

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 12, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 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 by City Commissioner John Danio
- c. Pledge of Allegiance

2. PUBLIC COMMENTS**3. APPROVAL OF MINUTES**

- 1. Minutes - November 28, 2023 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

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

- 1. Resolution -2023-R-78 A Resolution of the City Commission of the City of Holly Hill, Florida Waiving the Bidding Requirements for the Construction of the Mirage Pond Project and Awarding the Project to Cc Civil in an Amount Not to Exceed \$308,049.75 and Authorizing the City Manager to Execute the Same
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2023-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Auction of a Donated 2007 30Kw Single Phase Kohler Generator According to Purchasing Policy Section 13.2 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. Resolution -2023-R-80 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Standardized Sole Source High Service Pump #2 Replacement and Installation Proposal from Tom Evans Environmental in the Amount of \$56,978.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 4. Resolution -2023-R-81 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation of Standardized Replacement Peerless Transfer Pumps, Piping and Valves from Tom Evans Environmental for a Cost of \$265,954.04 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

1. Resolution -2023-R-82 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2022-R-17; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
(Requested by Michele Moore, Finance)
2. Resolution -2023-R-83 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Fee Schedule for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.
(Requested by Michele Moore, Finance)
3. PropLogix, LLC D/B/A Orange Data Systems Third Party Lien Search Provider
(Requested by Michele Moore, Finance)

6. PUBLIC HEARINGS

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

1. Ordinance -2023-O-3067 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Brian Walker, Board of Planning and Appeals)
2. 817 Magnolia Avenue Side Setback Variance Request
(Requested by Brian Walker, Board of Planning and Appeals)

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

3.1

**City Commission
Agenda Item**

MEETING DATE: December 12, 2023
FROM: Valerie Manning
SUBJECT: Minutes - November 28, 2023 - Regular City Commission Meeting
NUMBER: (ID # 4366)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 28, 2023 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - November 28, 2023 Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 28, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

*Commissioner Johnson made a motion to **EXCUSE COMMISSIONER DANIO FROM THE MEETING TONIGHT DUE TO HIS WIFE HAVING TO GO TO THE EMERGENCY ROOM FROM A FALL**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

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	Excused	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

1.

Minutes - November 14, 2023 - Regular City Commission and CRA Meeting

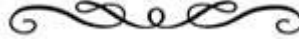
(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - November 28, 2023 Regular City Commission meeting (4366 : Minutes)

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

Enacted and approved this 28th day of November, 2023, in Holly Hill



4. **CONSENT AGENDA - ITEMS (1 - 7)**

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the City Commission wanted to further discuss an item. There was no one.

1. **-2023-R-70 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed \$50,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Proving 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, Johnson
EXCUSED:	Danio

RESOLUTION

2023-R-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$50,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED \$50,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO

**EXECUTE ANY NECESSARY PRICE AGREEMENTS;
AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City anticipates the need for asphalt repair services; and

WHEREAS, the City has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

WHEREAS, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

WHEREAS, the City requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed \$50,000 to The Alternative Asphalt, LLC of Holly Hill, FL.

**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 approve the waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed \$50,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

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

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



2. -2023-R-71 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a Cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a Cost of \$80,845.70 through Bartow Ford and Authorizing the City Manager to Execute the Same; 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, Johnson
EXCUSED:	Danio

RESOLUTION**2023-R-71**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDDING THE PURCHASE OF A 2024 FORD F-350 UTILITY BOX TRUCK WITH A HOIST AT A COST OF \$101,210.70 AND A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDDING THE PURCHASE OF A 2024 FORD F-350 UTILITY BOX TRUCK WITH A HOIST AT A COST OF \$101,210.70 AND A 2024 FORD F-350 MINI DUMP TRUCK AT A COST OF \$80,845.70 THROUGH BARTOW FORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Ford F-350 Utility Box Truck with a Hoist and a Ford F-350 Mini Dump Truck were approved to be purchased in the adopted fiscal year 2023-2024 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

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

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

WHEREAS, the City Commission of the City now desires to authorize and

approve the form of the contract by Charlotte County and any other related documents; and

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

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of a 2024 Ford F-350 Utility Box Truck with a Hoist at a cost of \$101,210.70 and a 2024 Ford F-350 Mini Dump Truck at a cost of \$80,845.70.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



3. -2023-R-72 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 815 70390-1 with Ferguson Enterprises, Inc., for the Purchase of Fiscal Year 2023-2024 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System for the Public Works Department in an Amount Not to Exceed \$20,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2023-R-72**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 815 70390-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF FISCAL YEAR 2023-2024 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$20,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 815 70390-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF FISCAL YEAR 2023-2024 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$20,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Policy 2.39 Other Government Entities' Contracts.

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

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

WHEREAS, the City Commission does hereby approve piggybacking the Volusia County Master Agreement NO. 815 70390-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 plumbing supplies of water treatment plant and water distribution system repair and maintenance for the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve the price agreement for Fiscal Year 2023-2024 for the purchase of plumbing supplies for the repair and maintenance of the water treatment plant and water distribution system in the Public Works Department, in an amount not to exceed \$20,000 and authorizes the City Manager to execute any necessary price agreements.

SECTION 2. That the City Commission does hereby approve the piggybacking the Volusia County Master Agreement NO. 81570390-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 plumbing supplies for the water treatment plant and water distribution system repair and maintenance in the Public Works Department.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



4. -2023-R-73 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 750 4157-1 with Ferguson

Enterprises, Inc., for the Purchase of Stormwater Pipe for the Stormwater Department Repair and Maintenance in the Public Works Department in an Amount Not to Exceed \$50,000, and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing 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, Johnson
EXCUSED:	Danio

RESOLUTION

2023-R-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 750 4157-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF STORMWATER PIPE FOR THE STORMWATER DEPARTMENT REPAIR AND MAINTENANCE IN THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$50,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 750 4157-1 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF STORMWATER PIPE FOR THE STORMWATER DEPARTMENT REPAIR AND MAINTENANCE IN THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$50,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of stormwater pipe for the public works department; and

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

WHEREAS, Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off

U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and Resolution 2019-76 Meeting of November 12, 2019 Updated: 11/5/2019 4:18 PM B Page 4 conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

WHEREAS, the City Commission does hereby approve piggybacking the Volusia County Master Agreement NO. 750 4157-1 with Ferguson Enterprises, Inc. to provide their Fiscal Year 2023-2024 stormwater pipe for the Stormwater Department repair and maintenance in the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve the price agreement for Fiscal Year 2023-2024 for the purchase of plumbing supplies for the repair and maintenance of the Stormwater Department repair and maintenance in the Public Works Department, in an amount not to exceed \$50,000 and authorizes the City Manager to execute any necessary price agreements.

SECTION 2. That the City Commission does hereby approve the piggybacking the Volusia County Master Agreement NO. 750 4157-1 with Ferguson Enterprises, Inc., to provide their Fiscal Year 2023-2024 stormwater pipe for the Stormwater Department repair and maintenance in the Public Works Department.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



5. -2023-R-74 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Bidding Requirement for the Use of Clog Dog Drain and Sewer Services for Locating Cleanouts and Clearing Sewer Blockages, Establishing a Not to Exceed Cost of \$7,500 Annually and Authorizing the City Manager to Execute the Same

(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, Johnson
EXCUSED:	Danio

RESOLUTION

2023-R-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING A NOT TO EXCEED COST OF \$7,500 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE BIDDING REQUIREMENT FOR THE USE OF CLOG DOG DRAIN AND SEWER SERVICES FOR LOCATING CLEANOUTS AND CLEARING SEWER BLOCKAGES, ESTABLISHING A NOT TO EXCEED COST OF \$7,500 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Holly Hill collections maintenance staff encounter sewer blockages that require the assistance of an outside contractor due to the depth of work required and/or access to private property; and

WHEREAS, the City has used Clog Dog Drain and Sewer Services to provide these services and have been impressed with the pricing, expertise and responsiveness of this contractor; and

WHEREAS, Chapter 8 of the City's Purchasing Policy allow for the waiver of bids provided enumerated criteria as set forth in the policy are met; and

WHEREAS, staff recommend that it is advantageous to have an approved vendor in place to react to sewer blockages in a timely manner.

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

SECTION 1. That the City Commission does hereby approve the waiving of the bid requirement in order to use Clog Dog Drain and Sewer Services for the locating of sewer cleanout and clearing of sewer blockages as needed.

SECTION 2. That the City Commission establishes a not to exceed cost of \$7,500 annually and authorizes the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



6. -2023-R-75 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department.

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

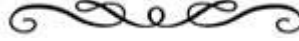
SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2023-24 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

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

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

APPROVED AND AUTHENTICATED on the 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



7. -2023-R-76 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing 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, Johnson
EXCUSED:	Danio

RESOLUTION

2023-R-76

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

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

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

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc., are considered sole source as permitted under section F 2.25 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed \$54,000.00; and

WHEREAS, The services are being provided and considered sole source due to

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

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

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed \$53,700.00.

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

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



5. **REGULAR AGENDA**

1. -2023-R-77 Resolution

A Resolution of the City of Holly Hill, Florida, Approving an Agreement to Transfer the City Interest in the Real Property Located at 921 Daytona Avenue to the Other Owner(S) Pursuant to Certain Terms and Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2023-R-77

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT TO TRANSFER THE CITY INTEREST IN THE REAL PROPERTY LOCATED AT 921 DAYTONA AVENUE TO THE OTHER OWNER(S) PURSUANT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY;

PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT TO TRANSFER THE CITY INTEREST IN THE REAL PROPERTY LOCATED AT 921 DAYTONA AVENUE TO THE OTHER OWNER(S) PURSUANT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the real property located at 921 Daytona Avenue has a residential duplex which was effectively subdivided by prior owners by the execution of deeds transferring each unit to different owners. This subdivision was not approved by the City; and

WHEREAS, on or about June 21, 2023 the owners of one of the residential units of the duplex executed and recorded a Quit Claim deed transferring their interest in said property to the City of Holly Hill (City); and

WHEREAS, the owners never communicated with the City prior or after this transfer, the City never agreed to accept this transfer and the City has no interest in retaining ownership; and

WHEREAS, the City cannot sell its interest in the property because of the unapproved subdivision; and

WHEREAS, as the owner of real property the City is exposed to potential liability, including code violations and personal injuries; and

WHEREAS, the City has been in communication with the owner of the other residential unit of the duplex and this individual is willing to accept the transfer of the residential units transferred to the City on certain terms and conditions as more specifically outlined in the Agreement between the City and the owner attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. There above WHEREAS are incorporated herein as if specifically set forth.

SECTION 2. The City Commission of the City of Holly Hill hereby finds that the City's continued ownership of its interest in the real property located in the 921 Daytona Avenue is not in the public's best interest due to potential liability issues, including code violation and personal injuries sustained on the property. Furthermore, the City cannot sell its interest due to the fact the City's interest was created by an unapproved subdivision of land. If the City sold its interest to a third party, the City would be perpetuating the illegal subdivision of land.

SECTION 3. The City Commission hereby approves the Agreement attached as Exhibit A and authorizes the City Manager to execute same and to execute other documents required to implement said Agreement. Furthermore, the City Manager is authorized to amend the Agreement to facilitate the purpose and intent, which is to transfer the City's interest to the other owner(s) of said the property; correct the illegal subdivision; have the existing code violation corrected by the owner(s) and have the City reimbursed for its costs incurred as set forth in the Agreement.

SECTION 4. 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 5. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 28th day of NOVEMBER, 2023.

Enacted and approved this 28th day of November, 2023, in Holly Hill



2.

Request for Code Enforcement Lien Reduction - 1373 Powers Avenue

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 28th day of November, 2023, in Holly Hill



6. PUBLIC HEARINGS

1. -2023-O-3067 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 12/12/2023 6:00 PM
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Johnson
EXCUSED:	Danio



2.

817 Magnolia Avenue Side Setback Variance Request

(Requested by Brian Walker, Board of Planning and Appeals)

At the request of the applicant, this agenda item has been pulled to the December 12, 2023 City Commission meeting.

RESULT:

PULLED TO A DATE CERTAIN

Next: 12/12/2023 6:00 PM

Enacted and approved this 28th day of November, 2023, in Holly Hill



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that he would like to hold a workshop on December 12, 2023 at 5:00 PM to discuss the following: Incentive Agreement with the Rock Climbing business on 627 Ridgewood Avenue, future concerts at Pictona, Pictona's usage of Sica Hall and the HH Chamber building for senior activities, Pictona identity and/or slogan, solid waste findings update, and neighborhood community meetings for developments.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Johnson mentioned, without going into detail, Mr. Varga's constant calls and/or emails about the new business at 915 Ridgewood Avenue, the marijuana doctor who will be in there; LPGA continues to be a nightmare with the traffic; and mentioned that Volusia Sports Center will be hosting a few activities for the public.

Commissioner Penny reminded everyone that the Community Christmas Club food packing day is on Saturday, December 9th at 9:00 AM at R & R Industries, where they will packing 1,000 boxes to be distributed amongst the eastside of Volusia County.

Commissioner Currie reminded everyone about the Holly Hill Holiday Arts Show at Sunrise Park on December 9th - 10th at Sunrise Park.

Mr. Forte mentioned parking problems that will need to be looked into; there's another tournament at Pictona that same weekend so parking is going to be at a premium. At some point they will have to address some parking possibly at the rear of Public Works property. He thinks they are going to start using the front lawn and he doesn't want the front lawn to start to deteriorate, especially since the Veterans Monument will be put up there soon.

D. Mayor's Comments

Mayor Via reminded everyone about the Christmas Tree Lighting Ceremony this Friday night, December 1st at 6:00 PM in front of City Hall and Miss World America 2023 Victoria DiSorbo will be in attendance as our Grand Marshal and the Saturday morning

the Christmas parade at 10:00 AM; Mayor Via suggested for future parades to have some kind of rules, general guardrails for participants that are in the parade and asked if Attorney Simpson can work on something for them and they can discuss it after the first of the new year; Citizen of the Year and Business of the Year was mentioned and suggested they bring their recommendations to the next meeting; the Mayor's recommendation for Business of the Year would be Carmen Ruiz from Fast Signs has done an amazing stuff for the community this year and helping the city with a project with books and Leslie Graham for Citizen of the Year, same recommendation as last year.

*Commissioner Currie made a motion to **CANCEL THE SECOND CITY COMMISSION MEETING ON TUESDAY, DECEMBER 26, 2023**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

Mayor Via shared his concerns with the Commissioners, Attorney Simpson and Mr. Forte as it pertains to the last Board of Planning and Appeals (BOPA) meeting and encouraged them to listen to it. He has spoken to Mr. Forte about a couple of concerns he had with the board. There was some discussion at this time as to how the meeting was ran and how they had voted and the discussion that followed after the vote was already taken and the good questions that were asked by the board members that took place after they had voted. Attorney Simpson spoke briefly and addressed the Mayor's concerns and explained a few things to the Mayor and City Commissioners at this time. Attorney Simpson mentioned that he will update the BOPA members briefly at their next meeting as it pertains to the Mayor's concerns and questions and update them on some of the rules.

(A copy of this meeting in its entirety is available on a CD upon request in the City Clerk's office or on the city's YouTube channel)

8. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: December 12, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill,
Florida Waiving the Bidding Requirements for the
Construction of the Mirage Pond Project and Awarding the
Project to Cc Civil in an Amount Not to Exceed \$308,049.75
and Authorizing the City Manager to Execute the Same
NUMBER: 2023-R-78
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has identified the Mirage Pond as a stormwater capital project to improve drainage in the area of Flomich Street and Alabama Avenue. Construction planes were completed in early 2022 with most of the construction for this improvement being within the proposed development of Mirage phases 3 and 4 where the site work has already started.

Public Works has asked the site contractor if he is interested in adding the Mirage Pond Improvement while completing the site work for the development. If so he is to please prepare a bid. The contractor CC Civil based in Sarasota Florida has submitted a proposal at a value of \$308,049.75 which is lower than the engineer estimate of about \$400,000.

The City's purchasing policy, Chapter 8, allows for the waivers of bids provided enumerated criteria have been met.

Waivers of Bid:

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the form bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain the written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Staff recommend the formal waiving of the bid procedure in observance of the following criteria:

- ✓ Otherwise as determined to be in the best interest of the city.

FISCAL ANALYSIS:

Mirage Pond has been identified as a capital project with a project # 22SW04. The Funding for this improvement has been identified in account # 461-8110-580-6300.

STAFF RECOMMENDATION:

Approve the waiver of the bid requirement in order to award the construction of the Mirage Pond project to CC Civil in an amount of \$308,049.75 and authorize the City Manager to execute all necessary documents pertaining to this project.

COMMISSION GOAL:

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

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster

preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

THAT THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVE THE BIDDING REQUIREMENTS FOR THE CONSTRUCTION OF THE MIRAGE POND PROJECT AND AWARD THE PROJECT TO CC CIVIL IN AN AMOUNT NOT TO EXCEED \$308,049.75 AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL PERTINENT NECESSARY DOCUMENTS FOR THIS PROJECT.

ATTACHMENTS:

- HH Mirage Pond SW Improvements - 100% Bid Items Proposal 11-28-2023 (PDF)
- Mirage Development Agreement FINAL 1-24-2017 (PDF)

Resolution No. 2023-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVING THE BIDDING REQUIREMENTS FOR THE CONSTRUCTION OF THE MIRAGE POND PROJECT AND AWARDDING THE PROJECT TO CC CIVIL IN AN AMOUNT NOT TO EXCEED \$308,049.75 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVING THE BIDDING REQUIREMENTS FOR THE CONSTRUCTION OF THE MIRAGE POND PROJECT AND AWARDDING THE PROJECT TO CC CIVIL IN AN AMOUNT NOT TO EXCEED \$308,049.75 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has identified the construction of the Mirage Pond as a Capital Project; and

WHEREAS, Public Works has requested a bid from the site contractor, CC Civil; and

WHEREAS, CC Civil has submitted a proposal at a value of \$308,049.75; and

WHEREAS, staff recommend the formal waiving of the bid procedure and award the project to CC Civil in an amount not to exceed \$308,049.75.

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 approve the formal waiving of the bid procedure

SECTION 2. That the City Commission of the City of Holly Hill award the construction of the Mirage Pond project to CC Civil in an amount not to exceed \$308,049.75 and authorized the City Manager to execute the same.

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

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect

Resolution 2023-78

Meeting of December 12, 2023

immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 12th day of DECEMBER,
2023.**

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

4.1.a

MIRAGE POND STORMWATER IMPROVEMENTS

BID NO. xx-XX-xx

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	PRELIMINARY ITEMS				
1	Mobilization	1	LS	\$5000.00	\$5000.00
2	Erosion and Sediment Control	1	LS	\$5000.00	\$5000.00
3	Preconstruction Video	1	LS	\$2500.00	\$2500.00
4	Field Locate and Expose Existing Utilities	1	LS	\$2500.00	\$2500.00
B.	DRAINAGE ITEMS				
1	Storm Structure				
	a) Type 'E' Inlet	2	EA	\$5950.00	\$11950.00
	b) Type 'E' Inlet with weir	4	EA	\$2750.00	\$11000.00
	c) Storm Manhole	7	EA	\$7055.00	\$49385.00
	d) Mitered End Section - 24" x 38"	1	EA	\$4050.00	\$4050.00
	e) Mitered End Section - 24"	1	EA	\$3250.00	\$3250.00
2	Storm Pipe				
	a) 24"x 36" ERCP	850	LF	\$181.00	\$153,850.00
	b) 24" RCP	215	LF	\$98.00	\$21070.00
3	Construct Weir in Existing Structure	4	EA	\$2750.00	\$11000.00
4	Bank and Shore Riprap per FDOT Specs	20	SY	\$75.00	\$1500.00
C.	GENERAL				
1	Water Main Adjustments	1	LS	\$1850.00	\$1850.00
2	Open Cut and Repair Asphalt	150	SY	\$38.55	\$5782.50
3	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	20	SY	\$98.00	\$1960.00
	b) Sidewalks, 2,500 psi	55	SY	\$40.95	\$2252.25
4	Concrete Curb	25	LF	\$23.50	\$587.50
5	Furnish & Install Sod	550	SY	\$5.75	\$3162.50
6	Traffic Control	1	LS	\$2950.00	\$2950.00
7	Compliance with Florida "Trench Safety Act"	1	LS	\$1000.00	\$1000.00
8	Layout, As-Built and Record Drawing Preparation	1	LS	\$6500.00	\$6500.00
TOTAL BID					\$308049.75

Submitted by: Seth Bloom

Digitally signed by Seth Bloom
Date: 2023.11.28 19:36:42 -05'00'

Contractor: CC Civil

Telephone: 941-210-9777

Fax: _____

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: Alexander Kauffman

License No: CUC1225687

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City: City of Holly Hill
1065 Ridgewood Avenue

Holly Hill, FL 327117
Attention:

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

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

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

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

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

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

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

CITY:

CITY OF HOLLY HILL

Joseph Forte
City Manager

DEVELOPER:

MIRAGE HH PARTNERS, LLC, a Florida
limited liability company

Name: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Scott Simpson, City Attorney



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

**City Commission
Resolution**

MEETING DATE: December 12, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Auction of a Donated 2007 30Kw Single Phase Kohler Generator According to Purchasing Policy Section 13.2 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-79
APPLICANT:
PLANNER:

DISCUSSION:

In April 2023, T-Mobile/Sprint donated a 2007 Kohler 30kW single phase generator and pad to the City of Holly Hill that had been previously used by the utility at the elevated water tank located at 1110 Jarecki Avenue. Unfortunately, City staff cannot identify a use for this generator as field generators used for lift stations and wells require multiple phases.

This generator is valued at \$38,150 new and staff recommend that this generator be sold at a public auction with a reserve price set at \$2,000. The City utilizes a third-party auction site, Manheim Auto Auction, to sell surplus vehicles and equipment.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, the value of the property, including scrap value, may exceed \$25,000, which requires that the City Commission approve the equipment as surplus prior to disposition. A T-Mobile Retaining Equipment form is included under 'Exhibit A', surplus request form included under 'Exhibit B' and Purchasing Policy Section 13.2 included under 'Exhibit C'.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items are recommended to be placed into the general fund.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached exhibit as surplus and authorize the sale of the surplus equipment at Manheim Auto Auction.

COMMISSION GOAL:

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

MOTION:

APPROVE THE SURPLUS OF A DONATED 2007 KOHLER 30KW SINGLE PHASE GENERATOR AND AUTHORIZE THE CITY MANAGER TO SELL THIS ITEM AT AUCTION.

ATTACHMENTS:

- Exhibit A - T-Mobile Retaining Equipment Form (PDF)
- Exhibit B - Kohler 30kw Generator Surplus Request Form(PDF)
- Exhibit C - Purchasing Policy Section 13.2 (PDF)

Resolution No. 2023-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AUCTION OF A DONATED 2007 30KW SINGLE PHASE KOHLER GENERATOR ACCORDING TO PURCHASING POLICY SECTION 13.2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AUCTION OF A DONATED 2007 30KW SINGLE PHASE KOHLER GENERATOR ACCORDING TO PURCHASING POLICY SECTION 13.2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department has identified a donated 2007 30kW Single Phase Kohler Generator that is unable to be used for City owned assets; and

WHEREAS, public auction of surplussed equipment will generate revenue for the City to be placed in the general fund.

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

SECTION 1. That the City Commission does hereby declare the donated 2007 30kw Single Phase Kohler generator as surplus and authorizes the sale of this equipment at public auction with a reserve price set to \$2,000.

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

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.



Info Needed for Agreement		Company Info
1	Full legal name of your company:	City of HollyHill
2	Name and title of person who will be signing on behalf of (company):	Mark A Smith
3	Email Address of signer:	msmith@hollyhillfl.org
4	Landlord phone #	386 248-9463
5	Item(s) being transferred to Landlord:	Existing Concrete Pad and Generator for Sprint Equipment
6	Dimensions of transfer item(s):	N/A
7	Site ID:	JA03XC019
8	Site Address:	1110 JARECKI AVENUE, Holly Hill, FL 32117

Attachment: Exhibit A - T-Mobile Retaining Equipment Form (2023-R-79 : Surplus Request - Kohler Generator)



12920 SE 38th Street, Bellevue, WA 98006
www.T-Mobile.com



INVENTORY DISPOSAL FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2007 30KW Single Phase Generator

Tag # n/a **Serial #** 2138014

Manufacturer Kohler **Model #** 30REOZJB

Vehicle # n/a

Reason for Request to Surplus: This generator was donated by T-Mobile/Sprint as

it was no longer in use at the elevated water tank. It is not compatible with City Assets as it's single phase

Department: Public Works

Supervisor: *Antoine Ikhoun*

Date: 15-Nov-23

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: This item was donated to the City.

Recommendation: Recommend auctioning at Manheim Auctions

Approved Disposal Method: _____

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.



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

**City Commission
Resolution**

MEETING DATE: December 12, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Standardized Sole Source High Service Pump #2 Replacement and Installation Proposal from Tom Evans Environmental in the Amount of \$56,978.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-80
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill maintains a public water system to protect the health and well-being of the community. The state permitted water treatment system provides approximately 1.2 million gallons of quality drinking water per day to City customers. The current core water treatment plant was constructed in 1972. To keep the water system in a sustainable condition, the utility system requires routine capital maintenance. Existing Peerless high services pump # 2 has failed and requires replacement. The water plant has 3 other pumps to maintain the system until a replacement pump can be acquired. The current pump is a 51 years old pump and was rebuilt in 2006. Pump #2 is worn beyond refurbishment tolerances and cannot be economically rebuilt again.

Tom Evans Environmental is the local vendor that is authorized to provide the replacement of the specialized high-pressure pump and motor. The replacement includes a turn-key installation for balancing and rebuilding support structures. The replacement Peerless pump system will match the original specifications and permit requirements without permit modification. The quote from Tom Evans Environmental is included under 'Exhibit A'. There is also a sole source letter indicating Tom Evans Environmental is the sole source municipal product supplier of Peerless Pumps. This letter is included as 'Exhibit B.' This sole source letter has been posted on Vendor Link for fifteen business days as required by the City's purchasing policy.

Policy 2.25 of the City's Purchasing Policy provides an exemption from the bidding procedure for sole source items. The policy states; "Sole source or Standardization procurement is exempt from bidding procedures. The user department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000."

Staff recommend the approval of the standardized Peerless high service pump replacement system and installation proposal from Tom Evens Environmental, as the sole source Municipal Product Representation of Peerless Pumps. Once the equipment is acquired from the vendor, the scope of work is anticipated to take one day and can be scheduled to ensure continuous water production.

FISCAL ANALYSIS:

Funds were allocated in the fiscal year 2022/2023 budget for the Clearwell Pump and Piping Project in the amount of \$1,500,000. The proposal from Tom Evans Environmental is in the amount of \$56,978.00. This project is budgeted in general account number 407-8110-580-6300 under project 24-WA-01.

STAFF RECOMMENDATION:

Approve the standardized sole source pump replacement with installation quote from Tom Evans Environmental for the turn-key replacement of the backwash pump in the amount of \$56,978.00 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVING THE STANDARDIZED SOLE SOURCE HIGH SERVICE PUMP REPLACEMENT AND INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL IN THE AMOUNT OF \$56,978.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Tom Evan Environmental Proposal High Service Pump Replacement (PDF)
- Exhibit B - Peerless Pump Sole Source Letter (PDF)

Resolution No. 2023-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARDIZED SOLE SOURCE HIGH SERVICE PUMP #2 REPLACEMENT AND INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL IN THE AMOUNT OF \$56,978.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARDIZED SOLE SOURCE HIGH SERVICE PUMP #2 REPLACEMENT AND INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL IN THE AMOUNT OF \$56,978.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, The water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, Tom Evans Environmental is the sole source municipal product representative of Peerless Pumps; and

WHEREAS, a proposal was received from Tom Evans Environmental for the replacement and installation of water plant Peerless high service pump #2 in the amount of \$56,978.00.

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

SECTION 1. That the Commission of the City of Holly Hill accept the standardized Peerless pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase and installation of the standardized Peerless high service pump system from Tom Evans Environmental for \$56,978.00, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
te@tomevans.com

QUOTE

QUOTE NO. 23-1116aTEREV2
DATE November 16, 2023
EXPIRATION DATE December 16, 2023

TO Mark Smith
City of Holly Hill
453 LPGa Blvd
Holly Hill, FL 32117
msmith@hollyhillfl.org
(386) 248-9463

PROJECT NAME High Service Pump #2
LOCATION Holly Hill

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Tom Evans	Included	FOB, Factory	12-14 weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION
1		FURNISH & INSTALL PEERLESS MODEL 6AE14 HORIZONTAL SPLIT CASE PUMP, BASE, COUPLING & GUARD - SEE ATTACHED DETAIL SHEETS
1		FURNISH & INSTALL 12" x 3.75" FILLER FLANGE
1		FURNISH & INSTALL 6' x 2' x 9" CONCRETE PAD FOR PUMP AND MOTOR
1		FURNISH & INSTALL 10" & 12" FI ACCESSORY KITS FOR INSTALL
1		FURNISH AND INSTALL (8) SS PIPE SUPPORTS ON BOTH SIDES OF ALL PUMPS
2		PRE-GROUT LASER ALIGNMENT, POST-GROUT LASER ALIGNMENT & START UP FREIGHT INCLUDED NOTE: CITY WILL NEED TO HAVE A WAY TO ISOLATE LINE SO THAT WORK CAN BE PERFORMED ***CUSTOMER WILL REUSE EXISTING MOTOR***

Quotation prepared by: *Tom Evans*

TOTAL \$ 56,978.00
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

- We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
- Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
- Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
- Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
- Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.

Packet Pg. 48

Attachment: Exhibit A - Tom Evan Environmental Proposal High Service Pump Replacement (2023-R-80 : Peerless High Service Pump)



Scope of Supply

Project name	Holly Hill - High Service Pump #2	Quote Number / ID	2091478
Customer		Model / Stages	6AE14 / 1
Tag Number	001	Flow, rated	1,600 USgpm
Customer ref. / PO		Differential head / pressure, rated	140.0 ft
		Speed, rated	1750 rpm

Pump

Qty	Description
1	6AE14
	Scope of Supply
	Scope
1	Pump Type
	Pump Type: New Pump
	Scope of Supply: Complete Unit Less Motor (Pump, Base, Cplg & Grd)
	General Pump Construction
	Materials
	Pump Material: Bronze Fitted Horiz Mount
	Pump Rotation: Clockwise (Right Hand)
1	Casing: CI Casing Assembly 125lb/125lb ANSI Flanges
1	Gaskets: Hardware & Split Flange Gasket for Casing
	Impeller Configuration: Standard
1	Impeller Material: Nickle Alum. Brz. Impeller with Integral Rings
2	Casing Ring Material: Bronze Casing Rings
	Shaft Configuration: Single Row Outboard Bearing
1	Shaft Material: CW (RH) Shaft - Steel, Single Row Outboard Bearing
1	Shaft Sleeve Material: 416 SS Shaft Sleeves (set)
1	Bearing Lubrication: Standard Grease Lubricated Ball Bearings
1	Bearing Protection: Single Row Outboard/Inboard Brgs with Std Lip Seals
	Coating: Standard Blue Enamel
	Flange Name Plate (96678789)
	Seal & Packing Construction
	Seal Options
	Seal Type: Mechanical
1	Seal Material: JC, Tp 21, 32-225°F, Carbon/Ceramic, Buna-N, 316SS (Set of 2)
1	Seal Piping: Mechanical Seal Flush Piping - 18-8 Stn Steel
	Mounting Parts
	Base & Coupling Options
1	Base: Fabricated Steel Drip Rim Base
1	Coupling Type & Size: Falk, Steelflex SteelGrid: 1050T10
1	Coupling Guard: ANSI B15.1 Coupling Guard, Steel
1	Motor Mounting : Motor Field Mounted by Customer

Testing

Qty	Description
1	Testing & Certification
	Optional Testing
1	Test Options: US H I Non-Witnessed Performance Test - Hyd Ins 14.6 Unilateral Grade 1U

TOM EVANS ENVIRONMENTAL INC · 3200 FLIGHTLINE DRIVE SUITE #302 · LAKELAND, FL 33811



Testing

Qty	Description
	Motor Non Overloading: Motor Nameplate Customer Supplied Driver Power : Customer Supplied Driver Power : 75 Hydrostatic Test: No Hydrostatic Test

Certification & Documentation

Qty	Description
1	Testing & Certification Product Certifications CE Mark: None

Motor

Qty	Description
1	Scope of Supply Scope Configured for Motor frame size (NOT supplied): Configured Motor 75 hp 365TS Frame 1800 RPM

Commercial

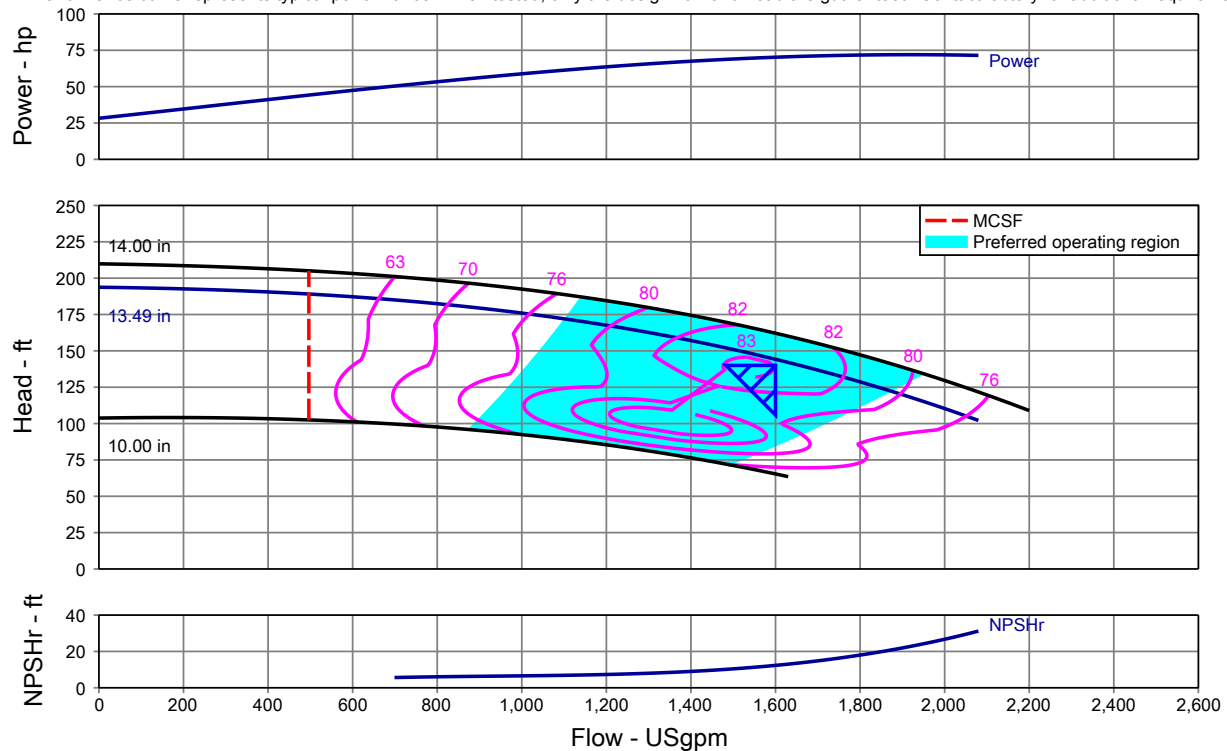
Qty	Description
1	Testing & Certification Product Shipping Shipping Container: Standard Skid (pump and driver) Commercial Terms Commercial Terms Incoterms 2020: FCA Freight Included Named Place: Lakeland, FL

Pump Performance Datasheet

Customer	:		Quote Number / ID	:	2091478
Customer ref. / PO	:		Peerless Model	:	6AE14
Tag Number	:	001	Stages	:	1
Service	:		Based on curve number	:	6AE14-1750 Rev JULY 2021
Quantity	:	1	Date last saved	:	26 Oct 2023 3:13 PM
Operating Conditions			Liquid		
Flow, rated	:	1,600 USgpm	Liquid type	:	Cold Water
Differential head / pressure, rated (requested)	:	140.0 ft	Additional liquid description	:	
Differential head / pressure, rated (actual)	:	144.1 ft	Solids diameter, max	:	0.00 in
Suction pressure, rated / max	:	0.00 / 0.00 psi.g	Solids concentration, by volume	:	0.00 %
NPSH available, rated	:	Ample	Temperature, max	:	68.00 deg F
Site Supply Frequency	:	60 Hz	Fluid density, rated / max	:	1.000 / 1.000 SG
Performance			Viscosity, rated	:	1.00 cP
Speed, rated	:	1750 rpm	Vapor pressure, rated	:	0.34 psi.a
Impeller diameter, rated	:	13.49 in	Material		
Impeller diameter, maximum	:	14.00 in	Material selected	:	Cast Iron - 125# Discharge
Impeller diameter, minimum	:	10.00 in	Pressure Data		
Efficiency	:	82.94 %	Maximum working pressure	:	83.85 psi.g
NPSH required / margin required	:	12.3 / 0.0 ft	Maximum allowable working pressure	:	175.0 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	:	1,108 / 7,322 US Units	Maximum allowable suction pressure	:	300.0 psi.g
MCSF	:	496 USgpm	Hydrostatic test pressure	:	N/A
Head, maximum, rated diameter	:	193.8 ft	Driver & Power Data (@Max density)		
Head rise to shutoff	:	34.36 %	Motor sizing specification	:	Max power (non-overloading)
Flow, best eff. point	:	1,569 USgpm	Margin over specification	:	0.00 %
Flow ratio, rated / BEP	:	101.97 %	Service factor	:	1.15
Diameter ratio (rated / max)	:	96.36 %	Power, hydraulic	:	58.2 hp
Head ratio (rated dia / max dia)	:	88.94 %	Rated power (based on duty point)	:	70.2 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	:	72.0 hp
Selection status	:	Acceptable	Nameplate motor rating	:	75.0 hp / 55.9 kW

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

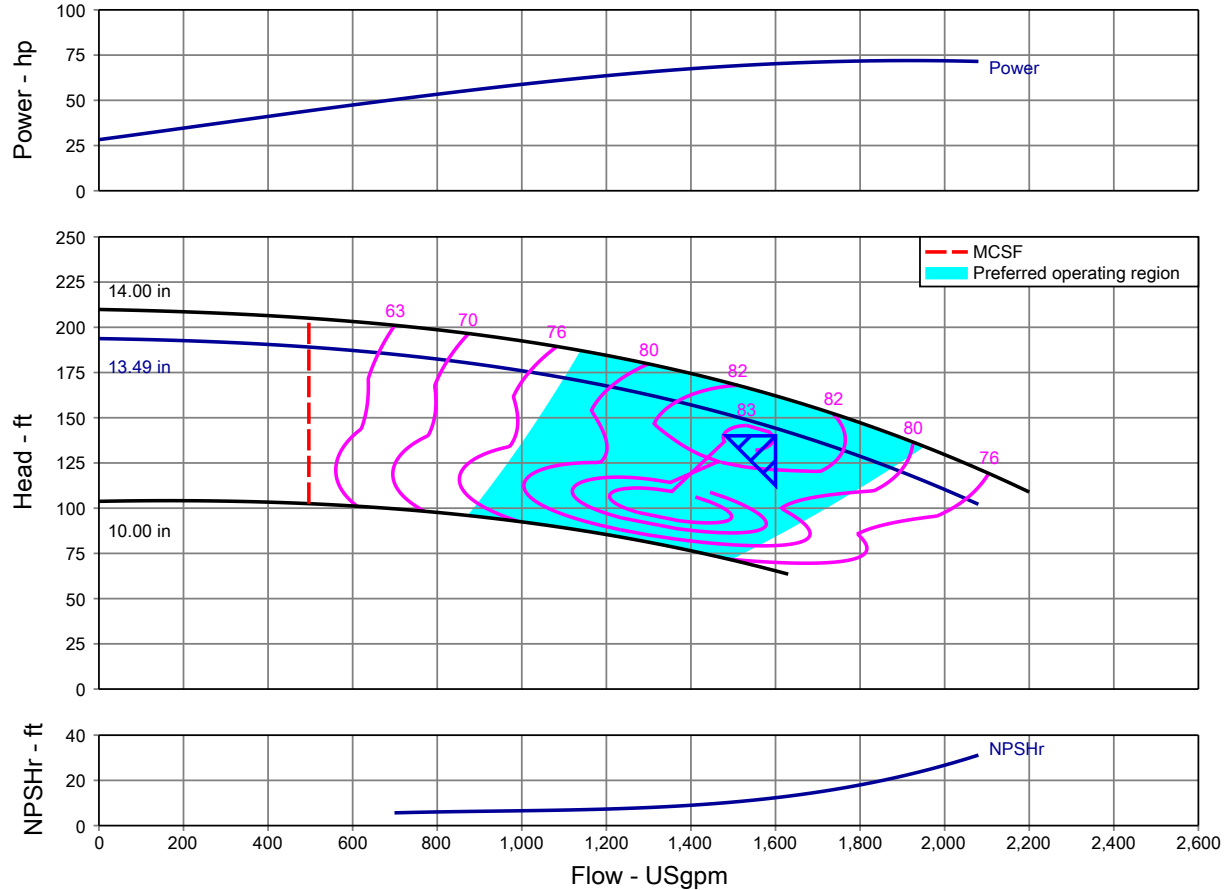
Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Pump Performance Curve

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



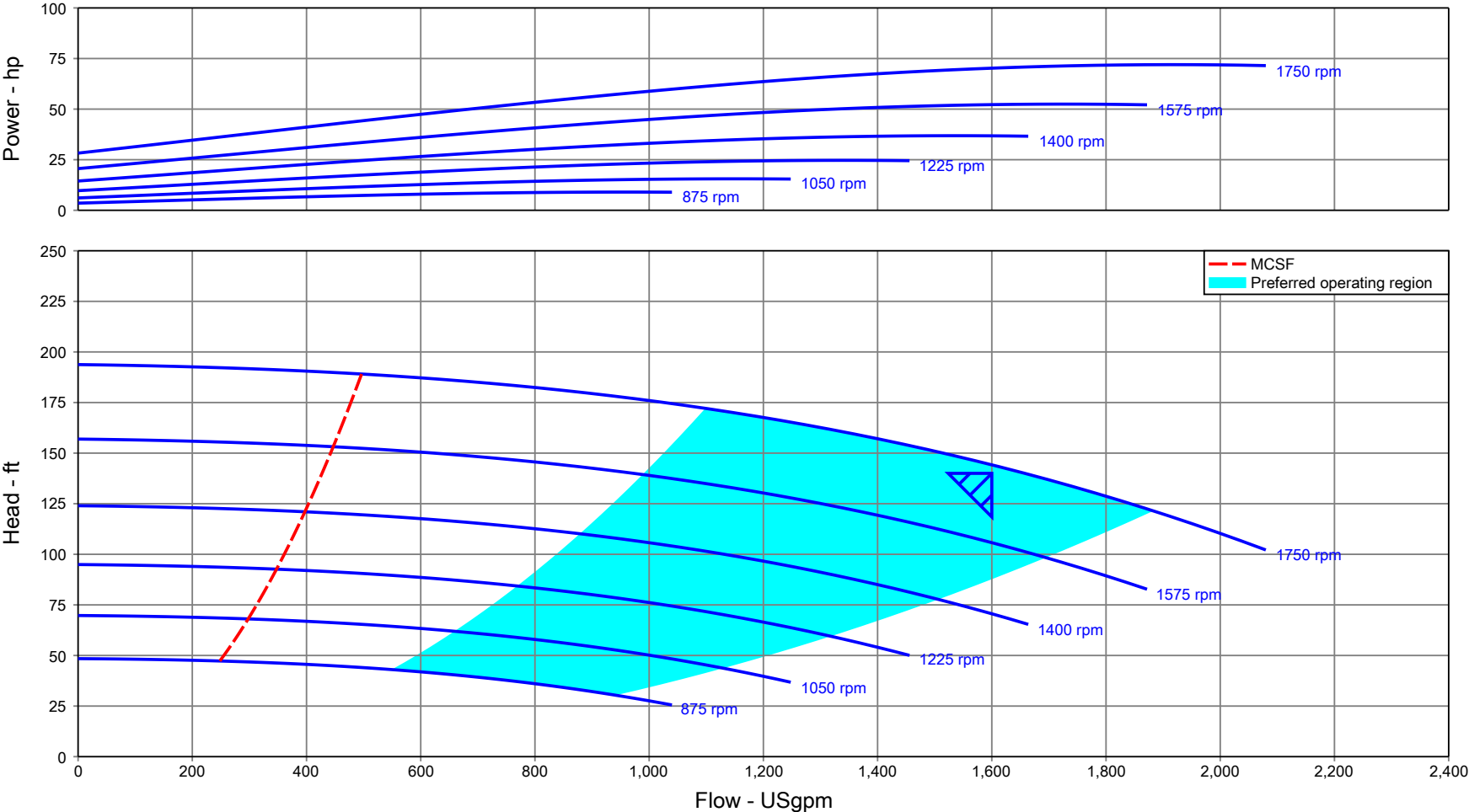
Customer	:	Peerless Model	:	6AE14
Customer ref. / PO	:	Stages	:	1
Tag Number	:	Speed, rated	:	1750 rpm
Service	:	Based on curve number	:	6AE14-1750 Rev JULY 2021
Quantity	:	Efficiency	:	82.94 %
Quote Number / ID	:	Rated power (based on duty point)	:	70.2 hp
Date last saved	:	Max power (non-overloading)	:	72.0 hp
Flow, rated	:	NPSH required	:	12.3 ft
Differential head / pressure, rated	:	Viscosity	:	1.00 cP
Fluid density, rated / max	:	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00

Flow (USgpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	193.8	0.00	28.3	-	-
231	192.4	31.48	35.6	-	-
462	189.6	51.33	43.1	-	-
693	185.2	64.52	50.2	-	-
924	178.6	73.37	56.8	6.4	-
1,155	169.7	79.04	62.6	7.1	-
1,387	157.9	82.17	67.3	8.8	-
1,618	143.0	82.90	70.4	12.7	-
1,849	124.5	80.82	71.9	19.8	-
2,080	102.2	75.02	71.5	31.2	-



Multi-Speed Performance Curve

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)
Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Project name	: Holly Hill - High Service Pump #2	Tag Number	: 001	Speed, rated	: 1750 rpm
Commissioned	:	Service	:	Flow, rated	: 1,600 USgpm
Representative	:	Peerless Model	: 6AE14	Differential head / pressure, rated	: 140.0 ft
Customer	:	Quantity	: 1	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 2091478		ENVIRONMENTAL INC	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 26 Oct 2023 3:13 PM	Quoted By (Sales Engineer)	: Alan Mendoza	Based on curve number	: 6AE14-1750 Rev JULY 2021
		Stages	: 1		



Customer :
Reference :

Construction Data 4.3.a
Peerless Express 23.3.0

Project name	: Holly Hill - High Service Pump #2	Tag Number	: 001
Commissioned Representative	:	Service	:
Customer	:	Model	: 6AE14
Customer ref. / PO	:	Quantity	: 1
Quote Number / ID	: 2091478	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Date last saved	: 26 Oct 2023 3:13 PM	Quoted By (Sales Engineer)	: Alan Mendoza

Construction

Nozzle	Size (in.)	Nozzle Configuration	Pos'n
Suction	8	125# ANSI	-
Discharge	6	125# ANSI	-

Orientation / Configuration : Horizontal Split Case Single Stage
Rotation : Clockwise
Wear Ring Configuration : Integral
Impeller Configuration : Standard
Shaft Configuration : Single Row Outboard Bearing
Sump Depth (feet) :
Bearing Frame :
Bearing Frame Foot :
Bearing Type (Radial/Thrust) :
Bearing Lubrication : Standard Grease Lubricated Ball Bearings
Thrust Bearing :
Intermediate Bearing :
Lower Bearing :
Bearing Housing Accessories :
Peerless Pump Model : 6AE14 - Bronze Fitted Horiz Mount, Mechanical With CI Casing Assembly 125lb/125lb ANSI Flanges

Baseplate, Coupling, and Guard

Baseplate : Fabricated Steel Drip Rim Base
Drip Pan :
Coupling : Falk, Steelflex SteelGrid
Guard : ANSI B15.1 Coupling Guard, Steel

Seal & Packing Construction

Sealing Method : Mechanical
Seal Material : JC, Tp 21, 32-225°F, Carbon/ Ceramic, Buna-N, 316SS (Set of 2)
Packing Gland :
Lantern Ring :
Recirculation Lines : Mechanical Seal Flush Piping - 18-8 Stn Steel

Weights (Approx.)

Pump : 650 lb
Baseplate : 237 lb
Driver : 0 lb
Estimated Shipping Gross Weight : 887 lb

Motor Information

Manufacturer : N/A
Frame Size : 365TS
Power : 0.0 hp
RPM : 1800 rpm
Enclosure : ODP
Operating Power Supply : 460/3/60
Efficiency : Premium
Service Factor : N/A
Motor Application :
Motor Options / Accessories :
Catalog Number :

Materials

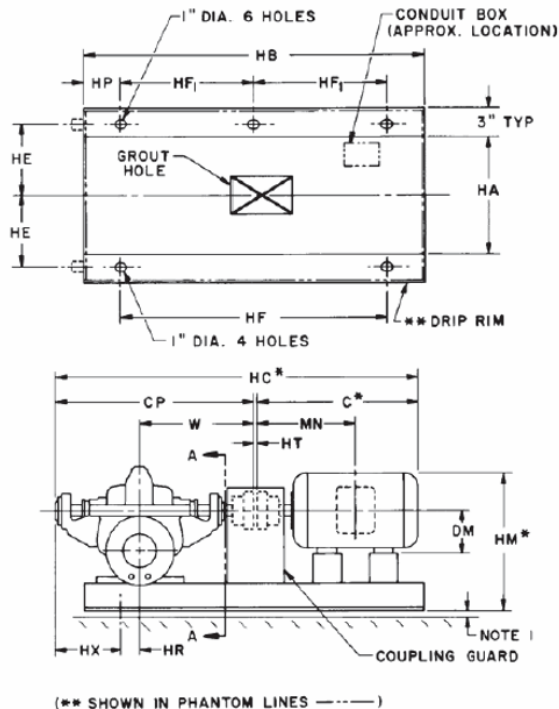
Case : CI Casing Assembly 125lb/125lb ANSI Flanges
Ring, Casing : Bronze Casing Rings
Impeller : Nickle Alum. Brz. Impeller with Integral Rings
Impeller Wear Ring : Integral
Impeller Key : 303 Stainless Steel
Gasket, Casing : Vegetable Fiber
Coating : Standard Blue Enamel
Pump Shaft : CW (RH) Shaft - Steel, Single Row Outboard Bearing
Sleeve : 416 SS Shaft Sleeves (set)
Line Shaft :
Column :
Discharge Pipe :
Discharge Elbow :
Suction Elbow :
Subplate :
Hardware :
O-rings :
Pump Coating : Standard Blue Enamel

Attachment: Exhibit A - Tom Evan Environmental Proposal High Service Pump Replacement (2023-R-80 : Peerless High Service Pump)

General Arrangement Drawing

Project name : Holly Hill - High Service Pump #2
 Commissioned :
 Representative :
 Customer :
 Customer ref. / PO :
 Quote Number / ID : 2091478
 Date last saved : 26 Oct 2023 3:13 PM

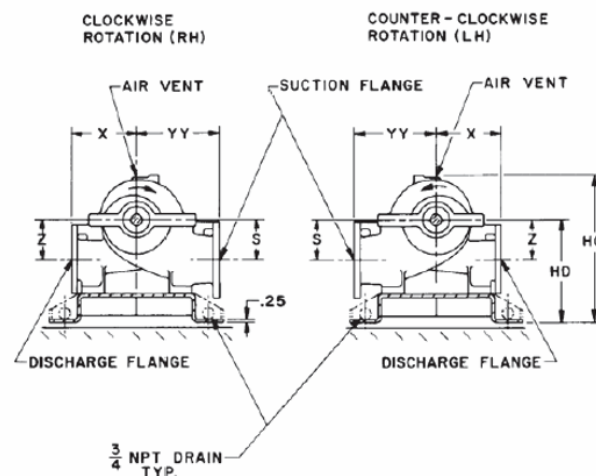
Tag Number : 001
 Service :
 Model : 6AE14
 Quantity of pumps : 1
 Quoted By (Sales Office) : TOM EVANS ENVIRONMENTAL INC
 Quoted By (Sales Engineer) : Alan Mendoza



Note 1: Customer must fill base with grout and allow for .75 to 1.50 inch grout thickness between top of foundation and bottom of base

Note 2: Unit installation and final coupling alignment must be done by the installing contractor per Peerless Pump Company Installation Bulletin 2880549.

VIEW A-A



Units	Frame	CP	S	W	X	YY	Z	C	DM	HC	HD	HM	HO	HR	HT	HX	MN	HA	HB	HE
Inches	365TS	31.25	9	17.5	14.5	16	9.5	32	9	63.5	18	27	29	6	0.25	7.75	15.75	23	60	13

Suction size	8 in.	Suction flange	125 lb ANSI	Base Furnished	Yes	HF	HF1	HP
Discharge size	6 in.	Discharge flange	125 lb ANSI	Rotation	Clockwise (Right Hand)	0	24	6

Flow	1,600 USgpm	Fluid Temp	Cold Water	Impeller Diameter	13.49 in	Enclosure	N/A	Service Factor	N/A
TDH	140.0 ft		68 F	Pump Speed	1750 RPM	Power	0 Hp	Electrical Spec	3/460/60

Pump Weight	650 lbs	Motor Weight	0 lbs	Base Weight	225 lbs	Coupling Weight	12 lbs	Total Weight	887 lbs
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November 16, 2023

Mr. Mark Smith
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Smith,

Please accept this letter as formal notification to the City of Holly Hill that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental

Attachment: Exhibit B - Peerless Pump Sole Source Letter (2023-R-80 : Peerless High Service Pump)





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

**City Commission
Resolution**

4.4

MEETING DATE: December 12, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation of Standardized Replacement Peerless Transfer Pumps, Piping and Valves from Tom Evans Environmental for a Cost of \$265,954.04 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-81
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill maintains a public water system to protect the health and well-being of the community. The state permitted water treatment system provides approximately 1.2 million gallons of quality drinking water per day to City customers. The current core water treatment plant was constructed in 1972. To keep the water system in a sustainable condition, the utility system requires routine capital maintenance. The existing transfer pumps, piping and valves were identified as a capital need for renewal and replacement to maintain continuous water production as part of a Clearwell Pump Project # 24-WA-01. The Engineering firm of Mead and Hunt evaluated the transfer system and recommended replacement with the intent of obtaining an outside construction vendor for the work.

Tom Evans Environmental is the local vendor that is authorized to provide the replacement of the current Peerless transfer pump systems and provide a turn-key quote for replacement. The existing Peerless Pumps have been in operation for over 51 years and are at their end of life. Staff coordinated the proposal based on Mead and Hunt's evaluation to provide resilient operations to replacement Peerless Pumps to match the original pump specifications. The quote for the services is included under 'Exhibit A'. There is also a sole source letter indicating Tom Evans Environmental is the sole source municipal product supplier of Peerless Pumps. This letter is included as 'Exhibit B.' This sole source letter has been posted on Vendor Link for fifteen business days as required by the City's purchasing policy.

Policy 2.25 of the City's Purchasing Policy provides an exemption from the bidding procedure for sole source items. The policy states; "Sole source or Standardization procurement is exempt from bidding procedures. The user department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract

if the dollar amount exceeds \$25,000.”

Staff recommend the approval of the standardized Peerless pump replacement system and installation service proposal from Tom Evans Environmental, as the sole source municipal product representative of Peerless Pumps, to expedite the repair the utility’s backwash water system. Once the equipment is acquired from the vendor, the scope of work is anticipated to take one day and can be scheduled to ensure continuous water production.

FISCAL ANALYSIS:

Funds were allocated in the fiscal year 2022/2023 budget for the Clearwell Pump and Piping Project in the amount of \$1,500,000. The proposal from Tom Evans Environmental is in the amount of \$269,954.04. This project is budgeted in general account number 407-8110-580-6300 under project 24-WA-01.

STAFF RECOMMENDATION:

Approve the standardized sole source pump and motor replacement quote from Tom Evans Environmental for the turn-key replacement of the transfer pump system with piping and valves in the amount of \$265,954.04 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVING THE STANDARDIZED SOLE SOURCE PUMP AND MOTOR REPLACEMENT QUOTE FROM TOM EVANS ENVIRONMENTAL FOR THE TURN-KEY REPLACEMENT OF THE TRANSFER PUMP SYSTEM WITH PIPING AND VALVES IN THE AMOUNT OF \$265,954.04 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Tom Evans Environmental Proposal (PDF)
- Exhibit B - Peerless Pump Sole Source Letter (PDF)

Resolution No. 2023-81

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION OF STANDARDIZED REPLACEMENT PEERLESS TRANSFER PUMPS, PIPING AND VALVES FROM TOM EVANS ENVIRONMENTAL FOR A COST OF \$265,954.04 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION OF STANDARDIZED REPLACEMENT PEERLESS TRANSFER PUMPS, PIPING AND VALVES FROM TOM EVANS ENVIRONMENTAL FOR A COST OF \$265,954.04 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, The water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, Tom Evans Environmental is the sole source municipal product representative of Peerless Pumps; and

WHEREAS, a proposal was received from Tom Evans Environmental for the replacement of the water plant transfer pumps, valving and piping system in the amount of \$265,954.04.

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

SECTION 1. That the Commission of the City of Holly Hill accept the standardized Peerless pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase of the standardized Peerless transfer pump system with valving and piping installation service

proposal for from Tom Evans Environmental for \$265,954.04, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

QUOTE

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
te@tomevans.com

QUOTE NO. 23-1110aTE
DATE November 10, 2023
EXPIRATION DATE December 10, 2023

TO Mark Smith
City of Holly Hill
453 LPGA BLVD
Holly Hill, FL 32117
Msmith@hollyhill.org
(386) 248-9463

PROJECT NAME Water Plant Transfer Pumps Replacement
LOCATION City of Holly Hill

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Tom Evans	Included	FOB, Factory	24-26 weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION
1		FURNISH & INSTALL: PEERLESS MODEL 16MC-1 STAGE VERTICAL TURBINE PUMP, 20 HP, 460V/3PH/60HZ, 20 HP, PER SN 340278- SEE ATTACHED DETAIL SHEETS
1		FURNISH & INSTALL: PEERLESS MODEL 16MC-1 STAGE VERTICAL TURBINE PUMP, 20 HP, 460V/3PH/60HZ, 20 HP, PER SN 340279- SEE ATTACHED DETAIL SHEETS
1		FURNISH & INSTALL: (BACKWASH PUMP #3) (1) SILENT CLOSE CHECK VALVE, (1) WAFER STYLE BUTTERFLY VALVE W/ HAND WHEEL, (1) ARI 2" ARV W/ ASSOCIATED FITTINGS, & (1) 12" x 31" DI FI X FI SPOOL
1		FURNISH & INSTALL: (TRANSFER PUMP #2) (1) 10" L&W CHECK VALVE, (1) ARI 2" ARV W/ ASSOCIATED FITTINGS, & (1) 10" x 44" DI FI x FI SPOOL
1		FURNISH & INSTALL: (TRANSFER PUMP #1) (1) 10" SILENT CLOSE CHECK VALVE, (1) ARI 2" ARV W/ ASSOCIATED FITTINGS, & (1) 10" x 43" DI FI x FI SPOOL
1		FURNISH & INSTALL: (1) 12" WAFER STYLE BUTTERFLY VALVE W/ HANDWHEEL, (1) 12" x 10" FI TEE, (2) 12" x 10" CONCENTRIC FI REDUCER, (1) 10" x 59" DI FI x FI SPOOL, (1) 10" FI TEE, (1) 10" x 33" DI FI x FI SPOOL, (1) 10" WAFER STYLE BUTTERFLY VALVE W/ HANDWHEEL, & (1) 12" x 10" CONCENTRIC FI REDUCER
1		FURNISH & INSTALL: (3) NEW PUMP PEDESTALS USING 5 STAR GROUT PRODUCT FOR BACKWASH & TRANSFER PUMPS
1		REMOVE 4TH PUMP PEDESTAL
1		FURNISH & INSTALL SS PIPE SUPPORTS FOR MULTIPLE LOCATIONS ON PUMP ASSEMBLIES
6		START UP
1		FREIGHT INCLUDED
1		***CUSTOMER WILL REUSE EXISTING MOTORS***

Quotation prepared by: **Tom Evans**

TOTAL \$ 265,954.
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

1. We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
4. Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
5. Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.

Packet Pg. 61

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-81 : Peerless Transfer Pump System)



Scope of Supply

Project name	holly hill VT replacements	Quote Number / ID	1374299
Customer		Model / Stages	16MC/LC / 1
Tag Number	REV3 of 002	Flow, rated	1,600 USgpm
Customer ref. / PO		Differential head / pressure, rated	30.00 ft
		Speed, rated	1180 rpm

Pump

Qty	Description
1	16MC/LC Bowl Assembly Pump Type: New Pump 1 Bowl Size: 16MC Number of Stages: 1 stage Materials of Construction: Materials (Cast Iron, Alum Bronze) Bowl Material: Cast Iron Bowl Configuration (Connection) Top Bowl (Discharge Connection): Threaded Discharge Suction: Bell Suction Line Shaft Bowl Adder: Open Line Shaft (OLS) Shaft, Pump: 1 15/16 inch Pump shaft material (Bowl Shaft): 416 Stainless Steel 1 Efficiency: Premium Efficiency 1 Impeller Wear Rings: Aluminum Bronze Wear Ring 1 Bowl Wear Rings: AlmBronze Wear Ring 1 Suction Accessory: Vortex Suppressor Suction Accessory - Material: 316 Stainless Steel Lateral Travel in Bowl Assembly: Standard Bowl Bearing Materials: Standard (Bronze/Rubber) 1 Impeller Balance: Dynamic (two plane) Balance Dry Pit Application: No 1 Impeller Fastening: 316 Stainless Steel (lock collets) 1 Bowl Bolting: 316 Stainless Steel Bowl Flange Name Plate: Bowl Flange Name Plate for NSF 61 (99403016) Discharge Head Name Plate: Discharge Head Name Plate for NSF 61 (93003539) Column / Line Shaft / Coupling Column Material: Steel Column Pipe Design: Threaded and Coupled Column Diameter: 10 inch Column Pipe: 5 Ft Bearing Spacing Line Shaft Lubrication: Product Lubrication Line Shaft Sleeves: None 1 Line Shaft Material: 416 SS Line Shaft Coupling Design: Threaded Coupling 1 Line Shaft Coupling Material: 316 SS 2 Bearing Retainer: Drop In Line Shaft Bearing Material: Standard (Rubber) Top Shaft Diameter: 1 3/16 inch Top Shaft Material: 416 SS



Pump

Qty	Description
	Column Assembly
1	OLS Threaded Column 10 inch / 1.1875 inch Shaft / 5 Ft Bearing Spacing, Length Base to Bowl 146 inch Column Bottom: (1) OLS Threaded Column 10 inch, Length 60 inch, Steel Column Intermediate: (1) OLS Threaded Column 10 inch, Length 60 inch, Steel Column Top: (1) OLS Threaded Column 10 inch, Code Length to Base 26 inch, Steel
	Shaft Group of Column
	Shaft, Line, Bottom: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Intermediate: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Top: (1) Threaded, D = 1.1875 inch, L = 31.9675 inch, 416 SS Shaft, Top (Motor shaft length) VHS only: (1) Threaded, D = 1.1875 inch, L = 5 inch, 416 SS Top Shaft and Nut
1	Top Shaft & Nut
	Discharge Head
1	Discharge Head Assembly: 10x10x16.5S Discharge Head Flange Rating: 125# Discharge Head Material: Cast Iron Discharge Location: Above Base (floor) Line Shaft Construction: Open Line Shaft (OLS) Sealing Type: Packed Stuffing Box (No Stuffing Box Sleeve - Packing Contacts the Shaft)
1	Column to Discharge Head Fastener Material: 316 Stainless Steel
1	Sole Plate: Steel
1	Top Column Flange (TCF): Cast Iron - Threaded Stuffing Box Bearing Material: Standard (Bronze)
	Driver
	Driver Supplied By: Customer / Existing Efficiency: Premium Motor (Design Types): NEMA BD (Base Diameter, Inches): 16.5 BX (Shaft Size, Inches): 1.1875 CD Dim: CD (Base to Top of Drive Coupling): 24.44 in
	Adapter
	Adapter Required: No
	Coating / Painting Systems
	System: Class I Coating System per Section 510, page 1 (default Tnemec 21)
1	Outside Bowl Assembly: Class I Coating System Inside Bowl Assembly: Standard Coating: Glass or Scotchkote 134
1	Outside Column: Class I Coating System
1	Inside Column: Class I Coating System
1	Outside Discharge Head: Class I Coating System
1	Inside Discharge Head: Class I Coating System
	Assembly / Match Marking / Shipping
1	Factory Assembly for Shipment: Factory Assembled

Testing

Qty	Description
1	Testing Tolerance Type: Hyd Ins 14.6 Unilateral (1U)
1	Factory Performance Test - Non Witness Guarantee Bowl Efficiency : Non Overloading Motor: Motor Nameplate Customer Supplied Driver Power: Customer Supplied Driver Power: 20



Testing

Qty	Description
1	Performance Test Data Sheets
1	Test Curve For Approval - submitted for customer approval (stop/hold of production)
1	Factory Hydrostatic Pressure Test (bowl) - Non-Witness
1	Hydrostatic Pressure Test (discharge head) - Non Witness

Certification & Documentation

Qty	Description
1	Bowl Assembly Drinking Water Approval
1	NSF 61 International Classification Nameplate (Subject to factory validation of design and materials) Drinking
1	Water Certification material selection must be verified before acceptance of order due to complexity check.

Motor

Qty	Description
1	Driver Motor: Special / Custom Motor [Enter Specifics] Custom Motor Selection: Special Motor 20HP at 1200RPM

Commercial

Qty	Description
1	Commercial Terms Incoterms 2020: FCA Freight Included Named Place: Lakeland, FL

User Defined Items

Qty	Description
1	Discharge Head
1	*316SS Coupling Guards

Pump Performance Datasheet

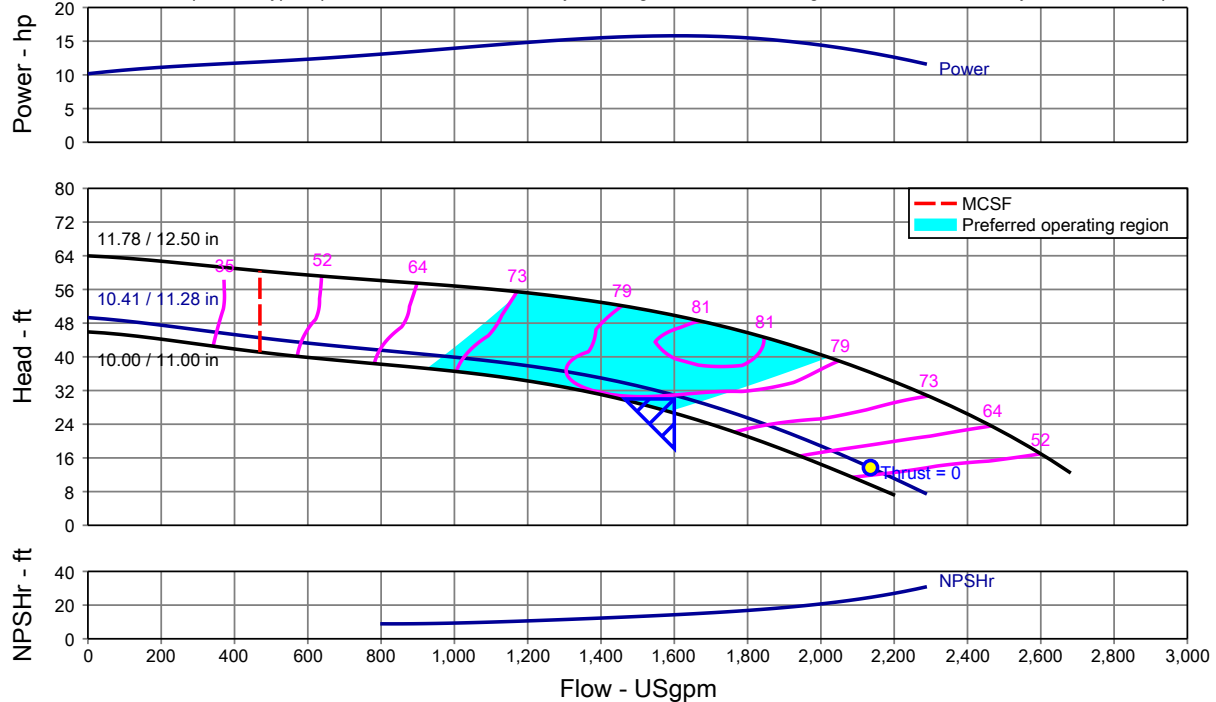
Customer	:	Quote Number / ID	:	1374299
Customer ref. / PO	:	Peerless Model	:	16MC/LC
Tag Number	:	Stages	:	1
Service	:	Based on curve number	:	16MCLC-2626756 Rev Mar 2014
Quantity	:	Date last saved	:	18 Sep 2023 12:40 PM
Operating Conditions		Liquid		
Flow, rated	:	Liquid type	:	Cold Water
Differential head / pressure, rated (requested)	:	Additional liquid description	:	
Differential head / pressure, rated (actual)	:	Solids diameter, max	:	0.00 in
Suction pressure, rated / max	:	Solids concentration, by volume	:	0.00 %
NPSH available, rated	:	Temperature, max	:	68.00 deg F
Site Supply Frequency	:	Fluid density, rated / max	:	1.000 / 1.000 SG
Performance		Viscosity, rated	:	1.00 cP
Speed, rated	:	Vapor pressure, rated	:	0.34 psi.a
Impeller diameter, rated	:	Material		
Impeller diameter, maximum	:	Material selected	:	Material Group, Standard
Impeller diameter, minimum	:	Pressure Data		
Efficiency (bowl / pump)	:	Maximum working pressure	:	See the Additional Data page
NPSH required / margin required	:	Maximum allowable working pressure	:	See the Additional Data page
Ns (imp. eye flow) / Nss (imp. eye flow)	:	Maximum allowable suction pressure	:	N/A
MCSF	:	Hydrostatic test pressure	:	See the Additional Data page
Head, maximum, rated diameter	:	Driver & Power Data (@Max density)		
Head rise to shutoff (bowl / pump)	:	Motor sizing specification	:	Max power (non-overloading)
Flow, best eff. point (bowl / pump)	:	Margin over specification	:	0.00 %
Flow ratio, rated / BEP (bowl / pump)	:	Service factor	:	1.15
Diameter ratio (rated / max)	:	Power, hydraulic	:	12.5 hp
Head ratio (rated dia / max dia)	:	Power (bowl / pump)	:	15.8 / 15.9 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	Max power (non-overloading)	:	15.9 hp
Selection status	:	Nameplate motor rating	:	20.0 hp / 14.9 kW

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



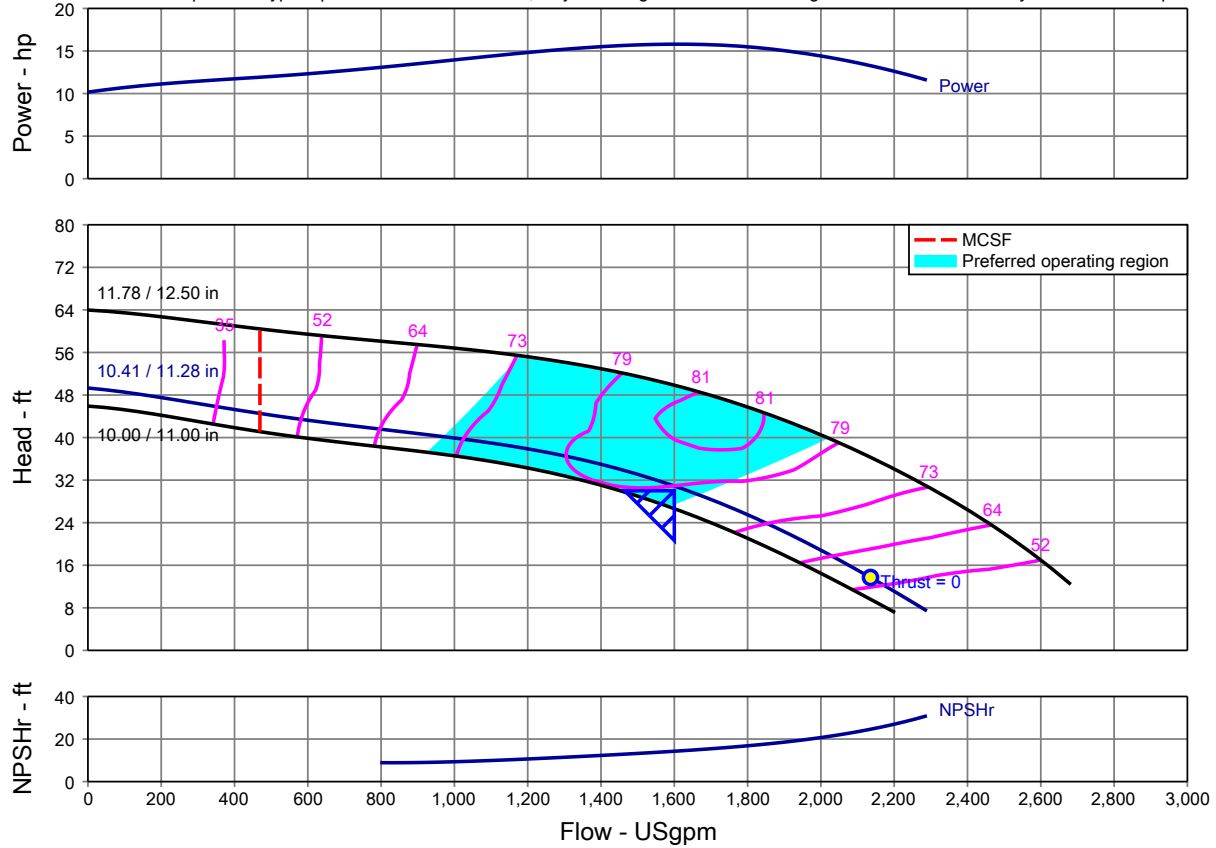
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Customer	:	Peerless Model	:	16MC/LC
Customer ref. / PO	:	Stages	:	1
Tag Number	:	Speed, rated	:	1180 rpm
Service	:	Based on curve number	:	16MCLC-2626756 Rev Mar 2014
Quantity	:	Efficiency (bowl / pump)	:	78.99 / 74.28 %
Quote Number / ID	:	Power (bowl / pump)	:	15.8 / 15.9 hp
Date last saved	:	Max power (non-overloading)	:	15.9 hp
Flow, rated	:	NPSH required	:	14.3 ft
Differential head / pressure, rated	:	Viscosity	:	1.00 cP
Fluid density, rated / max	:	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00

Flow (USgpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	49.32	0.00	10.2	-	806
254	46.92	26.64	11.3	-	767
509	44.13	47.11	12.0	-	674
763	41.87	62.38	12.9	-	588
1,017	39.76	72.78	14.0	9.4	523
1,272	36.96	78.59	15.1	11.2	462
1,526	32.56	79.63	15.8	13.5	374
1,781	26.09	75.36	15.6	16.5	235
2,035	17.55	63.70	14.2	21.6	61
2,289	7.42	37.02	11.6	30.9	-



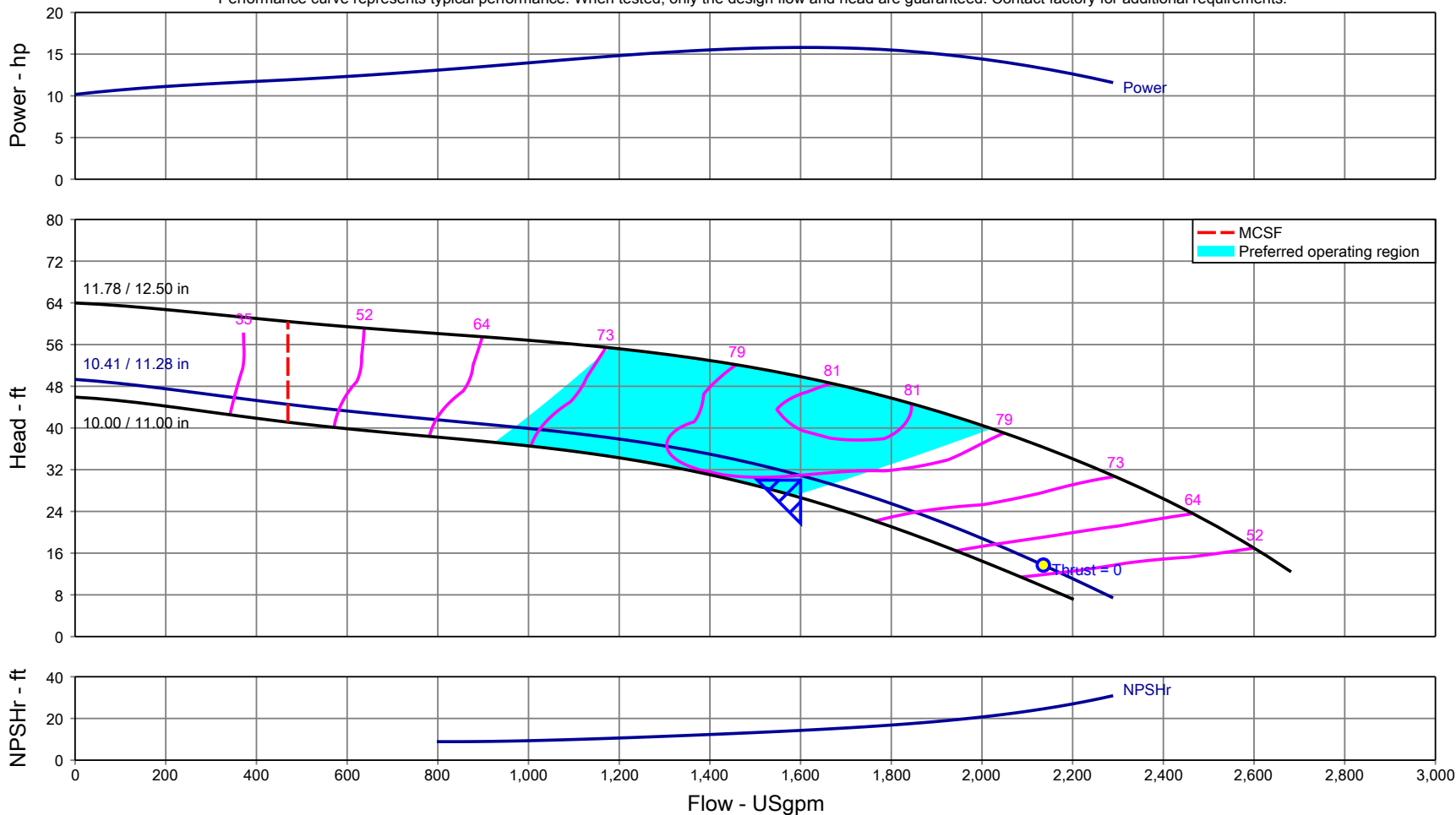
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

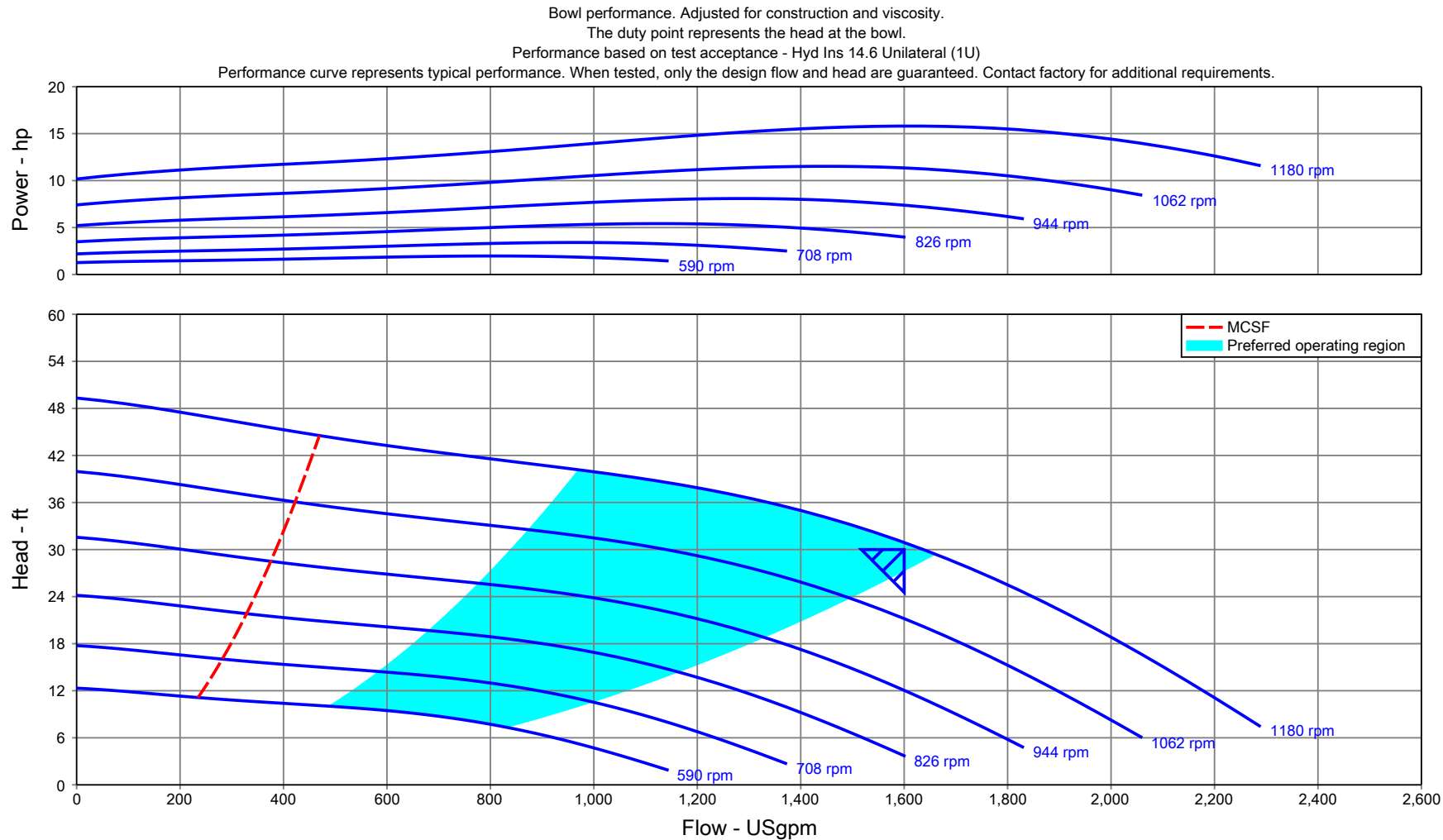
Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Project name	: holly hill VT replacements	Tag Number	: REV3 of 002	Speed, rated	: 1180 rpm
Commissioned	:	Service	: Duplicate of SN 340278	Flow, rated	: 1,600 USgpm
Representative	:	Peerless Model	: 16MC/LC	Differential head / pressure, rated	: 30.00 ft
Customer	:	Quantity	: 1	Power (bowl / pump)	: 15.8 / 15.9 hp
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Max power (non-overloading)	: 15.9 hp
Quote Number / ID	: 1374299		ENVIRONMENTAL INC	Efficiency (bowl / pump)	: 78.99 / 74.28 %
Date last saved	: 18 Sep 2023 12:40 PM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16MCLC-2626756 Rev
		Stages	: 1		Mar 2014

Multi-Speed Performance Curve



Project name	: holly hill VT replacements	Tag Number	: REV3 of 002	Speed, rated	: 1180 rpm
Commissioned	:	Service	: Duplicate of SN 340278	Flow, rated	: 1,600 USgpm
Representative	:	Peerless Model	: 16MC/LC	Differential head / pressure, rated	: 30.00 ft
Customer	:	Quantity	: 1	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 1374299		ENVIRONMENTAL INC	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 18 Sep 2023 12:40 PM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16MCLC-2626756 Rev
		Stages	: 1		Mar 2014

**"Construction Datasheet"**

Customer	:	Quote Number	:	1374299
Customer Reference	:	Service	:	Duplicate of SN 340278
Item Number	:	Date Last Saved	:	18 Sep 2023 12:40 PM
Pump Size - Stages	:	Quantity of Pumps	:	1
Construction		Motor Information		
Bowl construction	:	Manufacturer	:	-
Impeller type	:	Vertical shaft type	:	VHS
Impeller fastening	:	Full load speed	:	0 rpm
Strainer	:	Power	:	0.0 hp
Column construction	:	Service Factor	:	1.15
Column dia (nominal)	:	Volts / Phase / Hz	:	460 V / 3 / 0 Hz
Column pipe length	:	Frame size / Base diameter	:	0.00 in
Max column length	:	Enclosure	:	WP1
Lineshaft diameter	:	Duty Type	:	Continuous duty
Lineshaft construction	:	Inverter Duty Rated	:	0
Lineshaft lubrication	:	Efficiency Class, 100%/75%/50%	:	Premium, 0.00 % / 0.00 % / 0.00 %
Discharge	:	Power factor	:	0 / 0 / 0
Materials		Driver amp full load	:	0.000 A
Bowl	:	NEMA design	:	0
Impeller	:	Motor starting	:	-
Bowl bearing	:	Insulation	:	0
Bowl shaft	:	Ambient temperature	:	32.00 deg F
Bowl wear ring	:	Max altitude	:	0
Impeller wear ring	:	Thrust rating	:	Standard High Thrust
Strainer	:	Additional information		
Column	:	Pit / sump depth	:	182 in
Lineshaft	:	Pump length	:	181.88 in
Bearing retainer / ELS Tube	:	Max pump dia below mounting surface	:	24.00 in
Lineshaft bearing	:	Max sphere size	:	1.19 in
Discharge head	:	Total / best lateral setting	:	1.062 / 0.563
Sole plate	:	Max suction pressure**	:	0.00 psi.g
Paint	:	Testing		
Approximate Weights		Hydraulic performance test	:	Factory Performance Test - Non Witness
Complete pump	:	Hydrostatic test	:	Factory Hydrostatic Pressure Test (bowl) - Non-Witness
Driver	:	Curve approval	:	Yes
		NPSH test	:	None
		String test	:	None
		Test w/ motor	:	None



Pump Performance - Additional Data

Project name	: holly hill VT replacements	Tag Number	: REV3 of 002
Commissioned	:	Service	: Duplicate of SN 340278
Representative	:	Model	: 16MC/LC
Customer	:	Quantity	: 1
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Quote Number / ID	: 1374299	Quoted By (Sales Engineer)	: matthew sanchez
Date last saved	: 18 Sep 2023 12:40 PM	Speed, rated	: 1180 rpm
Stages	: 1		

Performance Data		Stage, Speed and Solids Limits	
Head, maximum diameter, rated flow	: 49.85 ft	Stages, maximum	: 14
Head, minimum diameter, rated flow	: 26.64 ft	Stages, minimum	: 1
Head, maximum, rated diameter	: 49.32 ft	Pump speed limit, maximum	: 1800 rpm
Efficiency adjustment factor, total	: 0.98	Pump speed limit, minimum	: 1 rpm
Power adjustment, total	: 0.4 hp	Curve speed limit, maximum	: 1800 rpm
Head adjustment factor, total	: 1.00	Curve speed limit, minimum	: 1 rpm
Flow adjustment factor, total	: 1.00	Variable speed limit, maximum	: -
NPSHR adjustment factor, total	: 1.00	Variable speed limit, minimum	: -
NPSH margin dictated by pump supplier	: 0.0 ft	Solids diameter limit	: 1.19 in
NPSH margin dictated by user	: 0.0 ft		
NPSH margin used (added to 'required' values)	: 0.0 ft		

Mechanical Limits		Typical Driver Data	
Torque, rated power, rated speed	: 1.35 hp/100 rpm	Driver speed, full load	: 1170 rpm
Torque, maximum power, rated speed	: 1.35 hp/100 rpm	Driver speed, rated load	: 1176 rpm
Torque, driver power, full load speed	: 1.71 hp/100 rpm	Driver efficiency, 100% load	: N/A
Torque, driver power, rated speed	: 1.69 hp/100 rpm	Driver efficiency, 75% load	: N/A
Torque, pump shaft limit	: -	Driver efficiency, 50% load	: N/A
Radial load, worst case	: -		
Radial load limit	: -		
Impeller peripheral speed, rated	: -		
Impeller peripheral speed limit	: -		

Various Performance Data	Flow (USgpm)	Head (ft)	Efficiency (%)	NPSHr (ft)	Power (hp)
Shutoff, rated diameter	0	49.32	-	-	10.2
Shutoff, maximum diameter	0	63.98	-	-	13.6
MCSF	469	44.54	44.27	12.5	11.9
Rated flow, minimum diameter	1,600	26.64	77.24	-	13.9
Rated flow, maximum diameter	1,600	49.85	80.53	-	25.0
BEP flow, rated diameter	1,454	34.01	79.84	12.8	15.6
120% rated flow, rated diameter	1,920	21.64	70.26	18.9	14.9
End of curve, rated diameter	2,289	7.42	37.02	30.9	11.6
End of curve, minimum diameter	2,202	7.12	38.00	28.7	10.4
End of curve, maximum diameter	2,682	12.41	41.74	42.6	20.1
Maximum value, rated diameter	-	49.32	79.84	-	15.9
Maximum value, maximum diameter	-	-	81.24	-	25.7

System differential pressure		@ Density, rated		@ Density, max	
Differential pressure, rated flow, rated diameter (psi)		13.37		13.37	
Differential pressure, shutoff, rated diameter (psi)		21.34		21.34	
Differential pressure, shutoff, maximum diameter (psi)		27.69		27.69	
Discharge pressure		@ Suction pressure, rated	@ Suction pressure, max	@ Suction pressure, rated	@ Suction pressure, max
Discharge pressure, rated flow, rated diameter (psi.g)		13.37	13.37	13.37	13.37
Discharge pressure, shutoff, rated diameter (psi.g)		21.34	21.34	21.34	21.34
Discharge pressure, shutoff, maximum diameter (psi.g)		27.69	27.69	27.69	27.69

Ratios	
Maximum flow / rated flow, rated diameter	: 143.08 %
Head rated diameter / head minimum diameter, rated flow	: 115.98 %

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-81 : Peerless Transfer Pump System)

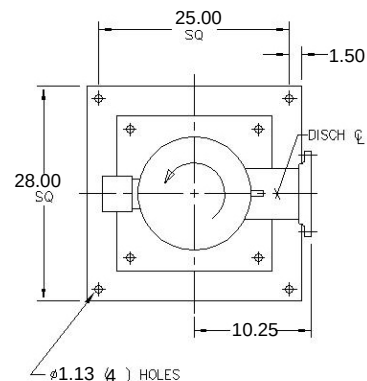
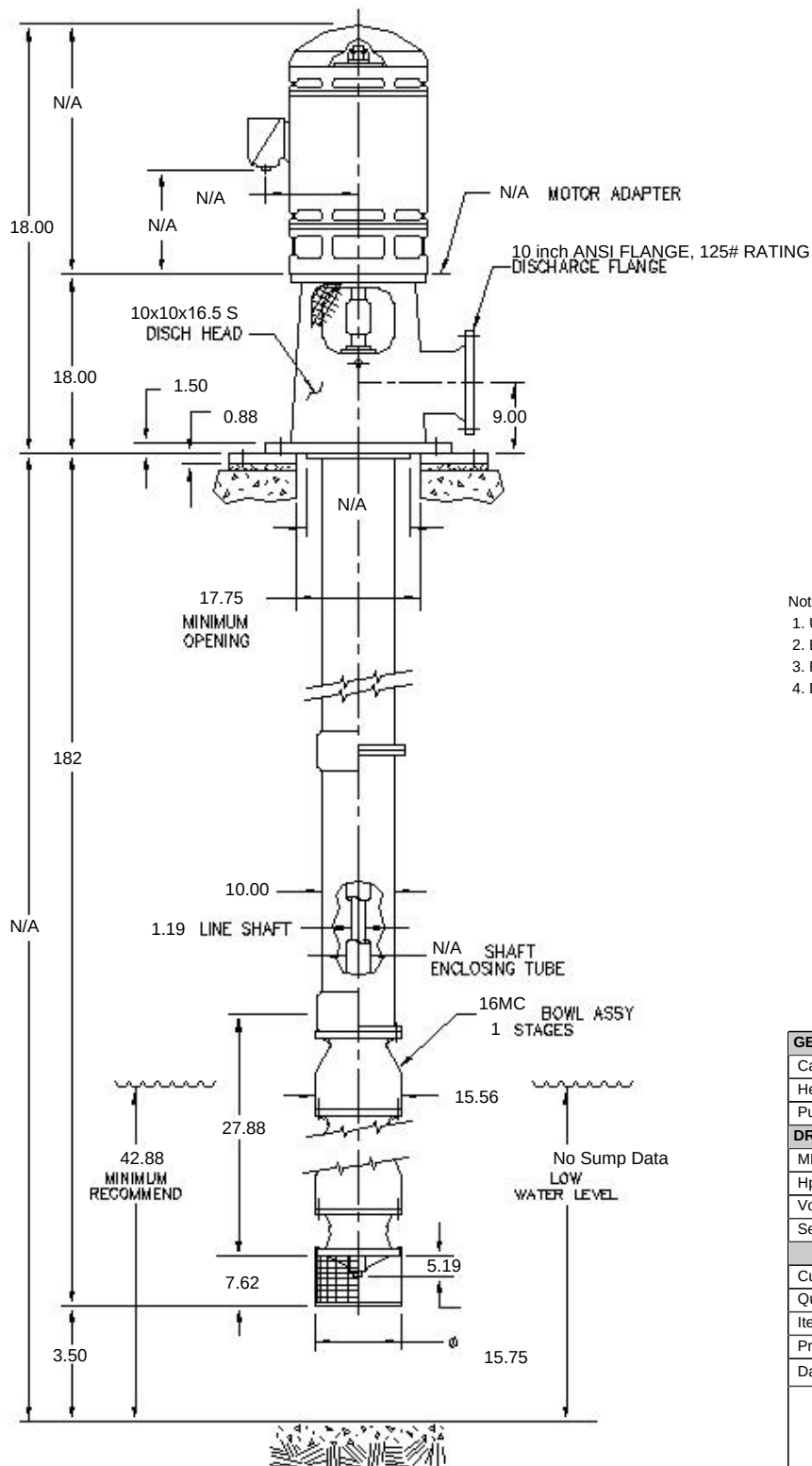
Pump Performance - Additional Data

Head and Power Losses				Dimensions	
Friction loss rate, column	: 1.36 %			Minimum clearance below suction bell lip/case	: 11.12 in
Friction loss, column	: 0.17 ft			Minimum well diameter	: 16.50 in
Friction loss, discharge head	: 0.46 ft			Suction nozzle centerline height	: -
Friction loss, can/barrel	: -			Suction to first stage impeller centerline	: 6.38 in
Friction loss, suction bell and strainer	: 0.00 ft			Bowl assembly length, first stage	: 27.88 in
Friction loss, bowl/column adaptor	: 0.94 ft			Bowl assembly length, upper stage	: 14.50 in
Friction loss, total	: 1.57 ft			Bowl assembly length, total	: 27.88 in
Power loss, lineshaft bearings	: 0.1 hp			Suction bearing hub length	: 5.19 in
Power loss, thrust bearing	: 0.1 hp			Strainer length	: 7.62 in
Power loss, total	: 0.1 hp			Bowl to column adaptor length	: 0.00 in
Bowl vs. Pump Performance				Discharge head stick-down	: 0.00 in
Head (bowl / pump)	: 30.90 ft / 28.58 ft			Submersible motor adaptor length	: -
Efficiency (bowl / pump)	: 78.99 % / 74.28 %			Submersible motor length	: -
Power (bowl / pump)	: 15.8 hp / 15.9 hp			Column length	: 146.37 in
NPSH required at first stage impeller eye	: 14.3 ft			Total pump length	: 181.88 in
Weights and Down Thrust				Can / barrel length	: -
Weight, lineshaft	: 0 lb			Stuffing box sleeve diameter	: 1.19 in
Weight, bowl assembly rotating element	: 547 lb			Suction bell diameter	: -
Thrust factor	: 10.99 lb/ft			Minimum submergence to prevent vortexing	: 0.00 in
Thrust, hydraulic (rated / max)	: 339 / 806 lbf			Actual submergence (based on LLL)	: 174 in
Thrust, bowl shaft end (rated / max)	: 0 / 0 lbf			Discharge head height	: 18.00 in
Thrust, shaft step (rated / max)	: 15 / 15 lbf			Discharge nozzle centerline height	: 9.00 in
Thrust, stuffing box sleeve (rated / max)	: 0 / 0 lbf			Min distance discharge nozzle centerline to suction bell	: 0.00
Thrust, total (rated / max)	: 901 / 1,368 lbf			Lineshaft length	: 164.37 in
Thrust bearing capacity	: -			Bowl shaft diameter	: 1.94 in
* Rated thrust @ rated head, density, and suction pressure where applicable				Bowl diameter, outside	: 15.56 in
* Max thrust @ max head, density, and suction pressure where applicable				Bowl diameter, exit	: 7.00 in
Pressure Data	Maximum working pressure (psi.g)	Maximum allowable working pressure (psi.g)	Hydrostatic test pressure (psi.g)	Column diameter, inside	: 10.02 in
Bowl	21.34	325.0	N/A	Column internal obstruction diameter	: 1.19 in
Column	21.34	-	N/A	Can/barrel diameter, inside	: -
Discharge head	21.34	200.0	N/A	Can/barrel obstruction diameter	
Can/Barrel	-	-	-	NPSH	
Torque Limits				NPSH at bowl (available / required)	: Ample / 14.3 ft
Torque, lineshaft limit	: -			NPSH at low liquid level (available / required)	: Ample / 0.3 ft
				NPSH at suction flange (available / required)	: - / -
				Liquid Velocities	
				Column liquid velocity	: 6.60 ft/s
				Discharge head liquid velocity	: 6.38 ft/s
				Can liquid velocity	: -
				Suction nozzle liquid velocity	: -

**Pump Performance - Additional Data**

Mixed Stage Performance		Set #1	Set #2	Set #3	Set #4	Alternate First Stage
Model		16MC/LC	-	-	-	-
Stages		1	-	-	-	-
Based on curve number		16MCLC-2626756	-	-	-	-
Impeller diameter, rated		10.83 in	-	-	-	-
Impeller diameter, maximum		12.14 in	-	-	-	-
Impeller diameter, minimum		10.50 in	-	-	-	-
Limitations						
Tolerance Type	: Hyd Ins 14.6 Unilateral (1U)	Low liquid level (Measured from bottom of head)		: in		
Head measured at	: Bowl	NPSHa measured at		: Low liquid level		
Pump type	: Complete Pump	Velocity column		: 10.00 ft/s		
Direct connect	: No	Well inside diameter (Enter a value >0 if a diameter check is required)		: in		
Length strategy	: Pump length (T Dimension)	Maximum working pressure strategy		: Maximum head, rated diameter		
Length	: 181.88 in					
Product Line Options						
Suction type	: Bell	Drive shaft type		: VHS		
Bowl discharge type	: Threaded discharge bowl	Discharge location		: Above ground		
Bowl shaft material	: 416 SS	Discharge head material		: Cast Iron		
Bowl shaft diameter	: 1 15/16 inch	Discharge head design		: Type S		
Impeller connection type	: Taper lock	Discharge head size		: 10x10x16.5		
Column diameter	: 10 inch	Sealing type		: Stuffing box		
Column construction	: Threaded	Discharge flange rating		: 125lb ANSI flange		
Suction accessory	: Vortex Suppressor	Coupling design		: Threaded coupling		
Lineshaft material	: 416 SS	Top shaft material		: 416 SS		
Lineshaft diameter	: 1 3/16 inch	Top shaft diameter		: 1 3/16 inch		
Lineshaft lubrication	: Open Lineshaft					
Performance Adjustment Options						
Impeller polished	: Polished	Effective impeller material for galling		: Al Brz C952		
Impeller wear ring	: Al Brz C952	Effective bowl material for galling		: Al Brz C952		
Bowl wear ring	: Al Brz C952	Effective impeller material for polishing		: No Adjustment		

General Arrangement Drawing



Notes

1. Unless otherwise specified, dimensions are in inches
2. Baseplate requires support on all sides.
3. Read instructions before beginning pump assembly or installation.
4. Drawing is preliminary until certified by factory.

APPROXIMATE DRY WEIGHT	
Driver	0 lb
Discharge Head	300 lb
Column / Shaft	415 lb / 68 lb
Bowl Assembly	640 lb
Total	1,423 lb

GENERAL DATA			
Capacity	1,600 USgpm	Liquid	Cold Water
Head	30.00 ft	Specific Gravity	1.000 SG
Pump Speed	1180 rpm		
DRIVER DATA			
MFGR	-	Shaft Type	OLS
Hp	0.0 hp	Enclosure / Type	WP1
Volt / Ph / Hz	460 / 3 / 0 Hz	Frame / Model	0
Service Factor	1.15		
Customer Name			
Quote No 1374299			
Item No. REV3 of 002			
Project holly hill VT replacements			
Date 18 Sep 2023 9:53 AM			



1374299-REV3 of 002

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-81 : Peerless Transfer Pump System)



Scope of Supply

Project name	holly hill VT replacements	Quote Number / ID	1374299
Customer		Model / Stages	16MC/LC / 1
Tag Number	REV3 of 003	Flow, rated	1,600 USgpm
Customer ref. / PO		Differential head / pressure, rated	30.00 ft
		Speed, rated	1180 rpm

Pump

Qty	Description
1	16MC/LC Bowl Assembly Pump Type: New Pump 1 Bowl Size: 16MC Number of Stages: 1 stage Materials of Construction: Materials (Cast Iron, Alum Bronze) Bowl Material: Cast Iron Bowl Configuration (Connection) Top Bowl (Discharge Connection): Threaded Discharge Suction: Bell Suction Line Shaft Bowl Adder: Open Line Shaft (OLS) Shaft, Pump: 1 15/16 inch Pump shaft material (Bowl Shaft): 416 Stainless Steel 1 Efficiency: Premium Efficiency 1 Impeller Wear Rings: Aluminum Bronze Wear Ring 1 Bowl Wear Rings: AlmBronze Wear Ring 1 Suction Accessory: Vortex Suppressor Suction Accessory - Material: 316 Stainless Steel Lateral Travel in Bowl Assembly: Standard Bowl Bearing Materials: Standard (Bronze/Rubber) 1 Impeller Balance: Dynamic (two plane) Balance Dry Pit Application: No 1 Impeller Fastening: 316 Stainless Steel (lock collets) 1 Bowl Bolting: 316 Stainless Steel Bowl Flange Name Plate: Bowl Flange Name Plate for NSF 61 (99403016) Discharge Head Name Plate: Discharge Head Name Plate for NSF 61 (93003539) Column / Line Shaft / Coupling Column Material: Steel Column Pipe Design: Threaded and Coupled Column Diameter: 10 inch Column Pipe: 5 Ft Bearing Spacing Line Shaft Lubrication: Product Lubrication Line Shaft Sleeves: None 1 Line Shaft Material: 416 SS Line Shaft Coupling Design: Threaded Coupling 1 Line Shaft Coupling Material: 316 SS 2 Bearing Retainer: Drop In Line Shaft Bearing Material: Standard (Rubber) Top Shaft Diameter: 1 3/16 inch Top Shaft Material: 416 SS



Pump

Qty	Description
	Column Assembly
1	OLS Threaded Column 10 inch / 1.1875 inch Shaft / 5 Ft Bearing Spacing, Length Base to Bowl 146 inch Column Bottom: (1) OLS Threaded Column 10 inch, Length 60 inch, Steel Column Intermediate: (1) OLS Threaded Column 10 inch, Length 60 inch, Steel Column Top: (1) OLS Threaded Column 10 inch, Code Length to Base 26 inch, Steel
	Shaft Group of Column
	Shaft, Line, Bottom: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Intermediate: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Top: (1) Threaded, D = 1.1875 inch, L = 31.9675 inch, 416 SS Shaft, Top (Motor shaft length) VHS only: (1) Threaded, D = 1.1875 inch, L = 5 inch, 416 SS Top Shaft and Nut
1	Top Shaft & Nut
	Discharge Head
1	Discharge Head Assembly: 10x10x16.5S Discharge Head Flange Rating: 125# Discharge Head Material: Cast Iron Discharge Location: Above Base (floor) Line Shaft Construction: Open Line Shaft (OLS) Sealing Type: Packed Stuffing Box (No Stuffing Box Sleeve - Packing Contacts the Shaft)
1	Column to Discharge Head Fastener Material: 316 Stainless Steel
1	Sole Plate: Steel
1	Top Column Flange (TCF): Cast Iron - Threaded Stuffing Box Bearing Material: Standard (Bronze)
	Driver
	Driver Supplied By: Customer / Existing Efficiency: Premium Motor (Design Types): NEMA BD (Base Diameter, Inches): 16.5 BX (Shaft Size, Inches): 1.1875 CD Dim: CD (Base to Top of Drive Coupling): 24.44 in
	Adapter
	Adapter Required: No
	Coating / Painting Systems
	System: Class I Coating System per Section 510, page 1 (default Tnemec 21)
1	Outside Bowl Assembly: Class I Coating System Inside Bowl Assembly: Standard Coating: Glass or Scotchkote 134
1	Outside Column: Class I Coating System
1	Inside Column: Class I Coating System
1	Outside Discharge Head: Class I Coating System
1	Inside Discharge Head: Class I Coating System
	Assembly / Match Marking / Shipping
1	Factory Assembly for Shipment: Factory Assembled

Testing

Qty	Description
1	Testing Tolerance Type: Hyd Ins 14.6 Unilateral (1U)
1	Factory Performance Test - Non Witness Guarantee Bowl Efficiency : Non Overloading Motor: Motor Nameplate Customer Supplied Driver Power: Customer Supplied Driver Power: 20



Testing

Qty	Description
1	Performance Test Data Sheets
1	Test Curve For Approval - submitted for customer approval (stop/hold of production)
1	Factory Hydrostatic Pressure Test (bowl) - Non-Witness
1	Hydrostatic Pressure Test (discharge head) - Non Witness

Certification & Documentation

Qty	Description
1	Bowl Assembly Drinking Water Approval
1	NSF 61 International Classification Nameplate (Subject to factory validation of design and materials) Drinking
1	Water Certification material selection must be verified before acceptance of order due to complexity check.

Motor

Qty	Description
1	Driver Motor: Special / Custom Motor [Enter Specifics] Custom Motor Selection: Special Motor 20HP at 1200RPM

Commercial

Qty	Description
1	Commercial Terms Incoterms 2020: FCA Freight Included Named Place: Lakeland, FL

User Defined Items

Qty	Description
1	Discharge Head
1	*316SS Coupling Guards

Pump Performance Datasheet

Customer	:	Quote Number / ID	: 1374299
Customer ref. / PO	:	Peerless Model	: 16MC/LC
Tag Number	:	Stages	: 1
Service	:	Based on curve number	: 16MCLC-2626756 Rev Mar 2014
Quantity	: 1	Date last saved	: 18 Sep 2023 9:58 AM

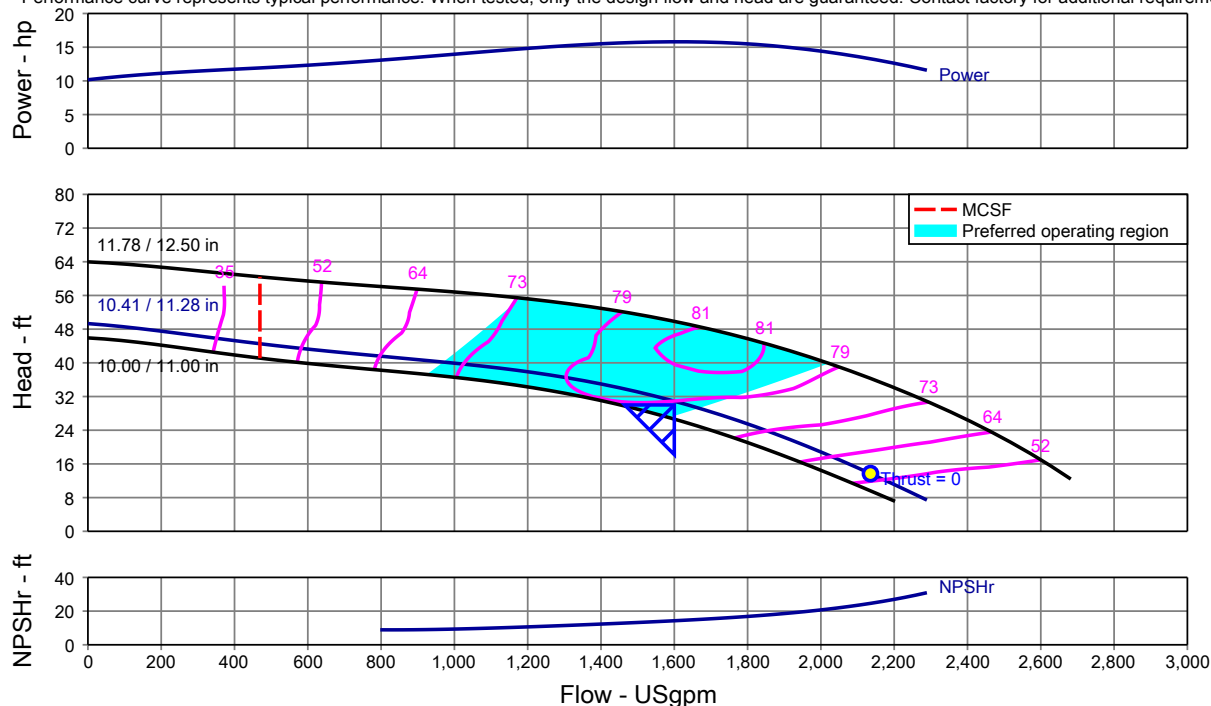
Operating Conditions		Liquid	
Flow, rated	: 1,600 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 30.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 31.23 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1180 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 10.41 / 11.28 in	Material	
Impeller diameter, maximum	: 11.78 / 12.50 in	Material selected	: Material Group, Standard
Impeller diameter, minimum	: 10.00 / 11.00 in	Pressure Data	
Efficiency (bowl / pump)	: 78.99 / 74.28 %	Maximum working pressure	: See the Additional Data page
NPSH required / margin required	: 14.3 / 0.0 ft	Maximum allowable working pressure	: See the Additional Data page
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,761 / 6,181 US Units	Maximum allowable suction pressure	: N/A
MCSF	: 469 USgpm	Hydrostatic test pressure	: See the Additional Data page
Head, maximum, rated diameter	: 49.32 ft	Driver & Power Data (@Max density)	
Head rise to shutoff (bowl / pump)	: 59.61 / 68.15 %	Motor sizing specification	: Max power (non-overloading)
Flow, best eff. point (bowl / pump)	: 1,454 / 1,385 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP (bowl / pump)	: 110.04 / 115.55 %	Service factor	: 1.15
Diameter ratio (rated / max)	: 89.21 %	Power, hydraulic	: 12.5 hp
Head ratio (rated dia / max dia)	: 61.99 %	Power (bowl / pump)	: 15.8 / 15.9 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	: 15.9 hp
Selection status	: Acceptable	Nameplate motor rating	: 20.0 hp / 14.9 kW

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



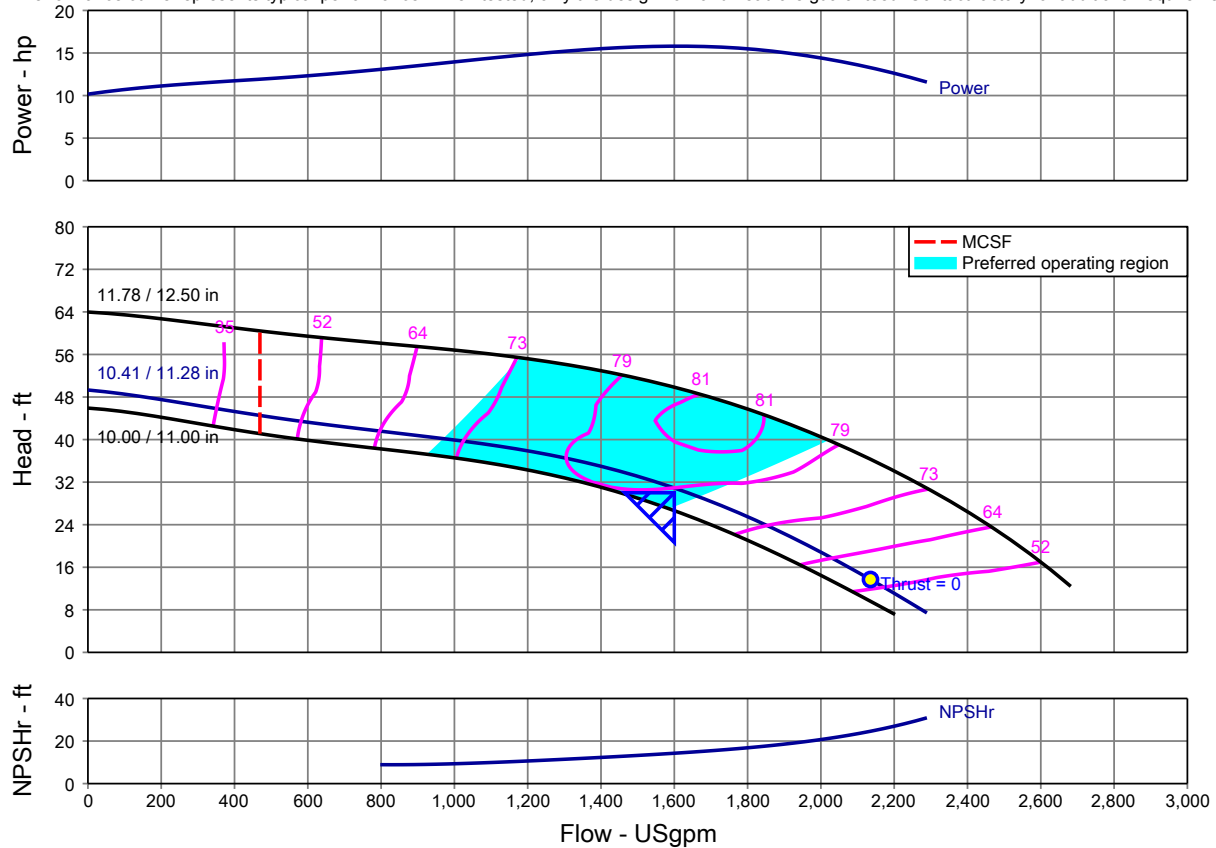
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.

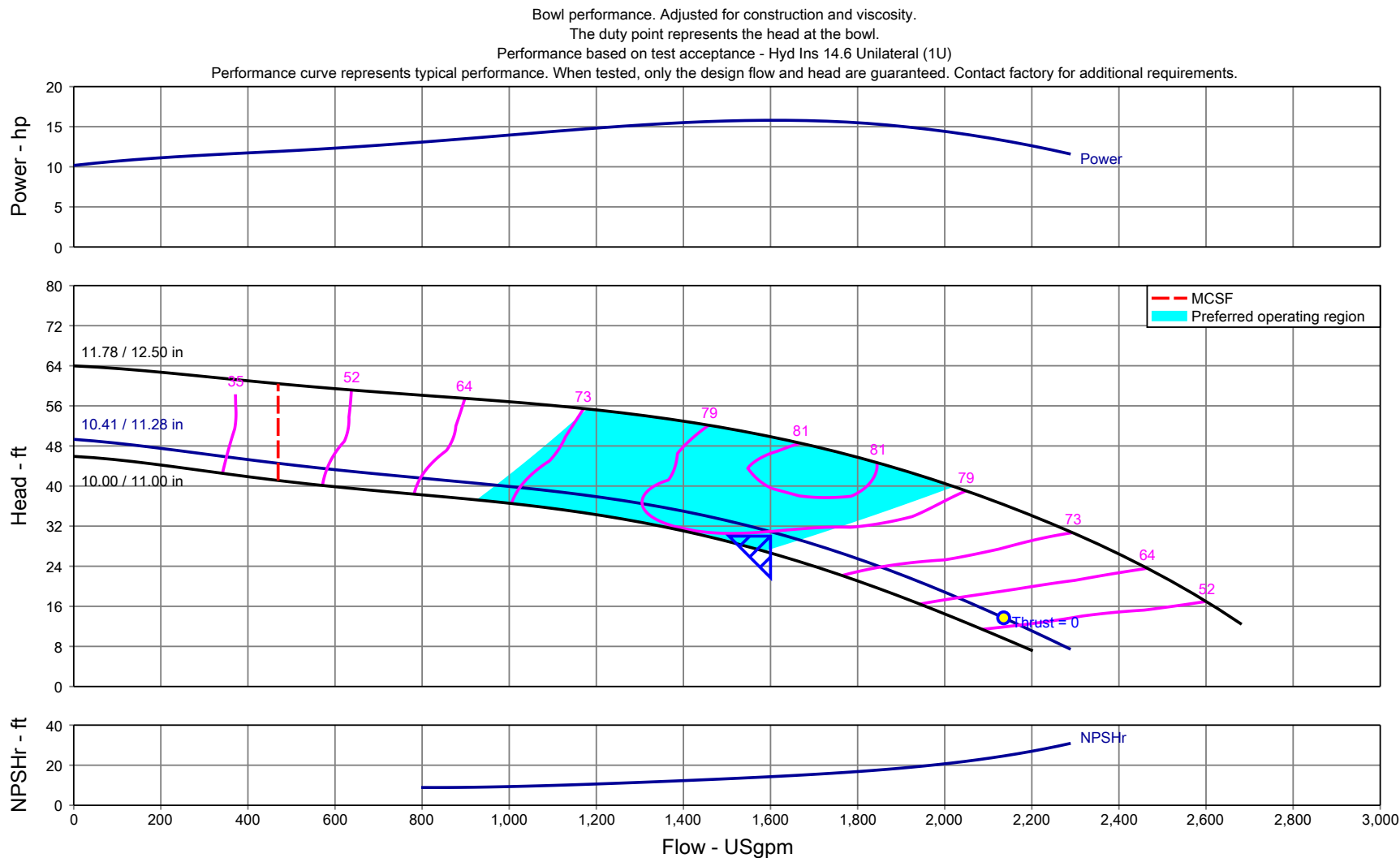


Customer	:	Peerless Model	:	16MC/LC
Customer ref. / PO	:	Stages	:	1
Tag Number	:	Speed, rated	:	1180 rpm
Service	:	Based on curve number	:	16MCLC-2626756 Rev Mar 2014
Quantity	:	Efficiency (bowl / pump)	:	78.99 / 74.28 %
Quote Number / ID	:	Power (bowl / pump)	:	15.8 / 15.9 hp
Date last saved	:	Max power (non-overloading)	:	15.9 hp
Flow, rated	:	NPSH required	:	14.3 ft
Differential head / pressure, rated	:	Viscosity	:	1.00 cP
Fluid density, rated / max	:	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00

Flow (USgpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	49.32	0.00	10.2	-	806
254	46.92	26.64	11.3	-	767
509	44.13	47.11	12.0	-	674
763	41.87	62.38	12.9	-	588
1,017	39.76	72.78	14.0	9.4	523
1,272	36.96	78.59	15.1	11.2	462
1,526	32.56	79.63	15.8	13.5	374
1,781	26.09	75.36	15.6	16.5	235
2,035	17.55	63.70	14.2	21.6	61
2,289	7.42	37.02	11.6	30.9	-

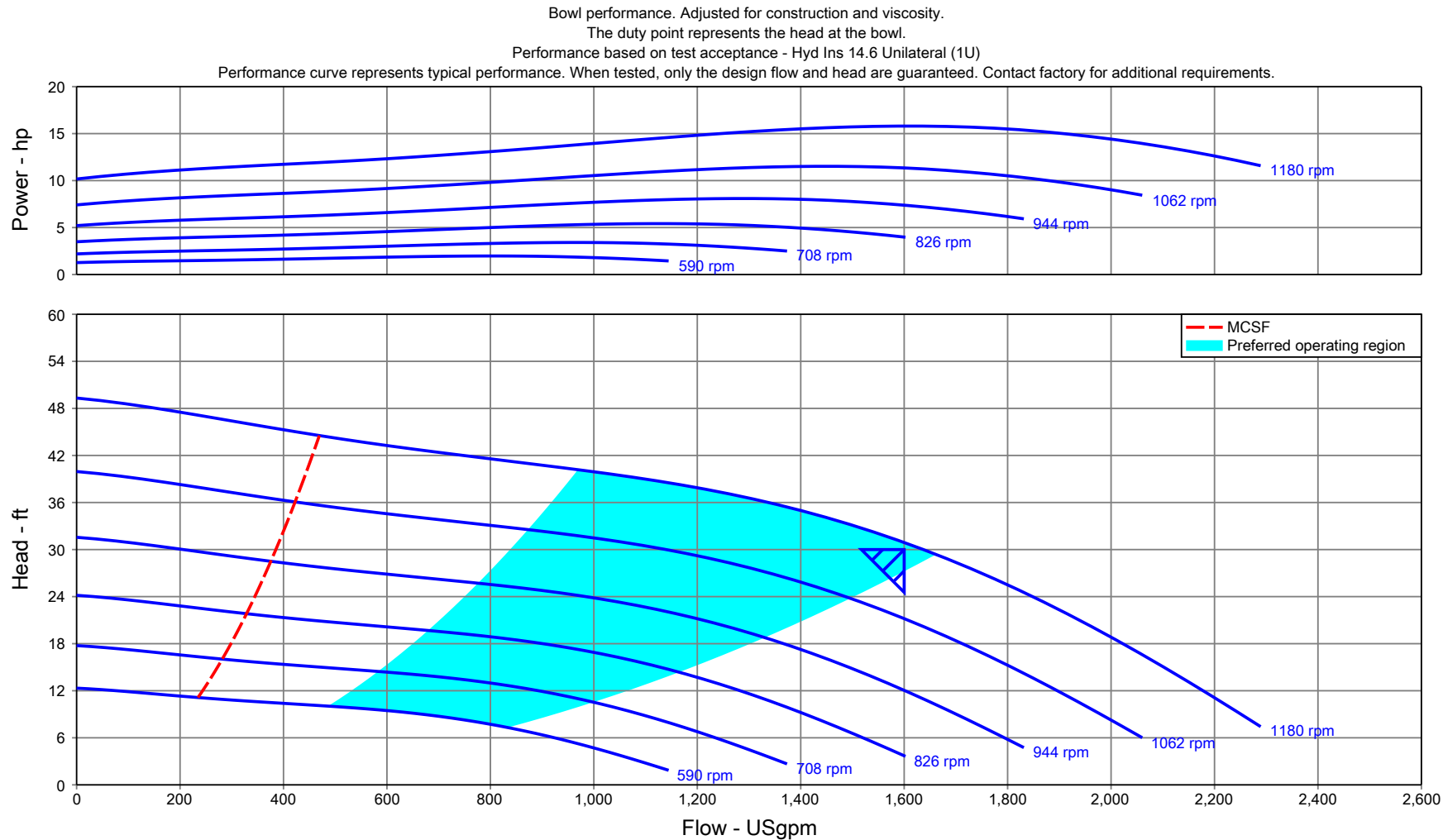


Pump Performance Curve



Project name	: holly hill VT replacements	Tag Number	: REV3 of 003	Speed, rated	: 1180 rpm
Commissioned	:	Service	: Duplicate of SN 340279	Flow, rated	: 1,600 USgpm
Representative	:	Peerless Model	: 16MC/LC	Differential head / pressure, rated	: 30.00 ft
Customer	:	Quantity	: 1	Power (bowl / pump)	: 15.8 / 15.9 hp
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Max power (non-overloading)	: 15.9 hp
Quote Number / ID	: 1374299		ENVIRONMENTAL INC	Efficiency (bowl / pump)	: 78.99 / 74.28 %
Date last saved	: 18 Sep 2023 9:58 AM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16MCLC-2626756 Rev
		Stages	: 1		Mar 2014

Multi-Speed Performance Curve



Project name	: holly hill VT replacements	Tag Number	: REV3 of 003	Speed, rated	: 1180 rpm
Commissioned	:	Service	: Duplicate of SN 340279	Flow, rated	: 1,600 USgpm
Representative	:	Peerless Model	: 16MC/LC	Differential head / pressure, rated	: 30.00 ft
Customer	:	Quantity	: 1	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 1374299		ENVIRONMENTAL INC	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 18 Sep 2023 9:58 AM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16MCLC-2626756 Rev
		Stages	: 1		Mar 2014

**"Construction Datasheet"**

Customer	:	Quote Number	:	1374299
Customer Reference	:	Service	:	Duplicate of SN 340279
Item Number	:	Date Last Saved	:	18 Sep 2023 9:58 AM
Pump Size - Stages	:	Quantity of Pumps	:	1
Construction		Motor Information		
Bowl construction	:	Manufacturer	:	-
Impeller type	:	Vertical shaft type	:	VHS
Impeller fastening	:	Full load speed	:	0 rpm
Strainer	:	Power	:	0.0 hp
Column construction	:	Service Factor	:	1.15
Column dia (nominal)	:	Volts / Phase / Hz	:	460 V / 3 / 0 Hz
Column pipe length	:	Frame size / Base diameter	:	0.00 in
Max column length	:	Enclosure	:	WP1
Lineshaft diameter	:	Duty Type	:	Continuous duty
Lineshaft construction	:	Inverter Duty Rated	:	0
Lineshaft lubrication	:	Efficiency Class, 100%/75%/50%	:	Premium, 0.00 % / 0.00 % / 0.00 %
Discharge	:	Power factor	:	0 / 0 / 0
Materials		Driver amp full load	:	0.000 A
Bowl	:	NEMA design	:	0
Impeller	:	Motor starting	:	-
Bowl bearing	:	Insulation	:	0
Bowl shaft	:	Ambient temperature	:	32.00 deg F
Bowl wear ring	:	Max altitude	:	0
Impeller wear ring	:	Thrust rating	:	Standard High Thrust
Strainer	:	Additional information		
Column	:	Pit / sump depth	:	182 in
Lineshaft	:	Pump length	:	181.88 in
Bearing retainer / ELS Tube	:	Max pump dia below mounting surface	:	24.00 in
Lineshaft bearing	:	Max sphere size	:	1.19 in
Discharge head	:	Total / best lateral setting	:	1.062 / 0.563
Sole plate	:	Max suction pressure**	:	0.00 psi.g
Paint	:	Testing		
Approximate Weights		Hydraulic performance test	:	Factory Performance Test - Non Witness
Complete pump	:	Hydrostatic test	:	Factory Hydrostatic Pressure Test (bowl) - Non-Witness
Driver	:	Curve approval	:	Yes
		NPSH test	:	None
		String test	:	None
		Test w/ motor	:	None

**Pump Performance - Additional Data**

Project name	: holly hill VT replacements	Tag Number	: REV3 of 003
Commissioned	:	Service	: Duplicate of SN 340279
Representative	:	Model	: 16MC/LC
Customer	:	Quantity	: 1
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Quote Number / ID	: 1374299	Quoted By (Sales Engineer)	: matthew sanchez
Date last saved	: 18 Sep 2023 9:58 AM	Speed, rated	: 1180 rpm
Stages	: 1		

Performance Data		Stage, Speed and Solids Limits	
Head, maximum diameter, rated flow	: 49.85 ft	Stages, maximum	: 14
Head, minimum diameter, rated flow	: 26.64 ft	Stages, minimum	: 1
Head, maximum, rated diameter	: 49.32 ft	Pump speed limit, maximum	: 1800 rpm
Efficiency adjustment factor, total	: 0.98	Pump speed limit, minimum	: 1 rpm
Power adjustment, total	: 0.4 hp	Curve speed limit, maximum	: 1800 rpm
Head adjustment factor, total	: 1.00	Curve speed limit, minimum	: 1 rpm
Flow adjustment factor, total	: 1.00	Variable speed limit, maximum	: -
NPSHR adjustment factor, total	: 1.00	Variable speed limit, minimum	: -
NPSH margin dictated by pump supplier	: 0.0 ft	Solids diameter limit	: 1.19 in
NPSH margin dictated by user	: 0.0 ft		
NPSH margin used (added to 'required' values)	: 0.0 ft		

Mechanical Limits		Typical Driver Data	
Torque, rated power, rated speed	: 1.35 hp/100 rpm	Driver speed, full load	: 1170 rpm
Torque, maximum power, rated speed	: 1.35 hp/100 rpm	Driver speed, rated load	: 1176 rpm
Torque, driver power, full load speed	: 1.71 hp/100 rpm	Driver efficiency, 100% load	: N/A
Torque, driver power, rated speed	: 1.69 hp/100 rpm	Driver efficiency, 75% load	: N/A
Torque, pump shaft limit	: -	Driver efficiency, 50% load	: N/A
Radial load, worst case	: -		
Radial load limit	: -		
Impeller peripheral speed, rated	: -		
Impeller peripheral speed limit	: -		

Various Performance Data	Flow (USgpm)	Head (ft)	Efficiency (%)	NPSHr (ft)	Power (hp)
Shutoff, rated diameter	0	49.32	-	-	10.2
Shutoff, maximum diameter	0	63.98	-	-	13.6
MCSF	469	44.54	44.27	12.5	11.9
Rated flow, minimum diameter	1,600	26.64	77.24	-	13.9
Rated flow, maximum diameter	1,600	49.85	80.53	-	25.0
BEP flow, rated diameter	1,454	34.01	79.84	12.8	15.6
120% rated flow, rated diameter	1,920	21.64	70.26	18.9	14.9
End of curve, rated diameter	2,289	7.42	37.02	30.9	11.6
End of curve, minimum diameter	2,202	7.12	38.00	28.7	10.4
End of curve, maximum diameter	2,682	12.41	41.74	42.6	20.1
Maximum value, rated diameter	-	49.32	79.84	-	15.9
Maximum value, maximum diameter	-	-	81.24	-	25.7

System differential pressure	@ Density, rated		@ Density, max	
Differential pressure, rated flow, rated diameter (psi)	13.37		13.37	
Differential pressure, shutoff, rated diameter (psi)	21.34		21.34	
Differential pressure, shutoff, maximum diameter (psi)	27.69		27.69	
Discharge pressure	@ Suction pressure, rated	@ Suction pressure, max	@ Suction pressure, rated	@ Suction pressure, max
Discharge pressure, rated flow, rated diameter (psi.g)	13.37	13.37	13.37	13.37
Discharge pressure, shutoff, rated diameter (psi.g)	21.34	21.34	21.34	21.34
Discharge pressure, shutoff, maximum diameter (psi.g)	27.69	27.69	27.69	27.69

Ratios	
Maximum flow / rated flow, rated diameter	: 143.08 %
Head rated diameter / head minimum diameter, rated flow	: 115.98 %

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-81 : Peerless Transfer Pump System)

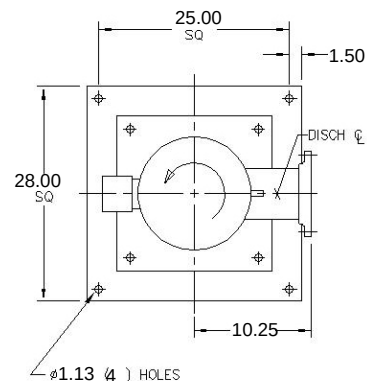
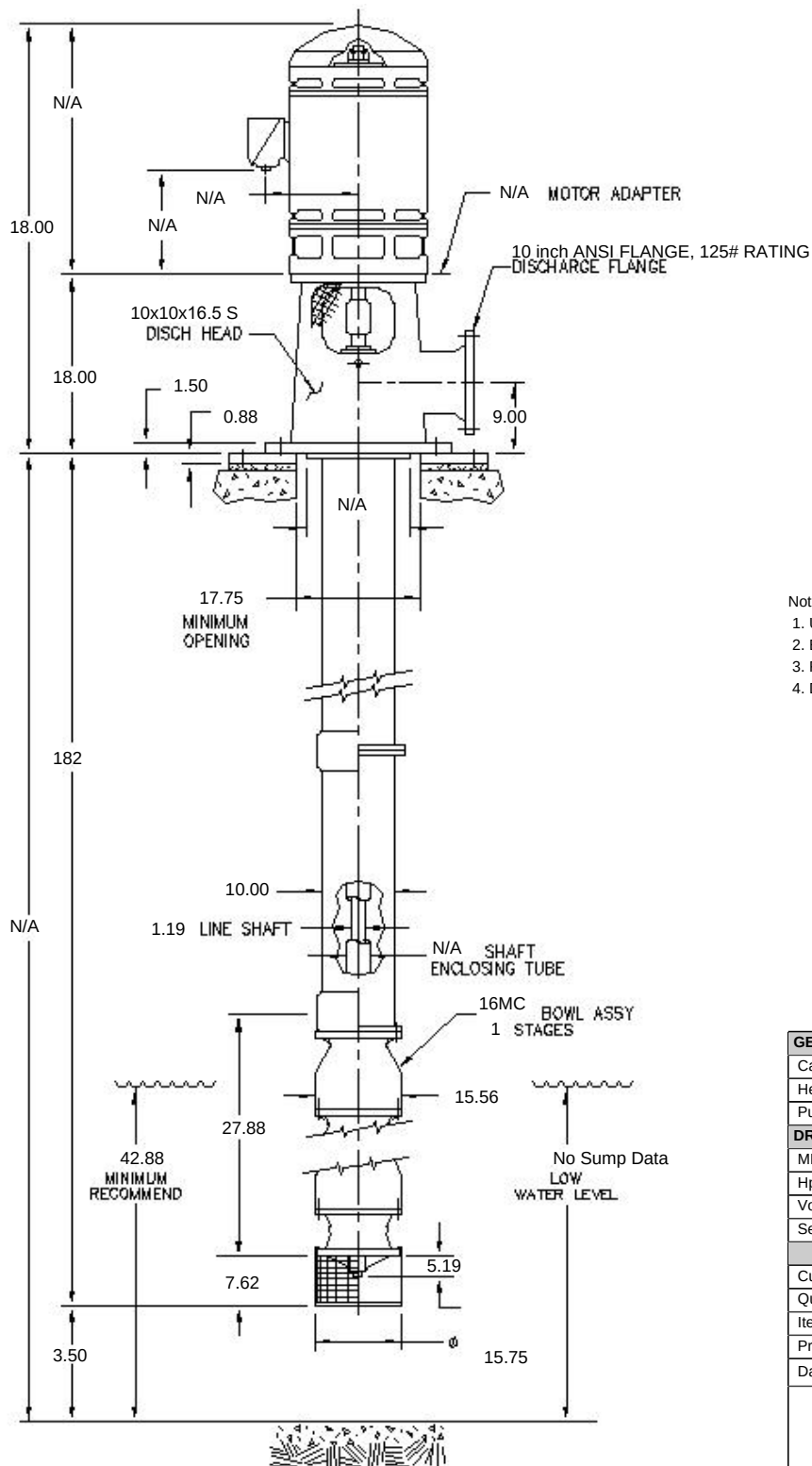
Pump Performance - Additional Data

Head and Power Losses				Dimensions	
Friction loss rate, column	: 1.36 %			Minimum clearance below suction bell lip/case	: 11.12 in
Friction loss, column	: 0.17 ft			Minimum well diameter	: 16.50 in
Friction loss, discharge head	: 0.46 ft			Suction nozzle centerline height	: -
Friction loss, can/barrel	: -			Suction to first stage impeller centerline	: 6.38 in
Friction loss, suction bell and strainer	: 0.00 ft			Bowl assembly length, first stage	: 27.88 in
Friction loss, bowl/column adaptor	: 0.94 ft			Bowl assembly length, upper stage	: 14.50 in
Friction loss, total	: 1.57 ft			Bowl assembly length, total	: 27.88 in
Power loss, lineshaft bearings	: 0.1 hp			Suction bearing hub length	: 5.19 in
Power loss, thrust bearing	: 0.1 hp			Strainer length	: 7.62 in
Power loss, total	: 0.1 hp			Bowl to column adaptor length	: 0.00 in
Bowl vs. Pump Performance				Discharge head stick-down	: 0.00 in
Head (bowl / pump)	: 30.90 ft / 28.58 ft			Submersible motor adaptor length	: -
Efficiency (bowl / pump)	: 78.99 % / 74.28 %			Submersible motor length	: -
Power (bowl / pump)	: 15.8 hp / 15.9 hp			Column length	: 146.37 in
NPSH required at first stage impeller eye	: 14.3 ft			Total pump length	: 181.88 in
Weights and Down Thrust				Can / barrel length	: -
Weight, lineshaft	: 0 lb			Stuffing box sleeve diameter	: 1.19 in
Weight, bowl assembly rotating element	: 547 lb			Suction bell diameter	: -
Thrust factor	: 10.99 lb/ft			Minimum submergence to prevent vortexing	: 0.00 in
Thrust, hydraulic (rated / max)	: 339 / 806 lbf			Actual submergence (based on LLL)	: 174 in
Thrust, bowl shaft end (rated / max)	: 0 / 0 lbf			Discharge head height	: 18.00 in
Thrust, shaft step (rated / max)	: 15 / 15 lbf			Discharge nozzle centerline height	: 9.00 in
Thrust, stuffing box sleeve (rated / max)	: 0 / 0 lbf			Min distance discharge nozzle centerline to suction bell	: 0.00
Thrust, total (rated / max)	: 901 / 1,368 lbf			Lineshaft length	: 164.37 in
Thrust bearing capacity	: -			Bowl shaft diameter	: 1.94 in
* Rated thrust @ rated head, density, and suction pressure where applicable				Bowl diameter, outside	: 15.56 in
* Max thrust @ max head, density, and suction pressure where applicable				Bowl diameter, exit	: 7.00 in
Pressure Data	Maximum working pressure (psi.g)	Maximum allowable working pressure (psi.g)	Hydrostatic test pressure (psi.g)	Column diameter, inside	: 10.02 in
Bowl	21.34	325.0	N/A	Column internal obstruction diameter	: 1.19 in
Column	21.34	-	N/A	Can/barrel diameter, inside	: -
Discharge head	21.34	200.0	N/A	Can/barrel obstruction diameter	
Can/Barrel	-	-	-	NPSH	
Torque Limits				NPSH at bowl (available / required)	: Ample / 14.3 ft
Torque, lineshaft limit	: -			NPSH at low liquid level (available / required)	: Ample / 0.3 ft
				NPSH at suction flange (available / required)	: - / -
				Liquid Velocities	
				Column liquid velocity	: 6.60 ft/s
				Discharge head liquid velocity	: 6.38 ft/s
				Can liquid velocity	: -
				Suction nozzle liquid velocity	: -

**Pump Performance - Additional Data**

Mixed Stage Performance		Set #1	Set #2	Set #3	Set #4	Alternate First Stage
Model		16MC/LC	-	-	-	-
Stages		1	-	-	-	-
Based on curve number		16MCLC-2626756	-	-	-	-
Impeller diameter, rated		10.83 in	-	-	-	-
Impeller diameter, maximum		12.14 in	-	-	-	-
Impeller diameter, minimum		10.50 in	-	-	-	-
Limitations						
Tolerance Type	: Hyd Ins 14.6 Unilateral (1U)	Low liquid level (Measured from bottom of head)		: in		
Head measured at	: Bowl	NPSHa measured at		: Low liquid level		
Pump type	: Complete Pump	Velocity column		: 10.00 ft/s		
Direct connect	: No	Well inside diameter (Enter a value >0 if a diameter check is required)		: in		
Length strategy	: Pump length (T Dimension)	Maximum working pressure strategy		: Maximum head, rated diameter		
Length	: 181.88 in					
Product Line Options						
Suction type	: Bell	Drive shaft type		: VHS		
Bowl discharge type	: Threaded discharge bowl	Discharge location		: Above ground		
Bowl shaft material	: 416 SS	Discharge head material		: Cast Iron		
Bowl shaft diameter	: 1 15/16 inch	Discharge head design		: Type S		
Impeller connection type	: Taper lock	Discharge head size		: 10x10x16.5		
Column diameter	: 10 inch	Sealing type		: Stuffing box		
Column construction	: Threaded	Discharge flange rating		: 125lb ANSI flange		
Suction accessory	: Vortex Suppressor	Coupling design		: Threaded coupling		
Lineshaft material	: 416 SS	Top shaft material		: 416 SS		
Lineshaft diameter	: 1 3/16 inch	Top shaft diameter		: 1 3/16 inch		
Lineshaft lubrication	: Open Lineshaft					
Performance Adjustment Options						
Impeller polished	: Polished	Effective impeller material for galling		: Al Brz C952		
Impeller wear ring	: Al Brz C952	Effective bowl material for galling		: Al Brz C952		
Bowl wear ring	: Al Brz C952	Effective impeller material for polishing		: No Adjustment		

General Arrangement Drawing



Notes

1. Unless otherwise specified, dimensions are in inches
2. Baseplate requires support on all sides.
3. Read instructions before beginning pump assembly or installation.
4. Drawing is preliminary until certified by factory.

APPROXIMATE DRY WEIGHT	
Driver	0 lb
Discharge Head	300 lb
Column / Shaft	415 lb / 68 lb
Bowl Assembly	640 lb
Total	1,423 lb

GENERAL DATA			
Capacity	1,600 USgpm	Liquid	Cold Water
Head	30.00 ft	Specific Gravity	1.000 SG
Pump Speed	1180 rpm		
DRIVER DATA			
MFGR	-	Shaft Type	OLS
Hp	0.0 hp	Enclosure / Type	WP1
Volt / Ph / Hz	460 / 3 / 0 Hz	Frame / Model	0
Service Factor	1.15		
Customer Name			
Quote No 1374299			
Item No. REV3 of 003			
Project holly hill VT replacements			
Date 18 Sep 2023 9:58 AM			



1374299-REV3 of 003

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-81 : Peerless Transfer Pump System)

November 16, 2023

Mr. Mark Smith
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Smith,

Please accept this letter as formal notification to the City of Holly Hill that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental

Attachment: Exhibit B - Peerless Pump Sole Source Letter (2023-R-81 : Peerless Transfer Pump System)





STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

5.1

City Commission
Resolution

MEETING DATE: December 12, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2022-R-17; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
NUMBER: 2023-R-82
APPLICANT:
PLANNER:

DISCUSSION:

In March 2022, based upon an expert consultant's review of the City's purchasing policy to ensure compliance with federal and state procurement standards, the Commission approved an update to the policy.

Currently due to significant increases in the costs of goods and services staff is recommending updating the Routing for purchase limits to the following:

No quotes required under \$5,000.00 (previously under \$2,500.00),
Informal quotes required between \$5,000.00 and under \$25,000.00 (previously \$2,500.00 and under \$5,000.00),
Three formal quotes required between \$25,000.00 and under \$50,000.00 (previously \$5,000.00 and under \$25,000.00),
All Purchases \$50,000.00 and greater require formal solicitation and City Commission approval (previously \$25,000.00).

Other changes included in the updated policy are:
Clarifying Single/Sole Source requirements for Federally Funded purchases.
Reducing from 15 to 7 the number of business days for Single/Sole source advertisements.
Updating Purchase Order procedures for the new Tyler ERP system.
Inclusion of Florida Statute Chapter 119 verbiage.
Blanket Purchase Order definition update.
Other formatting changes.

The City's Purchasing Policy Resolution 2018-R-30 was adopted May 8, 2018. This Policy was amended by Resolution 2020-R-35 on July 28, 2020, Resolution 2021-R-70 on September 13, 2021, Resolution 2021-R-105 on November 23, 2021 and Resolution 2022-R-17 on March 8,

2022.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve amendment to the City's Purchasing Policy Resolution 2018-R-30 adopted May 8, 2018 and amended by Resolution 2020-R-35 on July 28, 2020, further amended by Resolution 2021-R-70 on September 13, 2021, further amended by Resolution 2021-R-105 on November 23, 2021 and by Resolution 2022-R-17 on March 8, 2022 .

COMMISSION

GOAL:

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

MOTION:

APPROVE AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY RESOLUTION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Purchasing Policy Dec 2023 Update (PDF)

Resolution No. 2023-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2022-R-17; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Purchasing Policy; and

WHEREAS, a review recommended an update to the Purchasing Policy to strengthen procurement standards for federally funded grant projects.

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

SECTION 7. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.



PURCHASING POLICY MANUAL

December XX, 2023

RESOLUTION 2018-R-30
Amended: Resolution 2020-R-35,
Amended: Resolution 2021-R-70
Amended: Resolution 2021-R-105
Amended: Resolution 2022-R-17
Amended: Resolution 2023-R-XX

PURCHASING POLICIES MANUAL

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INTRODUCTION

This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement, and disposal of supplies, services, and construction, under the authority of Resolution 2022-R-17 ~~2018-~~.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purpose of this Manual is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Holly Hill, to maximize the purchasing value of public funds in procurement and provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting Department, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public Department from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

CHAPTER 1 - PURCHASING AUTHORITY

POLICY 1.1 PURCHASING POWERS

The Finance Director is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of Holly Hill. He / She shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors as approved by either the City Commission or City Manager based on dollar thresholds.

The Finance Director or Designee shall have the authority for the following:

- (a) The Finance Director may designate an Individual (s) to handle the procurement responsibilities of the City of Holly Hill.
- (b) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Department.
- (c) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using Department which derives its support wholly or in part from the City, when authorized, in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Finance Department and such other rules and regulations as shall be prescribed by the Finance Director
- (d) Exceptions Prohibited: The authority of the Finance Department to negotiate or cause to be negotiated all purchases for all using Departments shall not be abridged, except as required by Charter.
- (e) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the Finance Director shall be considered illegal, and referred to the City Manager for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- (f) Disqualification of Bidders: Have the authority with the consent of the Finance Director to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.
- (g) Requisitions and Estimates: All using Departments, either by or with the authorization of the head of the department under which the using Department operates, shall file with the Finance Department detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.
- (h) To evaluate contracts let by any other government entity for the provision of commodities and contract services, and when it is determined to be cost-effective and in the best interest of the City,

to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Finance Department, and proof of insurance, licenses, and any other requirements of the awarding entity's bid specifications shall be obtained by the using department, and a copy provided to the Finance Department. These purchases must be approved by either the City Commission or City Manager based on dollar thresholds.

- (i) The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.
- (j) The Finance Director is responsible to interpret this Manual.

POLICY 1.2 FINANCE DEPARTMENT DUTIES

- (a) The Finance Department shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.
- (b) The Finance Department shall advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) The Finance Department shall be the final review of the specifications for correctness, competitiveness, and suitability.
- (d) The Finance Department shall have a member (non-voting) on the Selection Committees for construction, professional and consulting services to guide the Committees in the prescribed process.
- (e) It shall be the responsibility of the Finance Department to maintain and secure all documents relating to each bid in its bid file.
- (f) It shall be the responsibility of the Finance Department to maintain and retain the records of his/her office in compliance with the State of Florida's record retention laws.
- (g) The Finance Department shall be familiar with the State of Florida and other Florida based contracts for commodities and services which are available for use by the City.
- (h) The Finance Department shall be familiar with applicable Purchasing laws, policies, and procedures.
- (i) It shall be the responsibility of the Finance Department to write, oversee review and revision, and distribution of this Manual.
- (j) With the approval of the City Manager or Finance Director, the Finance Department may delegate all or some of her/his responsibilities to another.

POLICY 1.3 PURCHASING REQUISITIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

ROUTING:

1. For all purchases under ~~\$50,000 \$25,000~~, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
 - a. No quotes required under ~~\$5,000 \$2,500~~
 - i. Estimates are encouraged
 - ii. Preference given to local suppliers
 - b. Informal quotes required between ~~\$5,000 \$2,500~~ and under ~~\$25,000 \$5,000~~
 - i. Utilize
 1. Screen shots
 2. Verbal quotes
 - ii. Preference given to local suppliers
 - c. Three formal written quotes required between ~~\$25,000 \$5,000~~ and under ~~\$50,000 \$25,000~~
 - i. Written quotes or proposals
 - ii. Preference given to local suppliers for City funds. Federal funded procurements are exempt from any local supplier's preference.
2. For all purchases ~~\$50,000 \$25,000~~ or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. Upon receipt of the requisition in the Finance Department and dependent on the dollar amount, formal quotations, bids or proposals will be solicited. A purchase order, contract or work order will be issued upon completion of this process.
4. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
5. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system assuring appropriate approvals are obtained, unless approved by the Finance Director and under \$25,000.

POLICY 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments / Departments within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

TYPE OF EQUIPMENT/SERVICE REQUESTED DEPARTMENT REVIEW

Information Technology Equipment

Information Technology

Vehicles/Heavy Equipment

Fleet Maintenance

PLEASE ENSURE THE ABOVE APPROVALS ARE OBTAINED PRIOR TO SUBMITTAL TO THE FINANCE DEPARTMENT.

POLICY 1.5 BLANKET PURCHASE ORDER-FIELD PURCHASE ORDERS

A blanket purchase order with any vendor for multiple small purchases (generally not exceeding \$5,000 for each purchase), may be established with the guidelines below.

- (a) The blanket purchase order shall indicate a dollar limit of the estimated spend for the fiscal year, which may not exceed the total amount budgeted for that line-item account.
- (b) Blanket purchase orders expire at the end of the fiscal year within which it was issued.
- (c) Blanket purchase orders are subject to the same routing process applicable to all other purchase orders.

The Field Purchase Order should be used as a payment tool/check request for payment of goods or services not requiring a purchase order, normally under \$5,000.

Common uses include: Subscriptions, Memberships, Legal Advertisement, Settlements, License fees, City donation or grant award, and Registrations requiring a check, Petty Cash Reimbursements Employee Reimbursement checks, Customer refunds, or other payments authorized by the Finance Director and City Manager, as applicable.

POLICY 1.6 APPROVAL LEVEL THRESHOLDS

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed ~~\$50,000~~ ~~\$25,000~~ including change orders and amendments. The City Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Commission approved budget. All purchases of goods and services, in excess of ~~\$50,000~~ ~~\$25,000~~ shall be awarded by the Commission, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve all purchase orders, contracts, and Master Agreements up to \$50,000 for projects, goods and services that are detailed in the adopted budget as long as award is to the lowest responsive, responsible bidder in a competitive environment.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed 10% (not to exceed ~~\$50,000~~ ~~\$25,000~~ in total) of the latest approved contract value for contracts. Amendments to contracts greater than these amounts must be approved by City Commission.

The City Manager or designee shall have the authority to settle individual claims under contract provided the settlement does not exceed ten percent 10% (not to exceed ~~\$50,000~~ ~~\$25,000~~) of the latest approved contract value for contracts. All change orders issued which modify a contract, the original and revised total cost of which exceeds ten percent 10% (not to exceed ~~\$50,000~~ ~~\$25,000~~), shall require Commission approval, unless otherwise specified herein.

It shall be prohibited for any City employee to order the purchase of any goods or services or make any contract change without the delegation of authority under this section other than through the Finance Department, unless utilizing an authorized procurement card. City employees will be held accountable for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the City Policy and Procedures Manual. The Department committing the unauthorized purchase will document the incident with a memo to the City Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken, if any, and request the City Manager approve the unauthorized purchase if under ~~\$50,000~~ ~~\$25,000~~. Unauthorized purchases of ~~\$50,000~~ ~~\$25,000~~ and greater shall be submitted to the Commission for approval. Any purchase or contract made contrary to this section hereof shall not be binding on the City unless approved by the Commission.

The City Commission has the right to award all contracts except as otherwise provided in the Code of Ordinances of the City. As to those contracts which the Commission retains the right of award, the Commission shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

CHAPTER 2 – SOURCE SELECTION AND CONTRACT FORMATION

SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

POLICY 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation. It shall include the following:

- (a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;
- (b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and
- (c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

POLICY 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years' usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

POLICY 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised via the City of Holly Hill's online bidding system or in accordance with State or Federal guidelines if applicable and at least twenty working days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid file.

In lieu of mailing specifications a Notice may be emailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

POLICY 2.4 RECEIPT OF BIDS

Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening. Depending on the type of bid, the Finance Department with the concurrence of the City Clerk may allow email bid responses.

POLICY 2.5 BID OPENING

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the City Clerk or his/her designee, and recorded by the City Clerk or his/her designee.

Bids if allowed to be received via email shall be held unopened until the bid opening time. An online bid system is preferred.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of City personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Finance Department, only the names

of the bidders may be read aloud. If such is the case, the Finance Department shall prepare a tabulation of the bids as soon after the bid opening as possible, and give it to the City Clerk for attachment to the Bid Summary.

The recorded Bid Summary prepared by the City Clerk shall be made available to anyone who requests it. The Finance Department or designee shall tabulate all bids in timely received manner that will facilitate comparison of the relative advantages and disadvantages of each bid. The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

POLICY 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

POLICY 2.7 OPTIONS

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.

POLICY 2.8 BID EVALUATION

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

POLICY 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

POLICY 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The using department shall review the bids and make recommendation to the Finance Department. The Finance Department shall add his/her recommendation to that of the using Department Head, and forward to the Finance Director for award or for placement on Commission agenda for Commission's award.

Committee meetings of bids reviewed/selected by employees will be in compliance with Sunshine Law. Committees ranking, but not eliminating bids/proposals from consideration by Commission are not subject to Sunshine law.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of ~~\$50,000~~ ~~\$25,000~~ or less shall be awarded by the City Manager. All those over ~~\$50,000~~ ~~\$25,000~~ shall be awarded by the City Commission.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder, whose bid conforms with all the material terms and conditions of the Invitation to Bid, and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.

The Finance Department shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the Finance Director, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Finance Department may be

authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

POLICY 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has a Business Tax Receipt (BTR) within the City limits.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

POLICY 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

POLICY 2.13 REJECTION OF BIDS

Any bid received after time of closing will be considered to be late and will be rejected and returned to the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work governed by such unit prices, if required, shall be treated as a change in the work as specified in the General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names, all such bid proposals may be rejected.

POLICY 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has begun

on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and the cancellation will be effective 30 days after delivery of written notice to the contractor.

SECTION B - PRE-BID CONFERENCES

POLICY 2.15 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Finance Department to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, only those attending will be allowed to bid, so it may not be in the City's best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written amendment to the specifications is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications.

SECTION C - COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

POLICY 2.16 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- There are two or more responsible, qualified, potential sources.
- The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.

The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.

If there is a pre-proposal conference, it should be scheduled around the half way between issue and opening dates.

POLICY 2.17 PUBLIC RECORD EXEMPTION

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119(3)(t). Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119(3) (o).

POLICY 2.18 PUBLIC NOTICE

The Request for Proposals may be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals if required.

Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with Online Bidding Services.

Proof of publication if required of the advertisement shall be placed in the Bid file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

POLICY 2.19 RECEIPT OF PROPOSALS

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

POLICY 2.20 EVALUATION FACTORS

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

POLICY 2.21 DISCUSSION WITH RESPONSIBLE OFFERORS

As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

POLICY 2.22 AWARD

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, give the criteria used, members of the committee, and why the recommended award is in the "best interest" of the City. The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

SECTION D - COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)

POLICY 2.23 CONDITION OF USE

The City shall publicly announce-, in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than \$250,000, or for a planning or study activity when the fee for professional services exceeds \$50,000 ~~\$25,000~~.

SECTION E - COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

POLICY 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F - SINGLE/SOLE SOURCE AND STANDARIZATON

PROCUREMENT POLICY 2.25 EXEMPTION FROM BIDDING

PROCEDURE

Single/Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "single/sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$50,000 ~~\$25,000~~.

SINGLE SOURCE

All of the following criteria must be met in order to satisfy the single source requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency.

⋮

- The purchase is during a Public Emergency
- It is the only item that will produce the desired results (or fulfill the specific need)
- The item is available from more than one vendor, but due to extreme circumstance, only one vendor is suited to provide the goods and services.
- The purchase is Proprietary.

SOLE SOURCE

All of the following criteria must be met in order to satisfy the sole source or proprietary requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency:

- The item is available from only one source of supply
- The purchase is during a Public Emergency
- Competition is deemed inadequate after solicitation or Request for Quotation.

Single/sole source and proprietary source purchases are exempt from competitive requirements. However, all single/sole source requisitions exceeding ~~\$50,000~~ \$25,000 in value will be electronically advertised for a period of at least ~~seven (7)~~ 15 business days. The steps to follow for single/sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed single/sole source/proprietary source form, indicating the requisition number.
- b. A single/sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) ~~fifteen (15)~~ business days after the receipt of a completed single/sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; single/sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a single/sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of single/sole/proprietary source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole,

and the proper approval must be obtained.

- i. ***Noncompetitive procurement of Federally funded awards.*** Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
 - (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate by the City.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of single/sole source item (i.e.; available from only one source and only item that will produce the desired results).

SECTION G – OTHER GENERAL POLICIES REGARDING SOLICITATIONS

POLICY 2.26 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs. The procurement of like goods or services that exceeds \$25,000 within a rolling twelve months would be required to have a competitive bid issued for future procurements.

POLICY 2.27 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to some formula or index, or according to the amount

stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

POLICY 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts;
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials;
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;

- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

POLICY 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

- (a) Accept the offer was made, if the price is fair and reasonable.
- (b) Negotiate an acceptable contract with the sole bidder.
- (c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine “the necessary common standard of competition”?

The following action shall be taken:

- (a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.
- (b) If the error and the correction are clearly evident, such as typographical, extension of unit

prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.

(c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.34 NO BIDS

In the event no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the following options:

- (a) Re-bid with either the same or revised specifications.
- (b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service.
- (c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

POLICY 2.35 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest may be renewed for additional one or multiple year periods upon mutual agreement in writing, under the same prices, terms, and conditions if this provision was in the original solicitation.

SECTION H - PROCUREMENT RECORDS MANAGEMENT

POLICY 2.36 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own, individual number, and date and time of opening. A folder shall be used for each bid, with the label identifying the bid name, bid number, and user department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

- Proof of the advertisement announcing the bid or Online notification.
- The specifications.
- The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.
- Copy of the contract or agreement with the awarded bidder.
- Proof of the required insurance from the awarded bidder.
- Copies of any required licenses or other documents.

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

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 386-248-6441, CITYCLERK@HOLLYHILLFL.ORG, 1065 RIDGEWOOD AVE., HOLLY HILL, FL 32117.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

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

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity “piggybacking” on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City’s advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are not), and the contractor’s mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers’ and manufacturers’ warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract. Procedures for Owner Direct purchases are contained in the Exhibits.

SECTION J - SMALL PURCHASES

POLICY 2.43 PURCHASES BELOW BID LIMIT

Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:

- (a) The City’s Procurement Card may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000. The individual authority

levels will be determined by Finance Policy and Procedures with the concurrence of the City Manager. Higher limits may be established as a payment tool by the City Manager.

(b) The City's Field Purchase Order may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000.

SECTION K - LOCAL PREFERENCE

POLICY 2.44 VENDOR PREFERENCE

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

Note: Local Vendor Preference does not apply to any Federally funded projects.

SECTION L -PROCUREMENTS

POLICY 2.45 EMERGENCY PURCHASE ORDER (EPO)

Emergency purchases are approved per the spending authority levels outlined in this Policy and subject to review by the Finance Director. The City Manager may approve emergency purchases up to \$50,000 and notify the Commission of the purchase at the next Commission meeting.

For emergency purchases the using department shall request an emergency purchase from the Finance Department after the City Manager or Finance Director approves the request. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

EMERGENCY PURCHASES - NIGHTS, WEEKENDS, OR HOLIDAYS: If an emergency occurs when the Finance Department is closed, the Department Head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes, will be submitted concurrently with the requisition by the department to the Finance Department on the next work day following the date of purchase. Such back-up documents will be submitted to Finance. Emergency Justification form must be forwarded to the Finance Department by the next business day.

GENERAL INFORMATION: When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency can occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies due to negligence are to be avoided. Failure to anticipate normal needs, project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end do not constitute an emergency.

NOTE: Emergency purchases are costly and should be kept to a minimum. They are usually made hurriedly, on a non-competitive basis, and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

SECTION M - ENERGY EFFICIENCY

Departments shall take pro-active measures to promote energy efficiencies.

POLICY 2.47 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations. When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

CHAPTER 3 - VENDORS

POLICY 3.1 ACCEPTANCE OF GIFTS

All employees of the City of Holly Hill shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor's name and/or product, offered by any of the City's suppliers or prospective suppliers.

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly and in compliance with the State of Florida Prompt Payment Act F.S. 218.70. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment also allows Accounts Payable to take advantage of vendors' discounts.

All new vendors must complete new vendor documents, including IRS Form W9. All vendors must adhere to the State of Florida E-verify requirements and submit a current Form W9 every two years.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

POLICY 3.3 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

POLICY 3.4 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:

- Failure to make delivery as contracted.
- Substitution of other, inferior or un-contracted for materials or services.
- Failure to make satisfactory adjustments.
- Misstating any information submitted to the City.

Federally funded contracts may only be awarded to responsive/responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The contract will not be awarded to a vendor shown on the Federal website SAM.gov as suspended or debarred. The City will document the verification of this requirement.

POLICY 3.5 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or Finance Director, to be reinstated.

POLICY 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the Finance Department may be requested of the Finance Director by the protester.

A contractor or vendor that has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

- (a) Make restitution to the City for any and all losses incurred due to default of the contractor.
- (b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
- (c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.
- (d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.
- (e) Post a performance bond.

CHAPTER 4 - CONSTRUCTION BIDS

POLICY 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

- (a) **SINGLE PRIME CONTRACTOR.** One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.
- (b) **MULTIPLE PRIME CONTRACTORS.** A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.
- (c) **DESIGN-BUILD OR TURN-KEY.** The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.
- (d) **CONSTRUCTION DEPARTMENT.** A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.
- (e) **SEQUENTIAL DESIGN AND CONSTRUCTION.** The design of the entire project is substantially complete prior to bidding and beginning construction.
- (f) **PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION.** Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

POLICY 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements: (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractor can get a Performance Bond.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) Insurance:

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. City shall be included as an “Additional Insured”

(c) “Or Equal”:

1. Approved products lists may be used.
2. If “or equal” materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled “Closing out a Project” for requirements.

(g) Progress Payments & Retainage -Section 255.05(2) of Florida Statutes. The City shall retain 10% of each request for progress payment until the project has been determined to be substantially complete. Upon substantial completion, the retainage shall decrease to 5%, at the discretion of the Finance Department, and the contractor may request payment of one half of the funds previously retained. This section only applies to contracts applicable to Section 255 of Florida Statutes.

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City’s progress payment to contractor.
2. No subsequent payment shall be made until approved Releases have been received for previous payments.
3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.

4. No retainage shall be paid until all Releases of Lien are received by the City.
5. Each invoice for a progress payment shall have indicated on it by the City's Construction Department that the appropriate releases of lien have been received.

(i) ~~(i)~~ Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

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.

POLICY 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount (Not to exceed ~~\$50,000~~~~\$25,000~~). The City Commission must approve all change orders exceeding ~~\$50,000~~~~\$25,000~~.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

- (a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.
- (b) By unit prices stated in the contract documents or subsequently agreed upon.

POLICY 4.4 FIELD CHANGE ORDERS

- (a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders

which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

(b) List license and permit requirements.

(c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

POLICY 4.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

CHAPTER 5 - CLOSING OUT A PROJECT

POLICY 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the using department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

POLICY 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.
- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment", recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

CHAPTER 6 - BONDS AND BID SECURITY

Chapter 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a

payment and performance bond. The City has discretion to exempt projects for \$200,000 or less from the requirement of a payment and performance bond. In the City of Holly Hill, the City Manager or Finance Director must approve any exemption. An exemption is discouraged.

POLICY 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”. The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor’s ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.

(c) Bond premiums are based on the amount of the contract, not the value of the bond.

POLICY 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

POLICY 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

POLICY 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor’s obligations under the contract.

If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

POLICY 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

POLICY 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

POLICY 6.7 FLORIDA STATUTES REGULATING BONDS

- (a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
- (b) Florida State Statute 723.13 - Lien law (private work) states that City property cannot be lienied.

POLICY 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

<u><i>Contract Price</i></u>	<u><i>Liquidated Damages</i></u>
Up to \$1,000,000	\$150.00 per day
Greater than \$1,000,000	\$250.00 per day

Liquidated damages may be reduced upon substantial completion to 75%, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

CHAPTER 7 - INSURANCE

POLICY 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

POLICY 7.2 INSURANCE CERTIFICATE

- (a) Insurance companies sell direct or through agents.
- (b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
- (c) The City shall be the Certificate Holder.
- (d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

CHAPTER 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost fifty thousand (\$50,000)~~twenty-five thousand dollars (\$25,000)~~ or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the Finance Director within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

POLICY 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either, hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds \$50,000~~\$25,000~~.

CHAPTER 10 - PURCHASE ORDER PROCESS

This is an overview of the process to obtain a purchase order

- A need is determined ~~by a person within in~~ a department.
- ~~The need is communicated, Documentation supporting the need is given, preferably in writing,~~ to the person in the department responsible for ~~typing or~~ inputting ~~the~~ requisitions.

- The person with that responsibility ~~types or~~ inputs the requisition. Backup, estimate, forms, invoices, etc. are electronically attached to the requisition. ~~If it is input, such backup, with the requisition number written on it, is sent to the Finance Department for attachment to the Purchase Order, or other action.~~
- ~~If a~~ The requisition, ~~it is circulated within the department for the~~ is electronically approved by appropriate approval signatures personnel. ~~Each electronic~~ Approval of a requisition ~~automatically, electronically~~ advances ~~sends~~ the requisition to the next ~~person with~~ level of approval authority.
- The electronic requisition next goes to a Finance Director ~~department for review and approval~~ accountant for confirmation of the appropriate accounting code.
- ~~The electronic requisition next goes to the Finance Director or designee for review. The electronic requisition next goes to the Finance Director or designee for review.~~
- The requisition advances to the City Manager as required by the purchasing approval level thresholds.
- Upon approval, the computer program assigns a Purchase Order number to the requisition.
- The City Manager's signature will be electronically affixed to the Purchase Order
- Upon notification from the system, the requesting Department provides the vendor with the Purchase Order and all necessary attachments.
- ~~The Finance Department then electronically sends the Purchase Orders to print.~~
- ~~The City Manager's signature will be electronically affixed to the Purchase Order.~~
- ~~The Finance Department emails the original Purchase Order with any attachments to the vendor.~~
- ~~A copy of the Purchase Order is sent to the using department to match up with its paperwork on that order. It is held in an open file for attachment of the receiving slip and a copy of the invoice. It may then be filed in a completed file.~~
- Upon receipt of the product or service the requesting Department "receipts" the invoice in the system attaching the invoice, packing slip, and any other documentation received.

CHAPTER 11 - USING DEPARTMENT'S RESPONSIBILITIES

POLICY 11.1 RECEIVING

The City shall require all products are shipped FOB Destination. Each department shall be required to inspect all deliveries of supplies or services to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Finance Department for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the using department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform.

If any damage is found, the using department shall notify the vendor immediately and request an inspection. Document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised follow up in writing with documentation of the action promised and send a copy to the Finance Department.

POLICY 11.2 PROCESSING VENDORS' INVOICES

Florida Statute 218.70, known as the “Florida Prompt Payment Act” sets forth “the policy of this state that payment for all purchases by local governmental entities is made in a timely manner”. This is also the policy of the City of Holly Hill. We expect prompt and accurate service from our vendors, and we should pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor’s proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice “...this invoice is approved for payment”.

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be written on the department’s copy of the purchase order so the balance on the purchase order is always current.

The approved invoice shall then be-sent to the Finance Department. The invoice will be paid the next time checks are printed. At the time of this writing, approved -invoices with proper documentation received by Accounts Payable by noon on Friday Thursday will be processed for payment on Thursday of the following week.~~paid on Monday morning.~~

CHAPTER 12 - MISCELLANEOUS POLICIES

POLICY 12.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -“No public officer, employee of a Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.” “... the term ‘public officer’ includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body.”

POLICY 12.2 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -“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.”

POLICY 12.3 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date

of being placed on the convicted vendor list.”

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City’s officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/~~Department~~ must report its surplus or obsolete property, equipment, or supplies to the Finance Department by completing a “Personal Property Disposal Form”. Once this is approved as surplus by the Finance Department it shall be held until surplus. The Department must also complete~~shall provide an “Property Disposition Form”~~ “Inventory Disposal Request Form” approved by the City Manager and Commission as required which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

POLICY 13.3 PROPERTY TRANSFERS

Each department must report property/equipment transfers by completing a "Personal Property Transfer" form and providing it to the ~~contacting The Finance Department with proper approvals. through email notifying them that they wish to transfer property/equipment from one Department/Department to another. Once this email arrives, the Finance Department shall prepare a "Property Disposition Form". All Transfer property forms must be forwarded to the Finance Department prior to the transaction. The Finance Department will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City's fixed asset records.~~ Notification and delivery of the transferred property to the designated area is the responsibility of each Department/department.

POLICY 13.4 SALE OF SCRAP MATERIALS

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

CHAPTER 14 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

POLICY 14.1 EMPLOYEE CONFLICT OF INTEREST

All procurements funded from a federal award shall follow the procedures outlined in CFR 200.318. It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

An Employee, officer, or agent found in violation of this section will be subject to disciplinary action in accordance with the City's disciplinary action policy.

POLICY 14.2 GRATUITIES AND KICKBACKS

Gratuities - It shall be unlawful for any person to offer, give, or agree to be given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause - The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

POLICY 14.3 PROHIBITION AGAINST CONTINGENT FEES

It shall be unlawful for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling Departments for the purpose of securing business.

POLICY 14.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.

POLICY 14.5 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

CHAPTER 15 - PROCUREMENT AND FUEL CARDS

~~The Finance Department administers the City's Procurement Card (PCard) Program for the purpose of expediting small purchases in the most cost effective and efficient method. Purchases of goods and services initiated a Procurement Card and fuel card Programs for the purpose of expediting small purchases in the most cost effective and efficient method. These programs will provide improved tracking of actual spending, and in addition, offer payments to vendors in a timelier manner, thereby increasing the City's opportunity of obtaining discounted pricing.~~

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

POLICY 15.1 THE PROCESS

The Procurement and fuel Card systems simplify the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor. The purchasing card may be used only by the

employee whose name is embossed on the card. No other person is authorized to use the card. The fuel cards are issued to vehicles rather than an individual. City employees are authorized to use the fuel cards assigned to a vehicle to purchase fuel from designated vendors only for the vehicle assigned to that specific fuel card.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card and fuel card Systems validate the transaction against preset, limits requested by the Department Head and established by the Finance Department. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed; approved merchant category codes; transaction limits; and monthly credit limits. The monthly credit limits and single purchase limits will be requested by the Department Director within Finance Department guidelines prior to the Purchasing Card being ordered for the employee.

POLICY 15.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement Card. Fuel cards will be assigned to specific City vehicles and equipment. Temporary employees, part-time employees and employees on probation are not to be issued a procurement card without City Manager or Finance Director approval. Temporary employees, part-time employees and employees on probation may use the fuel card assigned to any City vehicle or equipment they are assigned to operate.

POLICY 15.3 PROCUREMENT AND FUEL CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of but is not limited to, the following: single purchase limits of up to ~~\$2,500~~ ~~5,000~~ per transaction within Finance Department guidelines as approved by the City Manager. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Fuel cards will only be used for the purchase of fuel for City vehicles and equipment. In all instances the fuel cards are to be only used for Official City Business.

Procurement or fuel Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement or fuel Cards within the guidelines set by Purchasing will result in the cancellation of Procurement or fuel Card privileges for the employee and possible disciplinary action.

15.4 LIMITATIONS ON USE OF THE PROCUREMENT AND FUEL CARD

Dollar Limitations:

The Department Head approving the assignment of a procurement card will request two limits for each cardholder. A single transaction limit and also a monthly credit limit.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles unless authorized by the Finance Department
- Cash advances
- Personal items
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Purchases using non-registered one-time vendors
- Capital Equipment (Over \$5,000 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes

Limitations on use of the City Fuel Card:

- ~~Items~~ Items other than fuel
- Personal items
- Any transaction that would include sales taxes (note this is not applicable for fuel tax)
- Purchases using non-authorized fuel vendors unless the employee is on authorized City travel.

POLICY 15.5 TRAINING

Cardholder(s) will receive training from the Finance Department annually on the overall policies of the Procurement and Fuel Card Program, as presented in this document, at the time the procurement or fuel card is issued.

POLICY 15.6 REVIEW OF DEPARTMENTAL PURCHASES

- A. Because of their knowledge of the job responsibilities and requirements, Department Director and designated Card Representatives are required to review each procurement or fuel card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.
- B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.

- C. Serious or repeated misuse of the purchasing or fuel card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Department Director on a case-by-case basis, up to and including termination.
- D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their departments/Departments.

POLICY 15.7 MAKING PURCHASES WITH THE PROCUREMENT AND FUEL CARDS

- A. A receipt should be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.

- B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. Fuel card telephone orders are prohibited.

- C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable in amount and for a valid business purpose. Missing receipt for meals must include the explanation above, purpose and people attending meal. Continued incidents of missing documentation may result in the cancellation of the employee's procurement card.

- D. Payment and invoice procedures for Purchasing cards:

Transactions must be reviewed, substantiated, approved in the Online PCard System and transaction documentation submitted online for payment within **five** days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction should be documented with a receipt uploaded on the and attached to the transaction on Bank's purchasing card site. Provide account numbers for each transaction in the Bank's online system
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before approving on the Bank's online system. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt

and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.

5. **DISPUTED CHARGES:** If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the bank with a copy to the Finance Department. The bank will then adjudicate the disputed charge.

E. Payment and invoice procedures for Fuel cards:

Transactions must be reviewed, substantiated, approved and transaction documentation submitted to the Department's designated Fuel card administrator within **five** days of receipt.

1. **REVIEW:** The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. **SUBSTANTIATE:** Each transaction should be documented with a receipt provided to the Department's Fuel card administrator within five days of receipt. The Department's fuel card administrator will match receipts to the monthly statement and code the appropriate general ledger account for each purchase. The Department's monthly statement, receipts and proper general ledger account recording will be provided to Finance within three days of the issuance of the monthly Fuel card statement of purchases.
3. **APPROVE:** The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before approving the monthly fuel card statement. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. **MISSING DOCUMENTATION:** The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
5. **DISPUTED CHARGES:** If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing fuel card company's "Fuel Purchase Card Disputed Charge Form" and send it to the fuel card company with a copy to the Finance Department. The Fuel card company will then adjudicate the disputed charge.

POLICY 15.8 DISPUTES

All purchases disputes must be handled before turning in purchasing or fuel card receipts to the Accounts Payable Section of the Finance Department.

- If items purchased with the procurement card are defective, the cardholder must return the

item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.

- A disputed item must be explained with a note on the cardholder's Statement of Account before the statement is forwarded to Finance for payment.
- It is essential that the time frames and documentation requirements established by the purchasing and fuel card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the purchasing or fuel card issuer will be provided at the time purchasing or fuel cards are issued to cardholders.
- If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.

POLICY 15.9 LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to the Purchasing or Fuel Card provider, 24 hours a day, seven days a week ~~and~~ to the Department Head (or designee), and to the Finance Department. The report filed shall include the complete information surrounding the loss, the date and location of the loss, the date and time provider was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

The reporting of lost or stolen cards are the responsibility of the cardholder only. The Finance Department will request a replacement card upon notification of a reported lost or stolen card. ~~does not handle this type of request.~~ Replacement cards are not requested on the Department level.

POLICY 16 PROCEDURES FOR FEDERALLY FUNDED PROJECTS

All Federally funded projects will following the procurement procedures outlined in CFR200.317 through 200.327.

- All federally funded projects will be advertised a minimum of three weeks using Vendorlink.
- When establishing a contract time for all federally funded projects, the guidelines established in Exhibit "A" shall be followed. Contract time extensions shall be subject to the concurrence of the FDOT Department Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the FDOT Department Administrator shall be fully justified and adequately documented.
- Two engineering estimates (at 60% and 100% submittals) will be completed for each project. Unit price cost for each item will be utilized (when possible) and will utilize local contractor pricing. The 100% submittal will be certified by the responsible Professional Engineer.
- The City of Holly Hill will comply with 23 CFR 635.413 as shown in Exhibit "B" on all federally funded projects. The warranty will begin the day after substantial completion is awarded.
- Federal guidelines will be followed for the fair, open and competitive selection of qualified

consultants (Professional Services) in accordance the Brooks Act, Section 40 USC 1101-1104 as shown in Exhibit "C".

- Federal guidelines will be followed for the acquisition and property control of equipment purchased with federal funds in accordance with 2 CFR 200.313 as shown in Exhibit "D".
- All federally funded projects will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Federally funded contracts will be awarded to responsive/responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Procurements for federally funded contracts shall prohibit the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals.
- LAP Simplified Acquisition and Small Purchase Process shall be in accordance with the LAP manual which outlines the current limits which indicate this process may be used if the construction project is less than \$325,000 and the total contract amount for the professional service(s) is less than \$150,000.
- For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as establishing a local project office, it should be considered to have met the locality criteria. The LAP Manual can be viewed by logging on to:

<https://www.fdot.gov/programmanagement/lap/lap-toc.shtm>

- There is no DBE/MBE preference for federally funded projects. While the use of DBE/MBE consultants is encouraged, there should be not be any DBE/MBE preference selection criteria in the selection process.
- Purchasing, **under the Supervision of the Finance Department**, owns all aspects of the procurement process and leads the development and implementation of key forms, templates,

checklists, and workflows. It is the Purchasing's responsibility to review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. Purchasing determines when to analyze lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach based on the procurement request. CFR Reference: 2 CFR 200.318(d).

- Purchasing will explore the feasibility to enter into State and local intergovernmental agreements or cooperative agreements, where appropriate, for procurement or use of common goods and services in order to foster greater economy and efficiency in accordance with efforts to promote cost-effective use of shared services. CFR Reference: 2 CFR 200.318(e)(f)(g).
- The City will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed local geographical preferences as selection criteria in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. CFR Reference: 2CFR 200.319(b).
- Prior to award, the City shall review the successful respondent's bids and Purchasing shall access the SAM.gov system and review bidders against the Excluded Party List. Bidders that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities are prohibited from being considered for award. Hard copy results shall be included in the procurement file. CFR Reference: 2 CFR 200.318(h) and 2 CFR 200.318(c)(1) .
- Requests for Proposals shall be awarded to the proposal providing the best value to the City as determined using the selection criteria provided in the Request for Proposal and documented by written evaluation forms. CFR Reference: 2 CFR 200.320(d).
- In addition to requirements in Chapter 14 (Ethics in Public Contracting and Purchasing), no employee, officer, or agent of the City shall solicit or accept gratuities, favors, or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every written contract and solicitation. It shall be a breach of ethical standards for any public employee or former employee, officer, or agent knowingly to use confidential information for his actual or anticipated personal gain or the actual or anticipated personal gain of any other person. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action by Human Resources, including but not limited to dismissal, suspension, or reduction in pay or position; censure and/or fine. City shall not provide any City employees, officers, or agents with legal assistance or defense related to such allegations or violations. CFR Reference: 2 CFR 200.318(c)(1).

The City has issued a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated

POLICY 17 PROCEDURES FOR ISSUING DEBT

Long-term debt, debt issued with a term greater than five years, may only be used for the costs of

acquisition, construction or modification of capital facilities and for the refinancing or refunding of such debt. This limitation prohibits any debt being issued to finance operational costs of City departments.

The legal, economic, financial and market conditions associated with the issuance of debt are dynamic, unpredictable and usually in a constant mode of change. Consequently, the decision to issue debt is best made on a case-by-case basis and only after careful and timely analysis and evaluation of all relevant factors. Some of the factors that should be considered include, but are not limited to, the following:

- Current interest rates and other market considerations;
- The financial condition of the City;
- The types, availability and stability of revenues to be pledged for repayment of the debt;
- Type of debt to be issued; and
- The nature of the projects to be financed (i.e., approved schedule of improvements, non- recurring improvements, etc.).

Capital improvements related to enterprise fund operations (e.g., water systems, wastewater systems, electrical and sanitation, etc.) shall be financed solely by debt to be repaid from user fees and charges generated from the respective enterprise fund operations, when practicable.

Capital improvements not related to enterprise fund operations (e.g., roads, parks, public buildings, etc.) may be financed by debt to be repaid from available revenue sources (including ad valorem taxes) pledged for same, when practical.

All capital improvements financed through the issuance of debt shall be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.

The City shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.

The City shall at all times manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.

In order to maintain a stable debt service burden, the City will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuance of variable rate debt. In those instances, the City should attempt to stabilize debt service payments through the use of an appropriate stabilization arrangement.

When refinancing current debt, the City will seek a savings (net of all issuance costs and any cash contributions to the refunding) as a percentage of the refunding debt of at least 3-5%. The Finance Director must obtain a minimum of three email quotes. Lease Finance Agreements utilized for competitively bid items up to and including \$1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the Finance Director and shall be maintained in the department file.

Debt to be issued greater than \$1,000,000 shall follow the process for Request for Proposal (RFP) and be approved by the City Commission.

POLICY 18 WARRANTY REQUIREMENTS

For purposes of this warranty requirement, the term "goods" means any equipment, machines, tools, vehicles, hardware, supplies, component parts or other tangible personal property procured by the city, to which procurement this warranty requirement is made applicable through the specifications. The term "City" means the City of Holly Hill, acting through its employees, departments, boards, Commission.

The successful bidder (also referred to herein as "vendor"), by submitting the bid, furnishes the following warranty as provided below:

- a. Vendor warrants that the goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Vendor also warrants that if, during the warranty period, all or any portion of the goods: (a) fail for any reason, (b) are discovered to be non-conforming, or (c) are defective in materials or workmanship, vendor will replace such failed, non-conforming or defective goods at no cost to city within the same time limit as the delivery period. This warranty shall run from date of official acceptance of the goods by city, which date is either the installation date or in-service date as shown on city records or the date of formal acceptance of the goods in writing by an authorized city official, whichever occurs first, and end five (5) years after the date of the official acceptance or per a funding agencies requirement. This warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or damage caused by city.
- b. As between vendor and city, the express warranty given in subparagraph (b) (1) is in lieu of any other express warranties. Should this warranty fail of its essential purpose, City will continue to have recourse under applicable Florida law. This warranty is intended for the exclusive benefit of the City and does not create any warranties (express or implied) or causes of action in favor of any third parties.
- c. If a manufacturer of the goods or of component parts of the goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to city than those contained in this warranty as to any other provision, the provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.

The successful bidder, by submitting the bid, agrees to give the following indemnity with respect to the goods:

Vendor shall defend, indemnify, and save harmless the City, its officers, agents and employees, from all suits, actions or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the goods or the fault of subcontractors, in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the goods by city, or caused solely by any negligent act or omission of city unrelated to the use of the goods. In the event of joint or concurring responsibility of vendor and City, responsibility and

indemnity, if any shall be apportioned comparatively in accordance with the laws of the state of Florida, without, however, waiving any governmental immunity available to the City under Florida law. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against city or vendor, this provision being solely intended to provide for indemnification of City from liability for damage to third persons or property as set forth in this paragraph.

POLICY 19 PURCHASING POLICY ADOPTION

The Purchasing Policy shall be adopted by City resolution. The Finance Director and Department Directors shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Commission.

Approved by the City Commission of the City of Holly Hill at a meeting held on the 128th day of December 2023~~May 2018~~.
Resolution 2023-18-30~~2018-18-30~~

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

<https://www.fdot.gov/construction/manuals/cpam/cpammanual.shtm>

Chapter 1 section 1.2

EXHIBIT "B"

23 CFR 635.413

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 635.413 - Guaranty and warranty clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.413 Guaranty and warranty clauses. The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

- (a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.
- (b) All warranty requirements and subsequent revisions shall be submitted to the Department Administrator for advance approval.
- (c) No warranty requirement shall be approved which, in the judgment of the Department Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.
- (d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.
- (e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.
 - (1) General project warranties may be used on NHS projects, provided:
 - (i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.
 - (ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

EXHIBIT "C"

BROOKS ACT

United States Code (U.S.C.) Title 40 - Public Buildings, Property and Works

*Chapter 11, Section 1101 - 1104: Selection of Architects and Engineers***§ 1101. Policy** (Formerly 40 U.S.C. § 541)

The policy [of the Federal Government] is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

§ 1102. Definitions (Formerly 40 U.S.C. § 542)

In this chapter, the following definitions apply:

1. **Department head** - - The term "Department head" means the head of a department, Department, or bureau [of the Federal Government].
2. **Architectural and engineering services** - - The term "architectural and engineering services" means--
 - A. professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
 - B. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - C. other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
3. **Firm** - - The term "firm" means an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture or engineering.

§ 1103. Selection procedure (Formerly 40 U.S.C. § 543)

- a. **In general** - - These procedures apply to the procurement of architectural and engineering services by ~~ana~~ Department head.
- b. **Annual statements** - - The Department head shall encourage firms to submit annually a statement of qualifications and performance data.
- c. **Evaluation** - - For each proposed project, the Department head shall evaluate current statements of qualifications and performance data on file with the Department, together with statements submitted by other firms regarding the proposed project. The Department head shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

- d. **Selection** - - From the firms with which discussions have been conducted, the Department head shall select, in order of preference, at least 3 firms that the Department head considers most highly qualified to provide the services required. Selection shall be based on criteria established and published by the Department head.

§ 1104. Negotiation of contract (Formerly 40 U.S.C. § 544)

- a. **In general** - - The Department head shall negotiate a contract for architectural and engineering services at compensation which the Department head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the Department head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.
- b. **Order of negotiation** - - The Department head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under [section 1103](#) of this title. If the Department head is unable to negotiate a satisfactory contract with the firm, the Department head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the Department head is unable to negotiate a satisfactory contract with any of the selected firms, the Department head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

EXHIBIT "D"

2 CFR 200.313

EQUIPMENT

Code of Federal Regulations

§200.313 Equipment.

See also §200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

EXHIBIT "E"PURCHASING DEFINITIONS

Best and Final Offer (BAFO): The last offer provided by an offeror in response to a Request for Proposal and all further negotiations cease. Offerors are given the opportunity to submit a best and final offer after negotiations have been held. The decision to award is based on rescoring of the best and final offers.

Best Value: A method of award that uses a cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Consultants Competitive Negotiation Act (CCNA): A procedure established by Florida Statutes, Section 287.055 that sets the requirements for acquisition of professional architectural, engineering, landscaping architectural or land surveying services.

Davis-Bacon Act (1931): A Federal law requiring all contractors performing Federally funded Public Works construction projects to pay their workers, at a minimum, the prevailing wage rate paid in the area for similar work, as set by the Secretary of Labor.

Evaluation Committee: Appointment of City representatives who have knowledge and interest in the project purchase under a competitive RFP. The committee should consist of at least three employees, like the Division Manager, Project Manager, a staff member outside the requesting Division. On critical procurements, the City Manager or designee may want to be a member.

Evaluation Criteria: Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer to the City.

Fair and Reasonable Price: Is the price point for a good or service that is fair to both parties involved in the transaction. It is the price that is equal or better pricing than what the Vendor's offers to their most favored customers.

Grant: For the purposes of this manual, these are fund transfers made by one party to another (e.g., Federal to state or local government) for the procurement of goods and/or services, that may be undertaken for the purpose of a public interest, benefit, or undertaking, as specified under the terms of the agency granting the use of funds.

Informal Quote: A price quotation for supplies or services that is conveyed by letter, telephone, or other informal means and does not require a sealed bid, public opening, or public reading of bids.

Liquidated Damages: Damages that are pre-set in amount by agreement of the parties, contained in contract, contingent on the happening of a named event, usually late delivery or completion by the contractor. The dollar amount must be reasonable and reflective of the probable loss to the City, and is not to be calculated as a penalty to the contractor.

Negotiation: A bargaining process between two or more parties, each with its own viewpoints and objectives, seeking to reach an agreement or settlement of a matter of common concern, such as price, schedule, technical requirements and terms of a proposed contract, on terms that are mutually beneficial and satisfactory to both parties.

Non-responsive Vendor: A vendor that submit a proposal response that does not conform to the mandatory or essential requirements of the solicitation.

Owner Direct Purchase (Sales tax recovery): The City has the option of purchasing all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier. The City is exempt from payment of sales and use tax on the purchase of any goods and/or services subject to such tax per Florida Statute 212.08 and Rule 126, Florida Administrative Code.

Piggyback: Is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation for Bid, Request for Proposal or contract agreement.

Proprietary purchase: A purchase that occurs when there is more than one vendor who can provide the goods or services, but because of exigent circumstances only one specific vendor should provide the goods or services.

Request for Proposals (RFP): A solicitation for response for a good and/or service for which the scopes of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

Formal Quotation (Request for Quotations (RFQ): The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive solicitation (under \$25,000.00). May be used for obtaining price and delivery information for sole-source and emergencies.

Responsible Bidder, Proposer, or Respondent: A Vendor that has the capability in all respects to perform fully the solicitation requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit that will assure good faith performance.

Responsive: A vendor's response to a solicitation. The full meaning entails full and proper responsiveness. This means that the vendor "responded" to the solicitation exactly the way he or she was instructed. It means that everything to be filled out was, in fact, filled out in proper order and format as directed by the solicitation.

Single source: The one source among others that, for justifiable reason, is found to be most advantageous for the purpose of the procurement.

Sole source: The only existing source of an item which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

5.2

City Commission
Resolution

MEETING DATE: December 12, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill,
Volusia County, Florida, Amending the Fee Schedule for the
Fiscal Year 2023-2024; Providing for Severability; and
Providing for an Effective Date.
NUMBER: 2023-R-83
APPLICANT:
PLANNER:

DISCUSSION:

Staff is proposing increases to Community Development and Finance Department fees. As part of the review of the fee schedule, during the implementation of the EnerGov module for Community Development, staff identified four specific increases necessary to better align fees with services provided. In addition, the Finance department is proposing adding a Merchant Fee on all credit card purchases. In fiscal year 2023, the City paid \$154,810 in fees on payments totaling \$5,228,700.00 made using credit cards.

FISCAL

ANALYSIS:

The proposed changes to the fee schedule is as follows:

PLAN REVIEW FEES: \$500,001.00 and over each \$50,000.00 of valuations \$20.00,
ANNUAL SIGN RENEWAL FEE: \$32.00 per sign,
TECHNOLOGY FEE: The greater of \$10.00 or 10% of permits and business tax receipt fees,
LIEN SEARCH FEE: \$75.00,
MERCHANT FEE for all payments made by credit card
3% of total invoice.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024.

ATTACHMENTS:

- UPDATE FEE Schedule FY2023 - 2024 01012024 (PDF)

Resolution No. 2023-83**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, UPDATING FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes to the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities).
2. On August 23, 2022 a Citywide Fee Schedule was adopted.
3. On September 26, 2023 the City Commission adopted a fee schedule increasing Water and Sewer rates and on October 10, 2023 the fee schedule was updated for food trucks and body worn camera video fees.
4. Fee increases for Building and Permits, and Finance are proposed.
5. The Schedule of Fees (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are increased, as set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A").

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A") become effective on January 1, 2024.

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

Exhibit A

PROPOSED
CHANGES IN
BLUE

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
FEE TYPE		
BUILDING AND ZONING FEES		
APPLICATION FEES		
APPLIC FEE-TEMP SIGNAGE	25.00	25.00
APPLIC FEE-SIGN PERMIT	25.00	25.00
APPLIC FEE-BD OF PLAN/APL	50.00	50.00
APPLIC FEE-COMM BLDG PRMT	60.00	60.00
APPLIC FEE-RES ACCES.STRC	30.00	30.00
APPLIC FEE-RES BLDG PRMIT	30.00	30.00
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00
BUILDING PERMIT FEES		
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00
PLAN REVIEW FEES		
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00
ZONING REVIEW - ANY VALUE	20.00	20.00
\$0.00 to \$5,000.00	25.00	25.00
\$5,001.00 to \$10,000.00	30.00	30.00
\$10,001.00 to \$50,000.00	60.00	60.00
\$50,001.00 to \$100,000.00	80.00	80.00
\$100,001.00 to \$200,000.00	100.00	100.00
\$200,001.00 to \$500,000.00	340.00	340.00
\$500,001.00 AND OVER	340.00	340.00
EACH \$50,000.00 OF VALUATION	20.00	20.00
PROCESSING FEES		
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	200.00	200.00
CERTIFICATE OF COMPLETION	20.00	20.00
CERTIFICATE OF OCCUPANCY	20.00	20.00
CHANGE CONTRACTOR FEE	25.00	25.00
CHANGE SUB-CONTRACTOR FEE	10.00	10.00
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00
CLOSEOUT FEES-REACTV.MISC	40.00	40.00
CLOSEOUT FEES-REACTV.POOL	120.00	120.00
EXPIRED PERMIT RENEWAL	Cost of original permit excluding impact fees already paid	Cost of original permit excluding impact fees already paid

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
FINES - WORK WITHOUT A PERMIT	\$200 or 2X Permit Fee - whichever is greater	\$200 or 2X Permit Fee - whichever is greater
FLOOD DETERMINATION LETTER	50.00	50.00
GENERAL INSPECTION FEE	40.00	40.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	50.00	50.00
PLACARD FEE	3.00	3.00
PLACARD REPLACEMENT PACKAGE FEE	20.00	20.00
ROW-RESIDENTIAL DRIVEWAY APRON FEE	125.00	125.00
TECHNOLOGY FEE	10.00	The greater of \$10.00 or 10% of permits and business tax receipt fees
LAND DEVELOPMENT FEES		
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)		
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00	50.00
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00	250.00
PLAT - FINAL (BASE FEE)	750.00	750.00
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 3 COMMERCIAL LOTS	500.00	500.00
REZONING - NON-PUD/CODE AMENDMENT	1,400.00	1,400.00
REZONING - PUD	2,000.00	2,000.00
REZONING - PUD AMENDMENT MAJOR	1,250.00	1,250.00
PLANNED DEVELOPMENT MINOR AMENDMENT	400.00	400.00
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	100.00	100.00
SITE PLAN REVIEW-LAND DEV	1,400.00	1,400.00
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00
SPECIAL EXCEPTION-LAND DEV	500.00	500.00
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00
STREET NAME CHANGE	350.00	350.00
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,200.00	1,200.00
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost
VARIANCE NON-RESIDENTIAL	500.00	500.00
VARIANCE RESIDENTIAL	350.00	350.00
WAVIERS AND APPEALS TO BOPA	300.00	300.00
ALL OTHER	300.00	300.00
ZONING VERIF FOR ALCOHOL / TOBACCO	50.00	50.00
ZONING VERIF LETTER/ REBUILD (NON PUD)	75.00	75.00
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH/ SPECIFIC QUESTION	125.00	125.00
SITE PERMIT FEE		
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
ELECTRICAL PERMITS		
ELECTRICAL - COMMERCIAL	60.00	60.00
ELECTRICAL - RESIDENTIAL	30.00	30.00
ELEC - CIRCUIT UP TO 10	6.00	6.00
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00
ELEC - PRE POWER COMMERCIAL	100.00	100.00
ELEC - POOL COMMERCIAL	200.00	200.00
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00
ELEC - TEMP POWER POLE	50.00	50.00
ELEC - PER AMP SINGLE PHASE	0.60	0.60
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00
FIRE PLAN REVIEWS		
FIRE PLAN REV/<20K SQ FT	60.00	60.00
FIRE REVIEW/20,001-30K SQ'	90.00	90.00
FIRE REVW/30,001-40K SQ'	120.00	120.00
FIRE REVW/40,001-50K SQ'	150.00	150.00
FIRE REVW/50,001-60K SQ'	180.00	180.00
FIRE REVW/60,001-70K SQ'	210.00	210.00
FIRE REVW/70,001-80K SQ'	240.00	240.00
FIRE REVW/80,001-90K SQ'	270.00	270.00
FIRE PLAN REV/>90,001 SQ'	300.00	300.00
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00
COMMERCIAL COOKING - EACH HOOD	75.00	75.00
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00
EMERGENCY GENERATOR	75.00	75.00
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00
SYSTEM TEST FEES		
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00
FIRE HYDRANT FLOW TEST	25.00	25.00
FIRE PUMP TEST	25.00	25.00
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00
ANNUAL FIRE SAFETY INSPECTION FEES		
0 -3,000 SQ. FT. (INITIAL)	40.00	40.00
3,001 - 5,000 SQ. FT. (INITIAL)	50.00	50.00
5,001 - 10,000 SQ. FT. (INITIAL)	60.00	60.00
10,001 - 15,000 SQ. FT. (Initial)	100.00	100.00
15,001 - 20,000 SQ. FT. (INITIAL)	120.00	120.00

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
20,001 - 30,000 SQ. FT. (INITIAL)	150.00	150.00
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00
1ST REINSPECTION	40.00	40.00
2ND REINSPECTION	50.00	50.00
3RD AND SUBSEQUENT REINSPECTIONS	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))		
FIRE INSPECTION FEES FOR BLDG PERMITS		
INITIAL INSPECTION FEE	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))		
PLUMBING PERMIT FEES		
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00
PLUMB-MIN FEE-ALL OTHER	60.00	60.00
PLUMB - BACKFLOW DEVICE	5.00	5.00
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00
PLUMB - WATER SERVICE PIPING	10.00	10.00
PLUMB - STORMWATER	250.00	250.00
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50
PLUMB - SEWER PER HOUSE	10.00	10.00
PLUMB - EACH FIXTURE	5.00	5.00
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00
PLUMB - METER RESET	10.00	10.00
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00
BUILDING PERMIT RE-INSPECTION FEES		
RE-INSPECTION FEE-FIRST	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))		
PUBLIC WORKS RE-INSPECTION FEES		
RE-INSPECTION FEE-FIRST	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))		
WASTEWATER TAP FEES		
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%
WATER TAP FEES		
WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%
WATER METER SET FEES		
INSIDE CITY:		
WATER METER SET - 3/4"	500.00	500.00
WATER METER SET - 1"	625.00	625.00
WATER METER SET - 1 1/2"	1,050.00	1,050.00
WATER METER SET - 2"	1,450.00	1,450.00
WATER METER SET - 2" (HIGH FLOW)	2,160.00	2,160.00
WATER METER SET - 3" (HIGH FLOW)	2,300.00	2,300.00
WATER METER SET - 4" (HIGH FLOW)	3,600.00	3,600.00
OUTSIDE CITY:		
WATER METER SET - 3/4"	625.00	625.00
WATER METER SET - 1"	781.25	781.25
WATER METER SET - 1 1/2"	1,312.50	1,312.50
WATER METER SET - 2"	1,812.50	1,812.50
WATER METER SET - 2" (HIGH FLOW)	2,700.00	2,700.00
WATER METER SET - 3" (HIGH FLOW)	2,875.00	2,875.00
WATER METER SET - 4" (HIGH FLOW)	4,500.00	4,500.00
GAS PERMIT FEES		
GAS - PER OUTLET (1-4)	2.00	2.00
GAS - PERMIT RESIDENTIAL	30.00	30.00
GAS - PERMIT COMMERCIAL	60.00	60.00
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50
MECHANICAL PERMIT FEES		
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00
MECHANICAL-ALL OTHER	60.00	60.00
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00
DUCTWORK ONLY	Valuation	Valuation
MECH - 0 - 3 TONS	65.00	65.00
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00
MECH - 3+ - 10 TONS PER TON	11.00	11.00
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00
MECH - 10+ - 25 TONS PER TON	9.00	9.00
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00
MECH - 25+ - 50 TONS, PER TON	5.50	5.50
MECH - 50+ TONS, INITIAL FEE	414.00	414.00
MECH - 50+ TONS PER TON	4.50	4.50
SIGN PERMIT FEES		
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	\$32.00 PER SIGN
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25
TEMPORARY SIGN-PER DAY	1.00	1.00
MISC. BUILDING & ZONING FEES		
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00
BUSINESS USE OF FOOD TRUCK	75.00/Year	125.00/Year
COMMERCIAL STOCKING PERMIT	100.00	100.00
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
GARAGE SALE PERMIT	5.00	5.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
LOW VOLTAGE SYSTEM LABEL	55.00	55.00
METER RESET FEE	10.00	10.00
MOBILE HOME PERMIT (Set-up)	250.00	250.00
MOVING PERMIT (HOUSE MOVING)	200.00	200.00
ROOF - NEW OR REPLACEMENT	50.00	50.00
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00
SIDEWALK PER LINEAR FT	13.00	13.00
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A
BASE FEE (PER EVENT)	200.00	200.00
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A
SMALL EVENT - 50 PEOPLE OR LESS	50.00	50.00
LARGE EVENT - 51 PEOPLE OR MORE	150.00	150.00
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event
TENT PERMIT	50.00	50.00
TREE REMOVAL PERMIT, FIRST TREE	60.00	60.00
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	10.00	10.00
PASS-THROUGH FEES (ACTUAL CONSULTANT COSTS AS APPLICABLE)		
LEGAL NOTICES	Actual Cost	Actual Cost
ADVERTISING	Actual Cost	Actual Cost
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL,		
PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
CODE ENFORCEMENT		
MISC.		
SPECIAL MASTER	250.00	250.00
SPECIAL MASTER (PER DAY)	500.00	500.00
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00
CODE FINE (CLASS I)	50.00	50.00
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00
CODE FINE (CLASS II)	100.00	100.00
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00
CODE FINE (CLASS III)	250.00	250.00
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(FIRST OFFENSE)	250.00	250.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(EACH SUBSEQUENT OFFENSE)	500.00	500.00
CITY CLERK		

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
MISCELLANEOUS CHARGES FOR COPIES		
SINGLE-SIDED COPIES, UP TO 8 1/2" X 14"	0.15	0.15
DOUBLE-SIDED COPIES, UP TO 8 1/2" x 14"	0.20	0.20
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75
LARGER SIZE COPIES	Actual Cost	Actual Cost
DUPLICATION		
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page	\$1.00 Per Page
DUPLICATE DVD	2.00	2.00
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00
NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE		
§119.07(1)(b), Florida Statutes, provides: If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge in addition to the actual cost of duplication a special service charge which shall be reasonable		
UTILITIES		
UTILITY DEPOSIT RATES		
RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:		
GREEN		
WATER	50.00	50.00
SEWER	50.00	50.00
SOLID WASTE	50.00	50.00
YELLOW		
WATER	75.00	75.00
SEWER	75.00	75.00
SOLID WASTE	75.00	75.00
RED		
WATER	100.00	100.00
SEWER	100.00	100.00
SOLID WASTE	100.00	100.00
DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:		
GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.		
YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.		
RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK, OR IF THEY REFUSE CREDIT CHECK.		
DEPOSIT OF \$150 REQUIRED FOR PROPERTY MANAGEMENT COMPANIES OR LANDLORDS IN LIEU OF FULL DEPOSIT TO RECEIVE SERVICES WHILE PREPARING PROPERTY FOR NEW TENANTS.		
NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE		
ADDITIONAL DEPOSITS		
IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS		

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

WATER/SEWER UTILITY RATES**WATER****WATER FIXED MONTHLY CHARGES****INSIDE CITY:**

WATER RESIDENTIAL 3/4" METER-MONTHLY	9.83	10.37
WATER RESIDENTIAL 1" METER-MONTHLY	9.83	10.37
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	32.76	34.56
WATER RESIDENTIAL 2" METER-MONTHLY	52.42	55.30
WATER RESIDENTIAL 3" METER-MONTHLY	142.53	150.37
WATER RESIDENTIAL 4" METER-MONTHLY	245.73	259.25
WATER RESIDENTIAL 6" METER-MONTHLY	524.23	553.06
WATER RESIDENTIAL 8" METER-MONTHLY	917.40	967.86
WATER RESIDENTIAL 10" METER-MONTHLY	1,376.11	1,451.79
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	9.29	9.80

WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	9.83	10.37
WATER NON-RESIDENTIAL 1" METER-MONTHLY	16.38	17.28
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	32.76	34.56
WATER NON-RESIDENTIAL 2" METER-MONTHLY	52.42	55.30
WATER NON-RESIDENTIAL 3" METER-MONTHLY	142.53	150.37
WATER NON-RESIDENTIAL 4" METER-MONTHLY	245.73	259.25
WATER NON-RESIDENTIAL 6" METER-MONTHLY	524.23	553.06
WATER NON-RESIDENTIAL 8" METER-MONTHLY	917.40	967.86
WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,376.11	1,451.79
WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	9.29	9.80

OUTSIDE CITY:

WATER RESIDENTIAL 3/4" METER-MONTHLY	12.29	12.96
WATER RESIDENTIAL 1" METER-MONTHLY	12.29	12.96
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	40.95	43.20
WATER RESIDENTIAL 2" METER-MONTHLY	65.52	69.13
WATER RESIDENTIAL 3" METER-MONTHLY	178.16	187.96
WATER RESIDENTIAL 4" METER-MONTHLY	307.17	324.06
WATER RESIDENTIAL 6" METER-MONTHLY	655.29	691.33
WATER RESIDENTIAL 8" METER-MONTHLY	1,146.75	1,209.82
WATER RESIDENTIAL 10" METER-MONTHLY	1,720.13	1,814.74
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.62	12.26

WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	12.29	12.96
WATER NON-RESIDENTIAL 1" METER-MONTHLY	20.48	21.60
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	40.95	43.20
WATER NON-RESIDENTIAL 2" METER-MONTHLY	65.52	69.13
WATER NON-RESIDENTIAL 3" METER-MONTHLY	178.16	187.96
WATER NON-RESIDENTIAL 4" METER-MONTHLY	307.17	324.06
WATER NON-RESIDENTIAL 6" METER-MONTHLY	655.29	691.33
WATER NON-RESIDENTIAL 8" METER-MONTHLY	1,146.75	1,209.82

WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,720.13	1,814.74
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WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.62	12.26
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WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)**WATER INSIDE CITY:**

WATER RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30

WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
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Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30
	-	
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	9.34	9.85
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	10.74	11.34
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	10.74	11.34
WATER MULTI UNIT NON-RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
WATER MULTI UNIT NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER MULTI UNIT NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER MULTI UNIT NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER MULTI UNIT NON-RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30
	-	
WATER OUTSIDE CITY:	-	
WATER RESIDENTIAL 0 TO 2,000 GALLONS	5.84	6.16
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER RESIDENTIAL OVER 15,000 GALLONS	15.76	16.63
	-	
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	5.84	6.16
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	15.76	16.63
	-	
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	11.67	12.31
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	13.43	14.17
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	13.43	14.17
	-	
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 0 TO 2,000 GALLONS	5.84	6.16
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTIAL OVER 15,000 GALLONS	15.76	16.63
SEWER		
SEWER FIXED MONTHLY CHARGES		
SEWER INSIDE CITY:		
SEWER RESIDENTIAL 3/4" METER-MONTHLY	14.10	14.88
SEWER RESIDENTIAL 1" METER-MONTHLY	14.10	14.88
SEWER RESIDENTIAL 1 1/2" METER-MONTHLY	47.00	49.59
SEWER RESIDENTIAL 2" METER-MONTHLY	75.21	79.35
SEWER RESIDENTIAL 3" METER-MONTHLY	204.47	215.72
SEWER RESIDENTIAL 4" METER-MONTHLY	352.53	371.92
SEWER RESIDENTIAL 6" METER-MONTHLY	752.08	793.44
SEWER RESIDENTIAL 8" METER-MONTHLY	1,316.14	1,388.52
SEWER RESIDENTIAL 10" METER-MONTHLY	1,974.21	2,082.79
SEWER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	13.32	14.06
	-	
SEWER NON-RESIDENTIAL 3/4" METER-MONTHLY	14.10	14.88
SEWER NON-RESIDENTIAL 1" METER-MONTHLY	23.50	24.79
SEWER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	47.00	49.59
SEWER NON-RESIDENTIAL 2" METER-MONTHLY	75.21	79.35

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
SEWER NON-RESIDENTAL 3" METER-MONTHLY	204.47	215.72
SEWER NON-RESIDENTAL 4" METER-MONTHLY	352.53	371.92
SEWER NON-RESIDENTAL 6" METER-MONTHLY	752.08	793.44
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,316.14	1,388.52
SEWER NON-RESIDENTAL 10" METER-MONTHLY	1,974.21	2,082.79
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	13.32	14.06
		-
SEWER OUTSIDE CITY:		-
SEWER RESIDENTAL 3/4" METER-MONTHLY	17.63	18.60
SEWER RESIDENTAL 1" METER-MONTHLY	17.63	18.60
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	58.76	61.99
SEWER RESIDENTAL 2" METER-MONTHLY	94.01	99.18
SEWER RESIDENTAL 3" METER-MONTHLY	255.59	269.65
SEWER RESIDENTAL 4" METER-MONTHLY	440.66	464.90
SEWER RESIDENTAL 6" METER-MONTHLY	940.10	991.80
SEWER RESIDENTAL 8" METER-MONTHLY	1,645.17	1,735.66
SEWER RESIDENTAL 10" METER-MONTHLY	2,467.76	2,603.48
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	16.66	17.58
		-
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	17.63	18.60
SEWER NON-RESIDENTAL 1" METER-MONTHLY	29.37	30.99
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	58.76	61.99
SEWER NON-RESIDENTAL 2" METER-MONTHLY	94.01	99.18
SEWER NON-RESIDENTAL 3" METER-MONTHLY	255.59	269.65
SEWER NON-RESIDENTAL 4" METER-MONTHLY	440.66	464.90
SEWER NON-RESIDENTAL 6" METER-MONTHLY	940.10	991.80
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,645.17	1,735.66
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,467.76	2,603.48
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	16.66	17.58
		-
SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		-
		-
SEWER INSIDE CITY:		-
SEWER RESIDENTAL 0 TO 2,000 GALLONS	3.63	3.83
SEWER RESIDENTAL OVER 2,000	10.98	11.58
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.63	3.83
SEWER RESIDENTAL MULTI UNIT OVER 2,000	10.98	11.58
		-
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	10.98	11.58
SEWER NON-RESIDENTAL OVER 2,000	10.98	11.58
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.63	3.83
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	10.98	11.58
		-
SEWER RESIDENTAL 0 TO 2,000 GALLONS	4.54	4.78
SEWER RESIDENTAL OVER 2,000	13.72	14.48
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER RESIDENTAL MULTI UNIT OVER 2,000	13.72	14.48
		-
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	13.72	14.48
SEWER NON-RESIDENTAL OVER 2,000	13.72	14.48
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.72	14.48
		-
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	13.72	14.48
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.72	14.48
		-
FIRE LINE SPRINKLERS		
1" FIRE LINE SPRINKLER - INSIDE CITY	2.44	2.57
2" FIRE LINE SPRINKLER - INSIDE CITY	4.83	5.10
4" FIRE LINE SPRINKLER - INSIDE CITY	9.66	10.19
6" FIRE LINE SPRINKLER - INSIDE CITY	19.31	20.37

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
8" FIRE LINE SPRINKLER - INSIDE CITY	38.66	40.78
10" FIRE LINE SPRINKLER - INSIDE CITY	77.27	81.52
12" FIRE LINE SPRINKLER - INSIDE CITY	154.52	163.02
1" FIRE LINE SPRINKLER - OUTSIDE CITY	3.03	3.19
2" FIRE LINE SPRINKLER - OUTSIDE CITY	6.04	6.38
4" FIRE LINE SPRINKLER - OUTSIDE CITY	12.11	12.78
6" FIRE LINE SPRINKLER - OUTSIDE CITY	24.15	25.48
8" FIRE LINE SPRINKLER - OUTSIDE CITY	48.29	50.95
RENEWAL/REPLACEMENT		
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75
MISC./REPLACEMENT FEES		
ACCOUNT FEES:		
ADMINISTRATIVE FEES	25.00	25.00
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00
DELINQUENT ACCOUNT FEE	30.00	30.00
LATE PAYMENT PENALTY		
<u>(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)</u>	15%	15%
COLLECTION AGENCY PERCENTAGE	35%	35%
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00	25.00
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00	30.00
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00	40.00
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.	5% of Face Amt.
SUSPENDED ACCOUNT FEE	15.00	15.00
SUSPENDED ACCOUNT FEE - REACTIVATION	15.00	15.00
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00
OTHER MISC./REPLACEMENT FEES:		
TEMPORARY TURN-ON	25.00	25.00
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor
BROKEN HARD LOCK	35.00	35.00
BROKEN SOFT LOCK	30.00	30.00
BROKEN MASTER LOCK	45.00	45.00
METER BENCH TEST	75.00	75.00
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor
LABOR CHARGE PER HOUR	N\A	N\A
METER BOX	Actual Cost+Labor	Actual Cost+Labor
ADDITIONAL METER CHECK AT LOCATION	20.00	20.00
OVERTIME CHARGE	52.00	52.00
PULLED/SET METER	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
METER RISER 7"	Actual	Actual
	Cost+Labor	Cost+Labor
METER RISER 9"	Actual	Actual
	Cost+Labor	Cost+Labor
REUSE WATER	Cost as per	Cost as per
	contract	contract
	all locations	all locations
BOOT DAMAGED, STOLEN	26.00	26.00
HYDRANT RENTAL -		
METER DEPOSIT	1,700.00	1,700.00
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
WTR 0-2,000 GALLONS	9.34	9.85
WTR 2,001-5,000 GALLONS	9.34	9.85
WTR 5,001-10,000 GALLONS	10.74	11.34
WTR 10,001-15,000 GALLONS	10.74	11.34
WTR > 15,000 GALLONS	10.74	11.34
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY
SOLID WASTE COLLECTION		
RESIDENTIAL		
RESIDENTIAL Toter	25.01	25.01
EXTRA RESIDENTIAL Toter	25.01	25.01
EXTRA RESIDENTIAL Toter DEPOSIT	30.00	30.00
BULK RATE PER CUBIC YARD	8.30	8.30
COMMERCIAL		
Commercial Containers		
2 YARD		
PU/WK - 1	79.92	79.92
PU/WK - 2	159.84	159.84
PU/WK - 3	239.76	239.76
PU/WK - 4	319.68	319.68
PU/WK - 5	399.60	399.60
PU/WK - 6	479.52	479.52
XPU	19.98	19.98
4 YARD		
PU/WK - 1	159.84	159.84
PU/WK - 2	319.68	319.68
PU/WK - 3	479.52	479.52
PU/WK - 4	639.36	639.36
PU/WK - 5	799.20	799.20
PU/WK - 6	959.04	959.04
XPU	39.96	39.96
6 YARD		
PU/WK - 1	239.76	239.76
PU/WK - 2	479.52	479.52
PU/WK - 3	719.28	719.28
PU/WK - 4	959.04	959.04
PU/WK - 5	1,198.80	1,198.80
PU/WK - 6	1,438.56	1,438.56
XPU	59.94	59.94
8 YARD		
PU/WK - 1	319.68	319.68
PU/WK - 2	639.36	639.36
PU/WK - 3	959.04	959.04
PU/WK - 4	1,278.72	1,278.72

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

		FY2022-23	FY2023-2024
	PU/WK - 5	1,598.40	1,598.40
	PU/WK - 6	1,918.08	1,918.08
	XPU	79.92	79.92
T96 CARTS			
	PU/WK - 2	34.39	34.39
Commercial Containers - Deposit			
2 YARD			
	PU/WK - 1	159.84	159.84
	PU/WK - 2	319.68	319.68
	PU/WK - 3	479.52	479.52
	PU/WK - 4	639.36	639.36
	PU/WK - 5	799.20	799.20
	PU/WK - 6	959.04	959.04
4 YARD			
	PU/WK - 1	319.68	319.68
	PU/WK - 2	639.36	639.36
	PU/WK - 3	959.04	959.04
	PU/WK - 4	1,278.72	1,278.72
	PU/WK - 5	1,598.40	1,598.40
	PU/WK - 6	1,918.08	1,918.08
6 YARD			
	PU/WK - 1	479.52	479.52
	PU/WK - 2	959.04	959.04
	PU/WK - 3	1,438.56	1,438.56
	PU/WK - 4	1,918.08	1,918.08
	PU/WK - 5	2,397.60	2,397.60
	PU/WK - 6	2,877.12	2,877.12
8 YARD			
	PU/WK - 1	639.36	639.36
	PU/WK - 2	1,278.72	1,278.72
	PU/WK - 3	1,918.08	1,918.08
	PU/WK - 4	2,557.44	2,557.44
	PU/WK - 5	3,196.80	3,196.80
	PU/WK - 6	3,836.16	3,836.16
T96 CARTS			
	PU/WK - 2	75.00	75.00
ROLL-OFF RESIDENTIAL (PER PULL)			
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
ROLL-OFF COMMERICAL (PER PULL) 2 PULL MINIMUM PER MONTH			
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
DISPOSAL COST	Actual		Actual
DISPOSAL COST - GREEN	Actual		Actual
DISPOSAL COST - C&D	Actual		Actual
DISPOSAL COST - MIXED DEBRIS	Actual		Actual
ROLL-OFF RESIDENTIAL/COMMERICAL - DEPOSIT			
20 YARD		519.39	519.39
30 YARD		519.39	519.39

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
40 YARD	519.39	519.39
MISC COMMERCIAL CONTAINER CHARGES		
CASTER/WHEELS	10.00	10.00
LOCKING LID	15.05	15.05
20YD TRASH COMPACTOR	516.38	516.38
30YD TRASH COMPACTOR	516.38	516.38
40YD TRASH COMPACTOR	516.38	516.38
RESET DUMPSTER	68.49	68.49
STORMWATER		
STORMWATER UTILITY FEE		
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH, (\$96.00 ANNUALLY)		
POLICE FEES		
MISC.		
REPORTS	1.00	1.00
FINGERPRINTS - RESIDENT	5.00	5.00
FINGERPRINTS - NON-RESIDENT	7.00	7.00
DVD	1.00	1.00
BODY WORN CAMERA VIDEO	\$0.49 PER MINUTE	FIRST 15 MINUTES FREE, ADDITIONAL MINUTES \$0.52 PER MINUTE
VEHICLE EQUIPMENT CHECK	4.00	4.00
GOLF CART REGISTRATION	25.00	25.00
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00
ANIMAL CONTROL		
EUTHANASIA REQUEST BY OWNER	100.00	100.00
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00
DEAD ANIMAL REMOVAL - PRIVATE PROERTY	30.00	30.00
NEUTERED MALE DOG - EACH	5.00	5.00
NEUTERED MALE CAT - EACH	5.00	5.00
SPAYED FEMALE DOG - EACH	5.00	5.00
SPAYED FEMALE CAT - EACH	5.00	5.00
UNALTERED PERMIT - EACH	25.00	25.00
FIRE PROTECTION FEES		
FALSE ALARMS		
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	100.00	100.00
LIFT ASSIST FEE	300.00	300.00
GENERAL GOVERNMENT		
MERCHANT FEES (APPLIED TO ALL PAYMENTS MADE BY CREDIT CARD)		3%
LIEN SEARCH	25.00	75.00
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%

Attachment: UPDATE FEE Schedule FY2023 - 2024 01012024 (2023-R-83 : Fiscal Year 2024 City Wide Fee Schedule)

City of Holly Hill - City Wide Fee Schedule EFFECTIVE 01/01/2024

	FY2022-23	FY2023-2024
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate	FEMA Rate
MATERIAL - PURCHASED BY CITY	Schedule	Schedule
	Actual Cost	Actual Cost
NOTE: LIEN REDUCTIONS/MODIFICATIONS		
Pursuant to Section 70-35 the city manager or his/her designee may reduce any fine impose however, said reduction shall not be less than the costs and expenses incurred by the city. Only the city manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.		
PARKS & RECREATION		
FACILITY/FIELD RENTALS		
SICA HALL		
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	90.00	90.00
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	45.00	45.00
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	160.00	160.00
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	80.00	80.00
SICA HALL - 3 ROOMS (BASE RATE INCLUDES 2 HOURS)	200.00	200.00
SICA HALL - 3 ROOMS (PER EACH ADDITIONAL HOUR)	100.00	100.00
SICA HALL - ALCOHOL FEE	100.00	100.00
SICA HALL DEPOSIT (REFUNDABLE)	100.00	100.00
SET-UP/BREAKDOWN (PER USE)	30.00	30.00
CLEAN UP (NO REFUND OF DEPOSIT)		
CLUBHOUSE		
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	50.00	50.00
CLUB HOUSE (EACH ADDITIONAL HOUR)	25.00	25.00
CLUB HOUSE DEPOSIT	50.00	50.00
CLEAN UP (NO REFUND OF DEPOSIT)		
CENTENNIAL PARK		
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00
LARGE PAVILION DEPOSIT	25.00	25.00
SUNRISE PARK		
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
SMALL PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00
GAZEBO (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
GAZEBO (EACH ADDITIONAL HOUR)	10.00	10.00
ROSS POINT PARK		
BASE RATE INCLUDES 3 HOURS	180.00	180.00
EACH ADDITIONAL HOUR	60.00	60.00
DEPOSIT (REFUNDABLE)	100.00	100.00
RIVERSIDE PARK		
BASE RATE INCLUDES 3 HOURS	180.00	180.00
EACH ADDITIONAL HOUR	60.00	60.00
DEPOSIT (REFUNDABLE)	100.00	100.00



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

5.3

**City Commission
Agenda Item**

MEETING DATE: December 12, 2023
FROM: Michele Moore
SUBJECT: PropLogix, LLC D/B/A Orange Data Systems Third Party Lien
Search Provider
NUMBER: (ID # 4369)
APPLICANT:
PLANNER:

DISCUSSION:

Staff is proposing to enter into an agreement with PropLogix, LLC d/b/a Orange Data Systems to fulfill third party lien search requests. Currently staff from multiple departments are completing these requests which takes valuable time from the main duties of their jobs.

Orange Data Systems' automated lien search service is of no cost to the City. Orange Data will charge the third party the fee from the City's fee schedule of \$75.00, keep \$20.00 and remit \$55.00 for each lien search processed to the City.

Orange Data provides this streamlined lien search service to over 40 cities and counties in the State of Florida and is a sole source provider utilizing the automated MuniConnect platform.

FISCAL

ANALYSIS:

The City will receive \$55.00 for each of the lien searches Orange Data processes. In addition, Orange Data will process lien searches requested by the City at no charge.

In fiscal year 2023, the City processed 440 lien searches earning \$11,000.00 at a rate of \$25.00 each. The current average lien search rate in the State of Florida is \$85.00 with a turnaround time of 3-5 days.

STAFF

RECOMMENDATION:

Approve PropLogix, LLC d/b/a to process third party lien searches on behalf of the City.

COMMISSION GOAL:

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

MOTION:

APPROVE THE AGREEMENT WITH PROPLOGIX, LLC D/B/A TO FULFILL THIRD PARTY LIEN SEARCH REQUESTS.

- ODS Municonnect - Holly Hill v2 FINAL revised fees (PDF)
- Orange Data Sole Source Letter (PDF)

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into this ____ day of December, 2023 (the “**Effective Date**”), by and between the City of Holly Hill, a Florida municipal entity (“**FME**”) located at 1065 Ridgewood Ave., Holly Hill, FL 32117 and PropLogix, LLC, d/b/a Orange Data Systems (“**ODS**”), a Florida limited liability company, located at 5901 N. Honore Ave., Ste. 200, Sarasota, FL 34243 (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, ODS is engaged in the business of providing certain software and services to facilitate the dissemination of real estate records and information pursuant to requests for the same made to municipal entities by third parties.

WHEREAS, FME is engaging ODS to provide such services and software, as further described herein.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SERVICES AND FEES

Section 1.1. Scope of Services. ODS shall generate a report (each, a “**Report**”) in response to requests from third parties made to FME for information pertaining to fees and debts owed to FME in connection with real property records, including permits, code enforcement, utilities, and related lien status (if any) (the “**Services**”). FME shall automatically provide such information and records to ODS electronically on a mutually agreed basis.

ODS shall provide the Services on a non-exclusive basis to FME. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement.

ODS will receive and log municipal lien search requests, adhering to relevant Florida Statutes and the City of Holly Hill ordinances on public records. ODS will generate reports based on specified data fields, utilizing electronic means such as API, VPN, or .CSV reports. ODS will calculate fees and fines per the FMEs ordinances, transmit completed reports electronically to requestors, and handle payment collection, remitting the FME's share via ACH. ODS will retain copies of reports in compliance with city and Florida Sunshine laws. Administrative access to the platform will be granted to FME for viewing, archiving, retrieval, download, and report creation.

FME is required to grant ODS regular access to the information for reporting purposes. This access can be facilitated through various means, including but not limited to .csv files, API, and VPN access.

Section 1.2. Fees; Invoicing. ODS shall collect payment in the total amount of Fifty Dollars and no Cents (\$50.00) from the third-party requestor for each Report completed (the “**Fees**”). Payment of the Fees shall be required upon order submission, except for requestors that maintain an established credit account with ODS. For each Report, ODS shall retain Fifteen Dollars (\$15.00) of the Fees as compensation for the Services, and shall remit the balance of Thirty-Five Dollars and no Cents (\$35.00) to FME on a monthly basis for those Fees collected in the prior month. For clarity, it is understood and agreed that FME shall not be responsible for payment of the Fees.

Any invoice for Fees not paid by the third-party requestor within thirty (30) days shall be deemed past due and shall incur interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by applicable law. Such interest and any reimbursement of fees related to its collection efforts shall be retained by ODS as a reasonable estimate of its damages.

Section 1.3 Fee Extension. ODS shall extend the foregoing Fees and payment terms provided in Section 1.2 to any city or similar municipal entity whose boundaries are entirely within the jurisdiction of FME. Any such city or similar municipal entity shall be required to execute a separate agreement with ODS.

ARTICLE II CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Section 2.1. Confidentiality Requirements. Each Party acknowledges that during the Term of this Agreement, it may come in contact or be provided with knowledge and information relating to customer, client, vendor, partner, contractor, and/or employee information; financial information; business and marketing plans; concepts, techniques, processes, ideas, discoveries, improvements, and inventions whether patented or not; software, programs, and source code; and other confidential and proprietary information relating to the other Party (collectively “**Confidential Information**”). Confidential Information shall further include any information that is expressly identified as confidential by the disclosing Party, or would reasonably be deemed confidential under the context of disclosure or due to the nature of the information.

Each Party agrees that during the Term of this Agreement and for the two (2) year period thereafter, it shall use at least the same degree of care to safeguard the disclosing Party’s Confidential Information as it would its own similar information, and it shall not use, directly or indirectly, on its own behalf or on behalf of any other person or entity, in any capacity, any Confidential Information; it shall not disclose or use any of the other Party’s Confidential Information except (i) to subcontractors, parent companies, affiliates, subsidiaries, agents or representatives who need to know such information and only to the extent necessary to carry out such Party’s obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law.

Notwithstanding the foregoing, it is acknowledged that FME is a public agency subject to Chapter 119, Florida Statutes, and the Parties shall comply with Florida’s Public Records Law, as the same may be amended from time to time.

IF ODS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____

Email address: _____

Mailing address: _____

ODS shall comply with public records laws, specifically to:

1. Keep and maintain public records required by FME to perform the service.

2. Upon request from FME's custodian of public records, provide FME 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 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 ODS does not transfer the records to FME.

4. Upon completion of the contract, transfer, at no cost, to FME all public records in possession of the contractor or keep and maintain public records required by the FME to perform the service. If the contractor transfers all public records to FME 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 ODS keeps and maintains public records upon completion of the contract, ODS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FME, upon request from FME's custodian of public records, in a format that is compatible with the information technology systems of FME.

Section 2.2. Exceptions to Confidential Information. Confidential Information shall not include information to the extent that it (i) is or becomes public knowledge through no act or omission of the receiving Party, (ii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect to the subject information, or (iii) was known to the receiving Party prior to disclosure of the information by the disclosing Party.

Section 2.3. Return of Confidential Information. Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy any Confidential Information of the disclosing Party in its possession and certify to the disclosing Party its return or destruction. Notwithstanding the foregoing, the receiving Party shall not be obligated to return or destroy Confidential Information that is required to be held or maintained for regulatory or audit purposes or retained in accordance with the receiving Party's security or disaster recovery procedures, provided that it will remain subject to the obligations of confidentiality contained herein for the duration for which it is held.

Section 2.4. Intellectual Property. Each Party shall retain ownership of all of its: (a) patents, patent applications and disclosures, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), and related improvements, (b) trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names and telephone numbers containing or reflecting any of the foregoing, along with any associated goodwill, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), copyrights, copyrightable works, works of authorship (including advertisements, commercials and promotional materials), data, databases, articles, abstracts, graphics, photographs, programs and programming material, jingles, and slogans, (d) trade secrets or proprietary information, (e) internet websites, including all content and materials displayed on and/or accessible through such sites, (f) other intangible property, including the aesthetic design, format, and layout of the Reports and any non-public data provided therein, (g) copies and tangible embodiments of and any documentation (e.g., user manuals) relating to any of the foregoing (in whatever form or medium), and (h) licenses granting any rights with respect to any of the foregoing (including, without limitation, software licenses) ("Intellectual Property"). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one Party in the Intellectual Property rights of the other Party.

Section 2.5. Brand Usage. Each Party agrees that it shall not use the names, including registered and fictitious names, trademarks, branding, logos, etc. of the other Party in its promotional activities without

the prior written consent of the other Party. FME hereby gives authorization for ODS to utilize its name, logos, and branding on the ODS public-facing website to identify FME as a municipal entity which utilizes the ODS services.

Section 2.6. Injunctive Relief. Each Party acknowledges that its breach of any of the provisions of this Article 2 would cause irreparable injury to the other which cannot be reasonably or adequately compensated by monetary damages. Accordingly, either Party will be entitled to seek injunctive relief and other equitable remedies in the event of such a breach by the other. The right of each of the Parties to seek injunctive relief shall not limit in any manner their respective rights to seek other and/or additional remedies at law or in equity.

ARTICLE III TERM AND TERMINATION

Section 3.1. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter (“**Term**”). This Agreement will automatically renew for successive one (1) year terms unless written notice of non-renewal is received by the other Party at least thirty (30) days prior to the expiration date.

Section 3.2. Termination. This Agreement may be terminated by either Party (i) as provided in Section 3.1, (ii) upon ninety (90) days’ prior written notice for any reason or no reason, or (iii) in the event that the other Party materially breaches this Agreement, so long as the non-breaching Party provides the breaching Party with written notice of the subject breach and a ten (10) business day opportunity to cure the same. Termination for breach does not constitute waiver of any other rights or remedies that the non-breaching Party may have for such breach of this Agreement. In the event of termination of this Agreement, ODS retains the right to pursue from third-party requestors payment of outstanding Fees and any other amounts to which it may be entitled pursuant to this Agreement.

ARTICLE IV LIABILITY AND INDEMNIFICATION

Section 4.1. Services Warranty. ODS hereby agrees to use commercially reasonable efforts to correct any reproducible and correctable error contained in the Services or the Reports, to the extent that FME advises ODS of such error in writing during the term of this Agreement.

Section 4.2. Disclaimer of Warranty and Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ODS DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES BASED ON A PARTICULAR USE IN TRADE OR BASED ON A COURSE OF DEALING, AND WARRANTIES WITH RESPECT TO THE QUALITY, ACCURACY, OR FREEDOM FROM ERROR OF THE OPERATION, USE, AND FUNCTION OF THE REPORTS AND SERVICES.

ODS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION THEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF ODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ODS SHALL NOT BE RESPONSIBLE FOR, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO OR ARISING FROM (i) ANY INVALID, INACCURATE OR ERRONEOUS INFORMATION FURNISHED BY FME TO ODS OR OTHERWISE PROVIDED IN THE RECORDS OF FME, INCLUDING ANY MIS-INDEXING, MIS-RECORDING, MIS-SPELLING, OR OMISSIONS, OR (ii) ANY LOSS OR CORRUPTION OF SOFTWARE OR DATA, OR THE INTERRUPTION, MALFUNCTION, DELAY OR ERROR OF ANY COMMUNICATION SYSTEM, OPERATION OR COMPUTER SYSTEMS, OR INTERNET OR TELECOMMUNICATION PROVIDER.

Section 4.3. Maximum Liability. ODS'S TOTAL LIABILITY AND FME'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATED TO THE PROVISION OF THE SERVICES SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY FME NOT EXCEEDING \$250,000. Prior to filing any lawsuit, the complaining party shall send the other party written notice of dispute and request a meeting to discuss a resolution of the dispute. If the parties are unable to resolve the dispute within 30 days of the first written notice of dispute, either party can proceed with litigation. However this dispute resolution process shall not be applicable if delaying litigation would adversely impact the litigation, such as statute of limitations..

Section 4.4. Indemnity. Each Party shall indemnify, defend and hold the other Party and its officers, directors, shareholders, members, employees, or agents harmless from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, judgments, suits, fines, penalties, including reasonable attorneys' fees and costs and/or any investigation or related action (collectively "**Claims**") incurred by, or imposed or asserted against such Party, by a third party that arise from or in connection with matters related to this Agreement or the Products, to the extent that such Claims arise due to the indemnifying Party's: (i) intentional misconduct, (ii) material breach of the restrictive covenants of Agreement, (iii) failure to comply with any applicable laws, or (iv) with respect to FME as the indemnifying Party, any invalid, inaccurate or erroneous information furnished by FME to ODS or otherwise provided in the records of FME, including any mis-indexing, mis-recording, mis-spelling, or omission. The foregoing shall not be subject to the maximum liability limit stated in Section 4.3. The indemnifying Party shall be permitted to control the defense and settlement of any claim, provided such settlement does not impute any admission of liability or expense on the other Party. The indemnifying Party agrees to permit (barring any conflict of interest) and cooperate with any counsel the other Party engages (at its own cost) to represent it in the participation of the defense and settlement of any claims in which indemnity is sought.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1. Independent Relationship. It is intended that each Party shall at all times be completely independent of the other Party. Nothing contained herein shall constitute a partnership, joint venture, employment, agency, or any other similar relationship by or between the Parties.

Section 5.2 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated, the remedies provided herein are in addition to, and not exclusive of, any other remedies at law or in equity.

Section 5.3. Severability and Joint Drafting. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby,

and every provision of this Agreement shall remain in full force and effect and enforceable. Each of the Parties hereto acknowledge such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter and agree that the provisions of this Agreement shall be construed without prejudice to either Party to this Agreement.

Section 5.4. Applicable Law. If any legal action is brought by either Party relating to this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees, costs and expenses, including appellate fees. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, without regard to conflict of law principles, and the Parties hereby consent to the exclusive jurisdiction and venue of the courts of Volusia County, Florida.

Section 5.5. Successors and Assigns. All of the terms and provisions of this Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party is permitted to assign this Agreement and/or the rights and obligations hereunder, unless approved in writing by the other Party; provided, however, that ODS may assign all or any portion of its rights and obligations hereunder to the purchaser of all or substantially all its assets or stock (by merger or otherwise).

Section 5.6. Notices. All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by electronic mail, an overnight courier, or first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid, addressed to such Party at the address set forth below or such other address as may hereafter be designated in writing by such Party:

To FME:

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

To ODS:

PropLogix, LLC d/b/a Orange Data Systems
5901 N. Honore Ave., Ste. 200
Sarasota, FL 34243
Attn: General Counsel
Email: legal@proplogix.com

All such notices, requests, consent, and other communications shall be deemed to have been given when actually received or delivery refused by the applicable Party.

Operational and regular course of dealings communications with ODS should be directed to David Harrington (david@orangedatasystems.com) and Stewart Holley (stewart@orangedatasystems.com).

Section 5.7. Force Majeure. ODS shall be excused from performance and shall not be held liable in any way for any delay, failure in performance, loss, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Services or provision of the Reports.

Section 5.8. Entire Agreement; Counterparts; Amendment. This Agreement contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party. This Agreement may be executed in several counterparts, each copy of which

shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be amended at any time only by the signed, written agreement of the Parties. Electronic execution of this Agreement shall be deemed effective and legally binding.

Section 5.9. No Third-Party Beneficiaries. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the Parties to this Agreement.

Section 5.10. Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purpose shall survive in perpetuity any termination or expiration of this Agreement.

Section 5.11. Authority to Execute. Each Party has full power and authority to enter into this Agreement. The signatory for each Party, respectively, has the authority to legally bind the Party for which it executes this Agreement. Neither Party is bound by any other agreement, whether written or oral, which would preclude it from entering into this Agreement and/or undertaking the responsibilities and obligations contained herein.

In Witness Whereof, the Parties hereto have executed this Agreement effective as of the date set forth above.

THE CITY OF HOLLY HILL, FLORIDA

**PROPLOGIX, LLC D/B/A
ORANGE DATA SYSTEMS**

By: _____
Joseph Forte, as its City Manager

By: Alexander Eckelberry
Alexander Eckelberry (Dec 4, 2023 16:58 EST)
Alexander Eckelberry, as its CEO

**Orange Data**POWERED BY MUNI
BRIDGE

Stewart Holley
Orange Data Systems
1339 Arlington Street
Orlando, FL 32805
Date: 06/21/2023
Re: Sole Provider of MuniConnct

To Whom This May Concern,

This letter is to confirm that MuniConnect, a lien search automation and code lien settlement platform, is a sole source product developed, maintained, and distributed exclusively by Proplogix LLC d/b/a Orange Data Systems. No other company may resell or distribute MuniConnect.

This product must be purchased directly from Orange Data Systems at the address listed above. There are no agents, resellers, or dealers authorized to represent this product. There are no known competing products or services that fulfill the same requirements as provided within MuniConnect.

The point of contact for Orange Data Systems is Stewart Holley whose contact information is below:

Stewart Holley
stewart@orangedata.com
O. 407.965.4245
www.orangedata.com

Respectfully submitted,

Stewart Holley
VP Sales
Orange Data Systems

Attachment: Orange Data Sole Source Letter (4369 : Lien Search Agreement - PropLogix, LLC)



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

**City Commission
Ordinance**

6.1

MEETING DATE: December 12, 2023
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2023-O-3067
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This proposed Ordinance amends Section 114-904 of the Land Development Regulations titled, Mobile food vehicle and vendor regulations.

BACKGROUND:

On October 25, 2016 in response to the growing popularity of the mobile food market, the city adopted Ordinance 2981. That Ordinance created section 114-904 of the City code to establish permitting and operating procedures for mobile food vending within the City. An update to section 114-904 was adopted by the City Commission on March 10, 2020 (Ordinance # 3024) to add definitions, establish enforcement procedures and update permitting requirements. In July of 2020, the State adopted legislation preempting certain powers of local government to regulate mobile food dispensing vehicles. Updates to the City's code are needed in order to comply with State requirements and consider other general changes to the mobile food vending code.

DISCUSSION:

Since mobile food vending has been permitted to operate in the city for approximately seven years, we have had the opportunity to reflect on the activity's effect on the City and whether or not any updates to the current regulations would be appropriate.

Based on feedback and changes required by the State, the City finds that it is necessary to refine the current regulations. That is the purpose of this Ordinance.

While much of the current Ordinance is preserved in the proposed Ordinance, there are some key changes proposed. Perhaps the largest change has to do with the number of days that a site can host a mobile food vendor. Current regulations state that no site may host a mobile food vendor for more than three days per week, and for no more than four hours per day. The proposed Ordinance allows an additional day for a total of four days per week, and further allows the mobile food vendor to operate from 8 am to 11 pm on Saturday or Sunday. This means a mobile food vendor can operate during a four-day period and on one of those days, either a Saturday or

Sunday, can operate from 8 am to 11 pm. Weekday activities are still restricted to a maximum of four hours of operation.

The proposed Ordinance also clarifies and simplifies language, and makes changes to come into compliance with State law. Specifically, it eliminates the City's requirement that mobile food vendors register with the City and pay a permit fee to operate within the City. These activities are preempted to the State.

FISCAL ANALYSIS:

Adopting the Ordinance will have minimal fiscal impact on the City.

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt an Ordinance of the City of Holly Hill, Florida, regulating mobile food vehicles; amending section 114-904 of the city code; providing for codification; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Types of Mobile Food Vending Vehicles (PDF)
- F.S. Statutes (PDF)
- Sec. 114-904. Underlined and Strike-thru Version (PDF)

HISTORY:

11/28/23

City Commission

APPROVED AT 1ST READING

Next: 12/12/23

Mayor Via opened public participation. No one spoke.

Ordinance No. 2023-3067**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that food service from mobile food vehicles has become a popular food service venue; and

WHEREAS, mobile food vehicles can be a source of business development and provide dining options for residents and visitors; and

WHEREAS, the City Commission desires to clearly define mobile food vehicles, mobile food vendors, and related terms, and adopt regulations addressing their allowed operations within the city; and

WHEREAS, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities for mobile food vendors protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by properly regulating the location and operation of mobile food vehicles.

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 the entire language of Section 114-904 is repealed and replaced with the following:

Sec. 114-904. Mobile food vehicle and vendor regulations.**(a) Definitions.**

Catering is the business of providing food for a private event, as a professional service, for a fee.

Commissary is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

Hosting site is the property upon which a mobile food vehicle is parked and operating.

Hosting site property owner is the owner of the property upon which the mobile food vehicle is located and operating.

Mobile food vehicle is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

- (1) *Class I-Mobile kitchens.* In addition to the vending of products allowed for class II and class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles may have a relationship with a commissary.
- (2) *Class II-Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations.
- (3) *Class III-Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event.

Mobile food vehicle rally is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit, or they can be approved as part of a city sponsored event.

Mobile food vendor is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

(b) Licensing and permitting requirements.

- (1) Prior to setting up at a location, a Class I or II mobile food vendor must provide the following to the city:

- a. A copy of the mobile food dispensing vehicle license from the Florida Division of Hotels and Restaurants.
 - b. A completed indemnification statement for city files. To be updated annually.
 - c. A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.
 - d. Evidence that the vehicle has passed any safety inspections required by the state, county or city.
- (2) Mobile food vehicles must be inspected by the city's fire marshal or fire chief or their designee, and comply with all city safety regulations.
- (3) The mobile food vendor must permanently display to the public in a clearly visible area, their license from the Florida Division of Hotels and Restaurants.
- (4) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least five days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:
 - a. Location address
 - b. A signed indemnification statement.
 - c. A sketch plan showing the subject property and the proposed location of the mobile food vehicle.
 - d. Owner contact information.
 - e. Vendor contact information.
 - f. License from the Florida Division of Hotels and Restaurants.
- (5) The hosting site property owner shall pay a fee as established by the city commission. All permits expire on September 29th of each year and must be renewed.
- (6) The hosting site property owner must have an active business tax receipt.
- (c) *Prohibitions and restrictions.*
 - (1) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.
 - (2) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.
 - (3) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.
 - (4) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.

- (5) Except with permission of the city and as otherwise stated, mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.
- (6) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall follow all applicable laws and regulations.
- (7) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.
- (8) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.
- (9) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.
- (10) The mobile food vehicle, or its seating areas, may not disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas, right-of-way or designated public safety lanes.
- (11) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than four days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.
- (12) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.
- (13) A site may not host a mobile food vehicle for more than four hours on any permitted calendar day except:
 - a) When a special event permit has been issued for the site that provides different hours of operations;
 - b) If a permitted date is a Saturday or Sunday, on only one of those dates, the hours of operation can be between 8:00 AM and 11:00 PM;
 - c) If a licensed food establishment owns and operates a mobile food vehicle on the same site as the licensed food establishment, the mobile food vendor can be operated during the same hours of operation as the licensed food establishment.
 - d) As otherwise provided in the City's regulations.

(d) *Operating requirements.*

- (1) *Zoning requirements.* Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.
- (2) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.
- (3) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of 50 feet from the sales area.
- (4) Property owners hosting a mobile food vendor for more than one hour must provide readily accessible restroom facilities.
- (5) All mobile food vehicles must park on a hard-stabilized surface such as a paved or asphalt surface.
- (6) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed six square feet on the subject property where the mobile food vendor is conducting business.
- (7) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.
- (8) A mobile food vendor may not locate on any property that abuts a property with an active restaurant except with the written approval of the restaurant owner.
- (9) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary if available.
- (e) *Enforcement.* Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor's third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023 for second and final reading.

PERMITTED MOBILE FOOD VENDING VEHICLES

Class I

Mobile Kitchen, (most commonly referred to as a “food truck”)



A mobile kitchen typically operates on private property with service to the general public. Mobile kitchens generally include a full-service, commercial kitchen accommodating the production of specialized and gourmet cuisine in large quantities. The food is cooked, prepared and then distributed directly from the vehicle through a side-access window. Unlike an ice-cream truck, which is constantly in motion and responds to customers waiting along the side of a public right-of-way, mobile kitchens are typically stationary through the meal period and advertise their daily location using social networking services, such as Facebook and Twitter.

Mobile Food Vending Trailer



Class II

Mobile Canteen Truck



A mobile canteen truck is a self-propelled vehicle that typically sells products on private property, to employees of a private client or contracted business. Food sales are conducted from the exterior of the vehicle.

Class III

Mobile Ice Cream Truck



A mobile ice cream truck is a vehicle serving only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand dipped frozen dairy products and pre-packaged beverages.

Select Year: 2023 ▼ Go

The 2023 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

[Chapter 509](#)
LODGING AND FOOD SERVICE
ESTABLISHMENTS; MEMBERSHIP
CAMPGROUNDS

[View Entire
Chapter](#)

509.102 Mobile food dispensing vehicles; temporary commercial kitchens; preemption.—

(1)(a) As used in this section, the term “mobile food dispensing vehicle” means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

(b) As used in this section, the term “temporary commercial kitchen” means any kitchen that is a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow or are self-propelled or otherwise axle-mounted, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal. Such kitchens are subject to all provisions of this chapter except as may be provided herein. The term does not include a tent.

(2)(a) Regulation of mobile food dispensing vehicles, and temporary commercial kitchens, involving licenses, registrations, permits, and fees is preempted to the state. A municipality, county, or other local governmental entity may not require a separate license, registration, or permit other than the license required under s. [509.241](#), or require the payment of any license, registration, or permit fee other than the fee required under s. [509.251](#), as a condition for the operation of a mobile food dispensing vehicle or temporary commercial kitchen within the entity’s jurisdiction. A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles or temporary commercial kitchens from operating within the entirety of the entity’s jurisdiction.

(b) Any mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

(3)(a) A temporary commercial kitchen may be used in conjunction with a permanent food service establishment licensed under this chapter for the purpose of supplementing the kitchen operations of the licensed permanent food service establishment. A temporary commercial kitchen may operate in this capacity as follows:

1. On the premises of the licensed permanent food service establishment for 60 consecutive days. Upon request of the operator of a temporary commercial kitchen, the division may grant one extension of up to 60 additional consecutive days.

2. During a period of renovation, repair, or rebuilding, on the premises of the licensed permanent food service establishment or off the premises within the line of sight of, and not to exceed 1,320 feet from, the licensed permanent food service establishment for 120 consecutive days. The division may exercise discretion to grant an additional extension of time upon a reasonable and reliable demonstration by the licensed permanent food service establishment that additional time is needed to complete the renovation, repair, or rebuilding.

(b) If a permanent food service establishment licensed under this chapter, or the land upon which that establishment is sited, is rendered uninhabitable due to a natural disaster that is the subject of a declared state of emergency, a temporary commercial kitchen may operate on the premises of, or as near as reasonably practicable to, the location of the licensed permanent food service establishment. A temporary commercial kitchen may

operate in this capacity only during the period of repair and rebuilding of the permanent establishment with which it is associated. The operators of a temporary commercial kitchen operating in this capacity must notify the division of the kitchen's location and renew the notification every 90 days for the duration of its operation.

(c) Except as authorized under paragraphs (a) and (b), a temporary commercial kitchen may not operate in one location for longer than 30 consecutive days. The operators of a temporary commercial kitchen must notify the division within 48 hours after commencing operation in a location.

(4) This section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles or temporary commercial kitchens other than the regulations described in subsection (2).

(5) This section does not apply to any port authority, aviation authority, airport, or seaport.

History.—s. 75, ch. 2020-160; s. 2, ch. 2023-48.

Sec. 114-904. Mobile food vehicle and vendor regulations.

(a) Definitions.

Catering is the business of providing food for a private event, as a professional service, for a fee.

Commissary is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

Hosting site is the property upon which a mobile food vehicle is parked and operating.

Hosting site property owner is the owner of the property upon which the mobile food vehicle is located and operating.

Mobile food vehicle is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

- (1) *Class I-Mobile kitchens.* In addition to the vending of products allowed for class II and class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles **may** have a relationship with a commissary. **A mobile food vehicle permit is required for class I mobile food vehicles.**
- (2) *Class II-Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. **A mobile food vehicle permit is not required.**
- (3) *Class III-Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event. **A mobile food vehicle permit is not required.**

Mobile food vehicle rally is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit, or they can be approved as part of a city sponsored event.

Mobile food vendor is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

(b) Licensing and permitting requirements.

- (1) Prior to setting up at a location, a **Class I or II** mobile food vendor must provide the following to the city:
 - a. A mobile food vendor must register with the city and receive a mobile food vendor certificate. Mobile food vendor certificates expire on September 29th and must be renewed each year. The fee will be prorated on a quarterly basis.**
 - b. a.** A copy of the mobile food dispensing vehicle license from the Florida Division of Hotels and Restaurants.
 - c. b.** A completed indemnification statement for city files. To be updated annually.
 - d. A copy of the operator's driver license and photos of the mobile food vehicle including the license plate.**

e-c. A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.

d. Evidence that the vehicle has passed any safety inspections required by the state, county or city.

- (2) Mobile food vehicles must be inspected by the city's fire marshal or fire chief or their designee, and comply with all city safety regulations.
 - (3) The mobile food vendor must permanently display to the public in a clearly visible area, their **mobile food vendor certificate license from the Florida Division of Hotels and Restaurants.**
 - (4) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least five days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:
 - a. Location address **and hosting dates.**
 - b. A signed indemnification statement.
 - c. A sketch plan showing the subject property and the proposed location of the mobile food vehicle.
 - d. Owner contact information.
 - e. Vendor contact information.
 - f. **The mobile food vehicle's MFDV #. License from the Florida Division of Hotels and Restaurants.**
 - (5) The hosting site property owner shall pay a fee as established by the city commission. All permits expire on September 29th of each year and must be renewed.
 - (6) The hosting site property owner must have an active business tax receipt.
- (c) *Prohibitions and restrictions.*
- (1) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.
 - (2) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.
 - (3) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.
 - (4) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.
 - (5) Except with permission of the city **and as otherwise stated,** mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.
 - (6) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall **be in compliance with follow** all applicable laws and regulations.
 - (7) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.
 - (8) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.

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- (9) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.
- (10) The mobile food vehicle, or its seating areas, may not ~~occupy more than 20 percent of the vehicular use area or~~ disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas, right-of-way or designated public safety lanes.
- (11) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than ~~three~~ four days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.
- (12) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.
- (13) A site may not host a mobile food vehicle for more than four hours ~~within a~~ on any permitted calendar day ~~except; unless operating with a special event permit specifically stating otherwise.~~
- a) When a special event permit has been issued for the site that provides different hours of operations;
- b) If a permitted date is a Saturday or Sunday, on only one of those dates, the hours of operation can be between 8:00 AM and 11:00 PM;
- c) If a licensed food establishment owns and operates a mobile food vehicle on the same site as the licensed food establishment, the mobile food vendor can be operated during the same hours of operation as the licensed food establishment.
- d) As otherwise provided in the City's regulations.
- (d) *Operating requirements.*
- (1) *Zoning requirements.* Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.
- (2) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.
- (3) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of 50 feet from the sales area.
- (4) Property owners hosting a mobile food vendor for more than one hour must provide readily accessible restroom facilities.
- (5) All mobile food vehicles must park on a hard-stabilized surface such as a paved or asphalt surface.
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- (6) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed six square feet on the subject property where the mobile food vendor is conducting business.
 - (7) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.
 - (8) A mobile food vendor may not locate on any property that abuts a property with an active restaurant ~~except that the mobile food vendor may locate closer,~~ with the written approval of the restaurant owner.
 - (9) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary **if available**.
 - (e) *Enforcement.* Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action, **including a citation, or civil action** against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor's third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

(Ord. No. 2981, § 1, 10-25-16; Ord. No. 3024, § 2, 3-10-20)



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

**City Commission
Agenda Item**

6.2

MEETING DATE: December 12, 2023
FROM: Brian Walker
SUBJECT: 817 Magnolia Avenue Side Setback Variance Request
NUMBER: (ID # 4336)
APPLICANT: Carlos Barbecho
PLANNER: Brian Walker

INTRODUCTION

VARIANCE - 817 Magnolia Avenue - Request a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line. The request is made in order to construct an addition on the south side of the home. The property is located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue and is more particularly known as 817 Magnolia Avenue; V-2023-02 (Carlos Barbecho, Applicant) (Brian Walker, Community Development Director).

BACKGROUND

- ☐ The parcel is part of the Sherville Park Plat # 2, approved by the Holly Hill City Commission on May 16, 1924 and filed in Book 9 Page 186.
- ☐ The lot contains a home originally built in 1952.
- ☐ The property under consideration is zoned R-3 (Medium Density Single-Family) and has a Low Density Single-Family Residential future land use.

DISCUSSION:

The existing home is on a lot that is approximately 5000 square feet in size. The R-3 zoning requires side setbacks of 7.5 feet. On the south side of the lot, the home is only 4.9 feet from the side property line.

The applicant would like to build an addition on the south side of the home and align it with the existing structure which is 4.9 feet from the property line. Since the code requires that structures be 7.5 feet from the side property line, the applicant is unable to build the addition as desired without a variance.

REQUESTED

VARIANCE:

The applicant is requesting a side setback variance from 7.5 feet to 4.9 feet for the south property line only.

In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:

The home on the property was built in 1952 and is 4.9 feet from the south property line. This was done prior to the City adopting its Land Development Regulations in 1993 which now require that principal structures meet a 7.5-foot side yard setback.

Criteria met? Yes

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:

The circumstances upon which the variance request is based were created prior to the City adopting its Land Development Regulations in 1993, and were not the result of the applicant's actions.

Criteria met? Yes

CRITERIA No. 3:

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:

The lot is considered to be legal non-conforming. Construction on legal non-conforming lots is governed by Sec. 114-31 titled - Nonconformity, which states in part; "In any classification, principal and accessory structures otherwise authorized under this chapter may be erected or constructed on any single nonconforming lot if all classification requirements other than lot area or width are met." This means that construction on a legal nonconforming lot is permitted, but it is required to meet current setbacks. However, the applicant can seek a variance if they feel that they cannot meet the setbacks due to some special circumstances that prevent it. Staff does not feel that any special circumstances exists and therefore it is staff's opinion that granting the variance will confer a special privilege on the applicant.

Criteria met? No

CRITERIA No. 4:

That a literal interpretation of the provisions of this subpart would deprive the applicant of

rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:

A literal interpretation of the provisions of this subpart will not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district or work an unnecessary and undue hardship on the applicant. It is staff's opinion that the applicant is able to build the desired addition while meeting the 7.5-foot setback. They may not be able to build it in the exact form or fashion as desired, but there is room to build a reasonably sized addition to the home without violating the required setback. See EXHIBIT A

Criteria met: No

CRITERIA No. 5:

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:

The small wooden porch on the back of the home is slotted to be removed to make way for the new addition. This means that allowing 7.5 feet for the setback, and 5 feet of separation from the garage on the north, an addition approximately 17 feet wide could be built. The rear setback requirement is 20 feet. Due to the shape of the home, it is approximately 35 feet from the rear property line in some areas and 50 feet from the rear property line in others. Given these circumstances, there does not appear to be a substantial impediment to meeting the required setback. See EXHIBIT A

Criteria met? No

CRITERIA No. 6:

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:

It is staff's opinion that granting the variance is not necessary in order for the applicant to build an addition.

Criteria met? No

FINDINGS OF FACT: Staff finds that the applicant has not met all of the criteria as stated above to grant the requested variance.

Additionally, the structure is an off-grade house (on pillars, not a slab) and has a flat roof. Meaning there are no issues related to tying into the existing roof or foundation. The City's Chief Building Official has reviewed the proposal for an addition to the structure, and stated that in his professional opinion it would not be difficult to construct an addition and meet the required setback. His statement is attached as the document titled, **CBO Opinion**.

ADDITIONAL INFORMATION:

Sec. 82-320. - Expiration.

A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At the meeting of the Board of Planning and Appeals on November 6, 2023, 3 members voted to deny the variance request, and 2 members voted to approve the variance request.

STAFF RECOMMENDATION:

Staff does not recommend approval of the requested variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Medium Density Single-Family) zoning district be a minimum of 7.5 feet from the side property line for the property located approximately one-hundred (100) feet south of Ferndale Street on the east side of Magnolia Avenue and is more particularly known as 817 Magnolia Avenue.

- Maps and Pictures (PDF)
- EXHIBIT A - Proposed vs Conceptual (PDF)
- Survey (PDF)
- Application (PDF)
- CBO Opinion (PDF)

HISTORY:

11/28/23

City Commission

PULLED TO A DATE CERTAIN

Next: 12/12/23

At the request of the applicant, this agenda item has been pulled to the December 12, 2023 City Commission meeting.

Location



Aerial



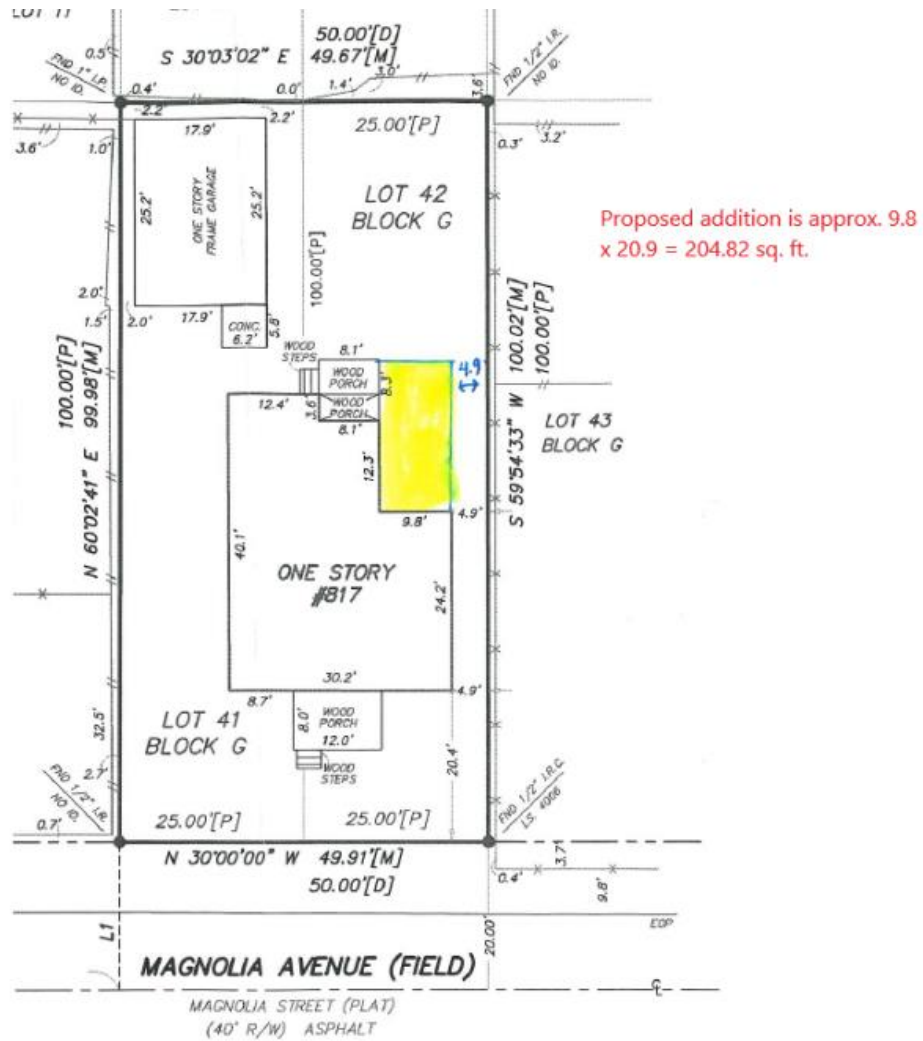
Aerial – Close Up



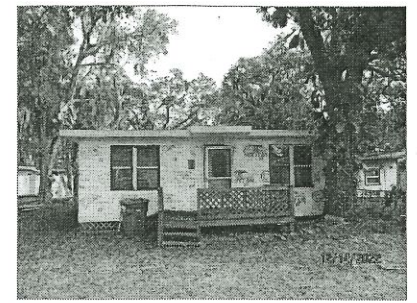
Front of Home



Proposed Addition Does Not Meet Setbacks



LEGAL DESCRIPTION: LOTS 41 AND 42, BLOCK G, PLAT NO. 2, SHERVILLE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



817 MAGNOLIA AVENUE
HOLLY HILL, FL.

**LIGHTHOUSE
TITLE OF EAST
FLORIDA, INC.**

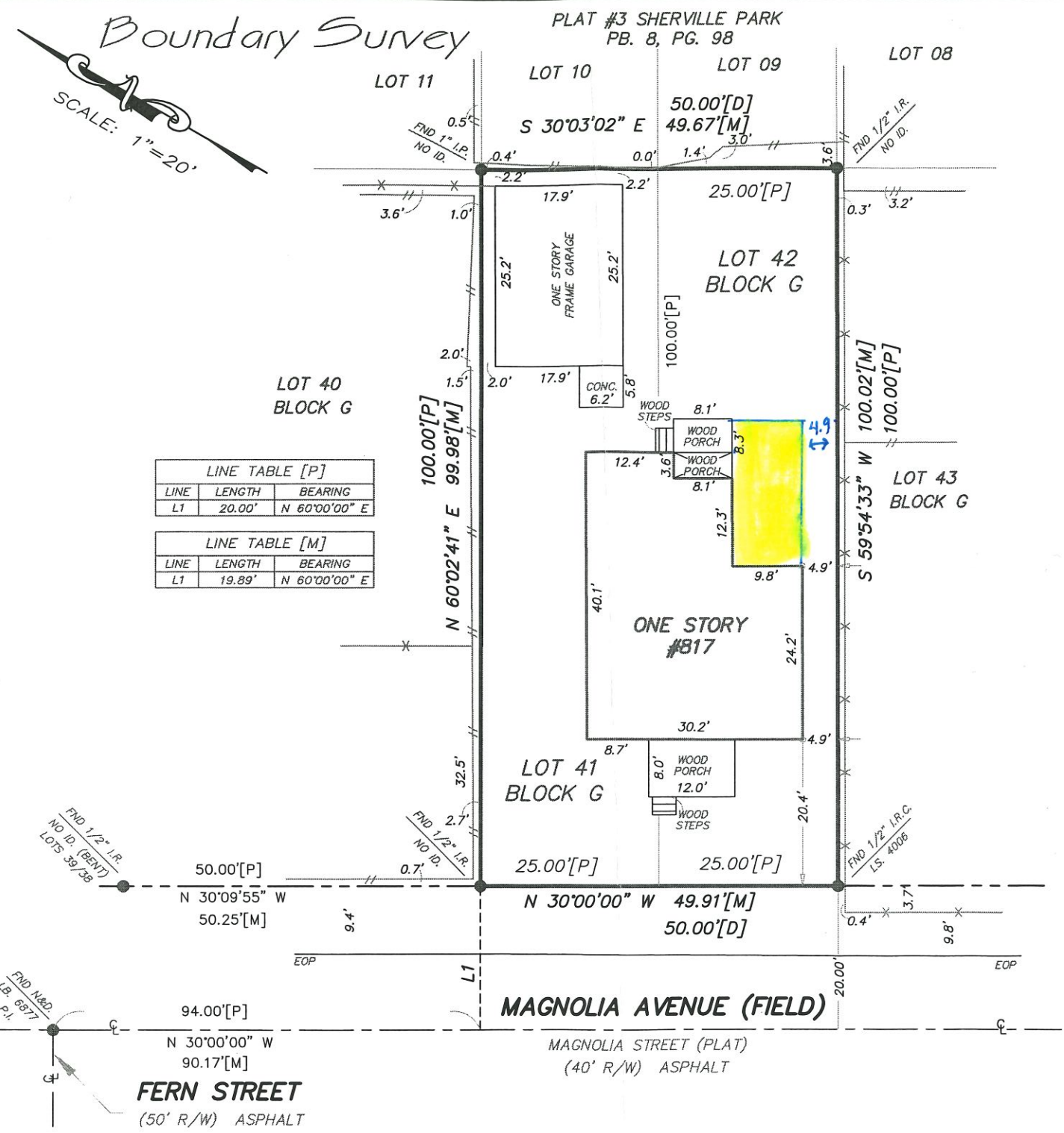
Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

DRAWN BY: RAJESH-RG
CHECKED BY: BRETT

CERTIFIED TO:
CARLOS BARBECHO
LIGHTHOUSE TITLE OF EAST FLORIDA, INC.
WESTCOR LAND TITLE INSURANCE COMPANY

COMMUNITY NO:
125112
PANEL: 0356
FLOOD ZONE: AE
SUFFIX: J
F.I.R.M. DATE: 09/29/17

SURVEY NO. 127704
FIELD DATE: 12/14/22



- A/C - AIR CONDITIONER
- A.E. - ALLEY EASEMENT
- B.C. - BLOCK CORNER
- BLK - BLOCK
- C.B. - CONCRETE BLOCK
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MONUMENT
- CONC. - CONCRETE
- D - DEED
- D.E. - DRAINAGE EASEMENT
- E.O.P. - EDGE OF PAVEMENT
- F.C.C. - FOUND CROSS CUT
- F.F.E. - FINISHED FLOOR ELEVATION
- FND - FOUND
- ID. - IDENTIFICATION
- I.P. - IRON PIPE
- I.R. - IRON ROD
- I.R.C. - IRON ROD & CAP
- L - ARC LENGTH
- L.B. - LAND SURVEYING BUSINESS
- L.S. - LAND SURVEYOR
- L.E. - LANDSCAPE EASEMENT
- M - MEASURED
- M.E. - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E. - PEDESTRIAN EASEMENT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.C.P. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T. - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E. - UTILITY EASEMENT
- W.F.S. - WOOD FRAME STRUCTURE
- F.P.L.E. - FLORIDA POWER & LIGHT EASEMENT
- R.P. - RADIUS POINT
- PK NAIL - PARKER KALON COMPANY NAIL
- — — — — RIGHT-OF-WAY LINE
- — — — — CENTERLINE
- x — — — — — BARB WIRE FENCE
- // — — — — — WOOD FENCE
- x — — — — — CHAIN LINK FENCE
- + — — — — — PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF MAGNOLIA AVENUE BEING N 30°00'00" W ASSUMED

- NOTES:
- 1) This survey is based on the legal description as provided by the Client
 - 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
 - 3) Do not reconstruct property lines from building ties
 - 4) No footing or overhangs have been located except as shown
 - 5) No improvements or utilities have been located except as shown
 - 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

OFFICE #407-330-9717

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Attachment: Survey (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

Permit #
V# 23-1065Paid \$350.00
on 5/11/23.

HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE
DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY

PARCEL ID #: 533739070410			
ADDRESS: 817 Magnolia Ave Holly Hill 32117			
TOTAL ACREAGE: 50' x 100 5000 Sq. ft		USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-RESIDENTIAL	
ZONING: R-3		FUTURE LAND USE: LDR	
TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☒ ADDITION ☐ SINGLE FAMILY HOME Laundry room & bedroom			
DESCRIPTION OF STRUCTURE: Single family wood frame			
TYPE OF VARIANCE:	☐ FRONT YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☒ SIDE YARD SETBACK	REQUIRED: 7.5 FT.	PROPOSED: 4.9 FT.
	☐ SIDE STREET SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ REAR YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
	☐ MINIMUM LOT SIZE	REQUIRED: _____ SQ. FT.	ACTUAL: _____ SQ. FT.
	☐ WIDTH AT BUILDING	REQUIRED: _____ FT.	ACTUAL: _____ FT.
	☐ LINE	REQUIRED: _____ FT.	PROPOSED: _____ FT.
☐ HEIGHT			
IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT?			☒ YES ☒ NO New addition
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT?			☒ YES ☐ NO

OWNER

NAME: Carlos Barbecho	COMPANY:
ADDRESS: 1262 15th ST	
CITY: Holly Hill	STATE: FL ZIP: 32117
PHONE: 386 235 2484	EMAIL:

V# _____



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

AGENT/CONSULTANT

NAME: Cecil Moore	COMPANY: Sunburst Const
ADDRESS: 65 Woodbourne Ln,	
CITY: Ormond Beach	STATE: FL ZIP: 32174
PHONE: 386 5622200	EMAIL: cmoore@sunburstegmail.com

APPLICATION TYPE/FEE

☒ VARIANCE – RESIDENTIAL	\$350.00 PER VARIANCE
☐ VARIANCE – COMMERCIAL	\$500.00 PER VARIANCE

ATTACHMENT CHECKLIST

☒ APPLICATION
☒ APPLICATION FEE
☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.
☐ QUESTIONNAIRE
☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
☒ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
☐ PHOTOGRAPHS, IF DESIRED

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# _____



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

The process of applying through the variance is and of itself the reason no special privilege is giving.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

The current code does not allow applicant to square back off house to remainder of existing house

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The requested variance will create a larger taxable value. Creating a larger tax revenue to be generated. In addition if the variance is granted there will be an improved curb appeal

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# _____

**1065 Ridgewood Avenue, Holly Hill, FL 32117**

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Granting the variance gives a more pleasing look and adds value to the property and adjacent properties.

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

V# _____



1065 Ridgewood Avenue, Holly Hill, FL 32117

TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

SIGNATURE OF OWNER/AUTHORIZED APPLICANT

12-5-22
DATE

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

Existing structure is not symmetrical
and lacks full use in current condition

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

I have no idea what this
question even means

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL. 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3477740
BARBECHO CARLOS

Parcel ID: 533739070410
817 MAGNOLIA AVE, HOLLY HILL, FL

Parcel Summary

Alternate Key:	3477740
Parcel ID:	533739070410
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	39 - 07 - 0410
Owner(s):	BARBECHO CARLOS - FS - Fee Simple - 100%
Mailing Address On File:	1262 15TH ST HOLLY HILL FL 32117
Physical Address:	817 MAGNOLIA AVE, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2118
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)

Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email n including your e-mail address and any attachments and information we receive online might be made available to any person or media making a public records request. E-mail sent on the City system will be considered a public record and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If an individual whose identifying information is exempt under 119.071, Florida Statutes, please so email or other communication. If you have any questions about the Florida public records law 119 Florida Statutes.

HOLLY HILL RECEIVED
JUN 29 2023
COMM. DEV. DEPT.

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, CARLOS BARBECHO, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number or Address) 533739070410 817 Magnolia Ave hereby affirm that Cecil Moore is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

☐ Arbor Permit ☐ Special Exception ☒ Variance ☐ Development Plan
☐ Special Event Permit ☐ Vacate ☐ Sign ☐ Other _____

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachment and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable

6/28/2023
Date

Owner's Signature

Owner's Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared CARLOS BARBECHO, who is personally known to me or who has produced a PASSPORT a identification and who executed the foregoing instrument and sworn an oath on this 28 day of JUNE, 2023.

NOTARY PUBLIC



Jon-Zachary Burt
Comm.: HH 236573
Expires: March 6, 2026
Notary Public - State of Florida

Attachment: Application (4336 : 817 Magnolia Avenue - Side Setback Variance Request)



Brian Walker <bwalker@hollyhillfl.org>

817 Magnolia Ave

1 message

Rickie Lee <rlee@hollyhillfl.org>
To: Brian Walker <bwalker@hollyhillfl.org>

Thu, Oct 26, 2023 at 4:17 PM

Brian

In my opinion it will not be difficult or a hardship with the house being an off-grade pier construction and flat roof to keep the proposed addition within the setback of the lot.

--

Rickie Lee, Chief Building Official, CBO

City of Holly Hill

1065 Ridgewood Ave.

Holly Hill, FL. 32117

(386)248-9443

(386)248-9448 fax

rlee@hollyhillfl.org

www.hollyhillfl.org



Attachment: CBO Opinion (4336 : 817 Magnolia Avenue - Side Setback Variance Request)