporate Principal: Section 00 62 00
 City of Holly Hill Insurance Requirements: Section 00 80 00A
 W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier

Category II - Major Equipment Items:

Insertion Valve	TEAM Industries
	Insert Valve

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Name (signature)

11/7/2018

Date

Fred Lane

Name (typed and printed)

General Manager

Title

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	POTABLE WATER				
1	Water Main (w/all joints restrained)				
	a) 1" Poly Water Line (200 LF Shown)	200	LF	15.00	\$ 3000.00
	b) 2" Poly Water Line (350 LF Shown)	350	LF	20.00	\$ 7000.00
	c) 6" PVC C900 (3985 LF Shown)	4000	LF	28.00	\$112000.00
	d) 8" PVC C900 (62 LF Shown)	62	LF	34.00	\$ 2108.00
2	Tapping Sleeve/Saddle				
	a) 6" x 1"	1	EA	300.00	\$ 300.00
	b) 4" x 2"	1	EA	400.00	\$ 400.00
3	Gate Valve & Box w/collar				
	a) 2"	3	EA	700.00	\$ 2108.00
	b) 6"	5	EA	1000.00	\$ 5000.00
	c) 8"	2	EA	1500.00	\$ 30000.00
4a	Insertion Valve				
	a) 8" (1 shown)	2	EA	10000.00	\$ 20000.00
	b) 6" (0 shown)	2	EA	8500.00	\$ 17000.00
4b	Line Stop				
	a) 8" (0 shown)	2	EA	5500.00	\$ 11000.00
	b) 6" (0 shown)	2	EA	4600.00	\$ 9200.00
	c) 4" (0 shown)	2	EA	4500.00	\$ 9000.00
	d) 2" (0 shown)	2	EA	3000.00	\$ 6000.00
5	Water Services				
	a) 1" Short (35 Shown)	40	EA	700.00	\$ 28000.00
	b) 1" Long (34 Shown)	40	EA	950.00	\$ 38000.00
6	Cap, Grout fill and Abandon Water Main	1	LS	6000.00	\$ 6000.00
7	Fire Hydrant Assembly	6	EA	3900.00	\$ 23400.00
8	DIP Fittings Add or Delete	2	TN	9000.00	\$ 18000.00
9	Concrete Encasement	5	CY	175.00	\$ 875.00
	Subtotal Part A Potable Water				\$ 348383.00
B.	RESTORATION				
1	Open Cut and Repair Asphalt	300	SY	70.00	\$ 21000.00
2	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk (0 shown)	200	SY	50.00	\$ 10000.00
	b) 6" Thick Driveway/Pavement	1500	SY	65.00	\$ 97500.00
3	Concrete Curb (0 LF shown)	100	LF	30.00	\$ 3000.00
4	Sod				
	a) St. Augustine	2000	SY	2.50	\$ 5000.00
	b) Bahia	8000	SY	3.25	\$ 26000.00
	Subtotal Part B Restoration				\$ 162500.00

00 31 00-1

Revised per Addendum 1

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01**

C.	GENERAL				
1	Preconstruction Video	1	LS	1000.00	\$ 1000.00
2	Field Locate and Expose Existing Utilities/Provide Resolution Sketches	1	LS	2000.00	\$ 2000.00
3	Traffic Control	1	LS	1500.00	\$ 1500.00
4	Compliance with Florida "Trench Safety Act"	1	LS	1.00	\$ 1.00
5	Unsuitable Material Excavation	1	CY	20.00	\$ 20.00
6	Crushed Rock or Shell Trench Subgrade Material	1	CY	25.00	\$ 25.00
7	Rock Excavation	1	CY	25.00	\$ 25.00
8	"Record" Drawing Preparation	1	LS	8000.00	\$ 8000.00
				Subtotal Part C General	\$ 12571.00
				TOTAL BASE BID AMOUNT (Sum of Parts A,B,& C)	\$ 523,454.00

	ALTERNATE BID ITEMS				
ALT-1	Water service - Open Cut Installation	40	EA	2000.00	\$ 80000.00
ALT-2	Asphaltic Concrete Overlay, 1 1/2" Overlay, SP 9.5	830	TN	113.00	\$ 93790.00
				TOTAL BID ALTERNATES	\$ 173790.00

TOTAL BID W/ALTERNATES \$ 697,244.00

Submitted by: Cain Enterprises LLC dba Engineering Solutions International

Contractor: Fred Lane

Address: 32 NE 16th St., Ocala, FL 34470

Telephone: (352) 390-6555

Fax: _____

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: Fred Lane

License No: CBC045628 and CUC048362

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. Cain Enterprises LLC dba Engeering Solutions International
- B. Permanent main office address. 32 NE 16th St., Ocala, FL 34470
- C. When organized. 02/03/2006
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 12 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. Water, WasteWater, Engineering Construction and Operations
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment Crane Truck, Trailers, Mounted Pumps, Excavator, Mud Hog
- L. Experience in construction work similar in type to this project. Since 1973
- M. Background and experience of the principal members of your organization, including the officers. See attached
- N. Credit available: \$ 1,000,000.00 (One million dollars)
Fatima Bowen - BB&T (727) 791-0520, April Adams - Chase (352) 644-2374,
- O. Give bank reference: Mike Ciocca - Insight Credit Union (407) 426-6000 ext 18205
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at ESI office this 7th day of November, 20 18.

Cain Enterprises LLC dba
Engineering Solutions International

Name of Bidder

By: [Signature] Fred Lane - General Manager
Title

State of Florida

County of Marion

Fred Lane being duly sworn deposes and says that
he is the General Manager of Cain Enterprises LLC dba
Engineering Solutions International and that
the answers to the City of Holly Hill foregoing questions
Name of Organization

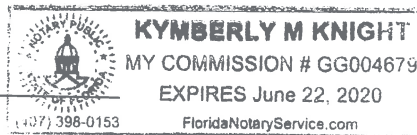
and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of November, 20 18.

[Signature]
Notary Public

Kymerly Knight
Notary Public (Print or Type)

My commission expires: _____



A – 6 Contracts on Hand

1. Oxford Pipeline - Lift Station \$22,850.00 project
2. Volusia County School System - Pierson \$25,070.00 project
3. Seminole County - Hydropneumatic Tank Installation \$14,985.00 project
4. Lady Lake - Water Treatment Plant new well and expanding the plant \$18,000.00 project
5. Oxford Pipeline -Weir Gate replacement at Waste Water Treatment Plant \$7,800.00 project
6. Oxford Pipeline Sunrise Arc - Water, Sewer and Lift Station installation gravity and Force Main, road boring \$24,075.00 project
7. Phoenix House - Rehab Waste Water Treatment Plant both mechanical and electrical \$53,140.00 project.
8. 4400 19A - Mt. Dora FL Waste Water gravity force main Lift Station installation \$22,100.00 project

A- 10 Completed Recent Projects

1. Flying J St Augustine – Replace manhole and complete system due to manhole collapse \$ 35,480.00 completed 11/2017
2. Oxford Pipeline – Maine Ave., Lakeland replace underground piping, trenching, and above ground restructure \$24,350.00 completed 11/2017
3. Pilot – Lift Station Rehab piping and valves \$ 22,660.00 completed 10/2017
4. Falls of Ocala – Furnish and install new Hydropneumatic Tank, piping and fittings \$26,545.00 completed 7/2017
5. Hillcrest Village – Replace Water plant system, abandon well at Waste Water Treatment Plant, Construct new Lift Station and tie in to Orange County system \$250,400.00 completed 10/2016
6. City of Holly Hill - WW Valve Replacement \$ 81,704.30 completed September 2018

A-13 Background and Experience

Fred Lane – Licensed since 1973 –

1. Class B CBC
2. Class A Drinking Water Operator
3. Class A Wastewater operator
4. Certified Underground & Excavator Contractor

SECTION 00 33 00

LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
* Not using subcontractors		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

00 33 00 - 1

SECTION 00 33 10

LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Flying J #626 St. Augustine, FL	Pilot Travel Center	Replace manhole and replace check and plug valves	John Czahoroski Dynamis Inc. 865-660-2338	11/2/2017 - 12/8/2017
2	Streamsong Clubhouse Lift Station	Streamsong Mosaic	Replace all piping and valves also rail bases	Ron Thompson 813-347-8510	5/17/2017 - 5/18/2017
3	McInnis Elem	Volusia County School System	Replace plug and check valves	Alex Ulin 386-527-6105	3/15/2017 - 3/17/2017

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Cain Enterprises, LLC dba Engineering Solutions International as Principal and FCCI Insurance Company of the City of Sarasota State of Florida, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of FIVE percent of the amount bid Dollars (\$ 5%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 8th day of November, 2018 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Witness

ATTEST:



Address
Cain Enterprises, LLC dba
Engineering Solutions International
Corporate Principal

Fred Lane- General Manager
President AFFIX
CORPORATE SEAL

32 NE 16th St

Ocala, FL 34470

Address

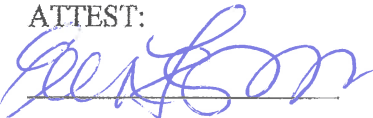
By _____

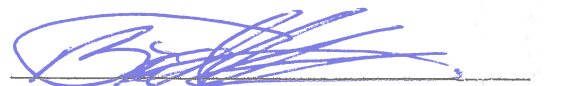
AFFIX
CORPORATE SEAL

FCCI Insurance Company

Corporate Surety

ATTEST:




Benjamin H. French, Attorney-in-Fact & FL Resident Agent

END OF SECTION

00 41 00 - 2

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

L Dale Waldorff; Pamela L Jarman; Clyde D Hare; Benjamin H French;

Paul A Locascio; Rebekah G Wolf; K Wayne Walker

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000). \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 8th day of November, 2018

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. 18WA01 for City of Holly Hill.

This sworn statement is submitted by Cain Enterprises LLC dba Engineering Solutions International whose business address is 32 NE 16th St., Ocala, FL 34470 and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2558251. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Frederick Lane any my relationship to the entity named above is Owner/ General Manager.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

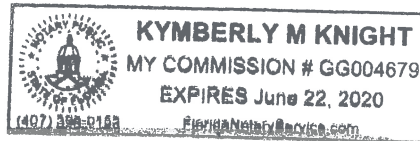
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(Signature) _____ Date: November 7, 2018

State of Florida County of Marion

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Frederick Lane
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
7th day of November, 2018



KyMBERLY M KNIGHT
 Notary Public

My Commission Expires:

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Cain Enterprises LLC dba Engineering Solutions International

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: Fred Lane - General Manager

ADDRESS: 32 NE 165th St.

CITY AND STATE: Ocala, FL 34470

TELEPHONE: (352) 390-6555

COMPLETION TIME: 120 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

00 48 00-1

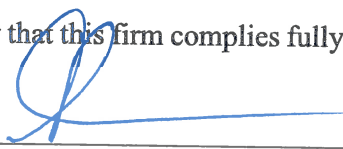
**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



VENDOR'S SIGNATURE

END OF SECTION

00 48 50 - 1

**SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
Sloping	\$1.00
One dollar	
(Cost in Words)	

TOTAL \$ 1.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Cain Enterprises LLC dba
Engineering Solutions International

COMPANY NAME: _____

DATE: November 7, 2018 BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frederick Lane, certify that I am the Managing Partner of the corporation named as Principal in the within Bid Bond; that Frederick Lane who signed the said Bid Bond on behalf of the Principal was then Managing Partner of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



Fred Lane - General Manager
 Signature

Cain Enterprises LLC dba
 Engineering Solutions International
 AFFIX CORPORATE SEAL

END OF SECTION

SECTION 00 80 00-A

**CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE**

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL.

- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim

- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
- C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII. The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII. A Waiver of Subrogation shall be provided to the City.
- IX. The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	Minimum Limits Required	
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
—	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
—	_____	\$ <u>1,000,000</u>	Each Occurrence
—	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>		
		Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
—	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	* Occurrence (Y/N): _____		
	* Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
—	<u>Other</u>		
	_____	\$	
	_____	\$	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Waiver of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.



ENGINE1

9.10.b

OP ID: CW

DATE (MM/DD/YYYY)

10/31/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Bird Insurance Agency LLC 516 Se 17th Street Ocala, FL 34471 Stephen Bird #A022203	352-622-3899	CONTACT NAME: Cindy Williams PHONE (A/C, No, Ext): 352-622-3899 FAX (A/C, No): 352-622-5854 E-MAIL ADDRESS: cwilliams@birdinsagency.com
INSURED Caln Enterprises, LLC dba Engineering Solutions Int'l. 32 NE 16th Street Ocala, FL 34470-4109		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Auto Owners Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 39993 18988

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	PACEP304634	03/06/2018	03/06/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	4872525401	01/12/2018	01/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			PACEP304634	03/06/2018	03/06/2019	Occurrence 1,000,000 Aggregate 1,000,000

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

Project: Flamingo Drive and Lakewood Drive Watermain Improvements

Bid #18WA01

* See Attached *

CERTIFICATE HOLDER

CANCELLATION

HOLLYHI City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephen Bird #A022203
---	--

ACORD 25 (2016/03)

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Packet Pg. 418

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

NOTEPAD:

HOLDER CODE HOLLYHI
INSURED'S NAME Cain Enterprises, LLC dba

ENGINE1
OP ID: CW

PAGE 2
Date 10/31/2018

City of Holly Hill, elected officials and employees, and the adjacent property owners, are Additional Insureds with respect to General Liability and Automobile Liability, per written contract. Waiver of Subrogation applies in favor of City of Holly Hill, elected officials and employees, and the adjacent property owners with regards to General Liability and Automobile Liability. City of Holly Hill will be provided 30 days written notice of cancellation or non-renewal, except for 10 days notice for non-payment.

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)



T3-W6I

9.10.b

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2018

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

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

PRODUCER Commercial Lines - USI Insurance Services National, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Risk Management Department
	PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 889-0021
INSURED TriNet HR III, Inc. RE: Cain Enterprises, LLC 9000 Town Center Parkway Bradenton, FL 34202	E-MAIL ADDRESS: Work.Comp@Trinet.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Indemnity Insurance Company of North America NAIC # 43575
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 13636170

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			WLR_C65440738	07/22/2018	07/01/2019	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Workers' Compensation coverage is limited to worksite employees of Cain Enterprises, LLC a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cain Enterprise LLC	
2 Business name/disregarded entity name, if different from above Engineering Solutions International	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 32 NE 16th St.	
6 City, state, and ZIP code Ocala, FL 34470	
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	6		-	2	5	5	8	2
								5
								1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>5/22/2018</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
FLAMINGO DR AND LAKEWOOD DR WATER MAIN IMPROVEMENTS
BID NO. 18WA01**

October 24,2018

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated October 2018 and prepared by Mead & Hunt as fully and completely as if the same were fully set forth therein.

Item #

1. **Specification Section 00 31 00 – Schedule of Unit Prices-is revised with the following changes:**
 - a. Bid Alternate 1 item is added to allow payment for long services installed by open cut method. The cost of open cut & repair is included in this item.
 - b. Bid Alternate 2 items includes the asphaltic concrete overlay of the entire project. This item is moved out of the base bid to allow the City the option to easily remove from the project if the budget is exceeded.
2. **Specification Section 01 22 00 - Unit Prices is revised with the following changes:**
 - a. Bid Item 4A – Insertion Valves – includes 316 SS hardware.
 - b. Bid Item B1 – Open Cut & Repair Asphalt is revised.
 - c. Bid Item B3 – Asphaltic Concrete Overlay – moved to alternate bid item – Alt 2.
 - d. Added Bid Item Alt 1 for open cut of long water services.
3. Attached is the Volusia County Health Department Permit for the project.
4. The Asphalt Road Open Cut and Repair detail is revised and included in this addendum. The City will be overlaying the entire project area. All open cut repairs to have $\frac{3}{4}$ " of asphalt.
5. The last day for questions is revised to October 30, 2018 at 5:00 P.M. All questions should be submitted to John McKinney at jmckinney@hollyhill.org.
6. The bid date and time remains unchanged.
7. **The following area questions and responses from the pre-bid meeting. The sign-in sheet is attached:**

Q1: There is a requirement for a critical path method (CPM) schedule in Section 01 32 16. Is this a firm requirement?

1000710-172488.01

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

A1. The City will allow a relaxing of this requirement. A Bar Chart with the Critical Path shown is the minimum requirement.

Q2. Is a Post Construction Video Tape required per Section 01 32 36?

A2. No Post Construction Videos area required.

Q3. What is the warranty period?

A3. 1 Year from City acceptance.

Q4. What are the working hours?

A4. The City will allow work to start at 7 AM as long as within noise level per City Code. Utility work shall end at 3:30 PM. Clean up work can go on until 5:00 PM. Weekend work is only permissible upon City authorization.

Q5. Is pigging required?

A5. Per City Standards, pigging of water main 6" and larger is required. However, the City will not require pigging on this project. Flushing of the new water main must be witnessed by the City Inspector.

Q6. Is there an area for material storage?

A6. Yes, at the City's WWTP on 10th Street, just west of the railroad tracks, approximately ½ mile from the project site.

Q7. Are permits required?

A7. All permits have been acquired, unless dewatering exceeds SJRWMD thresholds. See attached Volusia Health Dept. Permit for water main construction.

Q8. What is engineer's construction cost estimate?

A8. With paving \$720k, without paving- \$620K.

Q9. Is stainless steel hardware required on the Insert Valves?

A9. See Item 2 above.

Q10. What are the lengths of AC pipe to be grout-filled and abandoned?

A10. Pipe to be grout-filled and abandoned are the 6" AC pipes and are called out on the plans

END OF ADDENDUM #1

Disclaimer: This addendum was posted on VendorLink. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	POTABLE WATER				
1	Water Main (w/all joints restrained)				
	a) 1" Poly Water Line (200 LF Shown)	200	LF	15.00	\$ 3000.00
	b) 2" Poly Water Line (350 LF Shown)	350	LF	20.00	\$ 7000.00
	c) 6" PVC C900 (3985 LF Shown)	4000	LF	28.00	\$112000.00
	d) 8" PVC C900 (62 LF Shown)	62	LF	34.00	\$ 2108.00
2	Tapping Sleeve/Saddle				
	a) 6" x 1"	1	EA	300.00	\$ 300.00
	b) 4" x 2"	1	EA	400.00	\$ 400.00
3	Gate Valve & Box w/collar				
	a) 2"	3	EA	700.00	\$ 2108.00
	b) 6"	5	EA	1000.00	\$ 5000.00
	c) 8"	2	EA	1500.00	\$ 3000.00
4a	Insertion Valve				
	a) 8" (1 shown)	2	EA	10000.00	\$ 20000.00
	b) 6" (0 shown)	2	EA	8500.00	\$ 17000.00
4b	Line Stop				
	a) 8" (0 shown)	2	EA	5500.00	\$ 11000.00
	b) 6" (0 shown)	2	EA	4600.00	\$ 9200.00
	c) 4" (0 shown)	2	EA	4500.00	\$ 9000.00
	d) 2" (0 shown)	2	EA	3000.00	\$ 6000.00
5	Water Services				
	a) 1" Short (35 Shown)	40	EA	700.00	\$ 28000.00
	b) 1" Long (34 Shown)	40	EA	950.00	\$ 38000.00
6	Cap, Grout fill and Abandon Water Main	1	LS	6000.00	\$ 6000.00
7	Fire Hydrant Assembly	6	EA	3900.00	\$ 23400.00
8	DIP Fittings Add or Delete	2	TN	9000.00	\$ 18000.00
9	Concrete Encasement	5	CY	175.00	\$ 875.00
		Subtotal Part A Potable Water			\$ 348383.00
B.	RESTORATION				
1	Open Cut and Repair Asphalt	300	SY	70.00	\$ 21000.00
2	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk (0 shown)	200	SY	50.00	\$ 10000.00
	b) 6" Thick Driveway/Pavement	1500	SY	65.00	\$ 97500.00
3	Concrete Curb (0 LF shown)	100	LF	30.00	\$ 3000.00
4	Sod				
	a) St. Augustine	2000	SY	2.50	\$ 5000.00
	b) Bahia	8000	SY	3.25	\$ 26000.00
		Subtotal Part B Restoration			\$ 162500.00

00 31 00-1

Revised per Addendum 1

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
FLAMINGO DR. AND LAKEWOOD DR. WATER MAIN REPLACEMENTS
BID# 18WA01**

C.	GENERAL				
1	Preconstruction Video	1	LS	1000.00	\$ 1000.00
2	Field Locate and Expose Existing Utilities/Provide Resolution Sketches	1	LS	2000.00	\$ 2000.00
3	Traffic Control	1	LS	1500.00	\$ 1500.00
4	Compliance with Florida "Trench Safety Act"	1	LS	1.00	\$ 1.00
5	Unsuitable Material Excavation	1	CY	20.00	\$ 20.00
6	Crushed Rock or Shell Trench Subgrade Material	1	CY	25.00	\$ 25.00
7	Rock Excavation	1	CY	25.00	\$ 25.00
8	"Record" Drawing Preparation	1	LS	8000.00	\$ 8000.00
				Subtotal Part C General	\$ 12571.00
				TOTAL BASE BID AMOUNT (Sum of Parts A,B,& C)	\$ 523,454.00

	ALTERNATE BID ITEMS				
ALT-1	Water service - Open Cut Installation	40	EA	2000.00	\$ 80000.00
ALT-2	Asphaltic Concrete Overlay, 1 1/2" Overlay, SP 9.5	830	TN	113.00	\$ 93790.00
				TOTAL BID ALTERNATES	\$173790.00

TOTAL BID W/ALTERNATES **\$ 697,244.00**

Submitted by: Cain Enterprises LLC dba Engineering Solutions International

Contractor: Fred Lane

Address: 32 NE 16th St., Ocala, FL 34470

Telephone: (352) 390-6555

Fax: _____

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: Fred Lane

License No: CBC045628 and CUC048362

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.
 - 1. Excavation, including necessary pavement base removal.
 - 2. Shoring and sheeting.
 - 3. Dewatering and disposal of surplus water.
 - 4. Structural Fill.
 - 5. Backfill.
 - 6. Grading.
 - 7. Replacement of unpaved driveways, grass and shrubbery plots.
 - 8. Cleanup.
 - 9. Testing and placing system in operation.
 - 10. Any material and equipment required to be installed and utilized for testing.
 - 11. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 12. Maintaining the existing quality of service during construction.
 - 13. Appurtenant work as required for a complete and operable system.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Water Main, PVC C900, with all joints restrained**Bid Item A1**

Payment shall be made at the contract unit price per linear foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all dewatering, excavation, backfill, compaction, and testing, materials, fittings, restraints on all joints, equipment, labor, marker tape, tracer wire, successful hydrostatic testing, and satisfactory bacteriological testing (water lines only), right-of-way restoration where separate items (driveways,

sodding, etc.) are not paid for separately and all items necessary to complete installation of the pipe. Payment for removal and capping of existing water lines, where conflicting with existing lines shall be contained as part of this unit price pay item, if separate payment is not shown elsewhere (i.e. pipe removal). Poly tube water line shall be DR9 CTS O.D. conforming to AWWA C-901.

2.02 Tapping Sleeve or Saddle

Bid Item A2

Payment shall be made at the contract unit price for each tapping sleeve installed. The contract price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications.

2.03 Gate Valve and Box (with concrete collars)

Bid Item A3

Payment will be made on each installation at the applicable unit price for the installation of each resilient seat gate valve and valve box with collar as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of valve box to final grade and shall include restrained joint attachment of valve to adjacent fittings as part of this unit price.

2.04 Insertion Valve

Bid Item 4A

Payment shall be made at the applicable Unit Price for furnishing all plant, labor and material including excavation, and valve box for complete installation of each insertion valve installed as shown on the plans or directed by the Owner's representative. Payment shall be full compensation for all materials, labor, and equipment to provide a complete working valve. The valve shall be Insert Valve as manufactured by TEAM Industries, Alvin, Texas, as required by City standards. All hardware (nuts, bolts, etc.) shall be 316 SS.

2.04 Line Stops

Bid Item 4B

Payment will be made at the applicable unit price for installation of line stops. Unit price payment shall be full compensation for all material, labor and equipment to provide full stoppage of water to perform tie-ins or abandonment of existing pipe.

2.05 Water Services

Bid Item A5

Payment will be made at the contract unit price for all materials, equipment and labor required to provide and install the service connections per City detail. The connections shall be installed at the sizes and locations directed in the field. The Contractor shall provide and install double strap service saddle, tap, corp stop, blue polyethylene tubing and lockable curb stop. Contractor shall include in this item "cut-over" of existing meters to new services when line is activated. A "short" service shall mean on the same side of the road as the main and a "long" service shall mean "moled" or drilled to the opposite side of the road as the main (no open cut). The unit prices for "short" or "long" services shall remain the same regardless of the right-of-way width the service is installed in or the length of the service.

2.06 Cap, Grout-fill and Abandon Water Main**Bid Item A6**

Lump Sum payment will be made for satisfactory capping, grout filling and abandoning watermain as shown on the plans. Abandonment shall include abandonment of valves within that section per details on plans. Grout fill water mains where called out prior to abandonment. No separate payment will be made for grout filling.

2.07 Fire Hydrant Assembly**Bid Item A7**

Payment will be made at the applicable unit price for all materials, labor and equipment required to remove existing fire hydrants and cap or plug the existing pipe for proper abandonment as indicated on the plans. Removed fire hydrants shall be turned over to City forces. New hydrant assemblies shall include tee, valve box and valve, and tested and in operation as shown on the contract standard detail sheet. This item includes the use of hydrant extensions to bring the proper elevation with respect to the final field grade at the hydrant location, and painting of hydrant to City standard color.

2.08 Ductile Iron Fittings (water main) Add or Delete**Bid Item A8**

Payment shall be made at the contract unit price per ton for all ductile iron/cast iron fittings installed by the Contractors as directed by the Engineer. This item is included in the contract to cover the cost of additional fittings that are not shown on the project plans which are required to meet modified routing due to field conditions. This item includes the cost of providing and installing "restrained joints" at both ends of each additional fitting installed.

This contract unit price will apply as a credit to the City for all fittings that are deleted from the contract. The credit will apply to fittings shown on the project plans that are not installed in the field.

2.09 Concrete Encasement**Bid Item A9**

Payment shall be made at the contract unit price per linear foot of piping for concrete encasement in accordance with the plans and specifications. Payment will be full compensation for all materials, labor, equipment and work including any VCHD and FDEP requirements.

2.10 Open Cut and Repair Asphalt**Bid Item B1**

Payment will be made at the applicable unit price for road base repairs, as specified and match existing paving thickness per the plan details including removal and disposal of the areas to be restored and saw cutting of edges of existing material. The contract unit price shall be full compensation for all material and work necessary to complete the repair or installation in accordance with the specifications. Stabilized sub-base to be per details, limerock or recycled concrete and ABC-3 shall be in accordance with DOT specifications. The base shall be primed and sand sealed. Asphaltic concrete base (black base) may be substituted for the base material which can be brought

to existing asphalt level. Asphalt overlay to be minimum 3/4" type SP9.5 bridged 1 ft both sides of sub-base area.

**2.11 Concrete Pavement, Remove and Replace
(Fiber Reinforced 3000 psi concrete)**

Bid Item B2

All driveways shall be 6 inches thick and sidewalks 4 inches thick, both shall be constructed to City standards. Driveways reconstructed shall be as directed in the field by the owner's project representative. No separate payment will be made for dirt or shell driveways as restoration cost for those driveways shall be contained in the pipe unit price. Payment shall be made per square yard satisfactorily installed. This item includes saw cutting of existing driveways, and demolition and removal of existing drives.

2.12 Concrete Curb, Remove and Replace (3000 psi)

Bid Item B3

Payment will be made at the applicable unit price for each linear foot of concrete curb directed in the field to be removed and replaced. Payment includes demolition and removal of existing curb and sawcut of edges of existing curb.

2.13 Furnish and Install Sod

Bid Item B4

Payment shall be made at the applicable unit price for the type of sod installed and shall be full compensation for furnishing all plant labor, materials and equipment necessary to furnish and properly install sod within the limits shown on the Drawings. Item shall include watering and maintenance for a one-month period. Dead or insect infested/sod shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the one month maintenance period.

2.14 Pre-Construction Video

Bid Item C1

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route prior to mobilization. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional video in accordance with the project specifications. Construction work shall not start until videos are delivered and approved by the project representative. Video shall include curb, sidewalk, driveway and parking areas on both sides of the street.

2.15 Field Locate & Expose Existing Utilities

Bid Item C2

Provide Intersection and Critical Area Utility Conflict Resolution Sketches

Lump sum payment will be made based on completion of hand digging and physically exposing, as specified in Section 02 10 00, existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all materials and work necessary to complete the item within the rights-of-way or easements shown on the contract plans. If conflicts

are found, this item includes preparation of sketches complete with elevations of proposed and existing utilities, ground and other obstacles, that resolves the conflict.

2.16 Traffic Control

Bid Item C3

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under City, County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made as a percentage of this item based on the percent of overall utility installation work completed.

2.17 Compliance with Florida "Trench Safety Act"

Bid Item C4

Lump sum payment will be made based on the contractor's full and complete compliance with the State of Florida Trench Safety Act. Payment shall be made as a percentage of this item based on the percent of overage utility installation work completed.

2.18 Unsuitable Material Excavation

Bid Item C5

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or roadway area excavations; and where such excavations require the removal of muck or other unsuitable material as determined by the Engineer, and replacement with suitable material, payment will be made at the contract unit price per cubic yard in situ for such muck or other unsuitable material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

2.19 Crushed Rock or Shell Trench Subgrade Material

Bid Item C6

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure excavations. Payment will be made only when placement of material is directed by the Engineer.

2.20 Rock Excavation

Bid Item C7

Payment shall be made at the applicable unit price when, in the Engineers opinion, field conditions indicate the necessity for removing rock from trench excavations; and where such excavations require the removal of rock as determined by the Engineer, and replacement with suitable material, payment shall be made at the applicable unit price per cubic yard for such rock removed and replaced with clean fill upon the basis of in place measurement of the cemented material removed. Payment shall not be made for trench widths wider than six (6) feet, or in areas where the material removed can be "co-mingled" with other backfill above the pipe envelope with the backfilling operation.

2.21 “Record” Drawing Preparation**Bid Item C8**

Lump sum payment will be made based on delivery to the Engineer of six (6) surveyor signed and sealed paper sets and AutoCad CD disk of “record” drawings. Six (6) sets of paper plans and one set of “record” drawings on AutoCad CD disk shall be prepared and signed and sealed by a professional land surveyor, licensed in the State of Florida, showing the top elevations and horizontal locations of the water lines with respect to the right-of-way lines or other "known features" for the project length.

"Known features" are power poles, property corners, or other features which are not easily lost or susceptible to damage, removal or relocation. All water valves and services as well as fire hydrants shall be located horizontally to "known features" using three way horizontal dimensional "ties" to allow easy recovery of the service locations at a later date. Periodical "record drawings" shall be submitted with each pay estimate on which the Engineer shall rely to ensure the “pay items” are constructed in accordance with the design locations and elevations. Progress payments submitted without updated partial “record drawings” to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the "record drawings" of work completed immediately prior to the current progress pay period are submitted with the pay requests. “Record drawings” shall be neat and clearly readable. Utility “record drawings” shall be on a separate AutoCad layer and roads, storm sewers, etc. shall be on separate layers on the “record drawings”. Each “record drawing” set shall have only one (1) surveyor of record.

2.22 Water Services -Open cut installation**Bid Item Alt 1**

This item is included as an alternate as a means to pay for services not able to be moled or drilled in place. Payment will be made at the contract unit price for all materials, equipment and labor required to provide and install the service connections per City detail. The connections shall be installed at the sizes and locations directed in the field. The Contractor shall provide and install double strap service saddle, tap, corp stop, blue polyethylene tubing and lockable curb stop. Contractor shall include in this item “cut-over” of existing meters to new services when line is activated. A “short” service shall mean on the same side of the road as the main and a “long” service shall include the cost to open cut and repair the service to the opposite side of the road as the main. The unit prices for “short” or “long” services shall remain the same regardless of the right-of-way width the service is installed in or the length of the service.

2.23 Asphaltic Concrete incl. tack coat, 1-1/2” SP9.5**Bid Item Alt 2**

This item is provided as an alternative bid item to overlay the entire project area. Payment will be based on satisfactory installation and made at the applicable unit price for the asphaltic concrete. The contract price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications, including the raising of any valve boxes or manhole frames and covers to final paving grade, where called for on the plans. This item includes the cost of a tack coat where required per FDOT specifications.

END OF SECTION

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

October 9, 2018

ELECTRONIC CORRESPONDENCE

wsmyser@hollyhillfl.org

andrew.giannini@meadhunt.com

**In the matter of an
Application for Permit by:**

City of Holly Hill

Attn.: Walt Smyser, Public Works, Deputy Director

453 L.P.G.A. Boulevard

Holly Hill, Florida 32117

VCHD File Number: 0127685-072-DS

County: VOLUSIA

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0127685-072-DS for construction of (+/-) 62 L.F. of 8" PVC C- 900; 4,030 L.F. 6" C900 PVC; 350 L.F. of 2" PE; 200 L.F. 1" PE water mains and appurtenances issued pursuant to Section 403.861(9), Florida Statutes.

This Permit is final and effective on the date filed with the clerk of the Florida Department of Health unless a petition for an administrative hearing is timely under Sections 120.569 and 120.57, Florida Statutes (F.S.), before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; 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; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the agency's proposed action;

Florida Department of Health in Volusia County
Environmental Health • Engineering
1845 Holsonback Dr • Daytona Beach FL 32117
PHONE: 386-274-0546 • FAX: 386-736-5433



Accredited Health Department
Public Health Accreditation Board

Permit # 0127685-072-DS
 City of Holly Hill
 Walt Smyser
 Page 2 of 3

- (f) A statement of the specific rules or statutes that the petitioner contends requires reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition must be filed (received by the Clerk) with the Agency Clerk of the Department, Office of the General Counsel, 4052 Bald Cypress Way, Bin A02, Tallahassee, Florida 32399-1703. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Agency Clerk, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Mediation is not available in this proceeding.

Any party to this order has the right to seek judicial review pursuant to section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department, Office of the General Counsel, 4052 Bald Cypress Way, Bin A02, Tallahassee, Florida 32399-1703, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Deland,

STATE OF FLORIDA
 DEPARTMENT OF HEALTH IN VOLUSIA COUNTY



Ronald E. Freeman, P.E.
 Professional Engineer III
 (386) 736-5158

Enclosures: VCHD Permit No. 0127685-072-DS

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

Permit # 0127685-072-DS
City of Holly Hill
Walt Smyser
Page 3 of 3

CERTIFICATION OF SERVICE

The undersigned hereby acknowledges that this **Notice of Permit Issuance** and all copies were electronically transmitted before the close of business on October 9, 2018 to those persons listed.

Renee B. Stone
Clerk

10/09/2018

Date

FILING AND ACKNOWLEDGEMENT

FILED, on this date, under Section 120.52(7), Florida Statutes, with the designated Clerk, receipt of which is hereby acknowledged.

Renee B. Stone
Clerk

10/09/2018

Date

Copies Furnished to:

Walt Smyser, Public Works Duty Director, City of Holly Hill wsmysrhollyhillfl.org

Andrew Giannini, P.E., Senior Project Manager, QLH & Associates andrew.giannini@meadhunt.com

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

October 9, 2018

Permittee:

Walt Smyser, Public Works, Deputy Director
City of Holly Hill
453 L.P.G.A. Boulevard
Holly Hill FL 32117

wsmyser@hollyhillfl.org
andrew.giannini@meadhunt.com

Permit Number: 0127685-072-DS

Issue Date: October 9, 2018

Expiration Date: October 8, 2023

County: VOLUSIA

Project Name: Flamingo Drive/Lakewood Drive
Water Main Replacement

Water Supplier: City of Holly Hill PWS

PWS ID: 3640557

This permit is issued under the provisions of Chapter [403](#), Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters [62-4](#), [62-550](#), [62-555](#) and [62-560](#). The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT (+/-) 62 L.F. of 8" PVC C- 900; 4,030 L.F. 6" PVC C900; 350 L.F. of 2" PE; 200 L.F. 1" PE water mains and appurtenances.

IN ACCORDANCE WITH: This permit does not pertain to any wastewater, storm water or dredge and fill aspects of the project. This permit is issued based upon the dates and submissions during the application process as follows: Construction drawing, permit application, specifications and details received on October 4, 2018 as submitted by Walt Smyser, Public Works Deputy Director, City of Holly Hill.

LOCATION: Along Flamingo Drive and Lakewood Drive, Florida

Work must be conducted in accordance with the General and Specific Conditions, attached hereto.

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes per Florida Administrative Code Rule 62-555.533(1).

Florida Department of Health in Volusia County
Environmental Health • Engineering
1845 Holsonback Dr • Daytona Beach FL 32117
PHONE: 386-274-0546 • FAX: 386-736-5433



Accredited Health Department
Public Health Accreditation Board

Attachment: RFP 18-WA-01 Cain Ent. (2313 : RFP 18-WA-01 Flamingo Drive Water Main Replacement - HMGP)

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permits conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup and auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance; and
 - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understand and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
 - a. Determination of Best Available Control Technology (BACT)
 - b. Determination of Prevention of significant Deterioration (PSD)
 - c. Certification of compliance with the state Water Quality Standards (Section 401, PL 92-500)
 - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
 - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

- c. Records of monitoring information shall include:
 - 1. the date, exact place, and time of sampling or measurements;
 - 2. the person responsible for performing the sampling or measurements;
 - 3. the dates analyses were performed;
 - 4. the person responsible for performing the analyses;
 - 5. the analytical techniques or methods used;
 - 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

A. Construction Activities

1. Permit Modification

All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data [F.A.C. Rule 62-555.536].

2. Professional Engineer Supervision

Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit [F.A.C. Rule 62- 555.520(3)]

3. Artifacts

If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333 or (800) 847-7278 as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

4. Delays and Extension of Permit

If delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in affect longer than five years per Rule 62-555.536(4), F.A.C.

5. Permit Transfer

In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]

6. Obligation to Obtain Other Permits

This permit satisfies Drinking Water permitting requirements only and does not authorize construction of operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal or local agencies.

7. Limits on Authorizing Connections

This permit is for CONSTRUCTION ONLY of the components found on page 1 of this permit. This permit shall not infer that the clearance necessary for connection will be granted. Partial clearance may be granted, if required.

8. Gasoline Contamination

If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gasket materials shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.

9. Wetlands Jurisdiction

This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP Environmental Resource Permitting (ERP) Section, as applicable, the permittee shall provide a copy of permit approval to the Department when water main installation involves activities on wetlands.

10. Security

Permittee shall ensure that the well and drinking water treatment facilities will be protected to prevent tampering, vandalism, and sabotage as required by Rule 62-555.315(1) & 62-555.320(5), F.A.C.

B. Construction Standards

1. National Sanitation Foundation (NSF)

All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform to National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.

2. American Water Works Association (AWWA)

Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600, C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651 - C653, as well as in accordance with Rule 62-555.340, F.A.C.

3. Lead Free

The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.

4. Asbestos

If any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements, applicable to AC pipes, **the permittee should contact Mary Lawrence of the Air and Waste Management section prior to commencing any such activities at (407) 897-4179.** Please be aware that a notification is required to be submitted to the Department for a regulated project.

5. Hazard and Reuse Setbacks

Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312, F.A.C. Reclaimed water land application areas, if applicable, must not be located with the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.

6. Line Separation

Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C. and Section 8.6 of Recommended Standards for Water Works, a manual adopted by reference in Rule 62-555.330(3), F.A.C.

7. Color Coding of Pipes

The new or altered above ground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition" [F.A.C. Rule 62-555.320(10)]

8. Cross Connections

Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.

C. Operational Requirements

1. Record Drawings

The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.

2. State Watch Office

The permittee or supplier of water shall telephone the State Watch Office (SWO), at 1-800- 320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

D. Clearance Requirements

1. Clearance Letter

The permittee must instruct the engineer of record to request system clearance from the Department within 60 days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the tests were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.345]

Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-345]

2. Requirements to Obtain Clearance

Prior to placing this project into service, permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:

- a. the engineer's Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation [DEP Form 62-555.900(9)]
- b. certified record drawings, if there are any changes noted for the permitted project
- c. analytical results from two consecutive days of satisfactory bacteriological samples from locations found in paragraph 3 below
- d. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards [F.A.C. Rule 62-555.320(21)(a)(1)]

In order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.

3. Cleaning, Disinfecting and Bacteriological Samples

The new facilities shall be cleaned and bacteriologically disinfected in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data shall be submitted to Health Department with the engineer's certification of construction completion. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

Bacteriological Sampling Locations: Copies of results from satisfactory bacteriological samples shall be submitted with the clearance package. Samples shall be taken from locations listed below, in accordance with Rules 62-555.315(6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C651-92. These locations are:

- All points of connection to the existing mains
- At all terminal ends of the proposed water mains
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200 ft.
- Beginning and end of lines for each segment to be partially completed.
- Per AWWA C651, samples shall not be taken from fire hydrants.

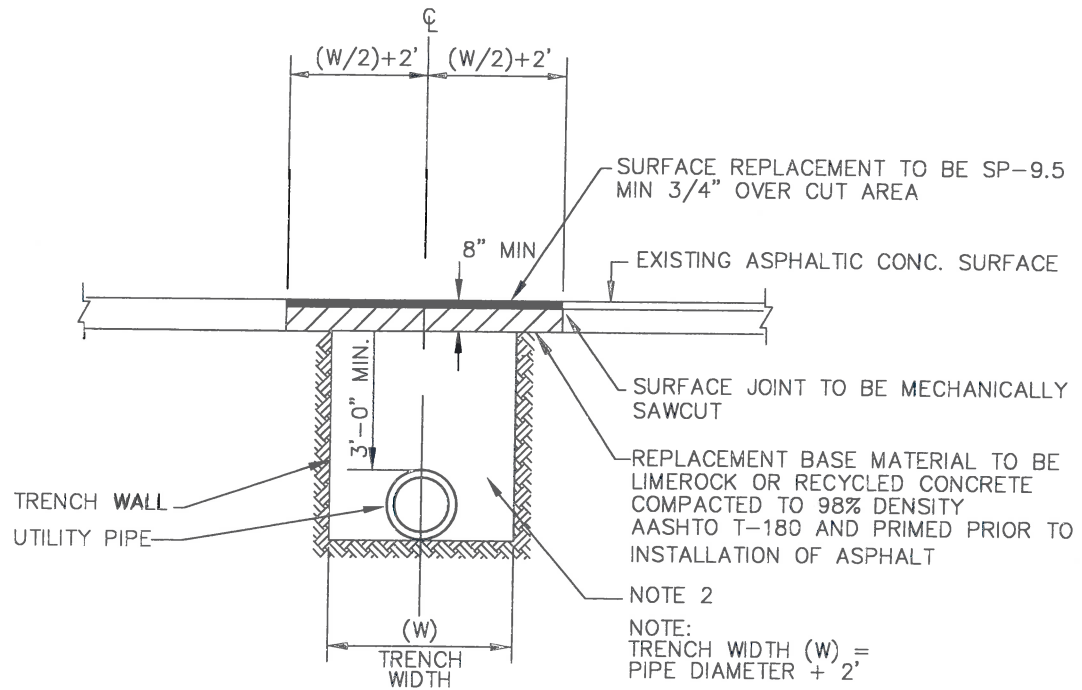
Each location shall be sampled on two separate days (at least 6 hours apart) with sample point location and chlorine residual readings clearly indicated on the report and/or drawings. Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

Issued this 9th day of October 2018

STATE OF FLORIDA
FLORIDA DEPARTMENT OF HEALTH IN VOLUSIA COUNTY



Ronald E. Freeman, P.E.
Professional Engineer III



NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING
2. SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T-180
3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI - 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.

PAVEMENT TRENCH RESTORATION

REVISED PER ADDENDUM 1



**ADDENDUM NO. 2
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
FLAMINGO DR AND LAKEWOOD DR WATER MAIN IMPROVEMENTS
BID NO. 18WA01**

November 2, 2018

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated October 2018 and prepared by Mead & Hunt as fully and completely as if the same were fully set forth therein.

Item #

1. The bid opening time is changed to 10:30 AM on November 8, 2018.
2. For information only. The City recently had a car run over the fire hydrant at the intersection of S. Flamingo Drive and Center Avenue. The City has elected to leave this hydrant in its damaged state- nonfunctioning- as it will be replaced with the subject project.

END OF ADDENDUM #2

Disclaimer: This addendum was posted on VendorLink. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Acknowledged

Date

11/7/18

1000710-172488.01



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

9.11

**City Commission
Agenda Item**

MEETING DATE: December 11, 2018
FROM: John McKinney
SUBJECT: Award Engineering Service Contract for Professional Design
Services for Storm Water Projects Funded Under the Hazard
Mitigation Grant Program (HMGP) Projects: State Avenue,
Espanola Avenue, Tuscaloosa Avenue and Ridge
Avenue/Cordova Avenue
NUMBER: (ID # 2310)
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request for Qualification (RFQ) to seek a qualified professional engineering firm(s) to design for a federally funded drainage projects on State Avenue, Espanola Avenue, Tuscaloosa Avenue and Ridge Avenue/Cordova Avenue as needed for specified projects. The solicitation was RFQ 19-PW-01 for Professional Design Services and five firms submitted qualifications.

1. EA3 Civil Engineering, Inc.
2. Mead & Hunt
3. Newkirk Engineering, Inc.
4. Upham, Inc.
5. Zev Cohen & Associates, Inc.

The Evaluation Committee met on Thursday, November 15, 2018 and 10:00 a.m. in a properly noticed public meeting and ranked the submitting firms based on the published evaluation criteria as follows:

1. Mead & Hunt
2. Zev Cohen & Associates, Inc.
3. Upham, Inc.
4. Newkirk Engineering, Inc.
5. EA3 Civil Engineering, Inc.

The Evaluation Committee and recommend the Commission negotiate with the top two ranked firms Mead & Hunt and Zev Cohen & Associates, Inc.

FISCAL ANALYSIS:

Not Applicable

STAFF RECOMMENDATION:

Authorize the City Manager enter into negotiations with Mead & Hunt and Zev Cohen & Associates, Inc. Professional Design Services.

COMMISSION GOAL:

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

MOTION:

Authorization for the City Manager to enter into negotiations with Mead & Hunt and Zev Cohen & Associates, Inc. Professional Design Services and execute agreements.

- RFQ 19-PW-01 Mead & Hunt (PDF)
- RFQ 19-PW-01 Zev Cohen (PDF)
- RFQ 19-PW-01 Evaluation Committee Rating and Ranking (PDF)



PROFESSIONAL DESIGN SERVICES STATEMENT OF QUALIFICATIONS

HMGP DRAINAGE PROJECTS

CITY OF HOLLY HILL
HOLLY HILL, FLORIDA

RFQ # 19-PW-01
OCTOBER 31, 2018



Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com



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

October 29, 2018

John McKinney, Finance Director
City Clerk's Office
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Subject: A Trusted Long-Standing Partner to Meet Your Design Service Needs

Dear Mr. McKinney:

From stormwater improvements to the US-1 Utility Undergrounding project, Mead & Hunt, formerly QLH, has provided continuing services to the City of Holly Hill since 1995. As a long-standing partner, we can provide the same great service with a fresh perspective. You have trusted us to provide engineering design, permitting, environmental assessment and more; let's continue that partnership with expanded services.

With Mead & Hunt, you will receive a local team with an established presence and a positive reputation with City of Holly Hill officials, businesses and citizens. Using our strong assets of professionalism, responsiveness and experience, we have successfully delivered projects for the City of Holly Hill more than 20 years. We are driven to develop projects that protect the natural and human environment through innovation and responsible design. We will work with you to create efficient and functional solutions for your sites and your communities. Mead & Hunt is dedicated to providing sustainable designs that meet present needs without compromising those of the future.

Mead & Hunt is a full-service engineering firm with a well-staffed office in Port Orange. The assembled design team is immediately available to continue working for Holly Hill. We have reviewed the scope of services and schedule, and included relevant information that demonstrates our team's qualifications and technical capabilities. We are familiar with your staff, design standards and expectations. I, David King will be the Principal-in-Charge and Quality Assurance/Quality Control (QA/QC) manager for this contract. I will be your main point-of-contact for this RSQ response and am responsible for execution on behalf of the proposal team. Andrew Giannini will be the project manager.

Sincerely,
Mead & Hunt, Inc.

David King
Business Unit Leader
386-761-6810
david.king@meadhunt.com

I – MANAGEMENT SUMMARY – COVER LETTER

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGF)

II. CORPORATE EXPERIENCE & CAPACITY



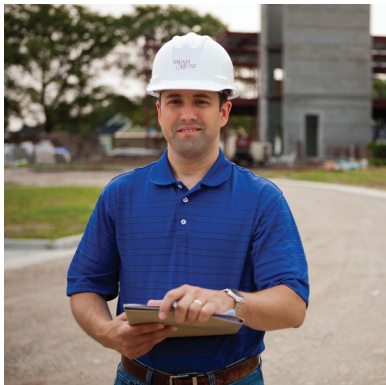
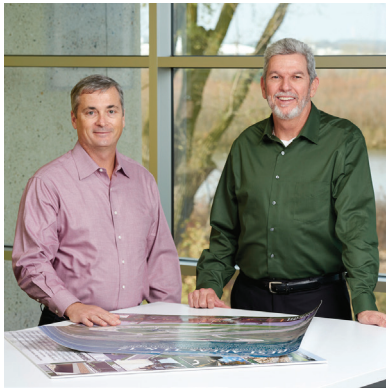
Mead & Hunt, is a full-service engineering firm that provides comprehensive engineering and architectural design, and construction engineering and inspection (CEI) services. With 700 employees, our technical skills and industry knowledge allow us to serve diverse markets so you can accomplish your goals with a single, full-service firm. ***In 2017, Mead & Hunt ranked 139 in Engineering News Record's Top 500 design firm list.***

Engineering for Holly Hill will be provided out of Mead & Hunt's Port Orange office at 4401 Eastport Parkway, Port Orange, Florida 32127, which is nine miles away from Holly Hill's City Hall. The office is home to approximately 30 full-time engineers, technicians, inspectors and administrative personnel. One hundred-percent of our local staff can be committed to your project.

Our Port Orange office served as headquarters for QLH since 1968 and now serves as the Florida hub for Mead & Hunt since the merger of the two firms in July 2017. QLH provided civil and water resource design and CEI services to central and northeast Florida utilities since 1964. The merger with Mead & Hunt significantly expands our capabilities to include all of the core engineering services listed. The engineers and technicians who will serve the City are long-term employees familiar with local utilities, codes and contractors. We currently service 20-plus other local municipalities and utilities.

The design team assembled for this RSQ response consists of local Mead & Hunt staff and specialty subconsultants. A list of our employees, their qualifications, licenses/certifications and roles is included in this section. Also included herein is a list of the sub-consultants' qualifications and roles.

ROLE	TEAM MEMBER
Project Manager	Andrew Giannini, PE
Principal-In-Charge and Quality Assurance/ Quality Control Manager (QA/QC)	David King, PE
Project Engineer	Steve Danskine, PE, CFM
Engineer Intern	Mike Stephenson, EI
Resident Compliance Specialist	Regina Brinkle
Construction Services Manager	Gary Wisniewski
Subconsultants	Biological: Biological Engineering Consultants Joe Young III
	Geotechnical: ECS Florida Matt McLeer, PE
	Survey: Southeastern Survey & Mapping James Dunn, II, PSM Myer Land Surveying Mike Myer



We provide clients with expert planning, design and engineering services across a wide variety of sectors. In each of these disciplines, we've developed unique methodologies and processes to deliver cost-saving solutions that meet our clients' needs.

WATER RESOURCES

- **Water infrastructure**
- **Flood risk reduction**
- **Hydrology and hydraulic analyses**
- **Regulatory compliance**
- **Geotechnical**

WATER & WASTEWATER

- Design-build for treatment systems
- Water and utility master planning
- Wellfield planning and design
- Reclaimed water augmentation, storage, pumping and distribution
- Comprehensive design services for water supply, treatment, distribution, storage and pumping
- Advanced wastewater treatment plant design
- Sewage collection and transmission

CONSTRUCTION SERVICES

- Building commissioning
- Commercial and residential construction inspection
- LEED® certification
- **Right-of-way coordination**
- Surveying
- Transportation inspection
- Video pipe inspection
- **CEI services**
- **Grant compliance**

ARCHITECTURE & ENGINEERING

- Architecture and structural engineering
- Energy analysis
- Fire protection and security
- Heating, ventilating and air conditioning
- Instrumentation and communication systems
- Interior design
- Electrical engineering and lighting design
- Plumbing

ENVIRONMENTAL

- Environmental assessments (NEPA)
- Environmental impact reports
- Habitat assessment
- Planning
- Stream restoration
- Water quality sampling
- Wetlands mitigation design

MUNICIPAL

- Land use planning
- **Stormwater management**
- Streets and bridges
- Traffic studies
- **Utility coordination**
- Wastewater treatment and collection systems
- Water system engineering

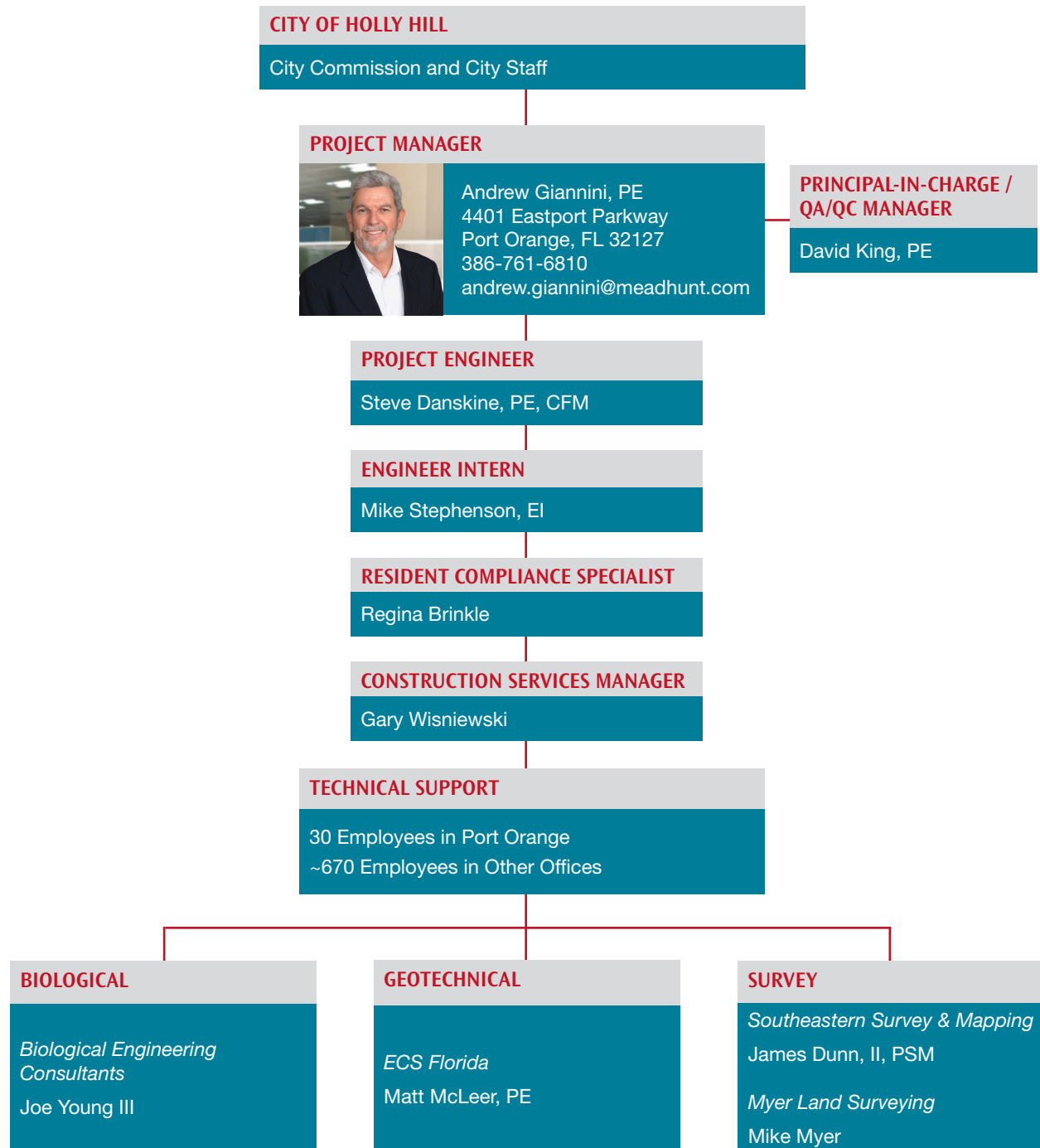
URBAN PLANNING

- Downtown redevelopment
- Grant and loan applications
- Master plans
- Parks and recreation plans
- Residential, commercial, industrial and business developments

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

ORGANIZATION CHART

A specific team has been assembled to address the services described in your scope of work. The organization chart shows the proposed team we will use to address the scope of work.



III – SPECIALIZED EXPERTISE OF TEAM MEMBERS – ORGANIZATION CHART

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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Areas of Expertise

- Stormwater retrofit
- Stormwater master planning
- Civil site plan design and permitting
- Reclaimed water
- Hydrodynamic modeling
- Water and wastewater distribution design
- Project management
- Construction services

Education

- BS, Engineering Technology, University of Central Florida
- BS, Mathematics and Computer Science, Troy State University

Registration/Certification

- Licensed Professional Engineer – Florida

Memberships

- Florida Engineering Society
- National Society of Professional Engineers
- Florida Institute of Consulting Engineers
- American Water Works Association

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 18

Availability

- 20-30%

ANDREW GIANNINI, PE, PROJECT MANAGER

Andrew Giannini specializes in stormwater retrofit and civil design in existing urban or rural development. He is adept at hydrodynamic modeling of complex drainage systems. Andrew's duties include project management and engineer on various stormwater, civil and utilities projects. Andrew has worked on numerous Holly Hill projects and will oversee the design and permitting of the project.

STORMWATER

Andrew has helped numerous municipalities with their drainage problems by analyzing regional to local systems and providing innovative solutions. His experience includes stormwater master plans that have been implemented in several cities in Volusia County. Project components Andrew had responsibility for include a 300-cubic-feet-per-second (cfs) stormwater pump station, large acreage detention ponds, a box culvert and wood bridge improvements where conveyance was limited by small culverts. Andrew's master plans include water quality enhancements as mitigation toward increasing discharge rates for flood abatement.

CONSTRUCTION SERVICES

Andrew has served as construction administration engineer on projects that exceed \$10 million in construction costs. Projects he has administered include stormwater, roadway, civil site, structural and utility.

RELATED PROJECTS

Cambridge Canal Basin Drainage Improvements, City of Port Orange – Port Orange, Florida

The City of Port Orange retained Mead & Hunt to study the 700-acre Cambridge Canal basin and recommend improvements. The study recommended a basin-wide approach to solving the problem. Mead & Hunt greatly improved the drainage by creating two additional outfalls, one in the north and one in the south part of the basin. Two large wet detention ponds and a stormwater pump station were constructed to help offset/mitigate for increase discharge rates during extreme events.

Virginia Avenue and Monroe Street Stormwater Improvements, City of Port Orange – Port Orange, Florida

This fully-developed neighborhood is characterized by a mix of residential properties from 0.2 acres to one acre in size that are served by an older stormwater system. Mead & Hunt analyzed the stormwater system and the surrounding areas to provide recommendations for improvements. During the analysis, Mead & Hunt proposed four alternative projects that were investigated for water quantity and quality benefits. ■

DAVID KING, PE, PRINCIPAL-IN-CHARGE AND QUALITY ASSURANCE/QUALITY CONTROL MANAGER

David King specializes in general civil and stormwater design including retrofit stormwater and other similar type projects. David also specializes in water and wastewater conveyance systems including pump stations, storage, transmission, distribution and collection. David currently serves as a vice president and business unit leader of the Port Orange unit of Mead & Hunt. His regular duties include project management and engineering on various civil, water resources, stormwater and other projects.

STORMWATER

David's stormwater experience has included new and retrofit stormwater management systems for site specific and regional basins. He has helped clients acquire grant funding from St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Environmental Protection Agency (EPA), and Federal Emergency Management Agency (FEMA) for such projects. David's stormwater planning experience has included stormwater master plans, water quality master plans and regulation compliance studies. His stormwater experience has also included active and passive nutrient removal Best Management Practices (BMPs).

CONSTRUCTION SERVICES

David's construction services experience has included projects up to \$10 million including multidiscipline projects involving civil, structural, electrical, mechanical, plumbing and other trades.

RELATED PROJECTS

North Bracco and North Fiske Area Stormwater Improvements, City of Cocoa – Cocoa, Florida

Mead & Hunt designed this project that included multiple phases of improvements to approximately 800 acres of City drainage basins that discharged through a common 72-inch-diameter outfall to the Indian River Lagoon (IRL). David was the project manager.

Downtown Community Redevelopment Area Utility Undergrounding, Streetscape and Stormwater improvements, City of Flagler Beach – Flagler Beach, Florida

Mead & Hunt prepared design drawings and specifications for conduits and structures for utility providers. We provided electrical service conversions for commercial properties, on-street parking improvements, stormwater improvements, road resurfacing, sidewalk improvements, right-of-way landscaping, irrigation and conduit for future street lighting. David was the project manager. ■



Areas of Expertise

- Project management
- Water and wastewater conveyance systems
- General civil and stormwater design
- New and retrofit stormwater management systems
- Subsurface utility engineering
- Wellfield development and raw water pipelines
- Program management for capital improvement programs

Education

- BS, Civil Engineering, University of Central Florida

Registration/Certification

- Licensed Professional Engineer – Florida

Memberships

- Florida Engineering Society (Past Chapter President)
- American Society of Civil Engineers (Past Branch President)
- Florida Institute of Consulting Engineers
- Florida Stormwater Association

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 19

Availability

- 10-15%



Areas of Expertise

- Civil engineering design (grading, drainage, paving, utilities)
- Stormwater management system design
- Flood mitigation
- Water and sanitary sewer system design permitting
- Construction administration

Education

- BS, Environmental Engineering, University of Florida

Registration/Certification

- Licensed Professional Engineer – Florida
- Certified Floodplain Manager
- OSHA HAZWOPER

Memberships

- Florida Engineering Society
- Florida Floodplain Managers Association

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 1

Availability

- 20-30%

STEVE DANSKINE, PE, PROJECT ENGINEER

Steve Danskine is a professional engineer experienced in civil and environmental engineering. He is certified in floodplain management in both the private and public sector. He fills multiple roles in civil infrastructure, site development, stormwater treatment and flood mitigation projects. Steve's work with municipalities and private consulting firms on permitting enabled him to develop professional stability while adapting to meet economic, administrative and regulatory changes. He is experienced in all phases of civil engineering including planning, scheduling, budgeting, permitting, construction cost estimating, bid advertisement, addendum preparation, bid and bidder evaluation, contract award, shop drawing and submittal review, change order and pay request processing, construction oversight, and substantial and final completion inspections.

RELATED PROJECTS WITH OTHER FIRMS

Cardinal Lane Watershed Study, Southwest Florida Water Management District (SWFWMD) – Homosassa Springs, Florida

Steve was the project engineer responsible for field data collection, existing environmental resource permit data review and input, Interconnected Pond Routing Stormwater (ICPR) model review and QA/QC to develop a watershed management plan for a 50-square-mile drainage basin in accordance with SWFWMD guidelines and specifications.

Salvador Stormwater Pump Station, Volusia County – DeLand, Florida

Steve was the project manager responsible for design and permitting of a stormwater pump station to protect existing homes from flooding. By using a permanent diesel pump for primary use and providing for the addition of a mobile trailer-mounted pump for large storm events, the design accommodates complete installation by county personnel and avoids the necessity for back-up power.

Depot Park Regional Stormwater Project, Gainesville Regional Utilities and City of Gainesville – Gainesville, Florida

Steve was the project engineer responsible for Visual-SWMM model development and conversion to ICPR inputs and analysis. Steve assisted with site grading, pump station design, QA/QC and construction phase services for the re mediation of a contaminated brownfield to treat stormwater runoff from the 89-acre downtown area. ■

MIKE STEPHENSON, EI, ENGINEER INTERN

Mike Stephenson currently will assist with stormwater modeling, design and permitting on the Holly Hill projects. He is experienced with stormwater retrofit projects, water quality designs and monitoring of their effectiveness. He also assists with construction management and the design and hydraulic modeling of various water utility systems. Mike's recent projects include wastewater treatment facilities, sewage collection systems, water and reclaimed water distribution systems, utility master plan design and stormwater collection systems.

Mike has planned, assisted with design and supervised construction on a variety of water resource related projects. Under the supervision of Professional Engineers at Mead & Hunt, Mike has prepared contract documents, utility master plans and grant requests. Mike assisted in the development of the projects and modeling on the Holly Hill Stormwater Master Plan Update.

Mike has four years' experience supervising construction of utility and civil projects. He has provided project management and CEI services for small projects and multi-million-dollar facilities. He is an effective communicator and negotiator who has a demonstrated track record of successfully managing project schedules and budgets.

RELATED PROJECTS

Holly Hill Stormwater Master Plan Update, City of Holly Hill – Holly Hill, Florida

The City of Holly Hill Public Works Department requested Mead & Hunt's assistance in updating the City's stormwater Master Plan after recent flooding events occurred. The entire City infrastructure was evaluated. The report recommended 28 projects at a cost of over \$28 million to be implemented over a 30-year planning period. Mike performed the modeling and assisted with the development of the proposed projects.

Lamont and Hubbell Area Stormwater Improvements , City of Edgewater – Edgewater, Florida

Mike was designer and CADD technician on this stormwater retrofit project. The project included construction of stormwater collection and an outfall treatment device to improve water quality discharge to the North Indian River in Edgewater. The City obtained a Total Maximum Daily Load (TMDL) grant from FDEP which required post-construction monitoring. Mike is administering the monitoring program for the City. ■



Areas of Expertise

- Construction administration
- Stormwater modeling and design
- Stormwater master planning

Education

- BS, Civil Engineering University of Florida

Registration/Certification

- Engineer Intern – Florida

Memberships

- Florida Engineering Society
- Water Environment Federation

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 4

Availability

- 30%



Areas of Expertise

- Planning and coordinating field operations
- FDOT-LAP Resident Compliance Specialist

Education

- AA, Business Administration and History, Seminole Junior College, Sanford, Florida

Registration/Certification

- American Recovery and Reinvestment Act/Davis Bacon Related Act/Sponsored by Department of Environmental Protection
- Competent Person Certificate Holder
- OSHA Safety Certification
- FDEP Stormwater, Erosion and Sediment Control Inspector
- FDOT LAP/EEO Construction Contract Compliance
- FDOT Nuclear Gauge Safety
- ICC Property Maintenance and Housing Inspector
- ICC Residential Building Inspector
- Maintenance of Traffic – Intermediate Level

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 16

Availability

- 30%

REGINA BRINKLE, RESIDENT COMPLIANCE SPECIALIST

Regina Brinkle joined the Mead & Hunt team as a project inspector in 2002. She has since assumed the role of Florida Department of Transportation (FDOT) Resident Compliance Specialist while retaining her inspection duties on active projects.

Regina has performed compliance activities on projects include reviewing certified payrolls from the prime contractor and subcontractors and reviewing payroll for accuracy with information and compliance with appropriate wage determination and backup documentation for file and audit. She also reviews shop drawing file for Buy American Certification completeness and performs in-field interviews with prime and subcontractor employees to comply with Davis-Bacon and Related Acts (DBRA) wage rates. Additional activities include inspecting bulletin boards and preparing monthly FDOT/ State Revolving Fund (SRF) reports as required.

RELATED PROJECTS

- FDOT-Local Agency Program (LAP) Coordination
- Water Main Replacement, Daytona Beach Shores – Daytona Beach, Florida
- Minutemen Causeway Streetscape/Stormwater Improvements City of Cocoa Beach – Cocoa Beach, Florida
- Factory Ave Stormwater, City of Cocoa – Cocoa, Florida
- Downtown Streetscape, City of Flagler Beach – Flagler Beach, Florida
- DeSoto Parkway, City of Satellite Beach – Satellite Beach, Florida ■

GARY WISNIEWSKI, CONSTRUCTION SERVICES MANAGER

Gary Wisniewski is an experienced field inspector who supervises the Port Orange office construction management group with a staff of 12 field inspectors and a full construction administration staff. His responsibilities include supervising projects; resolving field conflicts; and reviewing pay requests, testing results and as-built drawings. His staff is responsible for inspecting public works, utility and building projects for the cities of Cocoa, Cocoa Beach, DeLand, DeBary, Edgewater, Holly Hill, Flagler Beach, South Daytona, Deltona, Daytona Beach, Ormond Beach, Port Orange, New Smyrna Beach, Brevard and Volusia Counties, as well as subdivision and site inspections for work performed by private developers within the cities of Port Orange, Edgewater and Ponce Inlet. Gary and his staff have performed building inspections and plan review for the Town of Ponce Inlet, cities of Edgewater, Port Orange, South Daytona, Lake Helen Holly Hill, Deland, New Smyrna and Flagler Beach.

Gary's duties also include CEI for many of the firm's major projects. Recent project examples include: \$24 million membrane bioreactor (MBR) in Deltona Roadway Construction and Realignment for Volusia County, Reclaimed Water Storage and Pumping for the City of Daytona Beach and a variety of utility and public works projects and programs.

He is a licensed general contractor and chief building officer with over 40 years of inspection and construction MGT experience. Gary Wisniewski's knowledge of the Florida and international building codes is extensive and he possesses all necessary credentials to practice as both a building code administrator and a CEI manager. His experience is in both areas of practice covering utility, roadway, treatment process and vertical construction for municipal, federal and private projects.

RELATED PROJECTS

- Downtown Community Redevelopment Area Utility Undergrounding, Streetscape and Stormwater improvements, City of Flagler Beach – Flagler Beach, Florida
- Cambridge Canal Basin Drainage Improvements, City of Port Orange – Port Orange, Florida
- Virginia Avenue and Monroe Street Stormwater Improvements, City of Port Orange – Port Orange, Florida
- Minutemen Causeway Streetscape/Stormwater Improvements City of Cocoa Beach – Cocoa Beach, Florida ■



Areas of Expertise

- Field investigation
- Electrical engineering
- Construction inspection
- Construction management

Education

- Graduate of Municipal Training Institute, Pittsburgh Urban Public Works Administration, Pittsburgh, Pennsylvania
- Daytona State College, Building Tech Program

Licenses

- Florida General Contractor
- Building Code Administrator
- Plans Examiner PX2075 (Elec, Plumbing, Mech, Bldg)
- Building Inspector Coastal, One & Two family, (Bldg, Elec, Mech, Plumbing)

Certifications/Licenses

- ICC Electrical Code Official #5166779-E6
- ICC Electrical Plans Examiner #040S
- ICC Commercial Electrical Inspector #5166779-E2

Location

- Port Orange, Florida

No. Years with Mead & Hunt

- 33

Availability

- 15%



Areas of Expertise

- Wetlands delineations
- Protected species surveys
- Protected species permitting and relocations
- Environmental permitting assistance

Education

- BS, Interdisciplinary Sciences, University of West Florida
- AA, Marine Biology, Pensacola Junior College
- AA, Greenhouse Horticulture, Pensacola Junior College

Registration

- Authorized Gopher Tortoise Agent – Florida Fish and Wildlife Conservation Commission, GTA-09-001257F

Location

- New Smyrna Beach, Florida

No. Years with Biological Consulting Services

- 28

Availability

- 15%

JOE YOUNG III, BIOLOGICAL

Joe Young has more than 32 years of experience in environmental consulting. He has extensive experience in wetlands jurisdictional delineations, environmental permitting assistance, protected species surveys and relocations, and wetlands mitigation design and monitoring. Joe is in charge of environmental assessments, wetlands delineations, vegetation mapping, environmental permitting assistance, aerial photography interpretation, protected species surveys and relocations, wetlands mitigation design and monitoring and legal testimony.

RELATED PROJECTS

Reclaimed Pond Expansion, UCNSB Reclaimed Pond Expansion, Utilities Commission New Smyrna Beach – New Smyrna Beach, Florida

Joe delineated the jurisdictional wetlands limits, met with FDEP staff on site, conducted a survey of the project site for potential endangered and threatened species, a 100-percent gopher tortoise burrow survey and prepared reports documenting the results of the site work with recommendations for protection of listed species. Joe is currently providing environmental permitting support to the project engineer during the permitting process with the State and Federal agencies for the expansion of the UCNSB reclaimed pond.

Virginia and Monroe Streets Stormwater Improvements, City of Port Orange – Port Orange, Florida

Joe conducted a protected species survey of the project area and prepared a report documenting findings for this stormwater improvements project.

Port Orange Police Shooting Range, City of Port Orange – Port Orange, Florida

Joe and staff delineated the wetlands jurisdictional limits on this 62.5± acre site, met with SJWRMD staff on site for review of the wetlands limits through a pre-application process and coordinated with the project surveyor for location of the approved wetlands limits. Joe is currently under contract to provide environmental permitting support to the project engineer during the permitting process with State and Federal agencies, and to conduct a protected species survey.

New Smyrna Beach Multi-Use Trail, City of New Smyrna Beach – New Smyrna Beach, Florida

Joe delineated the jurisdictional wetlands limits, provided permitting support to the project engineer to obtain State and Federal permits, conducted the gopher tortoise burrow survey, obtained the gopher tortoise relocation permit and conducted the relocation of gopher tortoises. Joe also developed a mitigation plan for an off-site wetland restoration area, oversaw construction of the mitigation area and conducted the monitoring required for compliance with the State environmental permit. ■

MATT MCLEER, PE, GEOTECHNICAL

Matt McLeer has ECS's branch manager for the Daytona office for one year. Matt has 18 years of experience in the geotechnical engineering industry including 16 years as a project engineer providing geotechnical engineering and construction materials testing consulting services. Matt coordinates and directs geotechnical explorations for bridges, commercial developments, residential developments, industrial facilities and roadways. His experience includes shallow and deep foundation analysis, design and monitoring of ground modification procedures for problematic soil conditions, pavement design and geotechnical considerations for stormwater design.

RELATED PROJECTS

Two-Inch Water Main Mainland Phase 3, Ongoing, City of Ormond Beach – Ormond Beach, Florida

The proposed project will consist of a secondary raw water main line with an approximate length of 17,000 feet in Ormond Beach, Florida. The proposed raw water main begins near the intersection of Hand Avenue and Williamson Boulevard and then heads west ending on Granada Boulevard near an existing Florida Power and Light (FPL) Substation entrance road. ECS is performing the geotechnical evaluation for the proposed improvements to aid in project design and to provide site preparation recommendations during construction operations.

Palm Coast WTP #3, City of Palm Coast – Palm Coast, Florida

The project consisted of a water treatment plant in Palm Coast, Florida. Matt performed the geotechnical evaluation for the proposed construction. He provided geotechnical recommendations for the proposed groundwater storage facilities, the ancillary structures and the stormwater storage systems. Soil parameters and dewatering recommendations were provided to aid in the construction operations.

Bunnell Water Treatment Facility, City of Bunnell – Bunnell, Florida

The project consisted of water treatment plant improvements in Bunnell, Florida. Matt performed the geotechnical evaluation for the proposed improvements. He provided geotechnical recommendations for the proposed groundwater storage facilities as well as the stormwater storage systems. Dewatering recommendations were provided to aid in the construction operations.

Palm Coast Pump Station, City of Palm Coast – Palm Coast, Florida

Matt served as the project engineer for the geotechnical design on the pump station. He provided foundation recommendations as well as dewatering recommendations for the proposed construction. ■



Areas of Expertise

- Foundation design and analysis
- Borrow suitability analysis
- Pavement evaluation
- Ponds recovery analysis
- Threshold inspections
- Vibration monitoring

Education

- BS, Civil Engineering, Georgia Institute of Technology

Registration/Certification

- Licensed Professional Engineer—Florida
- NPDES Stormwater Inspector

Location

- Daytona Beach, Florida

No. Years with ECS

- 1

Availability

- 15%



Areas of Expertise

- Research
- Reconnaissance
- Coordination
- Right-of-way surveys
- Utility locations
- Topographic surveys
- Boundary surveys
- Construction staking

Education

- Valencia Community College

Registration/Certification

- Licensed Professional Surveyor and Mapper – Florida

Memberships

- Member of the Central Florida Chapter and Volusia County Chapters of the Florida Surveying and Mapping Society
- Florida Global Navigation Satellite Systems Users Group
- National Society of Professional Surveyors

Location

- Orlando, Florida

No. Years with SSMC

- 18

Availability

- 15%

JAMES DUNN, II, PSM, SURVEY

James Dunn is a project surveyor for the Southeastern Surveying and Mapping Corporation (SSMC) and has over 48 years of surveying and mapping experience including extensive experience in all aspects of surveying and mapping services related to designs of roads, sanitary sewer, water-line, and drainage projects. His responsibilities include research, reconnaissance, coordination and scheduling for a variety of projects. James also has experience with right-of-way surveys, utility locations, topographic surveys, boundary surveys and construction staking. Jim has the option to use SSMC's in-house GPS, Ground Penetrating Radar (GPR), Geographic information system (GIS), Terrestrial LiDAR and hydrographic capabilities. Jim's commitment to your project is to be hands on with all task assignments, to ensure that SSMC's imbedded QA/QC guidelines are being followed to confirm the delivery of a quality product on time and within budget.

RELATED PROJECTS

- Water Reclamation Facility Outfall Evaluation, Pre-Design Survey, Utility Designation/Location, City of Holly Hill – Holly Hill, Florida
- Holly Hill Pier Boundary Survey, City of Holly Hill – Holly Hill, Florida
- Overhead to Underground Conversion/Conduit System Mapping, City of Holly Hill – Holly Hill, Florida
- Mast Arm Traffic Signals at 3rd St. and US-1, Utility Designation and Verification, City of Holly Hill – Holly Hill, Florida
- Overhead to Underground Conversion (Electric), Subsurface Utility Verification with Survey, City of Holly Hill – Holly Hill, Florida
- Nova Canal North and Halifax Drainage Basins (Centerline Elevation Survey of Drainage Ditches), Supplemental Surveying Services for Field Verification and Condition Assessment of the Stormwater Facilities, Volusia County – Port Orange, Florida
- La Playa Resort Apparent Right-of-Way Survey, Establish Apparent Right-of-Way, Locate Sidewalk, Curbing, Edge of Pavement and Metal Utility Structure, Volusia County – Daytona Beach, Florida
- Williamson Blvd. Reclaimed Water Line (2200 linear feet +/-), Topographic Survey, Utility Designation/Location, Volusia County – Daytona Beach, Florida
- US 1 NW Corridor Water Main Additions/Extensions, Limited Design Topographic Survey, Volusia County – Ormond Beach, Florida
- Westside Regional Water Reclamation Facility UV Retrofit and/or Upgrade, Utility Designation/Location, Topographic Survey, Volusia County – Daytona Beach, Florida
- Wastewater Treatment Plant Mixing Zone, Bathymetric Survey, Volusia County – Edgewater, Florida ■

MIKE MYER, PSM, SURVEY

Michael Myer is the president of Myer Land Surveying. He has completed more than 200 projects for the City of Holly Hill since 1986.

HOLLY HILL PROJECTS

- Beach Street-Riverside Drainage and Water Main Projects
- 3rd Street Drainage
- Walker Street Drainage
- Fourth Street Drainage
- Water Treatment Plant Addition and Rehabilitation
- Calle Grande Drainage
- Riverside Drive Bike Path
- Center Avenue Sidewalk
- Flomich Street Sidewalk
- State Avenue 6th-8th Street Drainage,
- Water Main Repair and Replacement
- Ridgewood Avenue Undergrounding
- Ferndale Street Drainage ■



Areas of Expertise

- Surveying
- Mapping

Education

- Bachelor of Land Surveying, College of Engineering, University of Florida

Registration/Certification

- Bachelor of Land Surveying, College of Engineering, University of Florida

Memberships

- Florida Engineering Society
- Water Environment Federation
- Chairperson Holly Hill Planning and Appeals Board January 2010 to present.
- Vice-Chair Holly Hill Planning and Appeals Board January 2007 through December 2009

Location

- Holly Hill, Florida

No. Years with Myer Land Surveying

- 33

Availability

- 15%

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

FIRM HISTORY



Quentin L. Hampton, QLH Founder



A successful merger



Your Local Engineering Team

FORMERLY QLH

Quentin L. Hampton Associates, Inc. (QLH) was originally formed by Quentin L. Hampton in 1964 and was incorporated in 1967. Quentin pioneered wastewater treatment in Florida and acquired numerous patents for various treatment processes. He served as President until his retirement in 1985. Under the subsequent leadership of Rick Fernandez and Mark Hampton, QLH continued to innovate tertiary and advanced wastewater treatment facilities in the 1980s and introduced public access reclaimed water systems to Central Florida in the 1990s. As the company matured, expertise was developed in potable water, stormwater, civil, environmental and reclaimed disciplines. Throughout the company's existence, its primary focus has been personalized and innovative service for municipalities throughout Florida. Continuing contracts with current municipal clients date as far back as 1968.

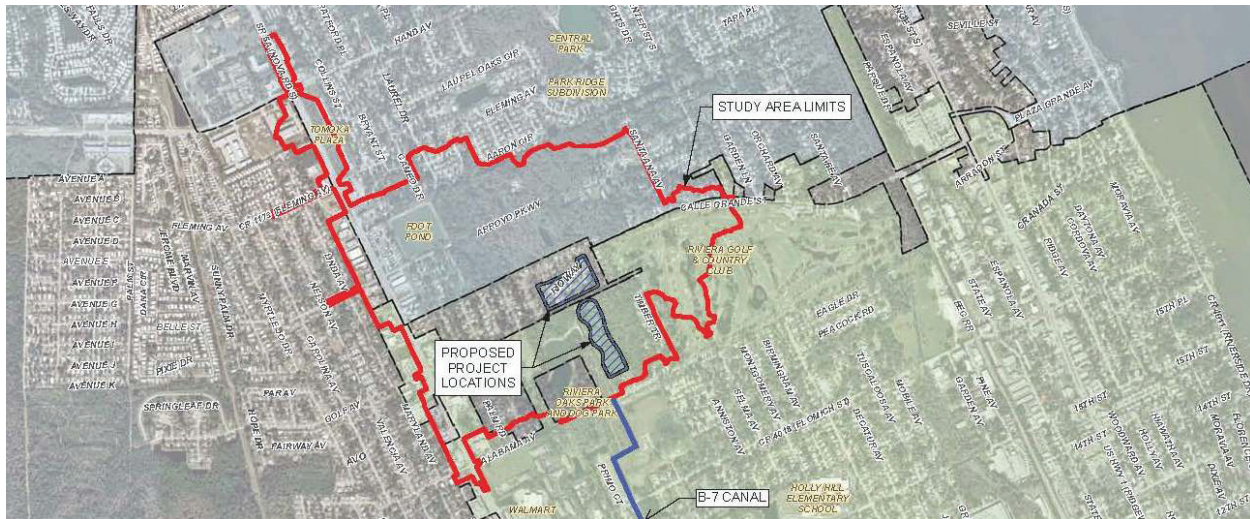
A NEW NAME, SAME GREAT SERVICE

In 2017, QLH merged with Mead & Hunt, a national firm offering comprehensive planning, design and construction engineering and inspection services for an array of architectural and engineering disciplines. The staff's multidisciplinary skills are available in offices nationwide. Daniel W. Mead, an internationally recognized expert in hydroelectric and hydraulic engineering, established the original firm in 1900. Henry Hunt, an electrical and civil engineer, became a partner in the firm in the early 1920s. Growth through this partnership allowed Mead & Hunt to diversify into other areas of engineering and architecture. The firm's services expanded to meet the country's changing social needs.

As a company, we build relationships first by listening to you and understanding your objectives. Then we apply our depth of experience to anticipate your current and future needs. With more than 30 offices nationwide, we are nearby and equipped to plan, design, and provide engineering and architectural services. ***From the moment we join you at the project kickoff, our priority is to remain close at-hand to address and manage whatever needs arise. Your satisfaction is our benchmark for success.*** ■

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

PAST EXPERIENCE



RIO WAY SUBDIVISION DRAINAGE IMPROVEMENTS, COUNTY OF VOLUSIA – VOLUSIA COUNTY, FLORIDA

In October 1995, Volusia County completed the Nova Canal System Watershed Management Plan Report (MPA), which evaluated 22.4 square miles of the Nova Canal watershed which outfalls into the Halifax River. The Nova Canal system encompasses three major outfalls; LPGA Canal in Holly Hill, the Reed Canal in South Daytona and the Halifax Canal in Port Orange. After many studies to lessen the flooding of the Riviera Oaks Subdivision (Rio Way), the County implemented the first phase of improvements for this area included Riviera Oaks Stormwater Management Park (circa 1998). In 2002, Phase II of the Riviera Oaks Stormwater Park was completed. Further flooding of the Rio Way homes prompted the County to purchase the majority of the homes to create an expanded stormwater pond.

Mead & Hunt's services were obtained to provide design, permitting and grant application assistance to the County. The Rio Way Drainage Improvement and Utility Relocation project is located within the Rio Way and the Riviera Oaks Dog Park. The popular dog park has a small dog area, shade trees, benches and drinking water. It was originally permitted to assist with solving the flooding problem with the Rio Way homes. As part of this project, in 2008 the County of Volusia purchased and removed 21 residential properties within the Riviera Oaks Subdivision with a grant obtained from the Division of Emergency Management (DEM) in 2008. The Rio Way project includes construction of the pond and merge it with the Riviera Oaks pond to become a single large pond that will provide flood attenuation and water quality improvement protection to the area. ■

Project Data

- Start: 2018
- Completion: December 2016 (design and permitting), Ongoing (Construction)
- Mead & Hunt fees: \$33,670
- Total project cost (est.): \$1.66 million

Key Staff

- Andrew Giannini, PE – Project Manager

Services Provided

- Design
- Permitting
- Grant application assistance

Contact: Judy Grim, PE
 Director of Road and Bridge
 Operations
 Volusia County
 386-736-2700
 jgrim@volusia.org

III – SPECIALIZED EXPERTISE OF TEAM MEMBERS – PAST EXPERIENCE

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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Project Data

- Start: 2013
- Completion: 2013
- Mead & Hunt fees: \$183,207
- Total project cost (est.): \$2.9 million

Key Staff

- Andrew Giannini, PE – Project Manager

Services Provided

- Conceptual planning
- Cost estimating
- Damage assessment estimates

Contact: Lynn Stevens
Public Works Director
City of Port Orange
386-506-5750
lstevens@port-orange.org

DUNLAWTON AVENUE DRAINAGE IMPROVEMENTS & HALIFAX CANAL RECLAIMED WATER AUGMENTATION, CITY OF PORT ORANGE – PORT ORANGE, FLORIDA

This project solved a significant drainage problem in the area of Dunlawton Avenue (S.R. 421) between the F.E.C. Railroad and Spruce Creek Road. Dunlawton Avenue is a major evacuation route for residents to the east that live not only in Port Orange but also in the communities of Daytona Beach Shores, Wilbur-By-The-Sea, and Ponce Inlet. The road had flooded to levels that required lanes to be closed. During the most recent flooding event in May 2009, flood levels reached elevations causing FDOT/City to close the road for several days.

The City hired Mead & Hunt to perform an analysis and determine if there were economically feasible solutions. Mead & Hunt studied the drainage system and developed a plan to isolate Dunlawton Avenue in this area and provided additional stormwater detention areas with a pumping system that would allow the stages to be reduced below the road level within hours of a storm event. A tide gate was devised to reduce the impact of the high tides causing additional flooding and allow for the harvesting of the stormwater in the canal during normal periods for reclaimed water augmentation. The harvested stormwater can be pumped to the WWTP filter system to be treated to levels that allow it to be used in the reclaimed water system.

The City requested funding assistance from several state agencies during the planning process that Mead & Hunt assisted with in providing conceptual plans, cost estimating and damage assessment estimates. The City requested the State of Florida fund a major portion of the project through the legislative budgeting process in 2010. The project was passed over that year, but did get funded the following year for the amount of \$1.25 million.

During that same period, the City submitted an application to secure funding through FDEP's TMDL program. Mead & Hunt provided the required application information such as water quality improvement data resulting from the expanded pond and reduced discharge to the Halifax River through the reclaimed water augmentation system that was proposed. The grant requires post-construction monitoring of the project to ensure the project will create the improvements stated in the application. Mead & Hunt created a Quality Assurance Project Plan (QAPP) to that end, which was sent to FDEP for approval. The plan described the detailed monitoring required of the improvements by collection of inflows and discharges and testing of samples by a certified laboratory. An additional source of funding was secured through FDOT's Joint Participation Agreement. The City had been in talks with FDOT to assist with funding the project for several years. FDOT had resisted until the flooding that occurred in May 2009. FDOT agreed to assist with a JPA grant in the amount of \$2.5 million. ■

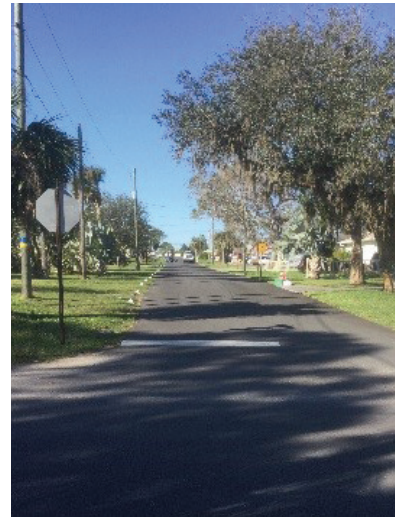
EAST THOMAS STREET SEPTIC TANK ELIMINATION AND STORMWATER IMPROVEMENTS, CITY OF EDGEWATER – EDGEWATER, FLORIDA

This project included septic tank elimination by installing a gravity sewer within an existing residential neighborhood. The improvements included stormwater treatment, paved roadways and new potable water lines. The project area is within the Indian River north watershed and was partially funded by the SJRWMD cost share grant.

The septic tank elimination included installation of approximately 2,000 linear feet of gravity sewer and eight manholes to serve 34 customers. The new sewer was able to connect by gravity to an existing manhole serving adjacent areas. Approximately 2,800 linear feet of new six- and two-inch water main was installed to replace existing undersized galvanized water mains. Two new fire hydrants were installed for fire protection within the area.

Stormwater improvements included approximately 900 linear feet of exfiltration trench and 1,100 linear feet of sodded swale for stormwater detention and treatment. A baffle box was installed for further treatment before discharge to the Intracoastal Waterway.

The septic tank elimination and stormwater improvements reduced loading to the Indian River Lagoon by approximately 1,498 pounds per year total bound nitrogen and 257 pounds per year total phosphorus. ■



Project Data

- Start: 2015
- Completion: 2016
- Mead & Hunt fees: \$92,055 (design), \$53,433 (construction)
- Total project cost (est.): \$704,117

Key Staff

- Kevin Lee, PE – Project Manager

Services Provided

- Planning
- Design
- Grant assistance
- Construction engineering and inspection (CEI)
- Loan administration

Contact: Brenda Dewees
City of Edgewater
Director of
Environmental Services
386-424-2476
bdeweese@cityofedgewater.org

III – SPECIALIZED EXPERTISE OF TEAM MEMBERS – PAST EXPERIENCE

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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III – SPECIALIZED EXPERTISE OF TEAM MEMBERS – PAST EXPERIENCE

CLIENT	CONTINUING SERVICES SINCE	TYPE OF SERVICE	CONTACT
Cocoa Beach	1968	Professional Engineering Services; Construction Engineering and Inspection; Dredging Services	Wayne Carragino: 321-868-3215 wcarragino@cityofcocoabeach.com
Port Orange	1980	Community Development and Inspection; Master Engineering Services (Civil and Utilities)	Kenny Ho: 386-506-5754 kho@port-orange.org
DeLand	1987	Professional Engineering Services (Civil and Utilities)	Keith Riger, PE: 386-626-7197 rigerk@deland.org
Ormond Beach	1992	Professional Engineering Services (Civil and Utilities)	John Noble, PE: 386-676-3302 noble@ormondbeach.org
Edgewater	1994	Professional Engineering Services (Civil and Utilities)	Brenda DeWees: 386-424-2400 bdeweess@cityofedgewater.org
Holly Hill	1995	Professional Engineering Services; Building Inspection (Civil and Utilities)	Walt Smyser: 386-248-9463 wsmyser@hollyhillfl.org
South Daytona	1995	Professional Engineering Services (Civil and Utilities)	Les Gillis: 386-322-3080 lgillis@southdaytona.org
Cocoa	1997	Professional Engineering Services (Water/Wastewater, Civil, Stormwater and Streetscape)	Ed Wegerif, PE: 321-433-8777 ewegerif@cocoafll.org
Volusia County	1998	Utility Engineering; CEI; Stormwater and Environmental; On Call Stormwater	Scott Mays: 386-943-7027 smays@volusia.org
Orange City	2001	Professional Engineering Services (Civil and Utilities)	Migdalia Hernandez: 386-775-5447 mhernandez@ourorangecity.com
Ponce Inlet	2001	Professional Engineering Services (Civil and Utilities)	Jeaneen Witt: 386-236-2150 jwitt@ponce-inlet.org
New Smyrna Beach	2002	Professional Engineering Services (Civil)	Khalid Resheidat: 386-410-2600 kresheidat@cityofnsb.com
Flagler Beach	2003	Professional Engineering Services (Civil and Utilities)	Fred Griffith: 386-517-2000 fgriffith@cityofflaglerbeach.com
Satellite Beach	2006	Professional Engineering Services (Civil)	Allen Potter: 321-777-2309 apotter@satellitebeach.org
Brevard County	2009	Stormwater; Professional Engineering and Consulting (Civil and Utilities)	Mark Reagan: 321-633-2089 mark.reagan@brevardfl.gov
Deltona	2009	On Call Water Resources, Wastewater and Water Utilities; On Call Stormwater Engineering; On Call Civil Engineering	Matt Doan: 386 -878-8973 mdoan@deltonafl.gov
Cape Canaveral	2011	Professional Engineering Services (Civil and Utilities)	Jeff Ratliff: 321-868-1223 j.ratliff@cityofcapecanaveral.org
Daytona Beach	2015	Civil Engineering; Commercial Plans, Examining and Building Inspection	Shannon Ponitz: 386-671-8825 ponitzshannon@codb.us

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

ENVIRONMENTAL CONSULTING EXPERIENCE & FAMILIARITY

Mead & Hunt has been in the environmental consulting business since 1964. ***We have been Holly Hill's continuing consultant since 1995 and we appreciate the opportunity to continue in this capacity.***

Mead & Hunt currently has continuing services contracts with most of the municipalities in Volusia County, and a few in Brevard and Flagler Counties. Our expertise lies in civil and environmental engineering fields including water, wastewater, stormwater and civil site design. We have helped the City of Holly Hill in numerous stormwater improvement projects over the years including the SRF stormwater Improvements projects from 2002 to 2005. Since then, we helped update the City's Stormwater Master Plan. The projects listed in this RFQ were identified as recommended projects in the Master Plan.

The following is a list of stormwater projects completed for the City by Mead & Hunt.

HOLLY HILL STORMWATER PROJECTS	
SRF Stormwater Improvement Parts A and B	Miscellaneous Drainage Improvements 2005
6th Street and US-1 Drainage Study	Carswell Avenue and State Street Drainage Improvements
Ferndale and Magnolia Drainage Improvements	Stormwater Master Plan Update

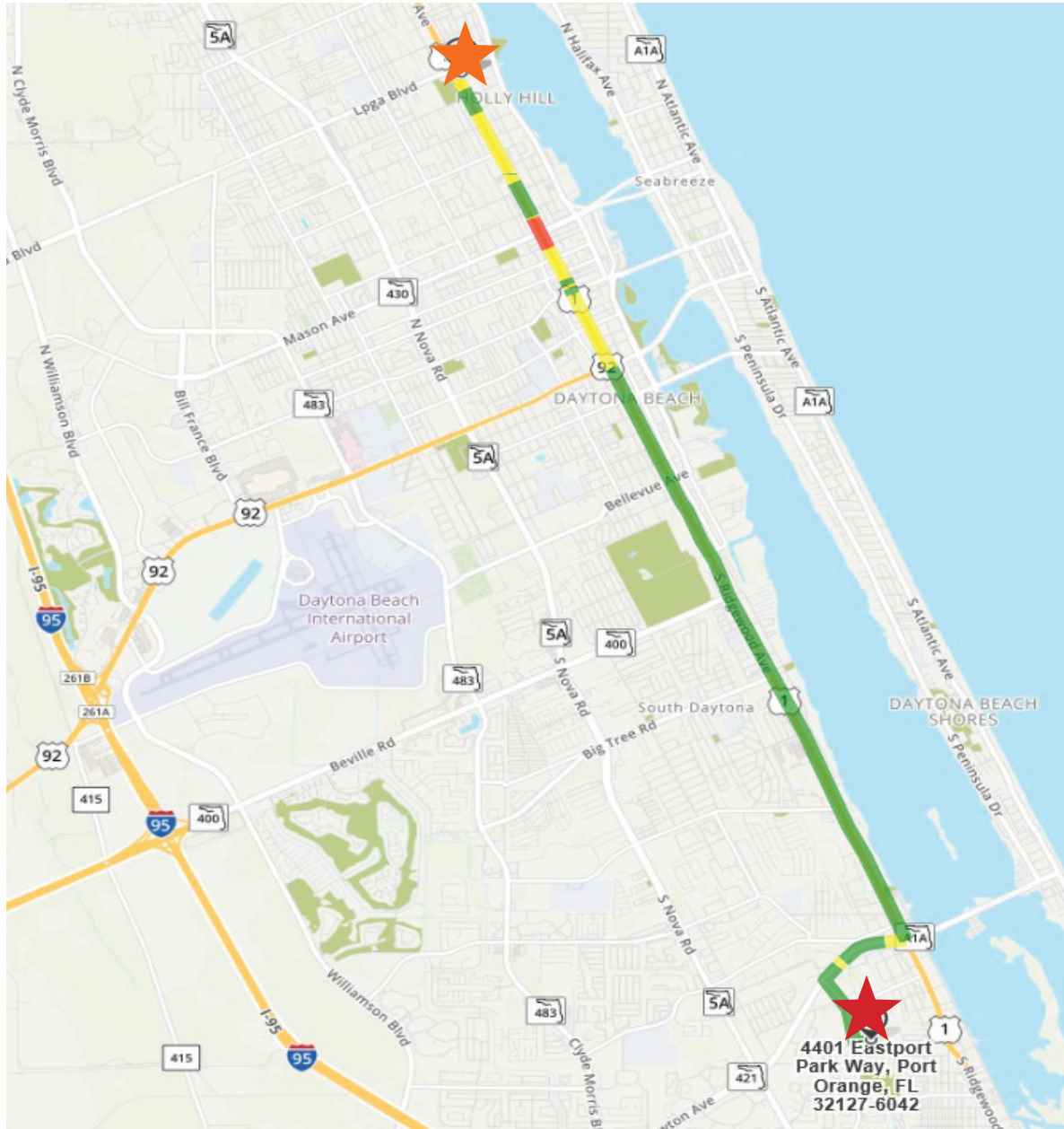
The above list is proof that Mead & Hunt is very familiar with the City's stormwater system and the internal workings of the City's infrastructure including water wastewater and public works systems. ■

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

LOCATION

Mead & Hunt's primary Florida office is located at 4401 Eastport Parkway, Port Orange, 32127 in Volusia County. ***Our office is nine miles away from the City of Holly Hill.*** Our primary technical operations are conducted in our Port Orange office. All of the Mead & Hunt team members listed in this proposal work out of the Port Orange office.

Mead & Hunt provides responsive services with this primary office arrangement. We are dedicated to bringing the City the necessary resources in the right location in order to exceed your expectations. ■



- ★ Holly Hill
- ★ Mead & Hunt, Inc. Port Orange office

III. SPECIALIZED EXPERTISE OF TEAM MEMBERS

REFERENCES

VOLUSIA COUNTY

Judy Grim, PE

Director of Road and Bridge Operations
123 West Indiana Avenue
Deland, Florida 32720
386-736-2700
jgrim@volusia.org
Continuing professional engineering services since 1998

CITY OF PORT ORANGE

Lynn Stevens

Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
386-506-5750
lstevens@port-orange.org
Continuing professional engineering services since 1980

CITY OF FLAGLER BEACH

Fred Griffith

City Engineer
105 S 2nd Street
Flagler Beach, Florida 32136
386-517-2000
fgriffith@cityofflaglerbeach.com
Continuing professional engineering services since 2003

CITY OF SATELLITE BEACH

Allen Potter, PE

Public Works Director
530 Cinnamon Drive
Satellite Beach, Florida 32937
321-777-2309
apotter@satellitebeach.org
Continuing professional engineering services since 2006 ■

It is with great pleasure that I acknowledge the high level of professionalism exhibited by David King during the recently completed stormwater project at the Ocean Palm Subdivision and Golf Course in Flagler Beach. David has long been a favorite with our City Commission.

– Kay Mcneely
Former Program Manager
City of Flagler Beach

III – SPECIALIZED EXPERTISE OF TEAM MEMBERS – REFERENCES

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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IV. CUSTOMER LISTING

CLIENT	PROJECT	SERVICES	TIME FRAME	CONTACT
Cocoa Beach 2 S Orlando Ave., Cocoa Beach, FL 32932 321-868-3200	Minutemen Causeway	CEI Services, Grant administration, Design, Permitting, Bidding, CE	2016-2017	Bob Torres 321-868-32919 rtorres@cityofcocoa-beach. com
Cocoa 65 Stone Street Cocoa, FL 32922 321-433-8800	Diamond Square Regional Stormwater Facility	Design, Permitting, CE	2014-2016	Ed Wegerif, PE 321-433-8777 ewegerif@cocoaf1.org
Edgewater 104 North Riverside Dr. Edgewater, FL 32132 386-424-2400	Lamont and Hubbell Ave. Stormwater Improvements	Design, Permitting, Bidding, CEI	2015-2018	Brenda DeWees 386-424-2400 bdeweess@cityofedgewa- ter.org
Edgewater 104 North Riverside Dr. Edgewater, FL 32132 386-424-2400	Boston Rd. and South Riverside Dr. Stormwater Improvements	Design, Permitting, Bidding, CEI	2016-2017	Brenda DeWees 386-424-2400 bdeweess@cityofedgewa- ter.org
Flagler Beach 105 S 2nd St. Flagler Beach, FL 32136 386-517-2000	Ocean Palm Subdivision Storm Division Stormwater Improvements	Design, Permitting, Bidding, CEI	2016-2017	Fred Griffith 386-517-2000 fgriffith@cityofflagler- beach.com
Flagler Beach 105 S 2nd St. Flagler Beach, FL 32136 386-517-2000	South Central Drainage Improvements	Design, Permitting, Bidding, CEI	2016-2017	Fred Griffith 386-517-2000 fgriffith@cityofflagler- beach.com
Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117 386-248-9420	Stormwater Master Plan Update	Design, Permitting, Bidding, CEI, Planning	2015-2016	Walt Smyser 386-248-9463 wsmyser@hollyhillfl.org
Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117 386-248-9420	Ferndale Street/ Magnolia Drainage Improvements	Design, Permitting, Bidding, CEI, Planning	2017	Walt Smyser 386-248-9463 wsmyser@hollyhillfl.org
New Smyrna Beach 210 Sams Ave. New Smyrna Beach, FL 32168 386-410-2600	Cunningham Drive Drainage Improvements	Design, Permitting, Bidding, CE, Drainage Study	2016-2018	Khalid Resheidat 386-410-2600 kresheidat@cityofnsb.com
Port Orange 1000 City Center Circle Port Orange, FL 32129 386-506-5563	Sleepy Hollow Subdivision Drainage System Evaluation	Drainage Study	2017	Lynn Stevens 386-506-5751 lstevens@port-orange.org

Continued on the next page...

IV – CUSTOMER LISTING

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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IV – CUSTOMER LISTING

Continued from previous page

CLIENT	PROJECT	SERVICES	TIME FRAME	CONTACT
Port Orange 1000 City Center Circle Port Orange, FL 32129 386-506-5563	White Acres Utility Improvements	Design, Permitting	2016	Lynn Stevens 386-506-5751 lstevens@port-orange.org
Port Orange 1000 City Center Circle Port Orange, FL 32129 386-506-5563	Howes Street Drainage Improvements	Design, Permitting	2017	Lynn Stevens 386-506-5751 lstevens@port-orange.org
Port Orange Port Orange 1000 City Center Circle Port Orange, FL 32129 386-506-5563	Virginia Monroe Drainage Improvements	Design, Permitting	2015-2018	Lynn Stevens 386-506-5751 lstevens@port-orange.org
Satellite Beach 565 Cassia Blvd, Satellite Beach, FL 32937 321-773-4407	Desoto Park Stormwater Facility	Design, Permitting, Bidding, CEI	2016-2018	Allen Potter 321-777-2309 apotter@satellitebeach.org
Volusia County 123 W. Indiana Ave. DeLand, FL 32720 386-736-2700	Rio Way Drainage Improvements	Design, Permitting, Bidding	2016-2018	Judy Grim, PE 386-822-6422 jgrim@volusia.org

V. ACCEPTANCE OF CONDITIONS

Mead & Hunt hereby accepts the general terms and conditions listed in the RFQ. We do have once suggestion. The general terms and conditions state the term of the agreement shall be one year. The City may want to extend this term as needed due to construction which may extend beyond one year. We suggest a minimum of two years. ■

V – ACCEPTANCE OF CONDITIONS

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VI. DOCUMENTS

PROFESSIONAL LICENSES & MEMBERSHIPS



Mead & Hunt is a member or associated with the following professional associations and organizations:

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)
- International Code Council (ICC) Building Officials Association of Florida (BOAF)
- Water Environment Federation (WEF)
- Florida Stormwater Association (FSA)
- Volusia League of Cities
- Space Coast League of Cities
- Chambers of Commerce for cities of Holly Hill and Port Orange/ South Daytona

Mead & Hunt engineers have prepared articles and presented technical papers at AWWA, FWEA and WEF conferences. The firm's engineers have served as Chapter Presidents for the Florida Engineering Society. It is an important aspect of professional development and a priority for Mead & Hunt engineers, inspectors and technicians. ■

VI – DOCUMENTS – PROFESSIONAL LICENSES & MEMBERSHIPS

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

STANDARD CONTRACT AGREEMENT

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

Professional Design Services for HMGP Drainage Projects Request for Qualification (RFQ) #19-PW-01

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between Mead & Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway Port Orange, Florida 32127 hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-03), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

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

For Contractor:

David King, PE, Business Unit Leader (Name, Title)
Mead & Hunt, Inc. (Company)
4401 Eastport Parkway (Address)
Port Orange, Florida 32127 (City, State, Zip)
386-761-6810 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-RFQ# 19-PW-01 – Professional Design Services for HMGP Drainage Projects

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VII – REQUIRED FORM SUBMITTALS – STANDARD CONTRACT AGREEMENT

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

Quinn S. Lusk

M. McManis

FIRMS Mead & Hunt, Inc.

By: _____
David King, Business Unit Leader

Dated: 10/29/2018

Attachments: A. RFQ #19-PW-01

B. Firm Response to RFQ

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

VII. REQUIRED FORM SUBMITTALS

PROPOSERS CHECKLIST

PROPOSER CHECK LIST

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

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

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

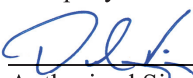
CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 19-PW-01**", Qualification Title "**PROFESSIONAL DESIGN SERVICES FOR HMGP Drainage Projects**" and October 31, 2018 "**@ 10:00 pm**".
- ☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Mead & Hunt, Inc.

Company



Authorized Signature

David King, PE, Business Unit Leader

Printed Name & Title

david.king@meadhunt.com

Email

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

386-761-6810

Telephone No.

386-761-3977

Fax No.

VII – REQUIRED FORM SUBMITTALS – PROPOSERS CHECKLIST

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT

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

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

Mead & Hunt, Inc.

Company

David King

Authorized Signature

David King, PE, Business Unit Leader

Printed Name & Title

david.king@meadhunt.com

Email

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

386-761-6810

Telephone No.

386-761-3977

Fax No.

State of Port Orange)

City of Florida)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2018, by

David King, PE, who is personally known to me to be the

Business Unit Leader for the Firm, OR who produced the following

identification: _____

Erika S. Lustik

Notary Public

My Commission Expires: _____



VII. REQUIRED FORM SUBMITTALS

PROPOSERS QUALIFICATION FORM

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
See attachment		\$
		\$
		\$

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

None

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☒ No

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

FEES:

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

\$ 1,113,251 Total Fees for work done on all City projects

See attachment

VII – REQUIRED FORM SUBMITTALS – PROPOSERS QUALIFICATION FORM

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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MAJOR WORK PRESENTLY UNDER CONTRACT:

% COMPLETE	PROJECT	CONTRACT AMOUNT
90%	Ferndale Street Pond	\$36,758.50
33%	Flamingo Drive & Lakewood Drive Water Main	\$76,330.00
72%	Lift Station #3 Rehabilitation	\$33,160.00
97%	US1 Utility Undergrounding	\$138,655.00
70%	US1 Utility Undergrounding ITS Relocation	\$48,481.25
87%	Wastewater Valve Replacement	\$23,660.00
69%	WWTP IP Program Development & Permitting	\$25,000.00
77%	WWTP Permit Renewal & Consent Order	\$23,500.00

FEES:**City of Holly Hill Projects in the Past 5 Years:**

Project	Total Fees Received
WW Valve Replacement 2017	\$20,995.00
WWTP Permit Renewal & Consent Order	\$18,625.00
WWTP IP Program Development & Permit	\$17,250.00
Building Inspection Plan Review	\$80,823.00
LPGA Water Main Adjustments	\$12,538.00
Stormwater Master Plan Update	\$114,599.00
Ferndale Pond	\$33,060.00
Flamingo Dr. & Lakewood Dr. Water Main	\$25,388.00
10 th Street & State Avenue Drainage Assessment	\$6,186.00
US1 Utility Undergrounding	\$134,531.00
US1 Utility Undergrounding ITS Relocation	\$34,196.00
US1 Median Landscaping Design & Bidding Assistance	\$8,275.00
US1 Median Landscaping Construction	\$54,980.00
LS 1 Rehabilitation	\$36,540.00
LS 7 Rehabilitation	\$28,818.00
WWTP Biological Treatment Units	\$7,180.00
WRF Outfall Evaluation & Rehabilitation	\$5,040.00
LS 3 Rehabilitation	\$23,730.00
Flood Map Update	\$400.00
Water System Improvements between US1 & Riverside Dr. Phase II	\$29,213.00
LS 12 Rehabilitation	\$29,599.00
LS 16 Rehabilitation	\$31,553.00
Potable Water Well Generators	\$21,158.00
Water System Improvements Capital Projects	\$84,915.00
Fluoride Injection Point Relocation	\$1,800.00
2011 CRA WW LS Improvements	\$66,816.00
LS 17 Rehabilitation CRA Funding	\$21,968.00
WWTP Operating Permit Renewal	\$16,500.00
WTP Piping	\$1,200.00
WTP Improvements FY13 and WWTP Outfall Repair	\$16,940.00

Project	Total Fees Received
LS 6 Rehabilitation	\$13,662.00
Fire Hydrant Replacement 2014	\$3,164.00
Water Treatment Lab Refurbishment	\$4,717.00
WWTP Sludge Press Building Overhead Doors	\$8,052.00
Lime Silo Dust Arrestor	\$16,420.00
3 rd Street & US1 Signalization Improvements	\$14,360.00
Water Meter Radio Antenna Support	\$1,650.00
Public Works Complex Main Switchgear Replacement	\$28,920.00
WWTP AO Compliance Assistance	\$5,800.00
LPGA US1 Mast Arm Utility Relocates	\$2,990.00
US1 Median Landscaping	\$15,500.00
Rio Way Area Sanitary Sewer Improvements	\$13,200.00
Total Fees	\$1,113,251.00

VII – REQUIRED FORM SUBMITTALS – PROPOSERS QUALIFICATION FORM

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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REFERENCES:Bank(s) Maintaining Account(s): Mr. Scott Cooney, Sr. Vice President, Chase Bank, 22 East MifflinStreet, Madison, WI 53703. 262-717-7511, scott.m.cooney@chase.com

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

See additional sheet attached.**TYPE OF FIRM:**

☒ Corporation/Years in Business: 118. If firm is a corporation, please list state in which it is incorporated: Wisconsin. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____☐ Sole Proprietorship/Years in Business: _____☐ Other: Please list: _____

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

Mead & Hunt, Inc.

Company

Authorized Signature

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

David King, PE, Business Unit Leader

Printed Name & Title

386-761-6810

Telephone No.

david.king@meadhunt.com

Email

386-761-3977

Fax No.



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

October 23, 2018

Holly Hill

Re: Credit Information

History

Mead & Hunt, Inc. was established in 1900 (incorporated on November 30, 1949). We currently employ 500+ employees. Our Tax. I.D. number is 39-0793822. Our D&B number is 06-686-2558.

You can find information about our services and our 30+ office location on our website at:
www.meadhunt.com.

Our Principal Officers are Andy Platz (CEO and President), Rusty Chesmore (Secretary/VP), and Amy Squitieri (Treasurer/VP).

Bank Reference

Mr. Scott Cooney, Sr. Vice President, Chase Bank, 22 East Mifflin Street, Madison, WI 53703.
Mr. Cooney can be reached by telephone (262) 717-7511, facsimile (262) 798-7811, or email
scott.m.cooney@chase.com.

Trade References

Digital Prints & Imaging (707) 546-0401
srbadmin@sonic.net
375 Tesconi Circle
Santa Rosa, CA 95401

Pellitteri Waste Systems (608) 257-4285
7035 Raywood Rd.
PO Box 259426
Madison WI 53725

BPI Blueprints, Inc. (414) 327-5010
11331 W. Rogers St.
Milwaukee, WI 53227

Should you have any questions or require additional information, please feel free to contact us.

Sincerely,

MEAD & HUNT, Inc.

Tami Lipske
Accounts Payable/Accounting Specialist

VII – REQUIRED FORM SUBMITTALS – PROPOSERS QUALIFICATION FORM

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

DECLARATION STATEMENT

DECLARATION STATEMENT

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

RE: RFQ NO. 19-PW-01 - "PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS FOR THE CITY OF HOLLY HILL"

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.065(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #18-PW-06**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 29th day of October, 2018 in the City of Port Orange, in the State of Florida.

Mead & Hunt, Inc.

Company



Authorized Signature

David King, PE, Business Unit Leader

Printed Name & Title

david.king@meadhunt.com

Email

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

386-761-6810

Telephone No.

608-273-6391

Fax No.

VII. REQUIRED FORM SUBMITTALS

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per Occurrence
☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.	
☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

VII – REQUIRED FORM SUBMITTALS – INSURANCE REQUIREMENTS

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ** Number and **PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS**.

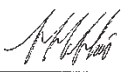
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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Mead & Hunt, Inc.
Company

4401 Eastport Parkway
Address



Authorized Signature

Port Orange, FL 32127
City, State, Zip Code

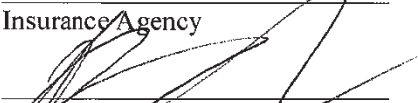
Vice President/Market Leader
Printed Name & Title

386-761-6810
Telephone No.

brad.blais@meadhunt.com
Email

386-761-3977
Fax No.

Hausmann-Johnson Insurance
Insurance Agency



Signature of Proposer's Agent

*Hausmann-Johnson Insurance is providing evidence of insurability with respect to Commercial General Liability, Commercial Auto Liability, and Workers Compensation

INSURANCE REQUIREMENTS (Continued)

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

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

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFQ** Number and PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS.

=====

This applies to Professional Liability coverage only.
PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Mead & Hunt, Inc.
Company

4401 Eastport Parkway
Address


Authorized Signature

Port Orange, FL 32127
City, State, Zip Code

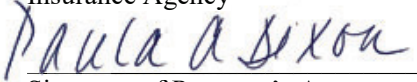
Vice President/Market Leader
Printed Name & Title

386-761-6810
Telephone No.

brad.blais@meadhunt.com
Email

386-761-3977
Fax No.

Holmes Murphy & Associates
Insurance Agency


Signature of Proposer's Agent

October 22, 2018

VII. REQUIRED FORM SUBMITTALS

DRUG FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

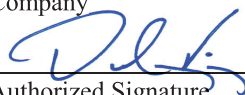
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ YES
☐ NO

Mead & Hunt, Inc. _____

Company



Authorized Signature

David King, PE, Business Unit Leader

Printed Name & Title

david.king@meadhunt.com

Email

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

386-761-6810

Telephone No.

386-761-3977

Fax No.

VII. REQUIRED FORM SUBMITTALS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

David King, PE _____, being first duly sworn, deposes and says that:

He/she is Business Unit Leader of Mead & Hunt, Inc., Proposer that has submitted the attached Qualification;

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

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

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

Mead & Hunt, Inc.

Company

[Signature]

Authorized Signature

David King, PE, Business Unit Leader

Printed Name & Title

david.king@meadhunt.com

Email

4401 Eastport Parkway

Address

Port Orange, Florida 32127

City, State, Zip Code

386-761-6810

Telephone No.

386-761-3977

Fax No.

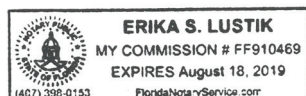
Subscribed and sworn to before me this 29th day of October, 2018.

[Signature]

Administrative Assistant

Title

My Commission Expires:



VII – REQUIRED FORM SUBMITTALS – NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

RFQ #19-PW-01 Professional Design Services for HMGP Drainage Projects

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

Mead & Hunt, Inc.

(Professional Consultant)

agrees to provide PROFESSIONAL SURVEYING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/DESIGN SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS within 365 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 29th day of October, 2018
(Month) (Year)

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

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  / David King, PE
(Signature) (Print name)

Address: Mead & Hunt, Inc.

4401 Eastport Parkway, Port Orange, FL 32127

Telephone: (386) 761-6810 Fax: (386) 761-3977

Taxpayer Identification Number (TIN/EIN): 39-0793822

State Under Which Corporation Was Chartered:

Wisconsin

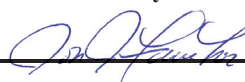
Corporate President: Andy Platz
(Print Name)

Corporate Secretary: Jon Faucher
(Print Name)

Corporate Treasurer: Amy Squitieri
(Print Name)

CORPORATE SEAL

Attest By: Jon Faucher
Secretary

Signature:  Date: 10/29/2018

VII. REQUIRED FORM SUBMITTALS

COMPLIANCE WITH PUBLIC RECORDS LAW

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

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

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

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

Company Name: Mead & Hunt, Inc.

Authorized representative (printed): David King, PE

Authorized representative (signature): 

Project Number: **RFQ 19-PW-01** Date: 10/29/2018

REQUIRED FORM SUBMITTALS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, **Southeastern Surveying and Mapping Corporation**, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Southeastern Surveying and Mapping Corporation

Company



Authorized Signature

Gary B. Krick, PSM / President

Printed Name & Title

6500 All American Blvd.

Street Address

Orlando, FL 32810

City, State, Zip

10/31/2018

Date

City of Holly Hill

Sub-Recipient's Name

H0085

DEM Contract Number

4283-79-R

FEMA Project Number

VII – REQUIRED FORM SUBMITTALS – CERTIFICATION

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, BIOLOGICAL CONSULTING SERVICES, INC., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

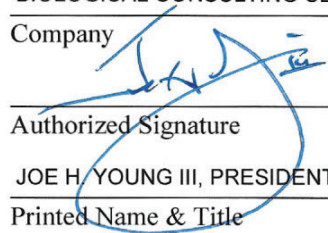
SUBCONTRACTOR

BIOLOGICAL CONSULTING SERVICES, INC.

Company

City of Holly Hill

Sub-Recipient's Name



Authorized Signature

H0085

DEM Contract Number

JOE H. YOUNG III, PRESIDENT

Printed Name & Title

4283-79-R

FEMA Project Number

208 RUSH STREET

Street Address

NEW SMYRNA BEACH FL 32168

City, State, Zip

OCTOBER 23, 2018

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, ECS Florida LLC, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

ECS Florida LLC
Company

City of Holly Hill
Sub-Recipient's Name

Matt Mcleer
Authorized Signature

H0085
DEM Contract Number

Matt Mcleer Vice President
Printed Name & Title

4283-79-R
FEMA Project Number

2330 South Nova Road, Suite A
Street Address

South Daytona FL 32119
City, State, Zip

10/23/2018
Date

VII – REQUIRED FORM SUBMITTALS – CERTIFICATION

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

© 2018 Mead & Hunt

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Michael M. Myer, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Myer Land Surveying, Inc.
Company

City of Holly Hill

Sub-Recipient's Name

Michael M. Myer
Authorized Signature

H0085

DEM Contract Number

Michael M Myer President, MS
Printed Name & Title

4283-79-R

FEMA Project Number

316 Ridgewood Ave
Street Address

Holly Hill, FL 32117
City, State, Zip

10-25-18
Date

VII. REQUIRED FORM SUBMITTALS

REFERENCES FORM

REFERENCES FORM

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

1. Name of Company: Volusia County
 Address: 123 West Indiana Avenue Deland, Florida 32720
 Point of Contact: Judy Grim, PE
 Phone #: 386-736-2700 Email address: jgrim@volusia.org
 Service(s) Provided: Continuing Professional Engineering Services

 Dates of Service: Since 1998

2. Name of Company: City of Port Orange
 Address: 1000 City Center Circle Port Orange, Florida 32129
 Point of Contact: Lynn Stevens
 Phone #: 386-506-5750 Email address: lstevens@port-orange.org
 Service(s) Provided: Continuing Professional Engineering Services

 Dates of Service: Since 1980

3. Name of Company: City of Flagler Beach
 Address: PO Box 70 Flagler Beach, Florida 32136
 Point of Contact: Kay McNeely
 Phone #: 386-517-2000 Email address: kmcneely@cityofflaglerbeach.com
 Service(s) Provided: Continuing Professional Engineering Services

 Dates of Service: Since 2003

4. Name of Company: City of Satellite Beach
 Address: 530 Cinnamon Drive Satellite Beach, Florida 32937
 Point of Contact: Judy Grim, PE
 Phone #: 321-777-2309 Email address: apotter@satellitebeach.com
 Service(s) Provided: Continuing Professional Engineering Services

 Dates of Service: Since 2006

VII – REQUIRED FORM SUBMITTALS – REFERENCES FORM

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

PUBLIC ENTITY CRIME STATEMENT

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by David King, PE, Business Unit Leader

(Print Individual's Name and Title)

for Mead & Hunt, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 4401 Eastport Parkway, Port Orange, FL 32127

and (if applicable) its Federal Employer Identification Number (FEIN) is 39-0793822

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business

VII. REQUIRED FORM SUBMITTALS

VENDOR INFORMATION

VENDOR INFORMATION

Vendor is:

(☒) Corporation

(☐) Partnership

(☐) Sole Proprietorship

(☐) Other _____ (Explain)

Federal Employer Identification Number: 39-0793822

Firm Name: Mead & Hunt, Inc.

Mailing Address: 4401 Eastport Parkway, Port Orange, FL 32127

Telephone No.: 386-761-6810 Fax No.: 386-761-3977

Email Address: david.king@meadhunt.com Web Address: www.meadhunt.com

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

VII. REQUIRED FORM SUBMITTALS

W9

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mead and Hunt, Inc.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 2440 Deming Way		Requester's name and address (optional)
6 City, state, and ZIP code Middleton, WI 53562		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number 3 9 - 0 7 9 3 8 2 2		or Employer identification number 3 9 - 0 7 9 3 8 2 2
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ Date ▶ <u>1-8-2018</u>	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

VII – REQUIRED FORM SUBMITTALS – W9

Attachment: RFQ 19-PW-01 Mead & Hunt (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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VII. REQUIRED FORM SUBMITTALS

ADDENDA

**ADDENDUM NUMBER 1
RFQ 19-PW-01
PROFESSIONAL DESIGN SERVICES HMGP
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ 19-PW-01** for the above **PROFESSIONAL DESIGN SERVICES HMGP** as fully and completely as if the same were fully set forth therein.

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

All Proposals are to be delivered before 10:00 a.m., local time, on or before October 31, 2018 to:

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

QUESTIONS AND ANSWERS

- Q1. Per page 14, Tab III, bullet number six states that we should provide past experience in providing similar consulting services to governmental entities. Is this request for the firm as a whole, or each individual team member?
- A1. The whole Firm not individuals
- Q2. Per page 14, Tab III, bullet number seven states that we should “Describe the team’s previous experience in environmental consulting.” Is this the same request as bullet number six? Can you further define what you are looking for in this section?
- A2. What the City is looking for is projects that are similar to the RFQ that the firm has completed in the past or working on now and any innovative ideas that were used to complete the requested task
- Q3. Per page 14, Tab III, bullet number 10 states that we should “Provide a client listing and a minimum of four (4) current or previous references, (2) must be in State of Florida, for similar projects as defined by the Scope of Service herein. Include the term of the relationship(s), current status and individual, contact name, address, email, and telephone number.” Is the client listing request the same as bullet number six in Tab III and the customer listing on Tab IV? If not, can you define the difference in the requests for each? Should we use the provided reference form for this section?
- A3. Clients and references can be the same, **we are looking for a reference in this request**, they could be existing or past clients but the firm has completed the referenced job so we can confirm their experience with the firms.
- Q4. Has the Benefit Cost Analysis already been approved for these projects?
- A4. The BCA for the engineering portion has been approved by FEMA. Once engineering is complete, drawings/plans and BCA analyses will be submitted to FEMA for their consideration of the construction phase.

RFQ 19-PW-01 – Professional Design Services for HMGP - Addendum No. 1
10/22/18

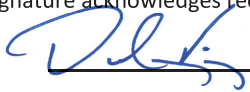
- Q5. What is the time anticipated for the engineering to be completed:
- A5. Per the RFQ, the agreement will be effective for one year from the point of award. FEMA has asked that engineering be completed by April 29, 2019. The City will request an extension as needed.
- Q6. Are there construction estimates:
- A6. No current engineering estimates have been received. Dated engineering estimates were used, with inflation added at 5% per year. Estimates submitted for to FEMA for construction costs (not including Contract Administration and Inspections) are as follows:
- Cordova Avenue/Basin Avenue exfiltration trench project: \$1,230,705
 Espanola Avenue project: \$279,350
 State Avenue project: \$126,000
 Tuscaloosa Avenue project: \$171,000
- Q7. Is this federally funded and is there a Women/Minority Owned Business Preference for this work?
- A7. This project is federally funded and the City is required to reach out to W/MBE when possible, but there is no preference in the selection process.
- Q8. Can this be awarded to multiple consultants?
- A8. The City reserves the right to award to multiple consultants.
- Q9. Will the permits be submitted at one time or separately?
- A9. They will probably be submitted at separate times.
- Q10. Are maps available to help consult the engineers with the project?
- A10. Yes
- Q11. Are job qualifications helpful for proposal?
- A11. Yes

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

Maps of project areas.

~~~~~

Signature acknowledges receipt and understanding of this addendum.



David King, Business Unit Leader
 Name/Title

10/29/2018

Date

RFQ 19-PW-01 – Professional Design Services for HMGP - Addendum No. 1
 10/22/18

Request for Qualification
Professional Design Services
For HMGP Drainage Projects
RFQ# 19-PW-01



**ADDENDUM NUMBER 1
RFQ 19-PW-01
PROFESSIONAL DESIGN SERVICES HMGP
CITY OF HOLLY HILL**

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- A11. Yes

~~~~~  
ATTACHMENT(S):

Maps of project areas.

~~~~~

Signature acknowledges receipt and understanding of this addendum.

Samuel C. Hamilton, Jr., P.E., Sr. Vice President

Name/Title

October 31, 2018

Date

## Table of Contents

1. **MANAGEMENT SUMMARY**
2. **CORPORATE EXPERIENCE AND CAPACITY**
3. **SPECIALIZED EXPERTISE OF TEAM MEMBERS**
4. **CUSTOMER LISTING**
5. **ACCEPTANCE OF CONDITIONS**
6. **DOCUMENTS**
7. **REQUIRED FORM SUBMITTALS**





## I – MANAGEMENT SUMMARY

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## I. MANAGEMENT SUMMARY

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

# COVER LETTER

October 31, 2018

Mr. John McKinney  
Finance Director  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117

## **RE: Professional Design Services for HMGP Drainage Projects, RFQ# 19-PW-01**

Dear Mr. McKinney:

Zev Cohen & Associates, Inc., (ZCA) is pleased to submit our proposal and qualifications to the City of Holly Hill for Professional Design Services for HMGP Drainage Projects in response to your RFQ No. 19-PW-01. More specifically, we are requesting your consideration of ZCA to provide the City of Holly Hill with our expertise in the professional engineering services for drainage infrastructure for the roads listed in the RFQ. We understand these tasks are being funded as part of the City's Hazard Mitigation Grant provided by the Federal Emergency Management Agency (FEMA).

ZCA has been providing services in the City of Holly Hill and Volusia County for over 41 years and have designed and permitted thousands of drainage design projects. Our team of professionals draws from their respective knowledge and the firm's longtime experience in order meet the Client's objectives.

ZCA has reviewed the City's RFQ and all addendums and we have visited the proposed improvement areas. We have reviewed the City's data, floodplain, soils and wetland maps in order to develop a clear understanding of the City's requirements for this RFQ. Our highly motivated staff, as presented in this proposal package, will provide unmatched local knowledge, experience and service to the City of Holly Hill. ZCA has taken great care in developing a team with talented and reputable sub-consultants who we have worked with for over 30 years. They include Universal Engineering Sciences, a local geotechnical firm, and Sliger & Associates, a local surveying firm.

Samuel Hamilton, P.E. will serve as the Principal-In-Charge and Melia Russell, P.E. will serve as Project Manager. Melia has provided engineering design services for numerous drainage projects in the City of Holly Hill.

When you retain ZCA as a consultant, you have at your disposal a staff of more than 30 professionals with diverse and extensive backgrounds in planning, engineering, and environmental services. ZCA is fully cognizant of budgets and the importance in allocating the right people to the right job. The following response identifies Melia Russell, P.E., Dwight DuRant, P.E., William Lites, LEED AP, Haluk Kilic, P.E., Mark Grande, E.I. and myself in the organizational chart, yet it is important to know that there are many other qualified employees ready to complete the subsequent tasks. Our depth and variety of staff provides the City of Holly Hill with an affordable, full-service civil engineering firm.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)



# COVER LETTER

The ZCA team will work as a cohesive team to provide the City of Holly Hill with a final design product that meets the needs of the City, the FEMA requirements, its residents and stakeholders. ZCA will lead the team and coordinate all necessary measures to ensure all phases of the project and the final product are on time and within budget.

I want to emphasize and express my personal commitment to the City of Holly Hill to provide a high level of service in meeting the City's needs. As a result of ZCA being in this area for 41 years, we take pride in our communities and commit to provide a high quality service to the City of Holly Hill. We look forward to working with you. I believe our dedication provides an intangible that cannot be matched by other qualified firms. We look forward to having the opportunity to prove how our level of expertise and our local presence in this community is the best match for the City of Holly Hill.

Thank you for your consideration.

Respectfully submitted,  
ZEV COHEN & ASSOCIATES, INC.

Samuel C. Hamilton, Jr., P.E.  
Sr. Vice President

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)





## II – CORPORATE EXPERIENCE AND CAPACITY

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## II. CORPORATE EXPERIENCE AND CAPACITY

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## FIRM OVERVIEW



### Firm Background

Zev Cohen & Associates, Inc. (ZCA) was founded in Volusia County in 1977 and has been providing high-quality consulting services for over 41 years. Incorporated in 1986 as a type “S” Corporation, ZCA is a small business which maintains its headquarters in Ormond Beach. We have a simple, no-nonsense approach in providing cost effective, quality technical services while meeting our Clients’ needs and expectations. We have a proven track record that is evidenced by the loyalty of our Clients and our longevity.

ZCA is a full-service multi-disciplined consulting firm that offers the following services:

- Civil Engineering
- Planning
- Environmental/GIS Services
- Landscape Architecture
- Transportation Planning
- Construction Administration Services

Through our years of experience in Volusia County, we have gained a working knowledge of the City of Holly Hill and surrounding areas, as well as of state and federal regulations. Our familiarity with local site conditions is evidenced by the successful permitting and design of thousands of drainage projects throughout Volusia County. At our corporate office we maintain a diverse full time staff of experienced professionals that are dedicated to quality and client satisfaction.

| <b>ZCA Discipline</b>           | <b>Number of Personnel</b> |
|---------------------------------|----------------------------|
| Civil Engineering               | 15                         |
| Planning/Landscape Architecture | 5                          |
| Environmental/GIS               | 4                          |
| Construction Administration     | 1                          |
| Design Technicians              | 2                          |
| Administration                  | 5                          |

By maintaining sound design and diligent project management, our projects are completed on time and within budget. Our Clients’ loyalty and repeat business has been a key to our success. ZCA’s business plan has always been designed to focus on our local community and provide quality services. We’ve been here for over 41 years, and we will be here for the next 41 years.





### **III– SPECIALIZED EXPERTISE OF TEAM MEMBERS**

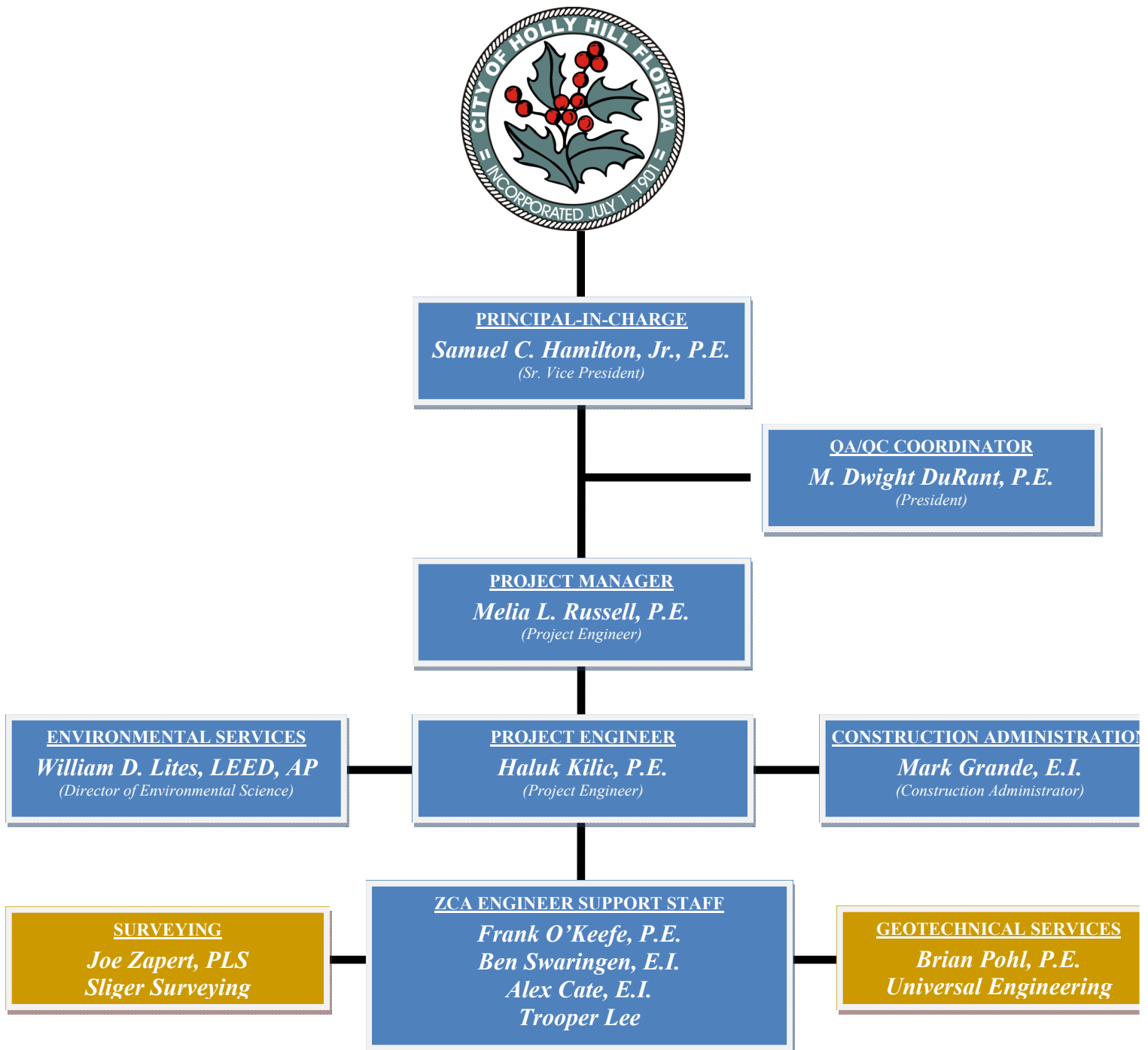
## **REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS**

### **III.**

## **SPECIALIZED EXPERTISE OF TEAM MEMBERS**

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

# ORGANIZATIONAL CHART



 Sub-consultant

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## PROJECT TEAM

### MELIA RUSSELL, P.E. Project Manager



Melia excels in complex planning, design and permitting projects, and provides our Clients with the best practical design and diligence in bringing projects to completion on time and under budget. Melia's attention to detail and organization are evident in all of her work. She is eager to provide solutions that surpass the evolving technological changes of the industry. From design and permitting to final certification, Melia understands what it takes to provide the efficient and high quality services that Clients have come to expect from ZCA.

### ADDITIONAL TEAM MEMBERS

| Team Member<br>Project Role                                                    | Location             | Years with<br>ZCA/Firm | Availability | Project Experience                                                                           |
|--------------------------------------------------------------------------------|----------------------|------------------------|--------------|----------------------------------------------------------------------------------------------|
| Samuel Hamilton, P.E.<br>Principal-In-Charge                                   | Ormond<br>Beach, FL  | 20                     | 20%          | Derbyshire Neighborhood<br>Sidewalk and Infrastructure<br>Improvements –Daytona Beach,<br>FL |
| Dwight DuRant, P.E.<br>QA/QC                                                   | Ormond<br>Beach, FL  | 31                     | 10%          | John Anderson Drive Drainage<br>Improvements – Ormond Beach,<br>FL                           |
| Melia Russell, P.E.<br>Project Manager                                         | Ormond<br>Beach, FL  | 15                     | 30%          | 7 <sup>th</sup> Street Drainage Improvements<br>– Holly Hill, FL                             |
| Haluk Kilic, P.E.<br>Project Engineer                                          | Ormond<br>Beach, FL  | 11                     | 25%          | New Britain Avenue Master<br>Stormwater – Holly Hill, FL                                     |
| Bill Lites<br>Environmental Services                                           | Ormond<br>Beach, FL  | 3                      | 20%          | Riverside Drive Walkway<br>Replacement – Holly Hill, FL                                      |
| Mark Grande, E.I.<br>Construction<br>Administration                            | Ormond<br>Beach, FL  | 4                      | 20%          | Minto Boulevard – Daytona Beach, FL                                                          |
| Joe Zapert, PLS<br>Sliger & Associates, Inc.<br>Surveying Services             | Port Orange,<br>FL   | 44                     | 15%          | Hand Avenue Lake Interconnect –<br>Ormond Beach, FL                                          |
| Brian Pohl, P.E.<br>Universal Engineering<br>Sciences<br>Geotechnical Services | South<br>Daytona, FL | 13                     | 15%          | Riverside Drive Walkway<br>Replacement– Holly Hill, FL                                       |



# Samuel C. Hamilton, Jr., P.E.

Sr. Vice President

Principle-In-Charge



9.11.b

## Contact Information

300 Interchange Blvd, Ste. C  
Ormond Beach, FL 32174  
shamilton@zevcohen.com  
(386) 677-2482

## Education

B.S. Civil Engineering, 1982  
University of Florida

## Registrations

Professional Engineer  
Florida PE 39497  
Georgia PE 30722

## Professional Affiliations

American Society of Civil  
Engineers

Volusia County Association  
for Responsible Development  
(VCARD) Regulation  
Committee

## Community Involvement

Daytona Beach  
Regional Chamber of  
Commerce, Government  
Relocation Committee

Ormond Beach Airport  
Advisory Board

Embry Riddle Aeronautical  
University Civil Engineering  
Accreditation Board

Former YMCA Board Member

Ormond Beach Youth  
Recreation Soccer Coach

Ormond Beach Youth  
Recreation Flag Football  
Coach

Ormond Beach Youth  
Recreation Basketball Coach

Ormond Beach Airport  
Advisory Board

**Years of Experience**  
37

**Years with ZCA**  
20

As Senior Vice President of Zev Cohen & Associates, Inc. (ZCA), Sam has designed and managed multitude of private and public sector projects in the state of Florida. With many years of experience, Sam has an exceptional level of team building and project management skills which drive his projects to success with innovative ideas that meet or exceed his Client's expectations. He is an objective-driven, hands-leader who takes a detail-oriented, time and cost-conscious approach to project management.

Sam is much-admired as a motivator and a talented, market-aware innovator. He evaluates current industry trends ensuring the Company maintains its technological leadership position. Sam's philosophy of work quality and responsiveness has become a tradition at ZCA. With Sam's expertise, ZCA has become one of the largest civil engineering firm headquartered in the area.

## Project Experience

### 7<sup>th</sup> Street Drainage Improvements, Holly Hill, Florida

- Role: Principle-In-Charge
- Scope: The City was experiencing frequent neighborhood flooding problems on 7<sup>th</sup> Street. ZCA provided Civil design services to upgrade the drainage system. ZCA also provided maintenance of traffic plan, bidding assistance, and construction administration services.

### Derbyshire Neighborhood Sidewalk Infrastructure Improvements, Daytona Beach, Florida

- Role: Principle-In-Charge
- Scope: The design included 10,197 linear feet of 6' wide sidewalks for the City of Daytona Beach within the Derbyshire Park neighborhood area. Challenges presented in this project including maintaining and improving the drainage while adding the sidewalks. ZCA's design minimized impacts to existing residences but kept the design within the construction budget. This project was funded by FDOT Grant Funds and required to comply with FDOT criteria.

### Holly Hill Marketplace Stormwater Improvements, Holly Hill, Florida

- Role: Principle-In-Charge
- Scope: The Holly Hill Marketplace was a historic location of an open-aired town market which the City wanted revitalized. The courtyard area did not have an existing stormwater system in place and was susceptible to flooding during major rain events. ZCA was responsible for analyzing the existing drainage and creating a design to solve this recurrent flooding problem in the courtyard. ZCA designed a system which could be constructed and maintained without impacting the existing large trees and their root systems.

### Glenmeadows Drainage Improvements, Holly Hill, Florida

- Role: Principle-In-Charge
- Scope: The City was experiencing flooding problems at the southern end of the following streets: North Castle Court, Kingsport Court, and Royal Oak Court in the Glen Meadows subdivision. ZCA provided drainage design for the City of Holly Hill under our Continuing Engineer Services contract. The drainage design included replacing an older, undersized system with a drainage system to meet the current code standards. ZCA coordinated with the utility companies and residents to avoid any minimizing adverse impacts to them.

### E-Zone Roadway Design, Daytona Beach, Florida

- Role: Project Manager
- Scope: The project included streetscape and roadway improvements for Auditorium Boulevard, E Street and North Hollywood Avenue located around Volusia County's Ocean Center. ZCA conducted field investigations, identified potential utility conflicts and evaluated existing stormwater flow patterns and provided an infrastructure design for roadway and drainage improvements and utility relocation. Design required integrating existing conditions into the proposed design and preparation of hydraulic modeling for the proposed and existing stormwater system. In addition, ZCA provided construction administration services for the City, including site inspections, pay application and shop drawing review and punch list/close-out procedures.





## M. Dwight DuRant, P.E.

President

QA/QC



9.11.b

### Contact Information

300 Interchange Blvd, Ste. C  
Ormond Beach, FL 32174  
ddurant@zevcohen.com  
(386) 677-2482

### Education

B.S. Civil Engineering, 1983  
University of Florida

### Registrations

Professional Engineer  
Florida PE 40318

### Professional Affiliations

American Society of Civil  
Engineers

Institute of Transportation  
Engineers

Ormond Beach Chamber of  
Commerce past Board Member

Member of Court Affairs

Team Volusia Economic  
Development Corporation  
Chairman of the Board

Volusia County Association for  
Responsible Development  
(VCARD) Executive Council

Volusia County Metropolitan  
Planning Organization (MPO)  
Citizen Advisory Board past  
Committee Chairman

Daytona Beach Chamber of  
Commerce Economic  
Development Committee

### Community Involvement

Ormond Beach Youth Baseball  
and Softball Association  
(OBYBSA) -  
Recreational Baseball Teams  
(9 years)

OBYBSA Competitive  
Baseball (4 years)

Ormond Beach Youth Football  
and Cheer Association  
(OBYFCA) – Pop Warner  
Football (6 years)

Ormond Beach Youth  
Basketball – Recreational  
Teams (4 years)

Member of OBYBSA Board of  
Directors

Member of OBYFCA Board of  
Directors

Years of Experience: 35

Years with ZCA: 31

As President of Zev Cohen & Associates, Inc. (ZCA), Dwight has acquired a diverse background in development experience with a sound working knowledge of engineering and design analysis. Dwight began his professional experience in 1983 and has worked continuously on engineering and design projects since that time. Dwight serves both private and public clients throughout the Southeast. His ability to combine engineering design and diligent project management leads to projects under budget and completed on time.

Dwight prides himself on providing personal, hands-on services to a wide array of clients. This type of client service has become the foundation of ZCA's philosophy. Under Dwight's leadership, ZCA has become one of the largest civil engineering firms in the area.

## Project Experience

### Southwinds Sidewalk and Drainage Improvements, Port Orange, Florida

- Role: Principal-In-Charge
- Scope: The City of Port Orange commissioned ZCA to study and develop options for addressing severe drainage and flooding problem areas in the aging Southwinds subdivision. The design and permitting included over 500 feet of roadside swales and culverts.

### Williamson Boulevard Extension, Port Orange, Florida

- Role: Principal-In-Charge and Quality Control Officer
- Scope: This project was a 1.75 mile design extending Williamson Boulevard southerly from its terminus point at Airport Road in Port Orange to Pioneer Trail in New Smyrna Beach. The project included design and permitting of stormwater improvements along this extension, and the extension of utilities including water, sewer and other franchise utilities.

### Yorktowne Boulevard, Port Orange, Florida

- Role: Principal-In-Charge
- Scope: ± One mile of 4-lane urban roadway with turn lanes, designed to FDOT standards as a part of the Volusia County Thoroughfare system. Worked closely with the City of Port Orange and Volusia County to determine alignment and design criteria for this roadway system. Utilities were designed to accommodate existing and future development. The stormwater management system was master planned to accommodate the roadway, as well as areas which will be developed in the future, adjacent to the roadway.

### Madeline Avenue, Port Orange, Florida

- Role: Project Manager
- Scope: The Madeline Avenue Extension project consisted of 2,800 linear feet of roadway designed as a 2-lane modified urban design with a 45 mile per hour design speed. The design included utilities and stormwater management. The project was constructed in the City of Port Orange in 1997 for the County of Volusia.
- Project Date: 1997
- Project Cost: \$2 million

### Mason Avenue Sidewalk Improvements, Daytona Beach, Florida

- Role: Principal-In-Charge
- Scope: ZCA provided sidewalk design for 6,300 linear feet on Mason and Seneca Avenue. ZCA and the City of Daytona Beach conducted site visits and reviewed surveys to determine the most efficient and cost effective location for the sidewalks. Careful consideration was given to safety, ADA requirements and existing conditions (i.e. trees, ditches, etc.). The sidewalks were completed in September 2008 and were constructed on time and within budget.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)





**Melia L. Russell, P.E.**  
**Senior Professional Engineer**  
**Project Manager**



9.11.b

**Contact Information**

300 Interchange Blvd, Ste. C  
Ormond Beach, FL 32174  
mrussell@zevcohen.com  
(386) 677-2482

**Education**

B.S. Civil Engineering, 2003  
Embry-Riddle Aeronautical  
University

**Registrations**

Professional Engineer  
Florida PE # 68357

**Professional Affiliations**

Florida Engineering Society

National Society of  
Professional Engineers

Site Ops, Site Engineering  
Software Certified

**Years of Experience**  
16

**Years with ZCA**  
15

Melia excels in complex planning, design and permitting projects, and provides our Clients with the best practical design and diligence in bringing projects to completion on time and under budget. Melia's attention to detail and organization are evident in all of her work. She is eager to provide solutions that surpass the evolving technological changes of the industry. From design and permitting to final certification, Melia understands what it takes to provide the efficient and high quality services that Clients have come to expect from ZCA.

**Project Experience**

**7<sup>th</sup> Street Drainage Improvements, Holly Hill, Florida**

- Role: Project Manager
- Scope: The City was experiencing frequent neighborhood flooding problems on 7<sup>th</sup> Street. ZCA provided Civil design services to upgrade the drainage system. ZCA utilized directional drill technique to minimize disturbance to the residential neighborhood. Additionally, ZCA provided maintenance traffic plan, bidding assistance, and construction administration services.

**Clyde Morris Boulevard Widening and Drainage Improvements, Volusia County, Florida**

- Role: Project Engineer
- Scope: A stormwater design, utility coordination, and signing and marking plans for 3.2 miles of 4-lane roadway. Worked closely with Volusia County to coordinate pond locations and minimize wetland impacts to determine the most environmentally beneficial location and the most cost effective.

**Glenmeadows Drainage Improvements, Holly Hill, Florida**

- Role: Project Manager
- Scope: The City was experiencing flooding problems at the southern end of the following streets: North Castle Court, Kingsport Court, and Royal Oak Court in the Glen Meadows subdivision. ZCA provided drainage design for the City of Holly Hill under our Continuing Engineer Services contract. The drainage design included replacing an older, undersized system with a drainage system to meet the current code standards. ZCA coordinated with the utility companies and residents to avoid any minimizing adverse impacts to them.

**Holly Hill Marketplace Stormwater Improvements, Holly Hill, Florida**

- Role: Project Engineer
- Scope: ZCA analyzed the drainage inside and around the Holly Hill Marketplace building. ZCA designed drainage system within the Marketplace Courtyard area

**Auditorium Boulevard Widening, Daytona Beach, Florida**

- Role: Project Engineer
- The 600 feet of roadway widening of an existing road. Project included modification to existing drainage utilities, and an FPL utility corridor easement adjacent to the right-of-way. Required modifications coordinated with utility companies, adjacent property owners, the City of Daytona Beach, surveyors and attorneys to obtain additional property for this widening.

**Beach Street Force Main, Daytona Beach, Florida**

- Role: Project Manager
- Scope: ZCA designed and permitted a 36" force main extension for City of Daytona Beach. Project involved constructing within existing roadways and designing around existing utilities with minimum disturbance to the surrounding areas.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)



## Haluk "Luke" Kilic, P.E.

Project Engineer

Project Engineer



9.11.b

Luke is a reliable and committed engineer with experience in multiple disciplines of engineering. Luke maintains the highest level of work ethics while working jointly with clients, contractors and agencies. Luke understands the importance of time management while completing projects and he is able to guarantee the highest quality of work which continually satisfies our clients' demands.

### Contact Information

300 Interchange Blvd, Ste. C  
Ormond Beach, FL 32174  
hkilic@zevcohen.com  
(386) 677-2482

### Education

B.S. Civil Engineering, 2005  
Embry Riddle Aeronautical  
University

### Professional Affiliations

American Society of Civil  
Engineers

Site Ops, Site Engineering  
Software Certified

Ormond Beach Public Works  
Advisory Board  
Representative

### Community Involvement

City of Ormond Beach Public  
Works Advisory Board,  
Chairman

Leadership Ormond Beach  
Program

### Years of Experience

13

### Years with ZCA

11

## Project Experience

### Hand Avenue Collector Road Upgrade, Ormond Beach, Florida

- Role: Project Engineer
- Scope: 7,177 linear foot roadway corridor project for the upgrade of existing two-lanes from a rural section to an urban section, including intersection improvements and multiple turn lane additions. Roadway design aspects are to improve the roadway with current City and FDOT standards. A responsible for design of 7,500 feet of 16-inch, 12-inch and 8-inch water main along the corridor which includes two directional drills under Florida East Coast Railroad. The upgrade also includes a retro storm water system design and permitting along with a complex lake inter-connect for flood control.

### Airport Road Extension, Volusia County, Florida

- Role: Project Engineer
- Scope: 3.5 miles of 2-lane divided roadway with a future 4-lane design; southerly extension of existing road from Pioneer Trail in Port Orange to S.R. 44 in New Smyrna Beach. ZCA also designed the utility and stormwater for the roadway corridor. Coordinated design of the corridors for franchise utility including power, phone, gas and cable. Part of the Volusia County Thoroughfare system; designed to meet those standards, as well as FDOT standards.

### New Britain Avenue Master Stormwater, Ormond Beach, Florida

- Role: Project Engineer
- Scope: As part of the City's Downtown Master Stormwater Plan and the City's desire to provide incentive to business development, the City selected ZCA to design, permit and construct a Master Stormwater Pond to serve future development in the downtown area. ZCA provided design and permitting services to construct a Master Stormwater Pond and underground stormwater system to treat and attenuate run-off from residential and commercial development along New Britain Avenue. The master pond will promote future redevelopment along this corridor of the roadway.

### Wilmette Avenue Stormwater System, Ormond Beach, Florida

- Role: Project Engineer
- Scope: Due to flooding conditions that occurred following several heavy storm events in the later part of 2009, the City was forced to close Wilmette Avenue. ZCA performed a basin flood study and developed a design solution to prevent future flooding of the road. ZCA established a permanent location where stormwater bypass pumps can be brought in under emergency conditions and quickly set up in order to bypass the 60 inch Reinforced Concrete Pipes under the roadway during a storm event without road closure. The design also included 60 inch flap gates on the four stormwater crossing pipes under the roadway. ZCA assisted the City with Federal Emergency Management Agency funding for this flood control issue.

### Ormond Beach Water Main Replacement Project, Ormond Beach, Florida

- Role: Project Engineer
- Scope: The 2-inch Water Main Replacement Project consisted of approximately 23,000 linear feet of main replacement upgraded the City distribution system to current City standards. Approximately 25% of the replacement line was installed by horizontal directional drilling while the remainder was installed through open pavement cut procedure. Due to the project being spread out through the City's Mainland area, ZCA had to obtain nine (9) different Health Department Permits in order to handle the various locations and system connection points. A strong focus was placed upon site restoration following installation so the City was able to maintain their neighborhood friendly approach to construction.



## William (Bill) D. Lites, LEED® AP Environmental Consultant



9.11.b

### Contact Information

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Ormond Beach, FL 32174  
blites@zevcohen.com  
(386) 677-2482

### Education

B.S. Biology, 1987  
University of Central Florida

### Registrations

Authorized Gopher Tortoise  
Agent GTA-12-00018-B

LEED® Accredited  
Professional

United States Green Building  
Council (USGBC)

Certified Wetland Delineator,  
US Army Corps of Engineers

Wetland Delineation  
Certification Program

### Professional Affiliations

FGBC  
Green Development  
Committee  
Former Board of Directors,  
Chairman and Board Liaison

### Years of Experience:

28

### Years with ZCA

3

Bill brings 28 years of experience in ecological consulting and planning to Zev Cohen & Associates, Inc. (ZCA). As a Senior Ecologist and project manager, Bill has a wide range of experience in: environmental planning and design; listed species surveys, permitting, and habitat management planning; habitat survey protocol design, survey, monitoring and reporting; wetland delineations, functional assessment permitting, mitigation design, implementation and management; wetland and upland restoration enhancement; and ecological planning and design.

Bill served on the Board of Directors of the FGBC and is a U.S. Green Building Council-Leadership Energy and Environmental Design (LEED) Accredited Professional (AP). Bill is focused on green environmental design that incorporates habitat and energy conservation, Low Impact Development (LID) and stormwater design, and increased social and environmental interactions.

## Project Experience

### Holly Hill Riverside Waterway, Holly Hill, Florida

- Role: Sr. Environmental Scientist
- Scope: ZCA provided an evaluation of an existing wooden boardwalk over the Halifax River which is part of the Riverside Drive sidewalk path.

### Derbyshire Neighborhood Sidewalk Infrastructure Improvements, Daytona Beach, Florida

- Role: Sr. Environmental Scientist
- Scope: The design of 10,197 LF of 6' wide sidewalks for the City of Daytona Beach within the Derbyshire Park area. Challenges presented in this project included minimizing impacts to existing residences and the rerouting of stormwater facilities, where required. This project was funded by FDOT Grant Funds.

### Commerce Parkway Connector, Bunnell, Florida

- Role: Sr. Environmental Scientist
- Scope: A Commerce Parkway was a proposed connector road between US-1 and SR-100 within the City of Bunnell, Florida that was deemed a High Priority Project by FDOT. ZCA coordinated with the property owner along the Commerce Parkway right-of-way to determine potential water, sewer, and electrical future needs and designed water and sewer lines to address those needs. ZCA provided environmental permitting with SJRWMD and ACOE. This project required coordination with multiple outside engineering firms regarding roadway and drainage design as well as with the City of Bunnell, Flagler County, FPL, FDOT, SJRWMD, and FDEP for conflict resolution and agency approval.

### Edgewater East Central Regional Rail Trail, Edgewater, Florida

- Role: Project Engineer
- Scope: Provided civil site and environmental permitting for this trail extension of the ECRRT in Edgewater, FL. Permit proposed improvements through St. Johns River Water Management District (SJRWMD). The Trail received LAP funding from FDOT.

### County Road 205 Widening, Flagler County, Florida

- Role: Project Manager/Engineer
- Scope: Coordination of survey and geotechnical services; environmental investigation and permitting design for milling/resurfacing, culvert extensions, and roadway modifications for safety improvements. Develop construction cost estimates and phasing of the project.

### West Ormond Community Center, Ormond Beach, Florida

- Role: Environmental Project Manager
- Scope: Bill served as the environmental project manager to photo-interpret, ground-truth, and estimate the wetland lines on this parcel and conducted a survey for gopher tortoises and other listed species for due diligence of this parcel. Bill also coordinated with the project planner and landscape architect to develop multiple concept designs for this multi-purpose recreational facility.





## Mark D. Grande, E.I.

### Project Engineer

### Construction Administration



9.11.b

#### Contact Information

300 Interchange Blvd, Ste. C  
Ormond Beach, FL 32174  
mgrande@zevcohen.com  
(386) 677-2482

#### Education

B.S. Civil Engineering, 2013  
Florida State University

#### Registrations

Engineering Intern  
1100019313  
DEP/NPDES Qualified  
Stormwater Management  
Inspector  
OSHA Excavations for  
Construction Certification  
Nuclear Gauge Safety  
Certification  
Hazmat Certification

#### CTQP Registrations

Final Estimates - Level 1  
Concrete Field Inspection

#### Professional Affiliations

American Society of Civil  
Engineers  
  
Florida Engineering Society

#### Years of Experience

4

#### Years with ZCA

4

Mark is a Project Engineer who graduated from Florida State University in December 2013 and has been progressing in his Engineering career rapidly. Mark has been a member of the Z Cohen family since his college years, quickly growing his engineering knowledge, displaying strong work ethic and a firm commitment to the company. He has benefited from working in educational environment that has provided him with a diversified knowledge of the Civil Engineering field, where he excels in all aspects of project coordination, from conceptual design to construction administration. Mark approaches each challenge with mature confidence and is not intimidated by any task. He understands the importance of efficiency and time management while providing high quality work.

### Project Experience

#### Tymber Creek Road, Daytona Beach, Florida

- Role: Construction Administration and CEI Services
- Scope: Tymber Creek Road is a one mile roadway in Daytona Beach that starts from LPC Boulevard heading north where it will extend to the existing Tymber Creek Road in Ormond Beach in the future. This roadway serves as the access artery for the large Minto Latitude Margaritaville development and commercial development planned along the LPGA corridor. ZCA's role as project CEI required diligent construction administration and oversight to maintain an efficient operation. Performing inspections on behalf of Volusia County, ZCA staff was frequently on-site for clearing silt fence inspections, storm/utility pipe inspection, roadway stringline inspections, asphalt paving and rolling straight edge inspections, and more. As Project Administrator, ZCA held weekly Progress Meetings and documented minutes as well as Project Logs with Shop Drawing, Plan Revision, Change Order, and Deficient Item tracking. Intensive coordination between the Owner (Minto), County, City, and Contractor were required throughout construction and substantial completion walk-thrus to reach project close-out.

#### South Williamson Boulevard Extension, Port Orange, Florida

- Role: Construction Administration & CEI Services
- Scope: This project was a 1.75 mile design extending Williamson Boulevard southerly from terminus point at Airport Road in Port Orange to Pioneer Trail in New Smyrna Beach. ZCA's role as the Pioneer Community Development District Engineer consisted of overseeing construction activities, attending weekly Progress Meetings, and processing monthly payment requests from multiple disciplines. This project featured unique coordination efforts to continue a fluid operation due to the relationship between the City, County, State, and Pioneer Community Development District. Since the project was FDOT TRIP funded, it required extensive documentation of payment records and processing procedures.

#### Riverside Drive Drainage Improvements, Ormond Beach, Florida

- Role: Design engineer and construction administration
- Scope: The City of Ormond Beach had a Stormwater Flooding Investigation Study prepared as a result of the May 2009 storm. The Study identified three problem areas on Riverside Drive; south side of Willis, north side of Willis, and south of Casement. In each of the locations a conceptual design remedy was provided which involved the design and construction of several inlets and underground storm drainage pipe for each area. ZCA investigated these three areas, obtained site specific survey, formed localized drainage computations and designed an underground storm drainage system, which helps alleviate localized flooding in these areas. Primarily coordinating with the City of Ormond Beach as the project Surveyor, ZCA was also faced with the unique task of coordinating with the local residents to obtain easements to install such improvements and perform work on their residential properties. ZCA's role during construction included additional coordination with the City and with the project Contractor to reach a satisfactory project completion.

**Joseph Zapert, PLS**  
**President**  
**Surveying Services**

**SLIGER & ASSOCIATES**  
surveyors



9.11.b

As President of Sliger & Associates, Inc. Joseph has successfully served the government, business, and citizens of Central Florida for 44 years. With his many years of experience, Joseph has proven that he is exceptionally practiced in As-is built, Boundary, Condominium, Construction, Layout, Control, Hydrographic, Mean High Water Line, Quantity, Right of Way, Topographic, and Special Purpose surveys.

**Contact Information**

3921 S. Nova Road  
Port Orange, FL 32127  
jzapert@sligerassociates.com  
(386) 761-5385

**Education**

Daytona State College

**Professional Achievements**

President of Sliger & Associates

**Professional Affiliations**

Member of Professional Land  
Surveyors  
Member of Volusia County Chapter of  
Florida Society of Professional Land  
Surveys

Joseph is a highly regarded surveyor that began his surveying career in 1972 with Lowery Brothers Construction. Shortly after, in 1974, Joseph began working for Sliger & Associates, Inc. and through his dedicated, hands-on approach, he was able to advance in his career by becoming a survey Party Chief in 1979, now mainly concentrating on Construction Surveying. Over the course of several years, Joseph continued to set himself apart with his focus, determination, and leadership skills permitting him to become a Professional Land Surveyor in 1983, a Project Manager in 1987, and a Senior Project Manager in 2000. By January of 2005, Joseph's sound working knowledge, project management skills, and effective leadership enabled Joseph to become President of Sliger & Associates, Inc.

**Project Experience**

Listed below are several project examples Joseph has provided surveying services for:

**Tanger Outlet**

**Woodhaven:** Boundary, Topographic, and Plat surveys

**One Daytona:** Boundary, Topographic, and Plat surveys

**Beach Street Force Main:** Right-of-Way and Topographic surveys

**Hand Avenue Lake Interconnect:** Topographic survey

**Cassen Park:** Boundary and Topographic surveys

**Ormond Beach YMCA:** Boundary and Topographic surveys

**Coraci Sports Complex:** Boundary and Topographic surveys

**DSC Soccer Field:** Topographic survey

**Port Orange Riverwalk:** ALTA Boundary survey

**Port Orange Fire Station 72:** Topographic and Tree surveys

**Ponce Inlet Drainage Phase I and II:** Specific Purpose Survey

**Port Orange Wellfields:** Aerial Target setting, Wetland location, and Construction Staking Boundary surveys

**Spruce Creek Road Sidewalk & Utilities:** Right-of-Way survey

**Flagler Beach Downtown Utilities & Streetscape:** Route and Specific Purpose surveys

**State Road 100:** Wetland survey

**State Road 40:** Water Retention, Control Map, Design, and Multi-Lane Reconstruction surveys

**55 Acres Flagler County Survey:** Boundary survey

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

**BRIAN POHL, PE****Contract Manager/Testing Engineer**

Mr. Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential and industrial facilities and small to large roadways. He has **18 years of experience** that includes shallow and deep foundation and testing services analysis (including spread footing and pile foundations); geotechnical studies for roadway and bridge projects and land development; design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl also has experience with various pavements, rigid and flexible design, and has provided earthwork recommendations for underground utilities within problematic soil conditions. Mr. Pohl has also performed Weap Analyses and Pile Driving Analyses for FDOT and commercial projects.

**Mr. Pohl has managed the geotechnical and/or materials testing for the following projects:**

- I-95 & I-4 Interchange Design Build (Geotechnical and CQ Services) Volusia County, Florida
- Beach Street Force Main Improvements (Geotechnical and Testing) Daytona Beach, Florida
- World Class Distribution Center (Trader Joe's) (Geotechnical and Testing Inspection Services) Volusia County, Florida
- Clyde Morris Boulevard Widening Project (Geotechnical Services), Daytona Beach, Florida
- Tanger Retail Outlet Mall, I-95 & LPGA; (This project is in initial phase of construction (Geotechnical and Testing Services), Volusia County, Florida
- Williamson Boulevard Widening Project, (Geotechnical & QC Services) Volusia County, Florida
- SR 415 Pedestrian Bridge, (Geotechnical & QC Services) Volusia County, Florida
- SR 442 Pedestrian Bridge, (Geotechnical Services), Volusia County, Florida
- Daytona Beach International Airport Drainage Improvements
- SR 9A & 9B Geotechnical Evaluation, Jacksonville, Florida
- US92 Trail Project, Volusia County
- Spring to Spring Rail Trail, Volusia County, Florida
- Edgewater Trail Project, Edgewater, Florida

**EDUCATION**

Bachelor of Science,  
Civil Engineering,  
University of Central  
Florida, 1998

**LICENSES**

Professional Engineer  
- Florida

**TOTAL YEARS OF EXPERIENCE**

18

**YEARS WITH UES**

13



Zev Cohen & Associates, Inc. (ZCA) was founded in Volusia County in 1977 and has been providing high-quality consulting services for over 41 years. Incorporated in 1986 as a type “S” Corporation, ZCA is a small business which maintains its headquarters in Ormond Beach. The founder of the firm, Mr. Zev Cohen officially retired in 2012, entrusting the company to its current principals M. Dwight DuRant as President, Samuel C. Hamilton as Sr. Vice President. Robert J. Ball was promoted to Vice President and named as an additional principal in 2015. We have a simple, no-nonsense approach in providing cost effective, quality technical services while meeting our Clients’ needs and expectations. We have a proven track record that is evidenced by the loyalty of our Clients and our longevity.

## Past Experience

- Project Name: “7<sup>th</sup> Street Drainage Improvements”
- Owner: City of Holly Hill
  
- Project Name: “Glenmeadows Drainage Improvements”
- Owner: City of Holly Hill
  
- Project Name: “New Britain Avenue Master Stormwater Design
- Owner: City of Ormond Beach
  
- Project Name: “Beach Street Force Main”
- Owner: City of Daytona Beach
  
- Project Name: “Forest Hills Connector Trails”
- Owner: City of Ormond Beach
  
- Project Name: “Water Main Replacement Project”
- Owner: City of Ormond Beach
  
- Property Name: “John Anderson Drive Drainage”
- Owner: City of Daytona Beach
  
- Property “Orange Camp Road – Stormwater Analysis”
- Owner: Volusia County
  
- Property Name: “Wilmette Road Stormwater Improvement”
- Owner: City of Ormond Beach
  
- Property Name: “Downtown Master Stormwater Management:
- Owner: City of Ormond Beach
  
- Property Name: “Pelican Bay – Gull Drive Outfall Improvements”
- Owner: City of Daytona Beach
  
- Project Name: “Pelican Bay – Black Duck Circle Drainage Improvements”
- Owner: City of Daytona Beach
  
- Project Name: “Derbyshire Neighborhood Sidewalk Infrastructure Improvement”
- Owner: City of Daytona Beach
  
- Project Name: “Hand Avenue Lake Interconnect
- Owner: City of Ormond Beach
  
- Project Name: “Hospice at Port Orange Drainage Improvements”
- Owner: City of Port Orange
  
- Project Name: “Barhyt Avenue & Turton Street Drainage”
- Owner: City of Port Orange
  
- Project Name: “County Road 205 Widening”
- Owner: Flagler County
  
- Project Name: “LPGA Widening – Jimmy Ann & Derbyshire”
- Owner: Volusia County
  
- Project Name: “DIS Stormwater Design”
- Owner: DIS
  
- Project Name: Kemp Street Beach Access & Streetscape”
- Owner: City of Daytona Beach
  
- Project Name: “Derbyshire Multi-Use Path”
- Owner: City of Daytona Beach
  
- Project Name: “Yorktowne Boulevard”
- Owner: City of Port Orange





# HISTORY AND EXPERIENCE

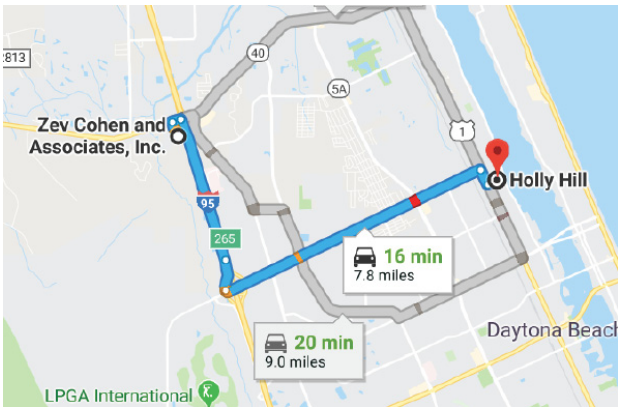


## Familiarity and Location

ZCA has provided professional engineer services in Holly Hill for most of the 41 years of the firm’s existence. ZCA has had a Continuing Engineer Service contract with the City since 2010. ZCA is familiar with the City’s culture, infrastructure, and ecology. The City has and is making vast strides in improving the community with the Ridgewood Avenue landscaping project, and the removal of overhead utilities. ZCA has designed numerous infrastructure projects in Holly Hill for both the City and the private sector. ZCA understands the City of Holly Hill’s rich history, the Riverfront Drive Trail and Park System, and the City’s desire to upgrade and improve its infrastructure. ZCA hopes to be part of helping the City of Holly Hill continue its progress to improve the community.

ZCA projects completed with the City of Holly Hill include:

- Riverside Drive Walkway Replacement Assessment
- 7<sup>th</sup> Street Drainage Improvements
- Daytona Avenue Bridge Analysis
- Holly Hill Marketplace Improvements
- Glenmeadows Drainage Improvements
- The Preserve – Holly Hill (Mirage)
- Publix at Holly Hill
- Riviera Assisted Living
- Holly Hill Library



ZCA’s office is 7.8 miles from the subject project site and City Hall. ZCA can be available to the City with short notice. ZCA prides itself on our service and availability to our clients.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## Clients

### **Reference No. 1**

- Joyce Shanahan, Ormond Beach City Manager  
22 S. Beach Street, Ormond Beach, Florida 32174  
(386) 676-3201  
[shanahan@ormondbeach.org](mailto:shanahan@ormondbeach.org)
- Relationship: Client
- Current Status: Current Client

### **Reference No. 2**

- Jake Johansson, Port Orange City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501  
[mjohansson@port-orange.org](mailto:mjohansson@port-orange.org)
- Relationship: Client
- Current Status: Current Client

### **Reference No. 3**

- Shannon Ponitz, Daytona Beach Utilities Engineering Manager  
125 Basin Street, Suite 204  
Daytona Beach, Florida 32114  
(386) 671-8825  
[PonitzShannon@ci.daytona-beach.fl.us](mailto:PonitzShannon@ci.daytona-beach.fl.us)
- Relationship: Client
- Current Status: Current Client

### **Reference No. 4**

- Steve Selig, Construction Manager  
P.O. Box 2811  
Daytona Beach, Florida 32120-2811  
(386) 506-3169  
[Steve.Selig@daytonastate.edu](mailto:Steve.Selig@daytonastate.edu)
- Relationship: Client
- Current Status: Current Client

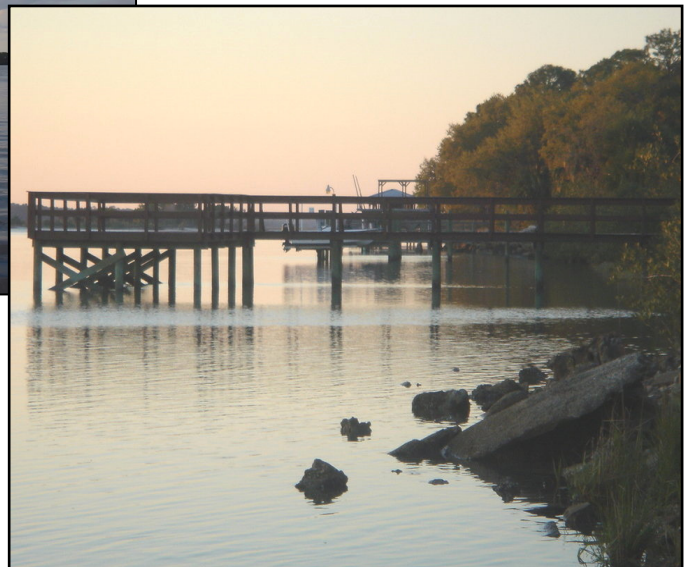
The ZCA Environmental Department currently consists of four Ecologists with over 50 years of combined experience with wetland and surface water delineation, functional assessments, permitting, mitigation, threatened wildlife survey and relocations, land development entitlements, and road and utility improvements.

ZCA's current Environmental service offerings include:

- Wetlands
- Protected Species
- Habitat Restoration
- GIS (Geographic Information Systems)
- Arbor Services
- Marine Environment
- Environmental Permitting

ZCA has provided environmental services along the Halifax River for numerous projects as well as many wetland and wildlife assessments in and around Holly Hill. ZCA is familiar with all Environmental agencies including the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, the Environmental Protection Agency, the Florida Wildlife Commission and the US Fish and Wildlife.

The ZCA Environmental Department employs ecologists with Bachelor's, Master's, and PhD level degrees as well as one who is a certified professional Wetland Scientist, a USACE certified Wetland Delineator, a USGBC LEED AP, and one that was on the Board of Directors of the Florida Green Building Coalition.





## IV– CUSTOMER LISTING

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## IV. CUSTOMER LISTING

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

# CUSTOMER LISTING

## CITY OF DAYTONA BEACH

Ms. Shannon Ponitz  
125 Basin Street, Suite 204  
Daytona Beach, FL 32114  
386-671-8825  
Continuing Services since 2007  
Civil Engineering, Utility and  
Environmental Services

## CITY OF FLAGLER BEACH

Ms. Penny Overstreet  
105 South 2<sup>nd</sup> Street  
Flagler Beach, FL 32136  
386-517-2000  
Continuing Services since 2016  
Civil Engineering Services – No  
Services Provided to Date

## CITY OF HOLLY HILL

Mr. Walt Smyser  
453 LPGA Boulevard  
Holly Hill, FL 32117  
386-248-9463  
Continuing Services since 2010  
Civil Engineering and Landscape  
Architecture Services

## CITY OF PORT ORANGE

Mr. Jake Johansson  
1000 City Center Circle  
Port Orange, FL 32129-4144  
386-506-5501  
Continuing Services since 2010  
Civil Engineering Services

## VOLUSIA COUNTY SCHOOL BOARD

Ms. Saralee Morrissey  
3750 Olson Avenue  
Daytona Beach, FL 32124  
(386) 255-6475  
Continuing Services since 2008  
Civil Engineering Services

## CITY OF DELTONA

Mr. Scott McGrath  
2345 Providence Boulevard  
Deltona, FL 32725  
386-878-8624  
Continuing Services since 2012  
Environmental and Landscape  
Architecture Services

## FLAGLER COUNTY

Ms. Faith Alkhatib  
1769 E. Moody Boulevard  
Building 2, Suite 3-1  
Bunnell, FL 32110  
(386) 313-4045  
Continuing Services since 2015  
Civil Engineering Services

## CITY OF ORMOND BEACH

Ms. Joyce Shanahan  
22 S. Beach Street  
Ormond Beach, FL 32174  
386-676-3201  
Continuing Services since 1995  
Civil Engineering, Utility and  
Environmental Services

## VOLUSIA COUNTY

Mr. Tad Kasbeer  
123 W. Indiana Avenue  
4<sup>th</sup> Floor, Room 402  
Deland, FL 32720-4262  
(386) 736-5967  
Continuing Services since 2010  
Civil & Site Engineering,



## V – ACCEPTANCE OF CONDITIONS

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## V. ACCEPTANCE OF CONDITIONS

# ACCEPTANCE OF CONDITIONS



Zev Cohen & Associates, Inc. takes no exceptions to the general terms and conditions of the RFQ #19-PW-01 or to the insurance requirements or any other requirements listed.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)





## VI – DOCUMENTS

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## VI. DOCUMENTS

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

# LICENSES

**2018/2019**

**Volusia County Business Tax Receipt**

Issued pursuant to: S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:  
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 200802260001 Expires: September 30, 2019  
Business Location: 300 INTERCHANGE BLVD

Business Name: ZEV COHEN & ASSOCIATES INC  
Owner Name: M DWIGHT DURANT  
Mailing Address: 300 INTERCHANGE BLVD  
ORMOND BEACH, FL 32174

| BUSINESS TYPE    | CODE | COUNT | TAX      |
|------------------|------|-------|----------|
| Professional     | 461  |       | \$30.00  |
| Business Service | 471  | 40    | \$150.00 |

\* This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.  
\* The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.  
\* The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Zev Cohen & Associates, Inc**




**Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.**

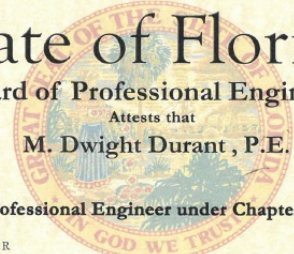
Expiration: 2/28/2019  
Audit No: 228201903458 R

CA Lic. No:  
**4516**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**M. Dwight Durant, P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

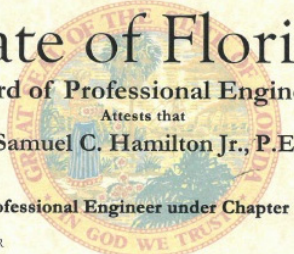
Expiration: 2/28/2019  
Audit No: 228201922628 R

P.E. Lic. No:  
**40318**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Samuel C. Hamilton Jr., P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

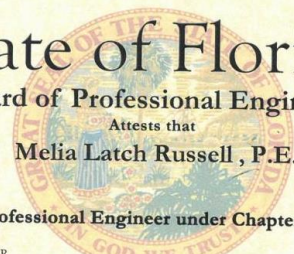
Expiration: 2/28/2019  
Audit No: 228201922570 R

P.E. Lic. No:  
**39497**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Melia Latch Russell, P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

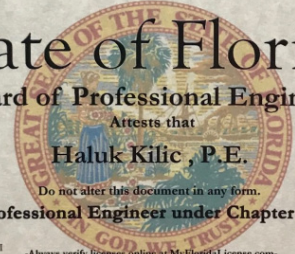
Expiration: 2/28/2019  
Audit No: 228201925659 R

P.E. Lic. No:  
**68357**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Haluk Kilic, P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

Expiration: 2/28/2019  
Audit No: 228201935956 R

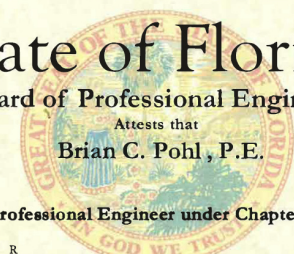
P.E. Lic. No:  
**84244**

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

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Brian C. Pohl, P.E.**




**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

Expiration: 2/28/2019  
Audit No: 228201911643 R

P.E. Lic. No:  
**60216**

**State of Florida**

**Board of Professional Engineers**

Attests that  
**Universal Engineering Sciences, Inc.**




**Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.**

Expiration: 2/28/2019  
Audit No: 228201905358 R

CA Lic. No:  
**549**

# LICENSES



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPLA(435-7352) or (850) 488-2221

March 1, 2017

JOSEPH EDWARD ZAPERT  
3921 S NOVA RD  
PORT ORANGE, FL 32127-4910

SUBJECT: Professional Surveyor and Mapper License # LS4046

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2019.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture  
and Consumer Services  
Board of Professional Surveyors  
and Mappers

LS4046

Professional Surveyor and Mapper  
JOSEPH EDWARD ZAPERT

IS LICENSED under the provisions of Ch. 472 FS  
Expiration date: February 28, 2019

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4046**

Expiration Date February 28, 2019

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JOSEPH EDWARD ZAPERT  
3921 S NOVA RD  
PORT ORANGE, FL 32127-4910



ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)



# LICENSES



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

February 25, 2017

SLIGER & ASSOCIATES, INC  
3921 NOVA RD  
PORT ORANGE, FL 32127-4910

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3019

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2019.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3019**  
Expiration Date February 28, 2019

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SLIGER & ASSOCIATES, INC  
3921 NOVA RD  
PORT ORANGE, FL 32127-4910



ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)



ZEVCOHE-01

PBOWEF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2018

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

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

PRODUCER  
Mitchell Noel Insurance Agency  
1540 Cornerstone Blvd.  
Suite 200  
Daytona Beach, FL 32117

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (386) 677-4761 FAX  
(A/C, No): (386) 673-5370  
E-MAIL  
ADDRESS: email@mitchellnoel.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : The Travelers Indemnity Company of America 25666

INSURER B : Auto-Owners 18988

INSURER C : Southern-Owners 10190

INSURER D : Associated Industries Insurance Company, Inc. 23140

INSURER E : Lexington 19437

INSURER F :

INSURED

ZEV COHEN & ASSOC INC  
300 INTERCHANGE BLVD  
ORMOND BEACH, FL 32174

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |           |          |               |                         |                         |                                                                                 |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                    | X         | X        | 6607D817302   | 11/21/2017              | 11/21/2018              | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                          |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                          |
|          |                                                                                                          |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000                                              |
|          |                                                                                                          |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |
|          |                                                                                                          |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          |                                                                                                          |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |           |          |               |                         |                         |                                                                                 |
|          | POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC                          |           |          |               |                         |                         |                                                                                 |
|          | OTHER:                                                                                                   |           |          |               |                         |                         |                                                                                 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                                 |           |          |               |                         |                         |                                                                                 |
|          | ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                                       | X         | X        | 9684429000    | 10/23/2017              | 10/23/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          | HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                           |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                          |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                          |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                          |           |          |               |                         |                         |                                                                                 |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR              |           |          |               |                         |                         |                                                                                 |
|          | EXCESS LIAB CLAIMS-MADE                                                                                  |           |          | 4163040704    | 11/21/2017              | 11/21/2018              | EACH OCCURRENCE \$ 3,000,000                                                    |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 5,000                                               |           |          |               |                         |                         | AGGREGATE \$                                                                    |
|          |                                                                                                          |           |          |               |                         |                         | \$ 3,000,000                                                                    |
| D        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                        |           |          |               |                         |                         |                                                                                 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N | N/A       | X        | AWC1095864    | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 500,000                                                   |
|          |                                                                                                          |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                           |
|          |                                                                                                          |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |
| E        | <input checked="" type="checkbox"/> Professional Liabili                                                 |           |          | 035713732     | 11/21/2017              | 11/21/2018              | \$2,000,000 agg 2,000,000                                                       |

CERTIFICATE HOLDER

CANCELLATION

FOR PROPOSAL PURPOSES ONLY!

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

AUTHORIZED REPRESENTATIVE

Packet Pg. 541



## VII. – REQUIRED FORM SUBMITTALS

# REQUEST FOR QUALIFICATION PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS

## VII. REQUIRED FORM SUBMITTALS

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

|                                                                                                         | Maximum Points |
|---------------------------------------------------------------------------------------------------------|----------------|
| Summary of Proposer's Qualifications                                                                    | 30             |
| Similar Project Experience within Volusia, include project description and references, only 3 projects. | 30             |
| Experience with Local Government, Municipalities within the region.                                     | 20             |
| Staff Qualifications, Resumes and Organizational Charts                                                 | 20             |
| Total Points                                                                                            | 100            |

**Formal Oral Presentations/Interviews (If Requested) (maximum 4 X 2.5 = maximum 10 points)**

**Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

**Tie Breaker:** In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.)

**PROPOSER CHECK LIST**



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

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

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

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

- ☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 19-PW-01**", Qualification Title "**PROFESSIONAL DESIGN SERVICES FOR HMGP Drainage Projects**" and October 31, 2018 "**@ 10:00 pm**".
- ☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

**ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET**

|                               |                          |
|-------------------------------|--------------------------|
| Zev Cohen & Associates, Inc.  | 300 Interchange Blvd, #c |
| Company                       | Address                  |
| _____                         | Ormond Beach, FL 32174   |
| Authorized Signature          | City, State, Zip Code    |
| Samuel C. Hamilton, Jr., P.E. | 386-677-2482             |
| Printed Name & Title          | Telephone No.            |
| shamilton@zevcohen.com        | 386-677-2505             |
| Email                         | Fax No.                  |

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**  
**Professional Design Services for HMGP Drainage Projects**  
**Request for Qualification (RFQ) #19-PW-01**

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of December, 2018, by and between Zev Cohen & Associates, Inc., duly authorized to conduct business in the State of Florida and whose address is 300 Interchange Blvd, #C, Ormond Beach, FL 32174, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

#19-PW-01

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-03), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

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

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

**SECTION 4. REIMBURSABLE EXPENSES.** "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**

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

**For Contractor:**

Samuel C. Hamilton, Jr., P.E., SVP (Name, Title)  
Zev Cohen & Associates, Inc. (Company)  
300 Interchange Blvd, #C (Address)  
Ormond Beach, FL 32174 (City, State, Zip)  
386-677-2482 (Phone)

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-RFQ# 19-PW-01 – Professional Design Services for HMGP Drainage Projects

jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 8. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

**WITNESSES:**

\_\_\_\_\_

**CITY OF HOLLY HILL**

\_\_\_\_\_  
**Joseph Forte, City Manager**

**Dated:** \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

**FIRMS**

**By:** \_\_\_\_\_  
Samuel C. Hamilton, Jr., P.E., SVP

**Dated:** \_\_\_\_\_ October 31, 2018

**Attachments: A. RFQ #19-PW-01**

**B. Firm Response to RFQ**

Approved by the City Commission of the City of  
Holly Hill at a meeting held on this \_\_\_\_\_  
day of \_\_\_\_\_, 2018 under  
Agenda Item No. \_\_\_\_\_.

### CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned RFQ# 19-PW-01 – Professional Design Services for HMGP Drainage Projects

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interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

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

Zev Cohen & Associates, Inc.

Company

300 Interchange Blvd, #C

Address

Ormond Beach, FL 32174

City, State, Zip Code

Authorized Signature

Samuel C. Hamilton, Jr., P.E.

Sr. Vice President

386-677-2482

Printed Name & Title

Telephone No.

shamilton@zevcohen.com

386-677-2505

Email

Fax No.

State of Florida )

City of Ormond Beach )

SUBSCRIBED AND SWORN to before me this 31<sup>st</sup> day of October, 2018, by  
Samuel C. Hamilton, Jr., P.E., who is personally known to me to be the

Sr. Vice President for the Firm, OR who produced the following  
 identification:\_\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## PROPOSERS QUALIFICATION FORM

### LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

| <u>% Completed</u> | <u>Project</u>                      | <u>Contract Amount</u> |
|--------------------|-------------------------------------|------------------------|
| 90%                | One Daytona/DIS                     | \$ 1,093,500.00        |
| 60%                | Brown & Brown Headquarters Building | \$ 359,200.00          |
| 90%                | Security First                      | \$ 336,000.00          |

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

Flagler County Fire Station RFQ

Daytona Beach Riverfront Esplanade RFQ

### OTHER INFORMATION ABOUT PROJECTS:

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

### STATEMENT OF LITIGATION:

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

☒ Yes ☐ No

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

Please see attached

### FEES:

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

\$ 60,760.00 **Total Fees for work done on all City projects** Riverside Drive Walkway Replacement Assessment (\$24,510.00) and 7th Street Drainage Improvements (\$36,250.00)

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

# LITIGATION STATEMENT

## LITIGATION

### General Statement

Due to the ever increasing litigious nature of our profession, ZCA has defended a small number of minor claims in the past. However, since these claims were mostly frivolous, they were dismissed without obligation. ZCA has never has a judgement ruled against the company or its employees. Furthermore, ZCA has never had to utilize our insurance carrier in the form of a claim, nor have we been declared in default, terminated or removed from a contract or job related to the services we provide, nor failed to complete any work with any contract. Furthermore, ZCA has never been involved in any sort of litigation, investigation or claim (civil, criminal or professional) involving a government agency.

### Activity within the Last Five Years

In 2016 there was a construction/maintenance claim for grading of a single family lot. ZCA provided peer review services and was listed as a potential third party defendant. However, that claim was unfounded and has been resolved without fault.

In 2017 ZCA was named as a third party defendant in a 2007 construction project regarding a paver parking lot. The case has been resolved without fault.

ZCA provided Civil Engineering design for a condominium development in Jacksonville Beach in 2004. ZCA was named as a potential 3rd party participant in a claim made by the HOA against the Developer. Although, we felt like we could have continued to fight this non-substantiated claim, we settled the case with no future claims condition for \$4,500.00.

**REFERENCES:**

Bank(s) Maintaining Account(s): Mr. Robert Ludlow, SunTrust Bank, 1737 N. Clyde Morris

Boulevard, Suite 120, Daytona Beach, FL 32117 386-258-2628

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

ZCA's Corporate Accountant: Ms. Mary Greenlees, Olivari & Associates, Inc.,

141 Sagebrush Trail, Ormond Beach, FL 32174 386-672-0775

**TYPE OF FIRM:**

☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: \_\_\_\_\_

☐ Sole Proprietorship/Years in Business: \_\_\_\_\_

☐ Other: Please list: \_\_\_\_\_

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

Zev Cohen & Associates, Inc.

Company

300 Interchange Blvd, #C

Address

Ormond Beach, FL 32174

City, State, Zip Code

386-677-2482

Telephone No.

386-677-2505

Fax No.

Authorized Signature

Samuel C. Hamilton, Jr., P.E.

Sr. Vice President

Printed Name & Title

shamilton@zevcohen.com

Email



## DECLARATION STATEMENT

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

**RE: RFQ NO. 19-PW-01 - "PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS FOR THE CITY OF HOLLY HILL"**

Dear Mayor and Commission Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.065(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #18-PW-06.** ← #19-PW-01

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 31st day of October, 2018 in the City of Ormond Beach, in the State of Florida.

Zev Cohen & Associates, Inc.  
Company

Authorized Signature  
Samuel C. Hamilton, Jr., P.E.  
Sr. Vice President

Printed Name & Title

shamilton@zevcohen.com  
Email

300 Interchange Blvd, #C  
Address

Ormond Beach, FL 32174

City, State, Zip Code

386-677-2482

Telephone No.

386-677-2505  
Fax No.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

=====

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1. Worker's Compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Statutory Limits of Florida<br>Statutes, Chapter 440 and all<br>Federal Government Statutory Limits and<br>Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability<br>(Occurrence Form) patterned<br>after the current I.S.O form<br>with no limiting endorsements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Bodily Injury &amp; Property Damage</u><br><br><u>\$1,000,000</u> single limit per<br>occurrence                      |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |                                                                                                                          |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |
| <input checked="" type="checkbox"/> 4. Automobile Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>\$ 500,000</u> Each Occurrence<br>Owned/Non-owned/Hired<br>Automobile Included                                        |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:<br>Errors and Omissions or Professional<br>Malpractice Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 1,000,000 Per Occurrence                                                                                              |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                          |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                          |
| <input checked="" type="checkbox"/> 8. The City of Holly Hill must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                          |

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## INSURANCE REQUIREMENTS

(Continued)

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

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

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

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

☒ 11. The Certificate must state the **RFQ Number** and **PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS**.

=====

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

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

Zev Cohen & Associates, Inc.

Company

300 Interchange Blvd, #C

Address

Ormond Beach, FL 32174

Authorized Signature

Samuel C. Hamilton, Jr., P.E.

Sr. Vice President

City, State, Zip Code

386-677-2482

Printed Name & Title

shamilton@zevcohen.com

Telephone No.

386-677-2505

Email

Fax No.

Halifax Insurance Partners

Insurance Agency



Signature of Proposer's Agent

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☒ **YES**  
☐ **NO**

Zev Cohen & Associates, Inc.

Company

Authorized Signature  
 Samuel C. Hamilton, Jr.  
 Sr. Vice President

Printed Name & Title

shamilton@zevcohen.com

Email

300 Interchange Blvd, #C

Address

Ormond Beach, FL 32174

City, State, Zip Code

386-677-2482

Telephone No.

386-677-2505

Fax No.

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**State of FloridaCounty of VolusiaElizabeth J. Dobelbower, being first duly sworn, deposes and says that:Samuel C. Hamilton, Jr., P.E.He/she is Sr. Vice President of Zev Cohen & Associates, Inc., Proposer that has submitted the attached Qualification;

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

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

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

Zev Cohen & Associates, Inc.

Company

300 Interchange Blvd, #C

Address

Ormond Beach, FL 32174

City, State, Zip Code

Samuel C. Hamilton, Jr., P.E.

Sr. Vice President

386-677-2482

Telephone No.

Printed Name &amp; Title

shamilton@zevcohen.com386-677-2505

Fax No.

Email

Subscribed and sworn to before me this 31 day of October, 2018.Notary Public - State of Florida

Title

My Commission Expires: \_\_\_\_\_

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

**ACKNOWLEDGEMENTS**  
**RFQ #19-PW-01 Professional Design Services for HMGP Drainage Projects**

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

Zev Cohen & Associates, Inc.

(Professional Consultant)

agrees to provide PROFESSIONAL SURVEYING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/DESIGN SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

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

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

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

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

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee PROFESSIONAL DESIGN SERVICES FOR HMGP DRAINAGE PROJECTS within 245 calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 31st day of October, 2018  
(Month) (Year)

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

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

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / Samuel C. Hamilton, Jr., P.E.  
(Signature) (Print name)

Address: 300 Interchange Blvd, #C  
Ormond Beach, FL 32174  
\_\_\_\_\_

Telephone: (386) 677-2482 Fax: (386) 677-2505

Taxpayer Identification Number (TIN/EIN): 59-2717554

State Under Which Corporation Was Chartered:  
Florida

Corporate President: M. Dwight DuRant, P.E.  
(Print Name)

Corporate Secretary: Robert J. Ball, P.E.  
(Print Name)

Corporate Treasurer: N/A  
(Print Name)

**CORPORATE SEAL**

Attest By: Robert J. Ball, P.E.  
Secretary

Signature: \_\_\_\_\_ Date: October 31, 2018



## COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

**Valerie Manning, City Clerk**  
386-248-9441  
[vmanning@hollyhillfl.org](mailto:vmanning@hollyhillfl.org)  
1065 Ridgewood Ave  
Holly Hill, FL 32117

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

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

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

Company Name: Zev Cohen & Associates, Inc.

Authorized representative (printed): Samuel C. Hamilton, Jr., P.E.

Authorized representative (signature): \_\_\_\_\_

Project Number: **RFQ 19-PW-01** Date: October 31, 2018

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

### Subcontractor Covered Transactions

- (1) The prospective subcontractor, Zev Cohen & Associates, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

### SUBCONTRACTOR

Zev Cohen & Associates, Inc.  
Company

City of Holly Hill  
Sub-Recipient's Name

\_\_\_\_\_  
Authorized Signature  
Samuel C. Hamilton, Jr.  
Sr. Vice President  
\_\_\_\_\_  
Printed Name & Title

H0085  
DEM Contract Number

4283-79-R  
FEMA Project Number

300 Interchange Blvd, #C  
Street Address

Ormond Beach, FL 32174  
City, State, Zip

October 31, 2018  
Date

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

## REFERENCES FORM

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

1. Name of Company: City of Ormond Beach  
 Address: 22 S. Beach Street, Ormond Beach, Florida 32174  
 Point of Contact: Joyce Shanahan, City Manager  
 Phone #: (386) 676-3201 Email address: shanahan@ormondbeach.org  
 Service(s) Provided: Andy Romano Beachfront Park Design  
 \_\_\_\_\_  
 Dates of Service: 2010-2013
  
2. Name of Company: City of Port Orange  
 Address: 1000 City Center Circle, Port Orange, Florida 32129  
 Point of Contact: Jake Johansson, City Manager  
 Phone #: (386) 506-5501 Email address: mjohansson@port-orange.org  
 Service(s) Provided: Coraci Park Multi-Purpose Sports Field  
 \_\_\_\_\_  
 Dates of Service: 2014-2017
  
3. Name of Company: City of Daytona Beach  
 Address: 950 Bellevue Avenue, Daytona Beach, Florida 32114  
 Point of Contact: Mark Veenstra, Technical Services Project Manager  
 Phone #: (386) 671-8614 Email address: veenstramark@codb.us  
 Service(s) Provided: Derbyshire Park Drainage Improvement  
 \_\_\_\_\_  
 Dates of Service: 2016-current
  
4. Name of Company: Daytona State College  
 Address: P.O. Box 2811, Daytona Beach, Florida 32120-2811  
 Point of Contact: Steve Selig, Construction Manager  
 Phone #: (386) 506-3169 Email address: Steve.Selig@daytonastate.edu  
 Service(s) Provided: Daytona State College Master Plan  
 \_\_\_\_\_  
 Dates of Service: 2012

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Samuel E. Hamilton, Jr., P.E., Sr. Vice President

(Print Individual's Name and Title)

for Zev Cohen & Associates, Inc.

whose business is (Print Name of Entity Submitting Sworn Statement)  
Civil Engineering, Landscape Architecture, Land Planning, Environmental Services  
and Construction Administration

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2717554

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

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this   31st   day of   October  , 2018.

Personally known Samuel C. Hamilton, Jr., P.E.

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of   Florida  

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

**VENDOR INFORMATION**

Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other \_\_\_\_\_(Explain)Federal Employer Identification Number: 59-2717554Firm Name: Zev Cohen & Associates, Inc.Mailing Address: 300 Interchange Blvd, #C, Ormond Beach, FL 32174Telephone No.: 386-677-2482Fax No.: 386-677-2505Email Address: shamilton@zevcohen.comWeb Address: www.zevcohen.com

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

Firm Name: SameRemittance Address: Same

Submitted by: \_\_\_\_\_

Name & Title Printed: Samuel C. Hamilton, Jr., P.E., Sr. Vice President

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)<br><b>Zev Cohen &amp; Associates, Inc.</b>                                                                                                                                                                                                                                                                                                                          |                                         |
|                                                       | Business name, if different from above                                                                                                                                                                                                                                                                                                                                                                        |                                         |
|                                                       | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |                                         |
|                                                       | Address (number, street, and apt. or suite no.)<br><b>300 Interchange Blvd, #C</b>                                                                                                                                                                                                                                                                                                                            | Requester's name and address (optional) |
|                                                       | City, state, and ZIP code<br><b>Ormond Beach, FL 32174</b>                                                                                                                                                                                                                                                                                                                                                    |                                         |
|                                                       | List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                        |                                         |

### Part I Taxpayer Identification Number (TIN)

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

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

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |
| 59 : 2717554                   |

### Part II Certification

Under penalties of perjury, I certify that:

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

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

|              |                               |                                |
|--------------|-------------------------------|--------------------------------|
| Sign<br>Here | Signature of<br>U.S. person ▶ | Date ▶ <b>October 31, 2018</b> |
|--------------|-------------------------------|--------------------------------|

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Attachment: RFQ 19-PW-01 Zev Cohen (2310 : RFQ 19-PW-01 Professional Design Services HMGP)



11/15/2018 10:00

## Evaluation Committee Individual Rating and Group Ranking

| Company Name | Steve Juengst | Antoine Khoury | Brian Walker | TOTAL | Rank Order |
|--------------|---------------|----------------|--------------|-------|------------|
| EA3          | 33            | 45             | 20           | 98    | 5          |
| Mead & Hunt  | 92            | 90             | 98           | 280   | 1          |
| Newkirk      | 79            | 70             | 91           | 240   | 4          |
| Upham Inc    | 89            | 77             | 96           | 262   | 3          |
| Zev Cohen    | 92            | 75             | 100          | 267   | 2          |



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Ordinance

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**MEETING DATE:** December 11, 2018  
**FROM:** Brian Walker  
**SUBJECT:** **FIRST READING - Ordinance 3013 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-707 Titled, "Outdoor Display of Merchandise" to Add Outdoor Display Regulations; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**  
**NUMBER:** (ID # 2308)  
**APPLICANT:** Brian Walker  
**PLANNER:**

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**TITLE:**

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

**DISCUSSION:**

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

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

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

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

At issue are two things: 1. Some businesses were displaying outdoor merchandise prior to the

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

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

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

### **COMMISSION GOAL:**

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

### **STAFF RECOMMENDATION:**

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

### **ATTACHMENTS:**

- Ordinance Outdoor Display (PDF)

### **HISTORY:**

11/27/18

City Commission

PULLED FROM AGENDA TO A DATE CERTAIN

Next: 12/11/18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AND AUTHENTICATED on this 27<sup>th</sup> day of NOVEMBER, 2018 for first reading.**

## ORDINANCE # \_\_\_\_\_

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

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

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

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

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

**SECTION 1.**

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

**SECTION 2.**

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

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

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



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

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

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

### **SECTION 3. SEVERABILITY**

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

**SECTION 4. CONFLICTS**

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

**SECTION 5. CODIFICATION**

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

**SECTION 6. EFFECTIVE DATE**

That this Ordinance shall become effective immediately upon its adoption.



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

**City Commission  
Ordinance**

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**MEETING DATE:** December 11, 2018  
**FROM:** Valerie Manning  
**SUBJECT:** **SECOND READING - Ordinance 3012 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing Ordinance 3010 and Adopted Pursuant to Florida Statute, Section 166.031, Incorporating into the City of Holly Hill Charter Amendments, a Referendum was Passed During the Municipal General Election Held on Tuesday, August 28, 2018, Repealing the Civil Service Act and Approving the 4-Year Staggered Terms for the Mayor and City Commissioners; Repealing All Ordinances in Conflict Herewith; Providing for Severability; and Providing for an Effective Date.**  
**NUMBER:** (ID # 2282)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

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

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

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

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

**FISCAL ANALYSIS:**

N/A

**STAFF RECOMMENDATION:**

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

**COMMISSION GOAL:**

N/A

**MOTION:**

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

**HISTORY:**

11/27/18

City Commission

APPROVED AT 1ST READING

Next: 12/11/18

**Mayor Via opened public participation. No one spoke.**

**Ordinance No. (ID # 2282)**

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

**ORDINANCE 3012**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of DECEMBER, 2018 for second reading.**

**Chris Via**

Chris Via, Mayor

12/11/2018

  
Valerie Manning, City Clerk, CMC 12/11/2018