

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 8, 2015

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PRESENTATION

- 1. US1 Landscaping Project
(Requested by Mark Juliano, Public Works)

3. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

4. APPROVAL OF MINUTES

- 1. Minutes - Special Election - November 3, 2015 - Canvassing Board
(Requested by Valerie Manning, City Clerk)
- 2. Minutes - November 10, 2015 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 9)

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. 357 Sunset Utility Easement Acceptance of a 15-Foot Utility Easement at 357 Sunset Drive.
(Requested by Thomas Harowski, Planning)
- 2. Resolution Railroad Agreement - Grade Crossing Traffic Control Devices for 6Th Street
(Requested by Joseph Forte, City Manager)
- 3. Disaster Recovery Services Contract Renewal - Debris Removal, Reduction and Disposal
(Requested by Mark Juliano, Public Works)
- 4. Disaster Recovery Services Contract Renewal - Debris Removal, Reduction and Disposal, Crowder Gulf.
(Requested by Mark Juliano, Public Works)

5. Joint Participation Agreement Between FDOT and the City of Holly Hill
(Requested by Mark Juliano, Public Works)
6. Agent of Record Insurance Services
(Requested by Kurt Swartzlander, Finance)
7. Resolution Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114 First Street
(Requested by Joseph Forte, City Manager)
8. Resolution Limiting the Jurisdiction of the VGMC
(Requested by Joseph Forte, City Manager)
9. Florida State Legislature - Utility Relocation Costs
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE

7. 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. Resolution CRA Master Plan Update Financial Incentives
(Requested by Joseph Forte, City Manager)

8. COMMUNICATIONS

a. City Manager & Staff Comments

1. Public Works Complex Main Switchgear Replacement
(Requested by Mark Juliano, Public Works)
2. Lift Station #17 Rehabilitation
(Requested by Mark Juliano, Public Works)

- b. City Attorney Comments
- c. Mayor's Comments
- d. City Commissioners Comments

9. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1239)**

Meeting: 12/08/15 07:00 PM

Department: Public Works

Category: Discussion

Prepared By: Beth Wrenn

Initiator: Mark Juliano

Sponsors:

DOC ID: 1239

US1 Landscaping Project

Discussion regarding grant application to the Florida Department of Transportation (FDOT) for a bold landscaping grant for US1 within the City limits of Holly Hill. The City is requesting a grant up to \$1,000,000.00 to totally relandscape US1. This project will require the removal of all existing landscaping and replaced with bold landscaping approved by FDOT

LANDSCAPE GRANT APPLICATION - STATE FUNDED

Florida Department of Transportation - District 5
719 South Woodland Boulevard
Deland, Florida 32720

Your FDOT Contact Person: Steve Smith (*Production Management Office*)
Telephone Number: (386) 943 - 5451
E-mail Address: steve.smith@dot.state.fl.us

Sponsor: The City of Holly Hill
Mailing Address: 1065 Ridgewood Avenue
Holly Hill, Florida 32117
Contact Person: Mark T. Juliano
Telephone Number: (386) 248-9463
E-mail Address: mjuliano@hollyhillfl.org

LANDSCAPE PROJECT INFORMATION

Name of Project: US1 Landscaping Project
State Highway No. and Local Name: US1/Ridgewood Avenue
Specific Project Limits: From: Mason Avenue
To: Calle Grande Street
****Please attach a Location Map showing the project limits along the corridor with this application.**
Brief Project Description: Remove existing landscaping and install bold landscaping and sod in medians along US1. An irrigation system infrastructure is already established in the proposed area of the project.
****Please attach an aerial Landscape Concept Plan showing proposed planting materials and locations.**
Funding Amount Requested: \$1,000,000
Approximate date when funding is to be available: 7/1/16
Other funding source(s): (*Note these items must be paid from other sources*)

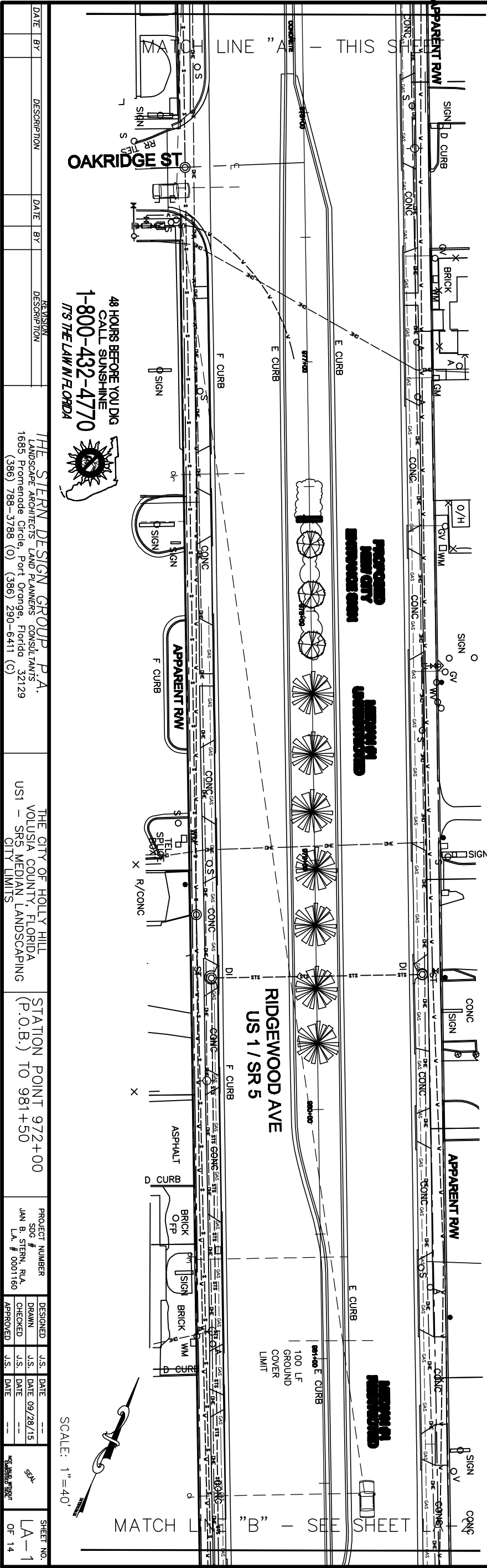
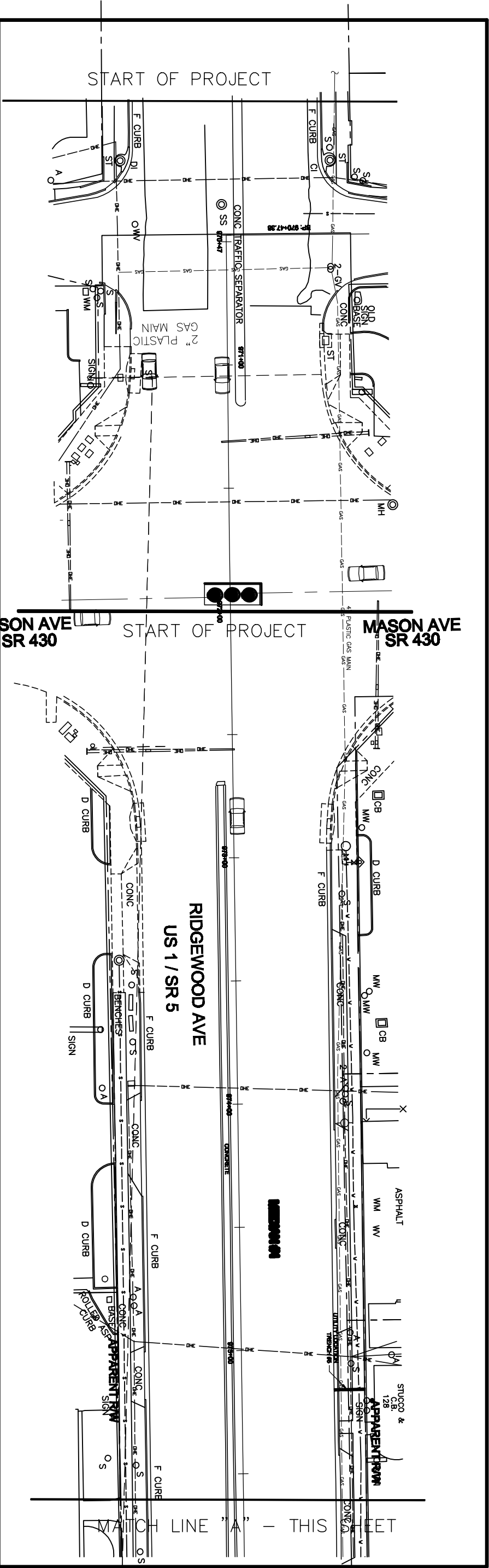
Type:	Source:	Amount:
Design	City of Holly Hill	TBD
Maintenance	City of Holly Hill	TBD
Other	City of Holly Hill (sod)	TBD

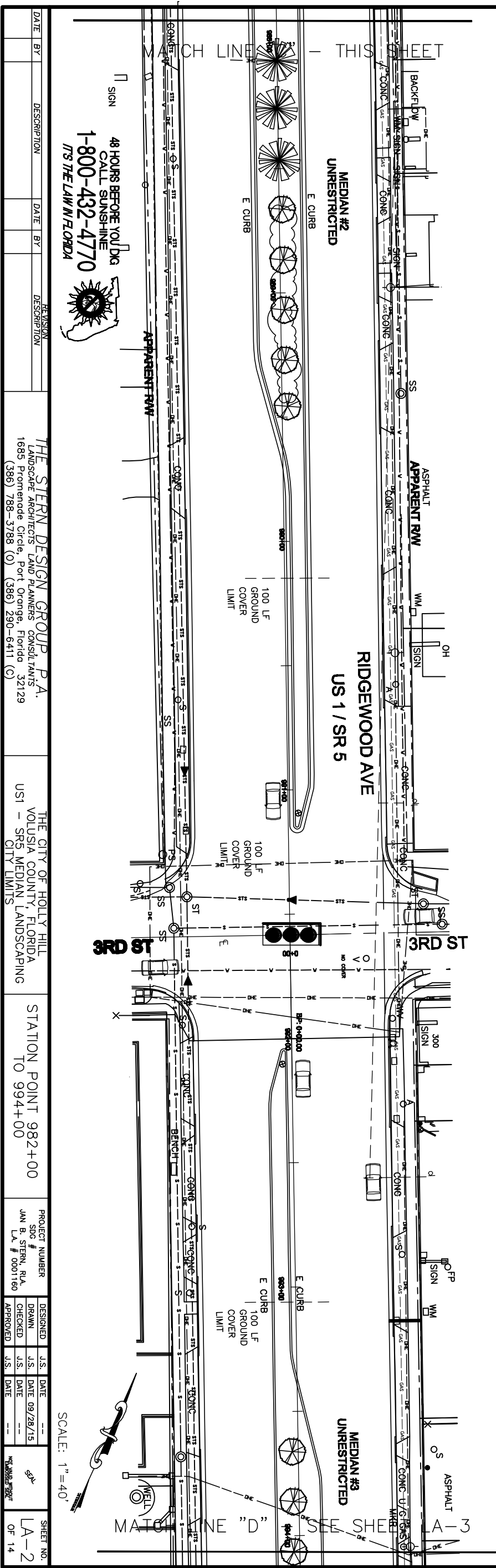
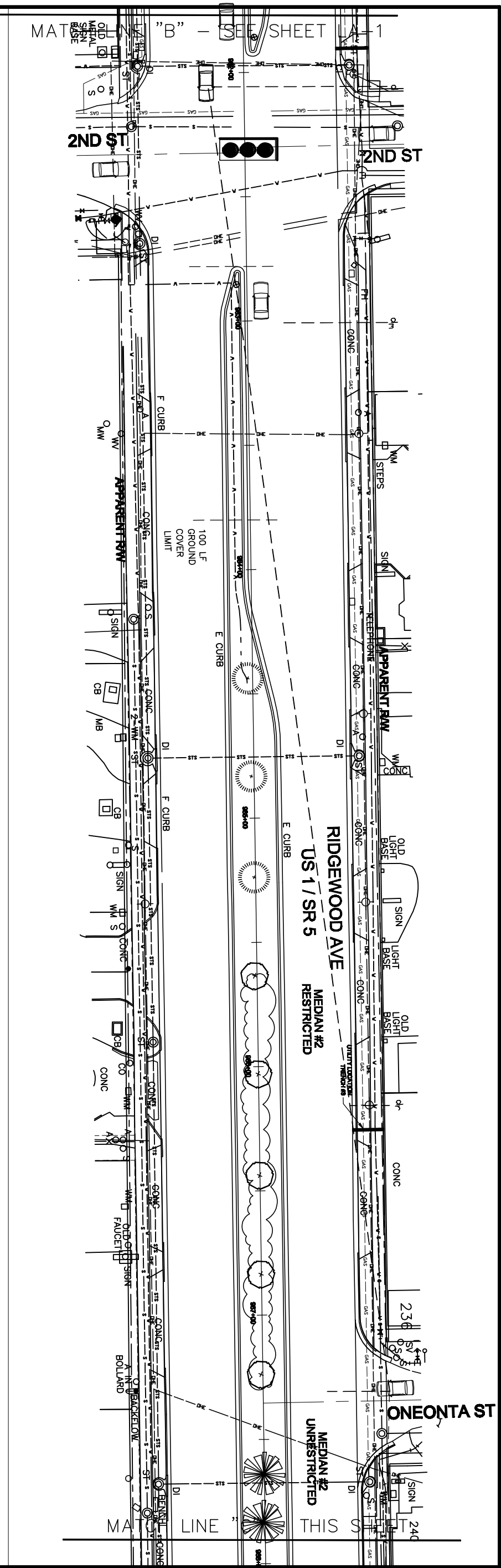
Is this a stand alone project? Yes ☒ No ☐
Will the design implement concepts consistent with the FDOT "Bold Landscape" Initiative?
(See program information sheet for more details) Yes ☒ No ☐

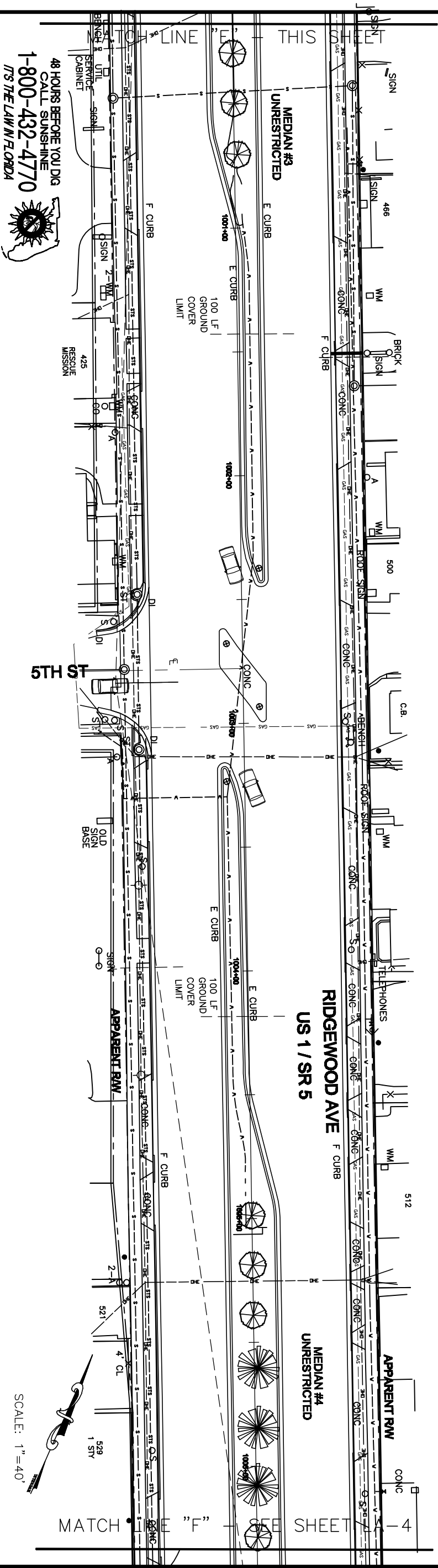
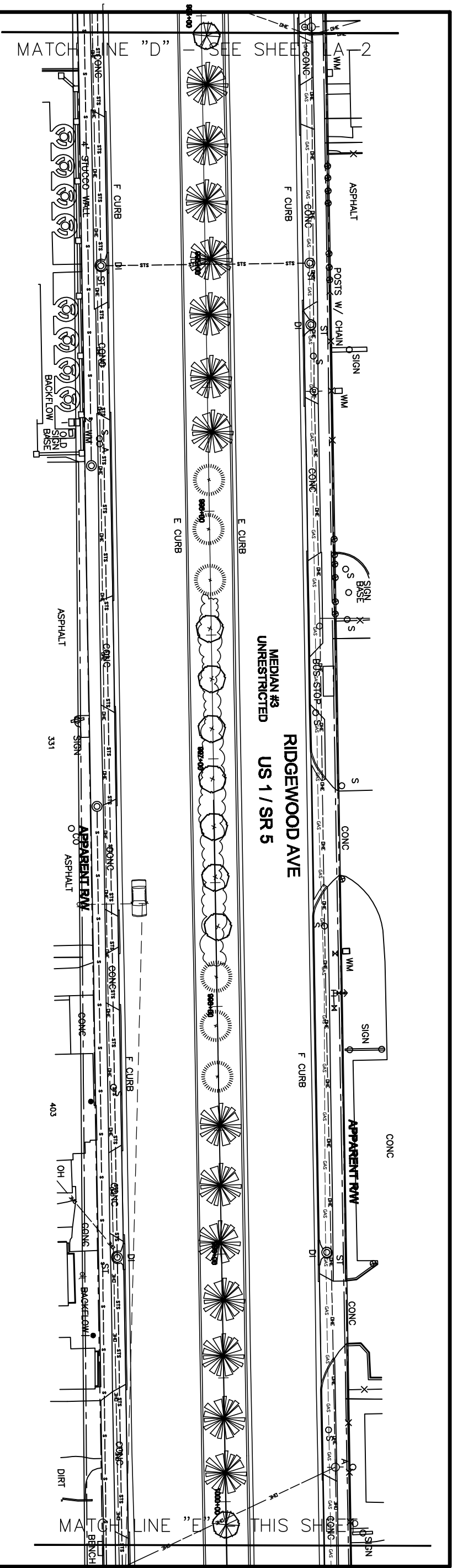
Joint Participation Agreement (JPA) will be required

Revised 09/10/13

Attachment: US1 Landscaping Grant Application (1239 : US1 Landscaping Project)



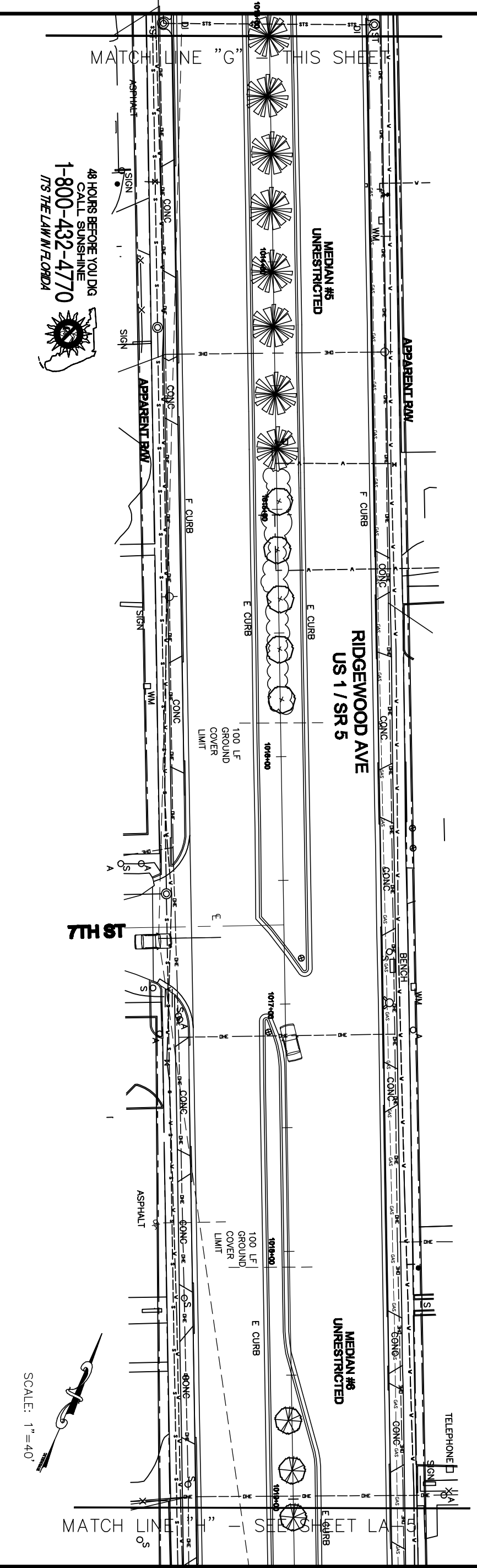
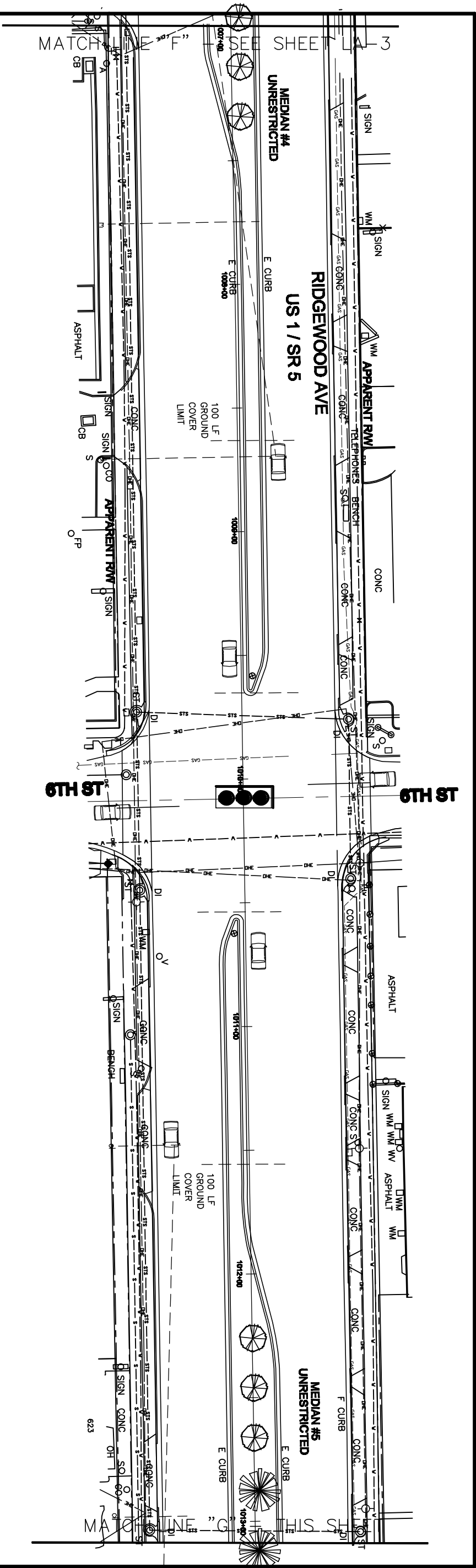




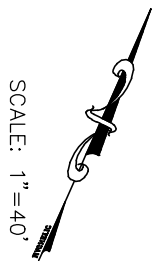
48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	THE STERN DESIGN GROUP P.A. LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS 1685 Promenade Circle, Port Orange, Florida 32129 (386) 788-3788 (O) (386) 290-6411 (C)	THE CITY OF HOLLY HILL VOLusia COUNTY, FLORIDA US1 - SR5 MEDIAN LANDSCAPING CITY LIMITS	STATION POINT 994+00 TO 1006+00	PROJECT NUMBER SDG # JAN B. STERN, R.L.A. L.A. # 0001160	DESIGNED J.S. DATE J.S. DATE 09/28/15	CHECKED J.S. DATE J.S. DATE	APPROVED J.S. DATE	SHEET NO. LA-3 OF 14
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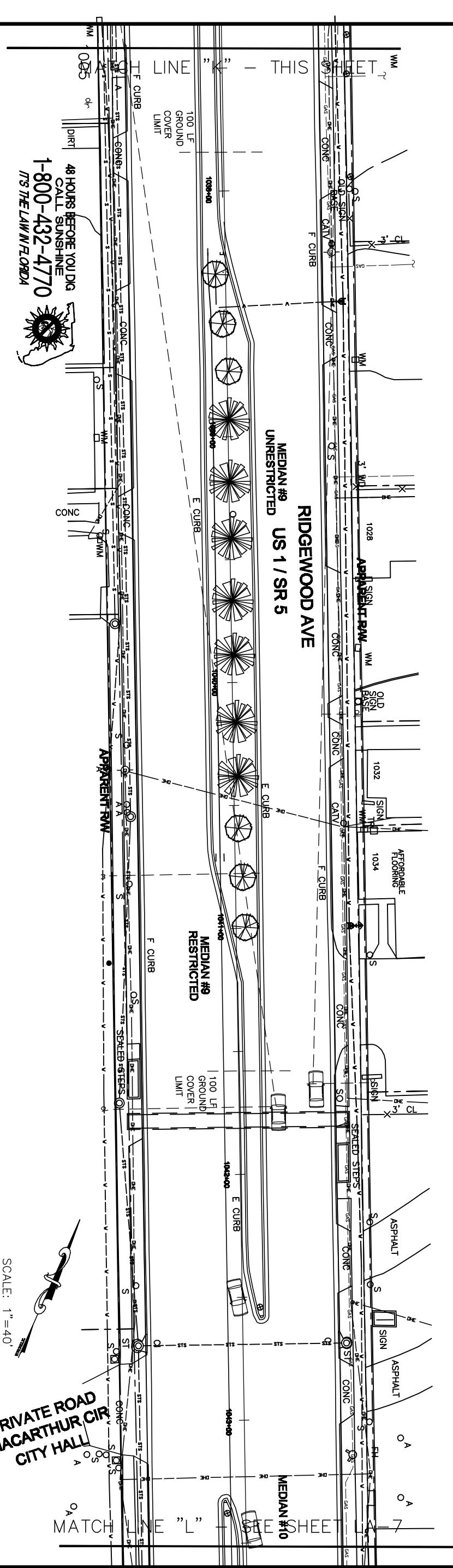


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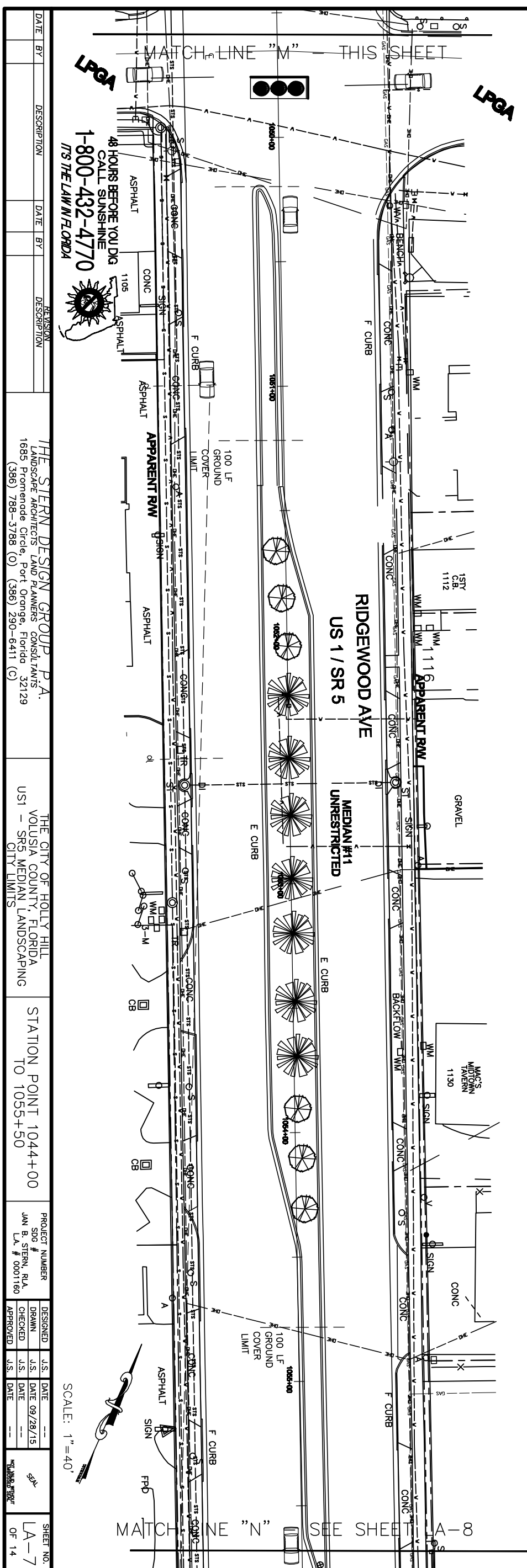
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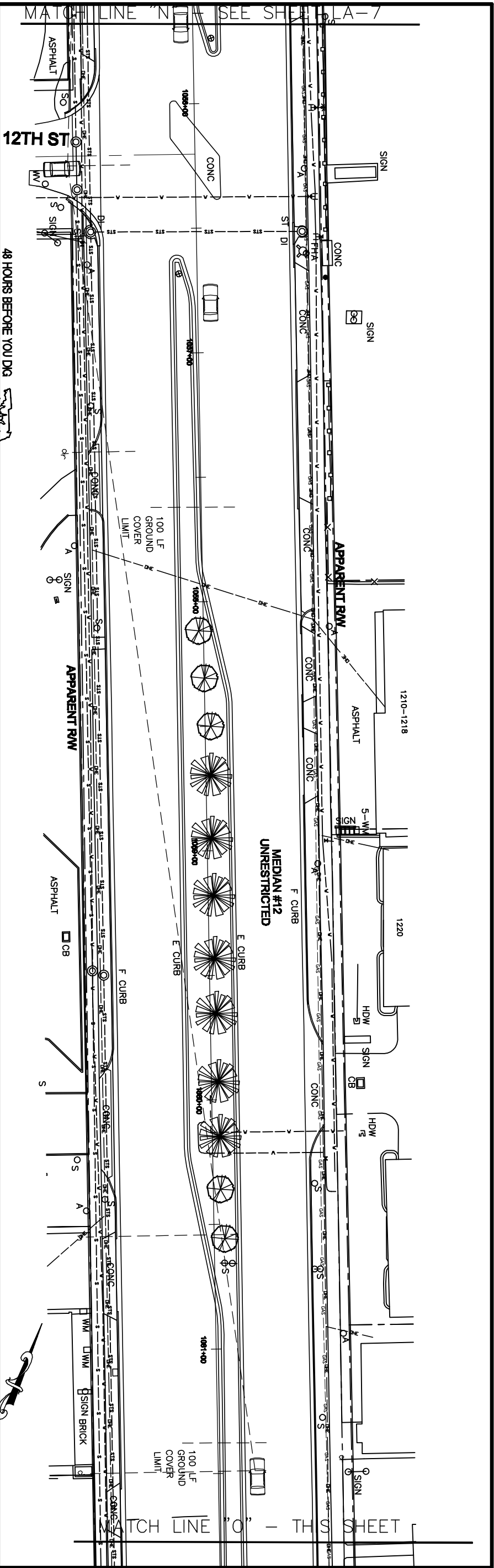
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DATE	BY	DATE	BY
THE STERN DESIGN GROUP P.A.			
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS			
1685 Promenade Circle, Port Orange, Florida 32129			
(386) 788-3788 (O) (386) 290-6411 (C)			
THE CITY OF HOLLY HILL		STATION POINT 1007+00	
VOLUSIA COUNTY, FLORIDA		TO 1019+00	
US1 - SR5 MEDIAN LANDSCAPING		PROJECT NUMBER	
CITY LIMITS		SDG # JAN B. STERN, P.L.A.	
		L.A. # 0001760	
		DESIGNED J.S. DATE --	
		DRAWN J.S. DATE 09/28/15	
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		APPROVED J.S. DATE --	
		SHEET NO. LA-4 OF 14	



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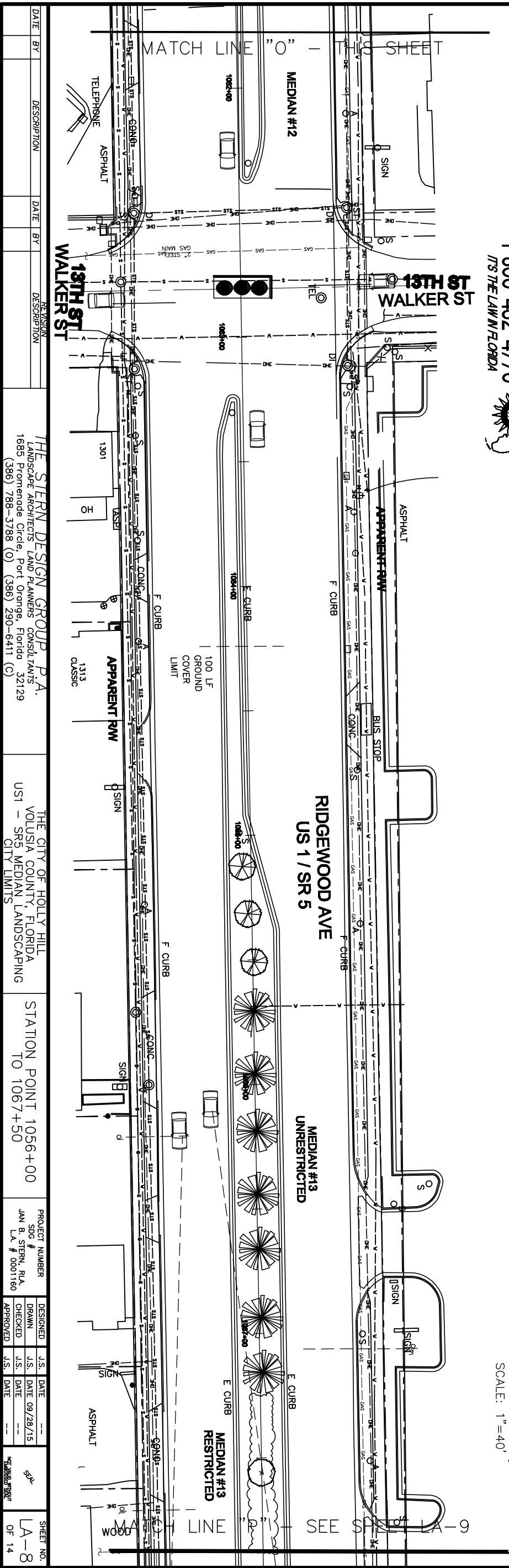
PRIVATE ROAD
MACARTHUR CIR
CITY HALL



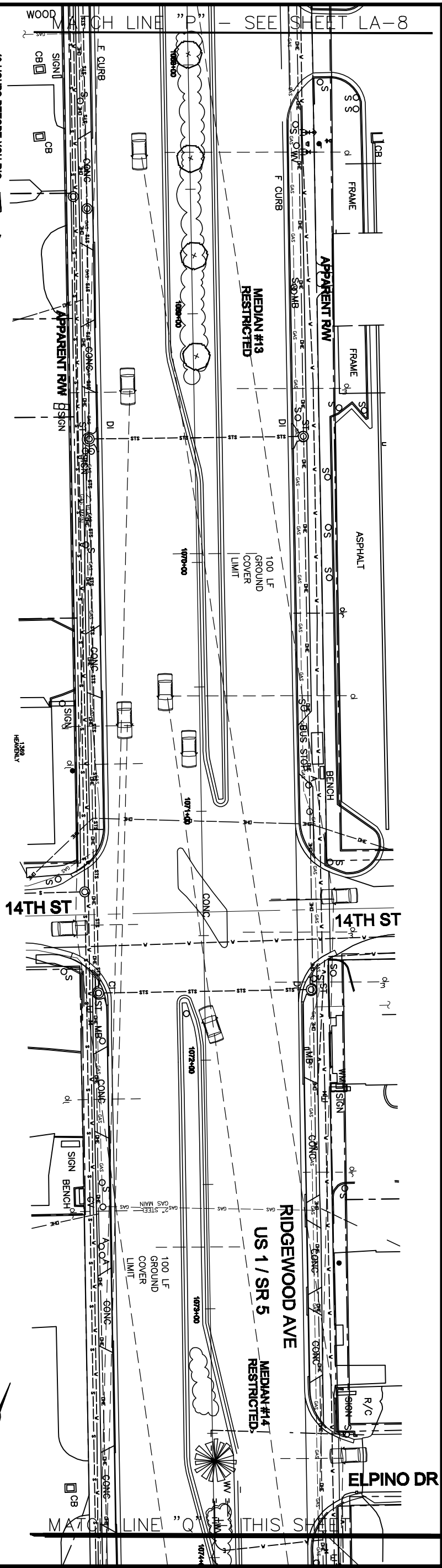


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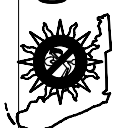
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LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS			
1665 Promenade Circle, Port Orange, Florida 32129			
(386) 788-3788 (O) (386) 290-6411 (C)			
THE CITY OF HOLLY HILL		STATION POINT 1056+00	
VOLUSIA COUNTY, FLORIDA		TO 1067+50	
US1 - SR5 MEDIAN LANDSCAPING		PROJECT NUMBER	
CITY LIMITS		SDG #	
		JAN B. STERN, P.L.A.	
		L.A. # 0001160	
		DESIGNED	
		J.S. DATE	
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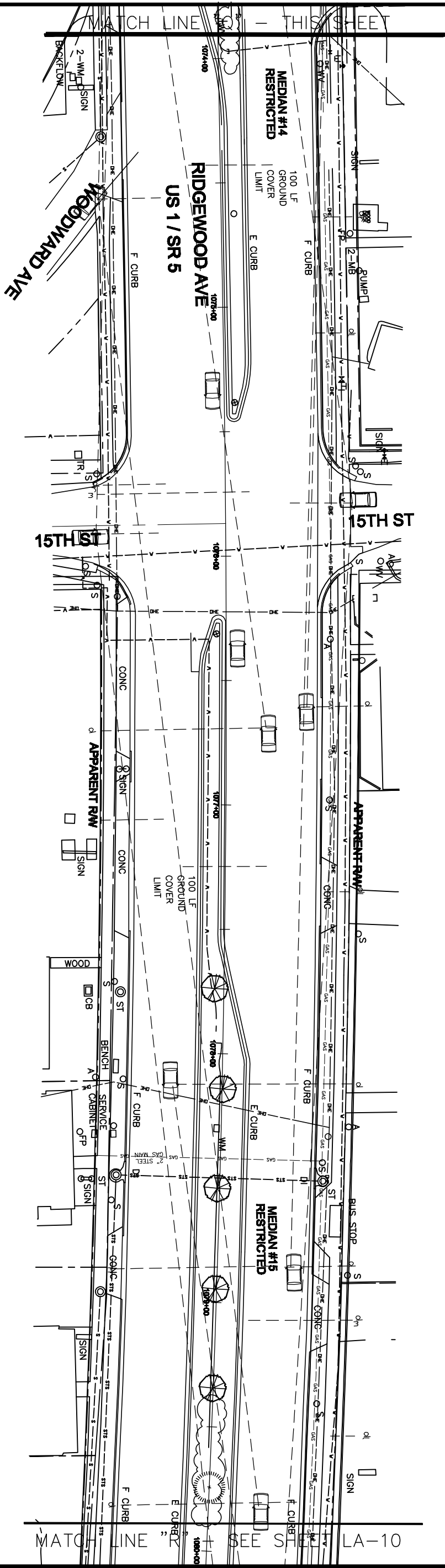
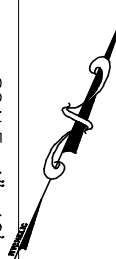


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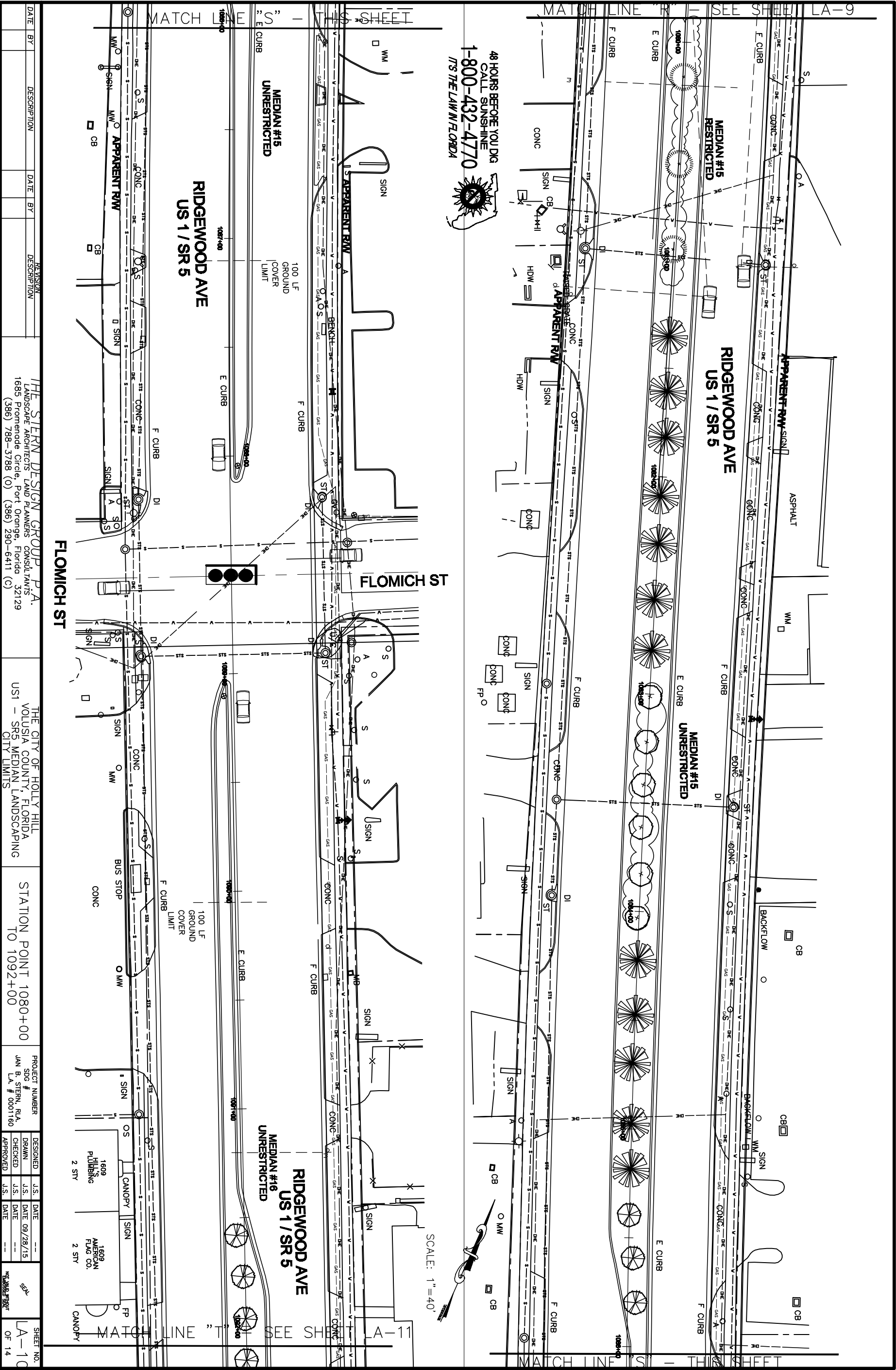


IT'S THE LAW IN FLORIDA

SCALE: 1"=40'



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		STATION POINT 1068+00 TO 1079+50		PROJECT NUMBER SDC # JAN B. STERN, RLA, L.A. # 0001160			
		DESIGNED	J.S.	DATE	--		
		DRAWN	J.S.	DATE	09/28/15		
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LA-9 OF 14						SCALE 1" = 40'	



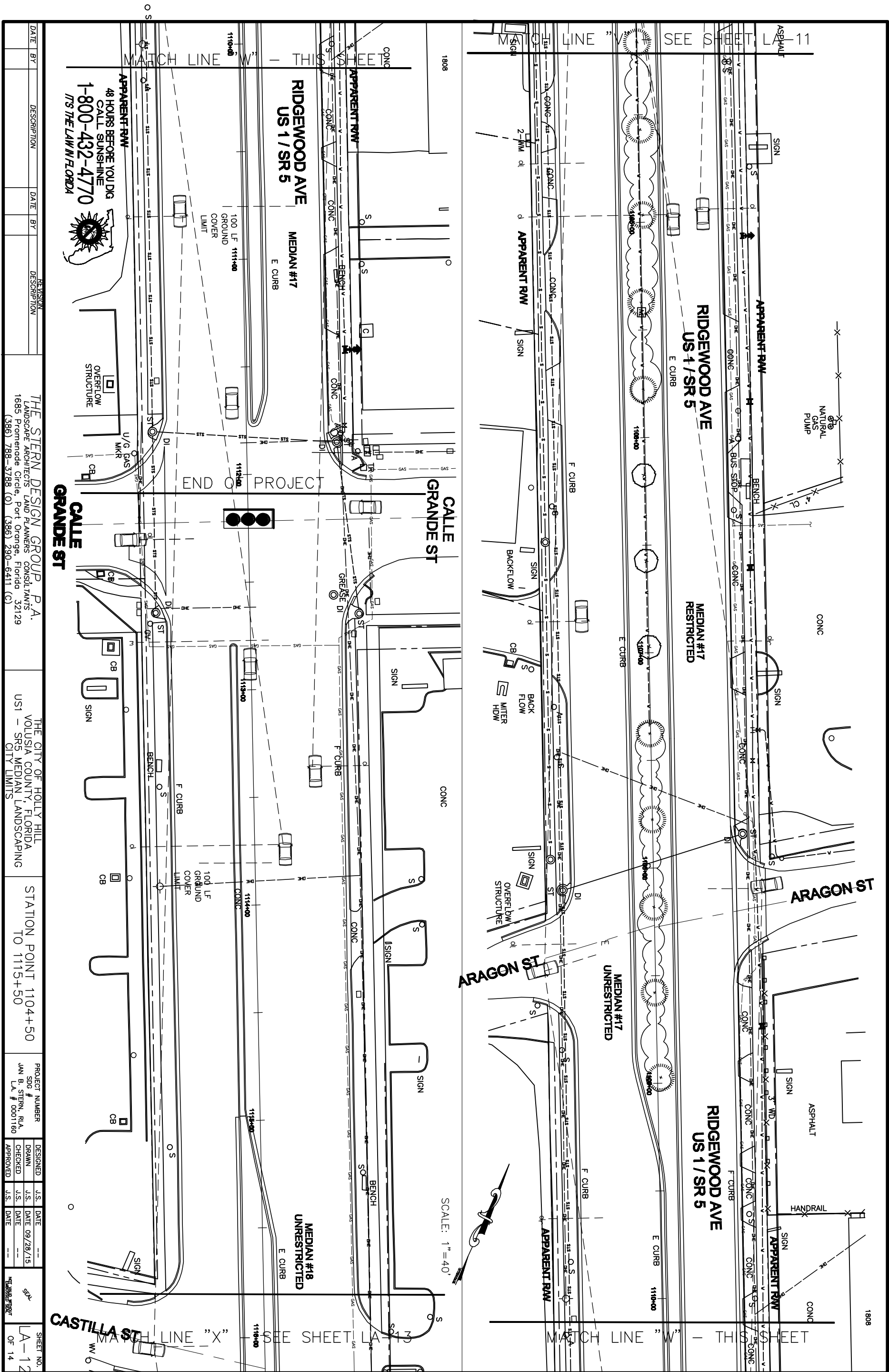


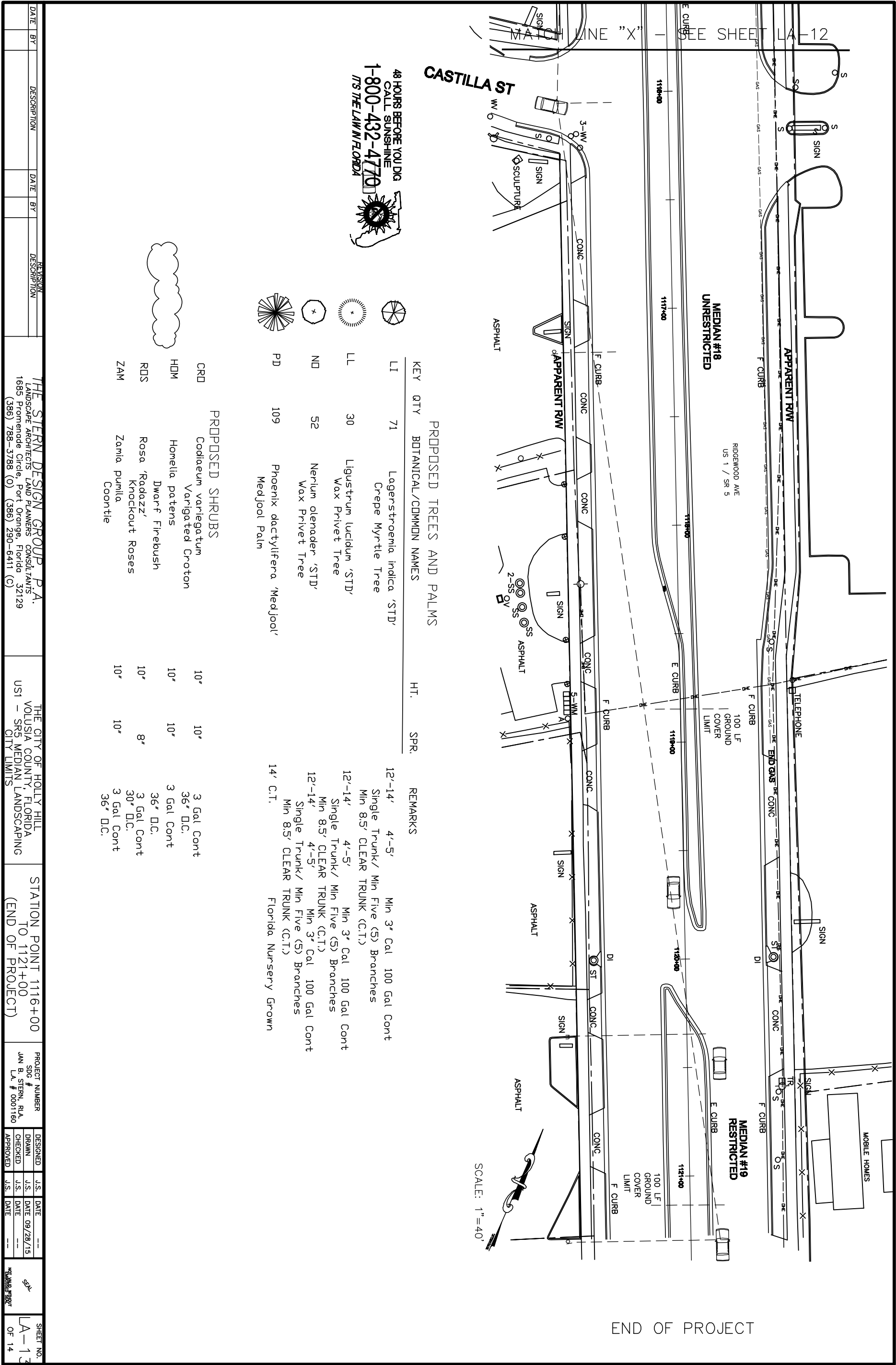
THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

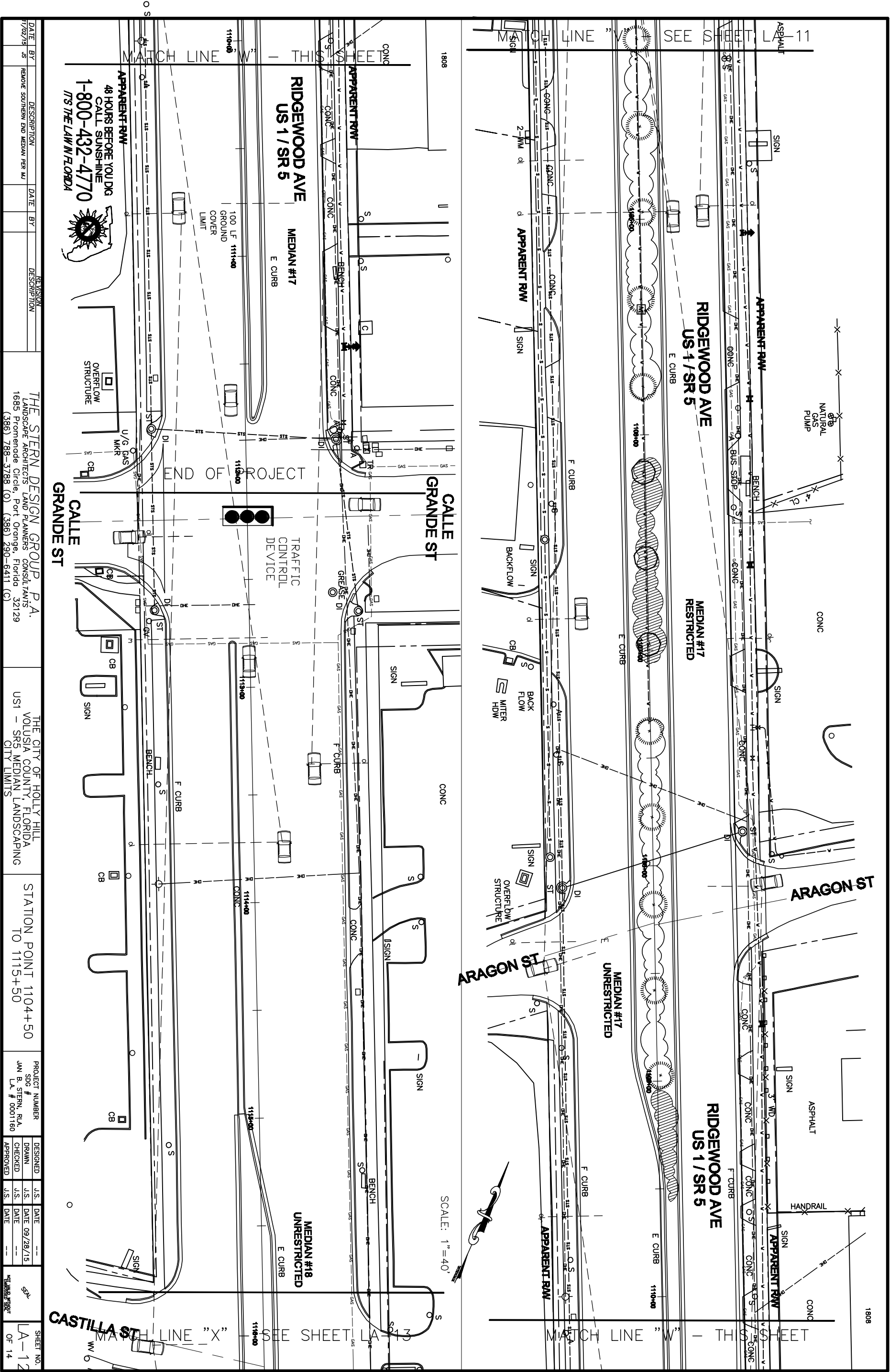
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

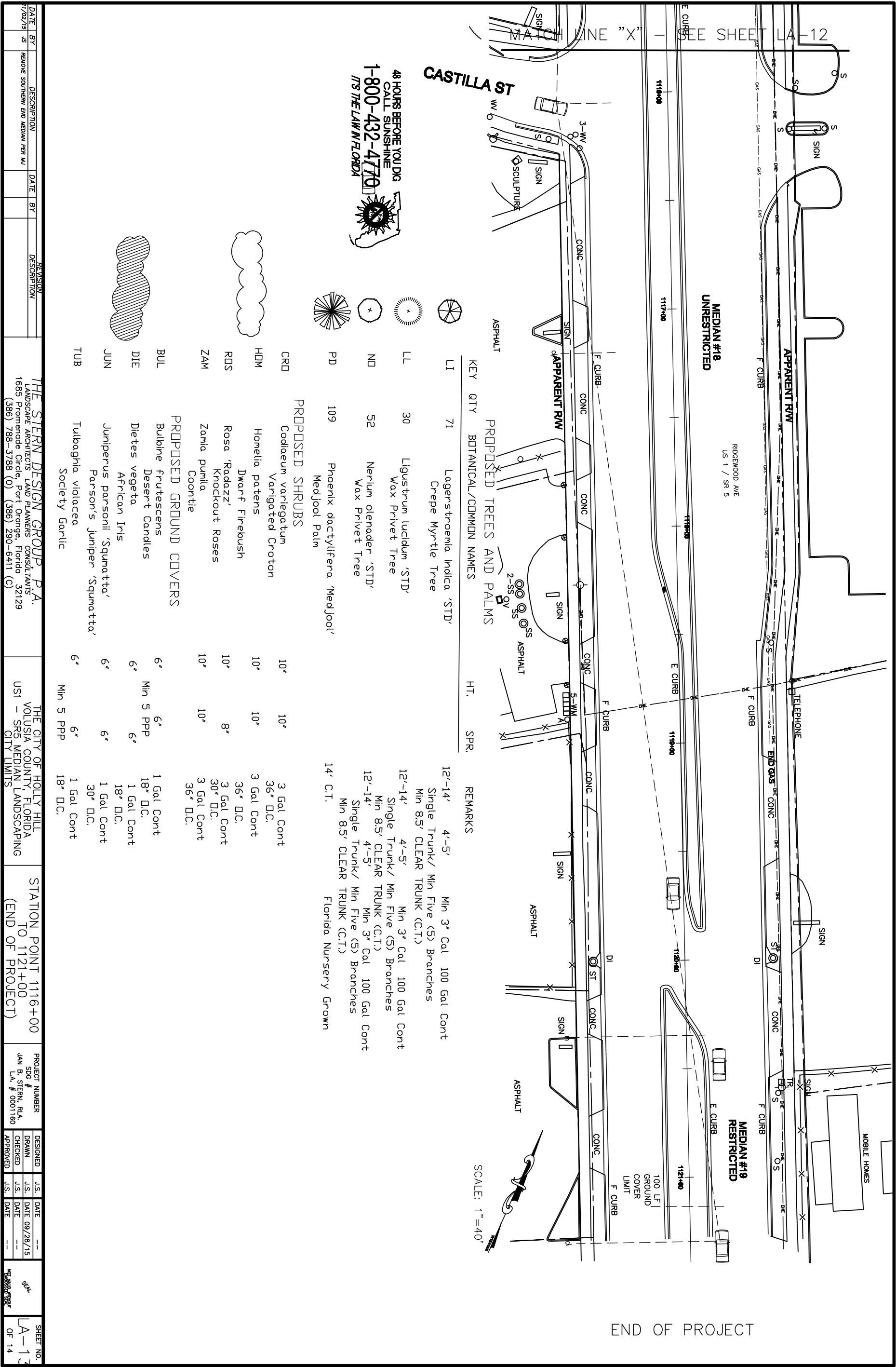
STATION POINT 1092+50
TO 1103+50

PROJECT NUMBER	DESIGNED	J.S.	DATE	---	S&A	SHEET NO.	LA-1	OF 14
SOG #	DRAWN	J.S.	DATE	09/28/15				
JAN B. STERN, R.A.	CHECKED	J.S.	DATE	---				
L.A. # 0001160	APPROVED	J.S.	DATE	---				









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17/02/15		JS		REMOVE SOUTHERN END MEDIAN PER M/L							

THE STERN DESIGN GROUP P.A. LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS 1685 Promenade Circle, Port Orange, Florida 32129 (386) 788-3788 (O) (386) 290-6411 (C)				THE CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA US1 - SR5 MEDIAN LANDSCAPING CITY LIMITS				PROJECT NUMBER SOS # JAN B. STERN, R/LA L.A. # 0001180				DESIGNED J.S. DATE DRAWN J.S. DATE CHECKED J.S. DATE APPROVED J.S. DATE				SHEET NO. LA-12 OF 14			
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Valerie Manning
SUBJECT: Minutes - Special Election - November 3, 2015 - Canvassing Board
NUMBER: (ID # 1227)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the Canvassing Board for the Special Election held on November 3, 2015.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Canvassing Board minutes from November 3, 2015.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - November 3, 2015 - Canvassing Board - Special Election (PDF)
- Election Summary Report - Special Election - November 3, 2015 (PDF)
- Statement of Votes Casts - Official Results - Special Election - November 3, 2015 (PDF)

CANVASSING BOARD
SPECIAL ELECTION
CITY OF HOLLY HILL, FLORIDA
November 3, 2015

1. CALL TO ORDER

Valerie Manning, City Clerk, called the meeting to order at approximately 6:00 p.m. in the Historic Courthouse, 125 W. New York Avenue, DeLand, FL. The following Canvassing Board members were present with Mrs. Manning: Mayor John Penny, Commissioners Arthur J. Byrnes, John F. Capers, Elizabeth Albert and Holly Hill resident, Polly Cappuccio (sitting in for Penny Currie).

2. Adopt Policy for Handling Multiple Ballots in One Envelope

*Unanimous to **ACCEPT BALLOTS** – if the number of voter signatures on certificate envelope matches number of ballots enclosed.*

PASSED by consensus, 5-0.

3. Review Absentee Ballot Report Form

The Board reviewed the report of the number of absentee ballots returned. There had been 1196 absentee ballots issued and 430 returned. There was six that the Elections Department staff recommended to the Board to reject because three had no voter signatures and two envelopes had different signatures and one ballot was turned in for a different election.

4. Review and Accept or Reject Questionable Ballots

By law, both the voter and a witness must sign the back of the envelope. At this time there was three ballots that were questionable and two that had different voter's signatures.

*Unanimous to **REJECT SIX ABSENTEE BALLOTS** as described above.*

PASSED by consensus, 5-0.

5. Review Ballots Recommended for Acceptance and Approve Opening

The Board reviewed the remaining 424 ballots and determined that they all met the legal criteria.

*Unanimous to **APPROVE** the 424 ballots for opening and acceptance.*

PASSED by consensus, 5-0.

6. Remove Ballots from Envelopes and Identify those Requiring Duplication

The Board verified there were 424 ballot envelopes that needed to be opened. The Board began processing them. The process was to take each envelope, remove the secrecy sleeve and set the envelopes in one pile and the secrecy sleeves in another. Count the number of ballots and make sure that they compared to the total that was scanned, totaling 424. The envelopes were collected and turned over to Elections staff. The Board members then removed the ballots from each secrecy sleeve, checking to see if there was more than one ballot in any one sleeve (there was not) and place them face down on the table. There was one ballot that did not go through the Accu-Vote and the Board had to duplicate that ballot for processing.

7. Witness Logic & Accuracy Test on Accu-Vote Equipment

All Board members and the City Clerk observed the Logic and Accuracy test, which was conducted by County Elections Department staff. Each Board member signed and verified that the L & A Testing was completed satisfactorily.

8. Tabulate Accepted Absentee Ballots

The Board members, accompanied by Elections Department staff, tabulated 424 ballots for acceptance for the Accu-Vote.

9. Duplicate Damaged or Defective Ballots and Process Duplicate Ballots into Accu-Vote

There were one ballot that was marked outside the oval and did not get accepted by the Accu-Vote. This ballot had to be duplicated by the Board and processed through the Accu-Vote to be counted.

10. Process Additional Ballots As Needed

No additional ballots were received.

11. After 7:00 p.m., and after it has been determined that all acceptable ballots received by 7:00 p.m. have been processed, have attendant feed the Ender Card into the Accu-Vote

This task was completed.

12. Review Provisional Ballots – Accept or Reject

A person casting a provisional ballot shall have the right to present written evidence supporting his or her eligibility to vote to the supervisor of elections by no later than 5:00 PM on the second day following the election. (F.S. 101.048)

There were no provisional ballots to accept or reject.

13. Witness Logic & Accuracy Test

This task was completed.

14. Election Summary Report - Official Results

The Board issued the following official results:

Holly Hill Charter Amendment 1	
Yes	543 72.21%
No	209 27.79%
Holly Hill Charter Amendment 2	
Yes	220 29.93%
No	515 70.07%
Holly Hill Charter Amendment 3	
Yes	429 57.89%
No	312 42.11%
Holly Hill Charter Amendment 4	
Yes	640 84.77%
No	115 15.23%
Holly Hill Charter Amendment 5	
Yes	369 49.13%
No	382 50.87%
Holly Hill Charter Amendment 6	
Yes	246 32.76%
No	505 67.24%
Holly Hill Charter Amendment 7	
Yes	403 55.59%
No	322 44.41%
Holly Hill Charter Amendment 8	
Yes	436 58.52%
No	309 41.48%

15. Determine if an automatic recount is needed. Announce when recount will be held.

If the unofficial returns reflect that a candidate for any office was defeated or eliminated by $\frac{1}{2}\%$ or less of the votes cast, the board responsible for certifying the results of the vote shall order a recount of the votes cast. A recount need not be ordered if the candidate defeated requests in writing that a recount not be made.

If the results of an automatic recount indicate that a candidate for office was defeated or eliminated by $\frac{1}{4}\%$ of less of the votes cast, the board responsible for certifying the results shall order a manual recount of the overvotes and undervotes cast. A manual recount may not be ordered if the number of overvotes, undervotes, and provisional ballots is fewer than the number of votes needed to change the outcome of the election. (F.S. 102.166)

The Board determined that a recount was not needed.

16. Presentation / Approval of Conduct of Election Report

This task was completed.

17. Announce and Certify Final Results

City Clerk must send official results and Conduct of Election form to the Division of Elections in time for them to receive the forms by 5:00 p.m. on the 7th day following a primary election and by NOON on the 12th day following the general election. (F.S. 102.112).

This task has been completed on November 4, 2015.

18. Perform Required Audit & Select Random Precinct for Audit

This task was completed.

19. Adjournment

The Canvassing Board adjourned at approximately 8:50 PM.

Valerie Manning
City Clerk

Election Summary Report - Official Results
City of Holly Hill Special Election
November 3, 2015
Volusia County, Florida

Date:11/03/15

Time:19:50:26

Page:1 of 1

Registered Voters 7008 - Cards Cast 759 10.83%

City of Holly Hill - Charter Amendment			
1	Total		
Times Counted	759/7008	10.8 %	
Total Votes	752		
Times Blank Voted	7		
Times Over Voted	0		
Number Of Under Votes	0		
YES	543	72.21%	
NO	209	27.79%	

City of Holly Hill - Charter Amendment			
6	Total		
Times Counted	759/7008	10.8 %	
Total Votes	751		
Times Blank Voted	8		
Times Over Voted	0		
Number Of Under Votes	0		
YES	246	32.76%	
NO	505	67.24%	

City of Holly Hill - Charter Amendment			
2	Total		
Times Counted	759/7008	10.8 %	
Total Votes	735		
Times Blank Voted	23		
Times Over Voted	1		
Number Of Under Votes	0		
YES	220	29.93%	
NO	515	70.07%	

City of Holly Hill - Charter Amendment			
7	Total		
Times Counted	759/7008	10.8 %	
Total Votes	725		
Times Blank Voted	32		
Times Over Voted	2		
Number Of Under Votes	0		
YES	403	55.59%	
NO	322	44.41%	

City of Holly Hill - Charter Amendment			
3	Total		
Times Counted	759/7008	10.8 %	
Total Votes	741		
Times Blank Voted	18		
Times Over Voted	0		
Number Of Under Votes	0		
YES	429	57.89%	
NO	312	42.11%	

City of Holly Hill - Charter Amendment			
8	Total		
Times Counted	759/7008	10.8 %	
Total Votes	745		
Times Blank Voted	13		
Times Over Voted	1		
Number Of Under Votes	0		
YES	436	58.52%	
NO	309	41.48%	

City of Holly Hill - Charter Amendment			
4	Total		
Times Counted	759/7008	10.8 %	
Total Votes	755		
Times Blank Voted	4		
Times Over Voted	0		
Number Of Under Votes	0		
YES	640	84.77%	
NO	115	15.23%	

City of Holly Hill - Charter Amendment			
5	Total		
Times Counted	759/7008	10.8 %	
Total Votes	751		
Times Blank Voted	8		
Times Over Voted	0		
Number Of Under Votes	0		
YES	369	49.13%	
NO	382	50.87%	

Attachment: Election Summary Report - Special Election - November 3, 2015 (1227 : Minutes - Special Election)

Statement of Votes Cast - Official Results
City of Holly Hill Special Election
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City of Holly Hill - Charter Amendment 1										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	87	0	0	0	61	70.11%	26	29.89%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	85	0	0	0	70	82.35%	15	17.65%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	172	0	0	0	131	76.16%	41	23.84%	
527										
Polling OS	76	75	1	0	0	45	60.00%	30	40.00%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	136	2	0	0	114	83.82%	22	16.18%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	211	3	0	0	159	75.36%	52	24.64%	
528										
Polling OS	83	82	1	0	0	44	53.66%	38	46.34%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	99	1	0	0	78	78.79%	21	21.21%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	181	2	0	0	122	67.40%	59	32.60%	
529										
Polling OS	89	89	0	0	0	47	52.81%	42	47.19%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	99	2	0	0	84	84.85%	15	15.15%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	188	2	0	0	131	69.68%	57	30.32%	
Total										
Polling OS	335	333	2	0	0	197	59.16%	136	40.84%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	419	5	0	0	346	82.58%	73	17.42%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	752	7	0	0	543	72.21%	209	27.79%	

Attachment: Statement of Votes Casts - Official Results - Special Election - November 3, 2015 (1227 : Minutes - Special Election)

Statement of Votes Cast - Official Results
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City of Holly Hill - Charter Amendment 2										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	85	2	0	0	44	51.76%	41	48.24%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	74	10	1	0	21	28.38%	53	71.62%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	159	12	1	0	65	40.88%	94	59.12%	
527										
Polling OS	76	75	1	0	0	24	32.00%	51	68.00%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	135	3	0	0	35	25.93%	100	74.07%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	210	4	0	0	59	28.10%	151	71.90%	
528										
Polling OS	83	82	1	0	0	26	31.71%	56	68.29%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	97	3	0	0	22	22.68%	75	77.32%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	179	4	0	0	48	26.82%	131	73.18%	
529										
Polling OS	89	89	0	0	0	18	20.22%	71	79.78%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	98	3	0	0	30	30.61%	68	69.39%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	187	3	0	0	48	25.67%	139	74.33%	
Total										
Polling OS	335	331	4	0	0	112	33.84%	219	66.16%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	404	19	1	0	108	26.73%	296	73.27%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	735	23	1	0	220	29.93%	515	70.07%	

Attachment: Statement of Votes Casts - Official Results - November 3, 2015 (1227 : Minutes - Special Election)

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City of Holly Hill - Charter Amendment 3										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	87	0	0	0	56	64.37%	31	35.63%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	83	2	0	0	54	65.06%	29	34.94%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	170	2	0	0	110	64.71%	60	35.29%	
527										
Polling OS	76	73	3	0	0	30	41.10%	43	58.90%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	133	5	0	0	82	61.65%	51	38.35%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	206	8	0	0	112	54.37%	94	45.63%	
528										
Polling OS	83	82	1	0	0	38	46.34%	44	53.66%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	97	3	0	0	64	65.98%	33	34.02%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	179	4	0	0	102	56.98%	77	43.02%	
529										
Polling OS	89	89	0	0	0	35	39.33%	54	60.67%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	97	4	0	0	70	72.16%	27	27.84%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	186	4	0	0	105	56.45%	81	43.55%	
Total										
Polling OS	335	331	4	0	0	159	48.04%	172	51.96%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	410	14	0	0	270	65.85%	140	34.15%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	741	18	0	0	429	57.89%	312	42.11%	

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City of Holly Hill - Charter Amendment 4										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	87	0	0	0	72	82.76%	15	17.24%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	85	0	0	0	81	95.29%	4	4.71%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	172	0	0	0	153	88.95%	19	11.05%	
527										
Polling OS	76	75	1	0	0	51	68.00%	24	32.00%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	137	1	0	0	122	89.05%	15	10.95%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	212	2	0	0	173	81.60%	39	18.40%	
528										
Polling OS	83	83	0	0	0	65	78.31%	18	21.69%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	99	1	0	0	89	89.90%	10	10.10%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	182	1	0	0	154	84.62%	28	15.38%	
529										
Polling OS	89	89	0	0	0	68	76.40%	21	23.60%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	100	1	0	0	92	92.00%	8	8.00%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	189	1	0	0	160	84.66%	29	15.34%	
Total										
Polling OS	335	334	1	0	0	256	76.65%	78	23.35%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	421	3	0	0	384	91.21%	37	8.79%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	755	4	0	0	640	84.77%	115	15.23%	

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City of Holly Hill - Charter Amendment 5										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	87	0	0	0	55	63.22%	32	36.78%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	85	0	0	0	38	44.71%	47	55.29%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	172	0	0	0	93	54.07%	79	45.93%	
527										
Polling OS	76	74	2	0	0	32	43.24%	42	56.76%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	134	4	0	0	76	56.72%	58	43.28%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	208	6	0	0	108	51.92%	100	48.08%	
528										
Polling OS	83	83	0	0	0	34	40.96%	49	59.04%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	100	0	0	0	49	49.00%	51	51.00%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	183	0	0	0	83	45.36%	100	54.64%	
529										
Polling OS	89	89	0	0	0	30	33.71%	59	66.29%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	99	2	0	0	55	55.56%	44	44.44%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	188	2	0	0	85	45.21%	103	54.79%	
Total										
Polling OS	335	333	2	0	0	151	45.35%	182	54.65%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	418	6	0	0	218	52.15%	200	47.85%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	751	8	0	0	369	49.13%	382	50.87%	

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City of Holly Hill - Charter Amendment 6										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	87	0	0	0	45	51.72%	42	48.28%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	83	2	0	0	22	26.51%	61	73.49%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	170	2	0	0	67	39.41%	103	60.59%	
527										
Polling OS	76	76	0	0	0	21	27.63%	55	72.37%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	137	1	0	0	41	29.93%	96	70.07%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	213	1	0	0	62	29.11%	151	70.89%	
528										
Polling OS	83	83	0	0	0	28	33.73%	55	66.27%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	99	1	0	0	34	34.34%	65	65.66%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	182	1	0	0	62	34.07%	120	65.93%	
529										
Polling OS	89	88	1	0	0	26	29.55%	62	70.45%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	98	3	0	0	29	29.59%	69	70.41%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	186	4	0	0	55	29.57%	131	70.43%	
Total										
Polling OS	335	334	1	0	0	120	35.93%	214	64.07%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	417	7	0	0	126	30.22%	291	69.78%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	751	8	0	0	246	32.76%	505	67.24%	

Attachment: Statement of Votes Casts - Official Results - Special Election - November 3, 2015 (1227 : Minutes - Special Election)

Statement of Votes Cast - Official Results
City of Holly Hill Special Election
November 3, 2015
Volusia County, Florida

Date:11/03/15

Time:20:41:04

Page:7 of 8

City of Holly Hill - Charter Amendment 7										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	84	3	0	0	56	66.67%	28	33.33%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	81	4	0	0	55	67.90%	26	32.10%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	165	7	0	0	111	67.27%	54	32.73%	
527										
Polling OS	76	72	4	0	0	30	41.67%	42	58.33%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	126	12	0	0	78	61.90%	48	38.10%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	198	16	0	0	108	54.55%	90	45.45%	
528										
Polling OS	83	82	1	0	0	36	43.90%	46	56.10%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	97	3	0	0	57	58.76%	40	41.24%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	179	4	0	0	93	51.96%	86	48.04%	
529										
Polling OS	89	89	0	0	0	32	35.96%	57	64.04%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	94	5	2	0	59	62.77%	35	37.23%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	183	5	2	0	91	49.73%	92	50.27%	
Total										
Polling OS	335	327	8	0	0	154	47.09%	173	52.91%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	398	24	2	0	249	62.56%	149	37.44%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	725	32	2	0	403	55.59%	322	44.41%	

Attachment: Statement of Votes Casts - Official Results - November 3, 2015 (1227 : Minutes - Special Election)

Statement of Votes Cast - Official Results
City of Holly Hill Special Election
November 3, 2015
Volusia County, Florida

Date:11/03/15

Time:20:41:04

Page:8 of 8

City of Holly Hill - Charter Amendment 8										
	Times Counted	Total Votes	Times Blank Voted	Times Over Voted	NO. Of Under Votes	YES		NO		
Jurisdiction Wide										
526										
Polling OS	87	86	1	0	0	62	72.09%	24	27.91%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	85	82	3	0	0	58	70.73%	24	29.27%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	172	168	4	0	0	120	71.43%	48	28.57%	
527										
Polling OS	76	75	1	0	0	35	46.67%	40	53.33%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	138	135	3	0	0	89	65.93%	46	34.07%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	214	210	4	0	0	124	59.05%	86	40.95%	
528										
Polling OS	83	82	0	1	0	33	40.24%	49	59.76%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	100	98	2	0	0	56	57.14%	42	42.86%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	183	180	2	1	0	89	49.44%	91	50.56%	
529										
Polling OS	89	89	0	0	0	41	46.07%	48	53.93%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	101	98	3	0	0	62	63.27%	36	36.73%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	190	187	3	0	0	103	55.08%	84	44.92%	
Total										
Polling OS	335	332	2	1	0	171	51.51%	161	48.49%	
Polling AVE	0	0	0	0	0	0	-	0	-	
Early Voting OS	0	0	0	0	0	0	-	0	-	
Early Voting AVE	0	0	0	0	0	0	-	0	-	
Absentee	424	413	11	0	0	265	64.16%	148	35.84%	
Provisional	0	0	0	0	0	0	-	0	-	
Provisional After 7	0	0	0	0	0	0	-	0	-	
Unscanned	0	0	0	0	0	0	-	0	-	
Total	759	745	13	1	0	436	58.52%	309	41.48%	

Attachment: Statement of Votes Casts - Official Results - November 3, 2015 (1227 : Minutes - Special Election)



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Valerie Manning
SUBJECT: Minutes - November 10, 2015 - Regular City Commission & CRA Meeting
NUMBER: (ID # 1229)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the November 10, 2015 Regular City Commission & CRA meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the minutes from November 10, 2015

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION

- Minutes - November 10, 2015 - Regular City Commission & CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED MINUTES • NOVEMBER 10, 2015

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Mayor Penny led the invocation.

C. Pledge of Allegiance to the Flag

Sheriff Forrest Currie and his son, Aston led the Pledge of Allegiance.

2. PRESENTATION

1. -DOC-2015-48

Commercial Solid Waste Audit

(Requested by Kurt Swartzlander, Finance)

Bill Redman, Redman Consulting Group, Inc., gave a brief presentation from his report to the Mayor and City Commissioners. Mr. Redman was asked to perform an audit to insure the City, Waste Management, and the Commercial customers were uniform in the services being provided and the charges associated with those services. The presentation from Mr. Redman this evening are the findings from the completed audit.

RESULT: PRESENTATION

Enacted and approved this 10th day of November, 2015, in Holly Hill



3. RECESS THE CITY COMMISSION MEETING & CONVENE AS THE CRA

4. PUBLIC PARTICIPATION

Mayor Penny opened public participation.

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

Mayor Penny closed public participation.

5. CRA AGENDA ITEMS

1.

Re-Roof the Market Phase I

(Requested by Mark Juliano, Public Works)

Mark Juliano, Public Works Director discussed the staff report as it pertains to the re-roofing phase 1 at The Market for the restaurant.

Mr. Juliano mentioned that it has been determined that the conditions of the roofs on all wings of the Market, located at 101 2nd Street are in considerable disrepair. As such, a timetable of repair has been proposed in three discrete phases. The first of these phases is to repair the roof of the west wing of the Market, which is home to the Chucherias Hondurenas restaurant. The current roof on the west wing has no insulation, which is assumed to elevate the cost of heating and cooling the building. In addition, the shingles of this roof are in significant disrepair.

The specifications for this re-roofing project include adding 6" of insulation to the roof, adding 2 layers of modified bitumen membranes, adding a reflective cap sheet and new asphalt shingles. Mr. Juliano discussed the cost for the re-roofing to be \$150,000 which was allocated towards this project in the 2014-2015 budget. These funds have been carried over into the current fiscal year. On July 16, 2015 a bid opening was held for this project. The low responsive bid for this work was a base bid of \$48,426 offered by R&R Industries. Staff is asking for approval of R&R Industries to repair the roof on the west wing of The Market as discussed.

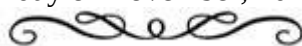
Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners: Arthur Morris, 397 Silver Beach Drive, Holly Hill.

Mayor Penny closed public participation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



2.

US1 Trash Receptacles

(Requested by Kurt Swartzlander, Finance)

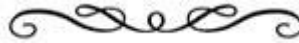
Mr. Forte discussed the staff report and showed the Mayor and Commissioners what the trash receptacles would look like. In an effort to add to the beautification of the US1 corridor and to encourage an environment of public-private partnership, the purchasing of (10) decorated trash receptacles with matching poles is proposed.

This program is anticipated to be similar to that of the Adopt-a-Highway program. The receptacles will be placed near bus stops along US1, with businesses encouraged to adopt and maintain the receptacle and area. Participating businesses will benefit from this program as signs will be placed near the receptacles stating that the area is being maintained by the participating businesses. Business owners will be responsible for the installation, location, and maintenance of the receptacles.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill

3. Resolution

1225 : CRA Master Plan Update - Financial Incentives

(Requested by Joseph Forte, City Manager)

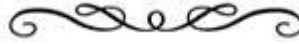
Mr. Forte discussed the staff report with the Mayor and City Commissioners for the CRA Master Plan Update. Mr. Forte stated the CRA Master Plan is in need of updating the Financial Incentives Section of the plan. In the backup material, there is a recommendation to provide for grants as well as public/private partnerships to assist in the development of properties in the CRA area. Mr. Forte stated the amendment to the plan will be mailed to all taxing authorities at least 15 days before the proposed action, the adoption of the amendment which will take place at December's City Commission meeting.

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 10th day of November, 2015, in Holly Hill



6. ADJOURN AS THE CRA & RECONVENE THE CITY COMMISSION MEETING

7. APPROVAL OF MINUTES

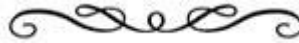
1.

Minutes - October 27, 2015 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



8. CONSENT AGENDA - ITEMS (1-4)

Mayor Penny asked if there was anyone from the Commission or the audience that wanted to pull an item from the Consent Agenda for further discussion. There was no one who wanted to pull an item.

Mayor Penny opened public participation. No one spoke.

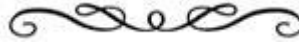
1.

Fire Department Breathing Apparatus Purchase

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



2.

US1 Trash Receptacles

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



3.

Re-Roof the Market Phase I

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



4.

Police Department - Purchase of Used Patrol Vehicles

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 10th day of November, 2015, in Holly Hill



9. REGULAR AGENDA

1. Resolution

General Engineering Services Contracts

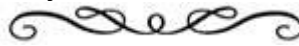
(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 10th day of November, 2015, in Holly Hill



10. PUBLIC HEARING

1. Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2014-2015; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation.

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

Mayor Penny closed public participation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 10th day of November, 2015, in Holly Hill



11. COMMUNICATIONS

a. City Manager & Staff Reports

Mr. Forte asked the Mayor and City Commissioners if they would like for him to gather information on selling The Market, get an appraisal done and report back to them. There was consensus from the Commission to move forward.

Mr. Forte reminded them that they are still in need of a Grand Marshal and spoke about the Jingle Bell Jog.

b. City Attorney

None.

c. Mayor's Report

Mayor Penny showed the Mile 417 Holly Hill window stickers that he had made up and asked if anyone would like to take some and place on their vehicles. Asked the Commission if it would be okay for the employees who drive city vehicles to place them on the rear window and it was okay to do that.

d. District Commissioners Reports

Commissioner Currie thanked her son and her husband for doing the Pledge of Allegiance tonight and thanked everyone who has been supportive during their adoption process.

Commissioner Byrnes spoke about his experience with the Canvassing Board and how well he thought it went and was pleased with the turn out.

Commissioner Albert agreed with Byrnes in the process of the Canvassing Board, it went very well; received a call with a compliment on the medians that the inmates are mowing. Commissioner Capers spoke about the Canvassing Board and how interesting the process was; asked if they could look into getting information on a small water park for the kids and congratulated Commissioner Currie and Forrest on their adoption of their son, Aston.

12. ADJOURNMENT

The meeting adjourned at approximately 8:20 PM.



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Thomas Harowski
SUBJECT: 357 Sunset Utility Easement Acceptance of a 15-Foot Utility
Easement at 357 Sunset Drive.
NUMBER: (ID # 1228)
APPLICANT:
PLANNER: Thomas Harowski

DISCUSSION: Earlier in 2015, the City Commission agreed to vacate a portion of Sunset Drive. The vacation was conditioned upon a grant to the City of a 15-foot utility easement along the south and west sides of the subject property. The easement is intended to allow future water line connections from Sunset Drive to Modernage Boulevard to loop the existing water system to improve water quality and water pressure in the area.

FISCAL ANALYSIS: There is no cost to the City for the easement.

STAFF RECOMMENDATION: Accept the easement for signature and recording.

- Revised Easement Document (PDF)

EASEMENT

THIS INDENTURE made this _____ day of _____, 2015, by and between **A-1 Propane, Inc.** Grantor) and the **City of Holly Hill**, a Florida municipality located in Volusia County, Florida (Grantee):

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants, sells and conveys unto the Grantee, its successors and assigns, a Permanent Underground Utility Easement along, under, over and across certain real property located in Volusia County, Florida, more particularly described as:

SEE ATTACHED EXHIBIT "A"

The Permanent Underground Utility Easement shall authorize the Grantee to construct, install, operate, maintain and repair utility improvements, including the right to transmit and convey public utilities through, under and on said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements, provided that, in each and every instance where Grantee has excavated, Grantee shall, at its expense, upon completion of said excavation, repair or replace all improvements, including sod and landscaping, restore the site to its original elevation and removed or disturbed during such process.

Grantor also grants, sells and conveys unto the Grantee, its successors and assigns a Permanent Access Easement along, over and across certain real property in Volusia County, Florida, more particularly described:

SEE ATTACHED EXHIBIT "A"

The Permanent Access Easement shall remain valid as long as the Permanent Underground Utility Easement is valid.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, including Grantee's agreement to reconnect Grantor's utilities to the utility lines at Grantee's expense within the appropriate dedicated easements and at the approximate same location(s) and with the same level of service as the current utility service.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute a covenant running with and binding upon the premises described herein and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

Signed in the presence of:

GRANTOR: A-1 PROPANE, INC.

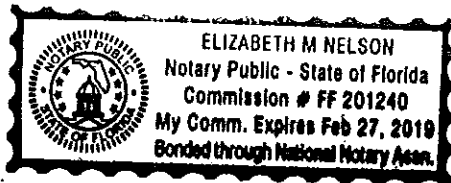
Larry J. Hites Jr.
Print: Larry J. Hites Jr.

By: *James E Douglas*

Jeffrey T. Delaney
Print: JEFFREY T. DELANEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of NOV, 2015, by JAMES E DOUGLAS who ☒ is personally known to me or [] has produced a drivers' license as identification and who ☒ did [] did not take an oath.



Elizabeth M. Nelson
Notary Public Printed Name:

Elizabeth M. Nelson
My Commission Expires: 2-27-19

[THIS SPACE INTENTIONALLY LEFT BLANK]

Signed in the presence of:

City of Holly Hill

By: _____

Print: _____

Title: _____

Print: _____

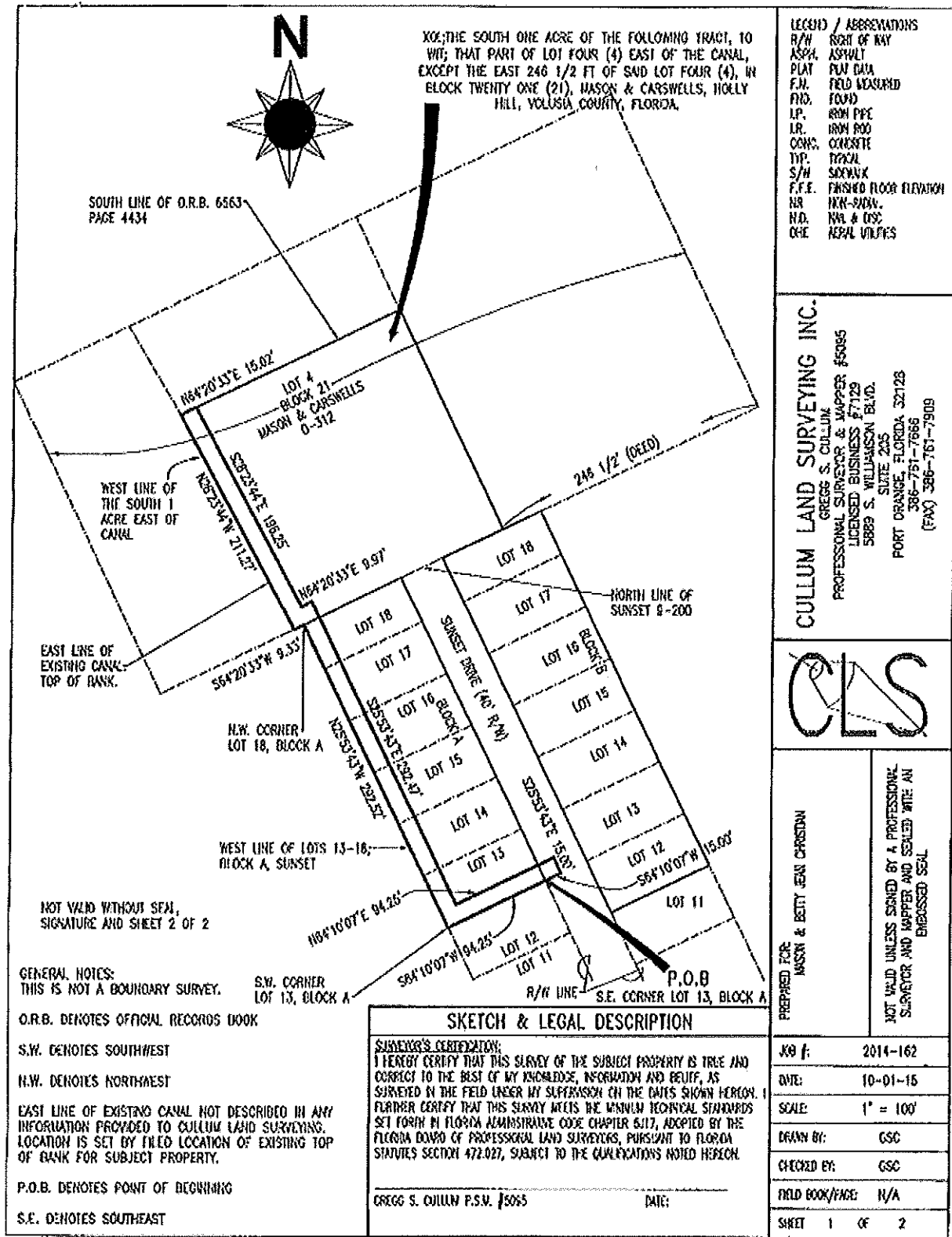
**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ who [] is personally known to me or [] has produced a drivers' license as identification and who [] did [] did not take an oath.

Notary Public Printed Name:

My Commission Expires: _____

EXHIBIT A



LEGAL DESCRIPTION: A 15 WIDE PARCEL OF LAND BASED ON FIELD SURVEY LOCATIONS, BEING A PORTION OF: 1) LOTS THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), AND EIGHTEEN (18), BLOCK A, AS SHOWN ON THE RECORD PLAT OF SUNSET, MAP BOOK 9, PAGE 200, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND A PORTION OF: 2) THE SOUTH ONE ACRE OF THE FOLLOWING TRACT, TO WIT: THAT PART OF LOT FOUR (4) EAST OF THE CANAL, EXCEPT THE EAST 246 1/2 FT OF SAID LOT FOUR (4), IN BLOCK TWENTY ONE (21), MASON & CARSWELLS, HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DEED BOOK "0", PAGE 312, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND A PORTION OF: 3) SUNSET DRIVE, A 40 FOOT RIGHT OF WAY AS SHOWN ON THE RECORD PLAT OF SUNSET, MAP BOOK 9, PAGE 200, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTH-EAST CORNER OF SAID LOT 13, BLOCK A, SUNSET; THENCE S64°10'07"W ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK A, A DISTANCE OF 94.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK A; THENCE N25°53'43"W ALONG THE WEST LINE OF SAID LOTS 13 THROUGH 18, INCLUSIVE, BLOCK A, A DISTANCE OF 292.52 FEET TO THE 1) NORTHWEST CORNER OF SAID LOT 18, BLOCK A, 2) THE NORTH PLAT LINE OF SAID SUNSET AND 3) THE SOUTH LINE OF SAID LOT 4, BLOCK 21, MASON AND CARSWELLS, HOLLY HILL; THENCE S64°20'33"W ALONG SAID SOUTH LINE OF LOT 4, BLOCK 21, MASON AND CARSWELLS, A DISTANCE OF 9.33 FEET TO THE WEST LINE OF SAID SOUTH ONE ACRE OF THAT PART OF LOT FOUR (4) LYING EAST OF THE CANAL, EXCEPT THE EAST 246 1/2 FT OF SAID LOT FOUR (4), IN BLOCK TWENTY ONE (21), MASON & CARSWELLS, HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DEED BOOK "0", PAGE 312, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N28°23'44"W ALONG SAID WEST LINE OF THE SOUTH ONE ACRE, LYING EAST OF THE CANAL, A DISTANCE OF 211.27 FEET TO THE NORTH LINE OF THE SOUTH 1 ACRE OF THAT PART OF LOT FOUR (4) EAST OF THE CANAL, EXCEPT THE EAST 246 1/2 FT OF SAID LOT FOUR (4), IN BLOCK TWENTY ONE (21), MASON & CARSWELLS, HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DEED BOOK "0", PAGE 312, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6663, PAGE 4434; THENCE N64°20'33"E A DISTANCE OF 15.02 FEET ALONG SAID NORTH LINE OF THE SOUTH ONE ACRE OF LOT 4, EAST OF THE CANAL AND EXCEPTING THE EAST 246 1/2 FEET, SAID LINE ALSO BEING THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6663, PAGE 4434; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH ONE ACRE AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 6663, PAGE 4434, S28°23'44"E A DISTANCE OF 198.25 FEET; THENCE N64°20'33"E A DISTANCE OF 9.97 FEET; THENCE S25°53'43"E A DISTANCE OF 292.47 FEET; THENCE N64°10'07"E A DISTANCE OF 94.25 FEET; THENCE S25°53'43"E A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 13, BLOCK A; THENCE S64°10'07"W ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3, BLOCK A A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 9115 SQUARE FEET, PLUS OR MINUS.	LEGEND / ABBREVIATIONS R/W RIGHT OF WAY ASPH. ASPHALT PLAT PLAT DATA F.M. FIELD MEASURED FND. FOUND I.P. IRON PIPE I.R. IRON ROD CONC. CONCRETE TYP. TYPICAL S/W SAKWUX F.T.E. FINISHED FLOOR ELEVATION N.R. NON-RAIL N.D. N/A & DISC ONE RURAL UTILITIES CULLUM LAND SURVEYING INC. GREGG S. CULLUM PROFESSIONAL SURVEYOR & MAPPER #5095 LICENSED BUSINESS #7129 5989 S. WILLIAMSON BLVD. SUITE 203 PORT ORANGE, FLORIDA 32128 386-761-7666 (FAX) 386-761-7909 CLAS PREPARED FOR: MASON & BETTY JEAN CHRISTIAN NOT VALID UNLESS SIGNED BY A PROFESSIONAL SURVEYOR AND MAPPER AND SEALED WITH AN ENCLOSED SEAL NO: 2014-162 DATE: 10-01-15 SCALE: 1" = 100' DRAWN BY: GSC CHECKED BY: GSC FIELD BOOK/PAGE: N/A SHEET 2 OF 2
SKETCH & LEGAL DESCRIPTION	SKETCH & LEGAL DESCRIPTION



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

**City Commission
Resolution**

MEETING DATE: December 8, 2015
FROM: Joseph Forte
SUBJECT: Railroad Agreement - Grade Crossing Traffic Control Devices for
6Th Street
NUMBER: (ID # 1230)
APPLICANT:
PLANNER:

DISCUSSION: The Florida Department of Transportation conducted a site evaluation of the 6th Street railroad crossing signalization and determined the signals are recommended for upgrades. The FDOT proposes to replace the flashing lights, and gates, signal cabinets and generator case. The FDOT's standard agreement and resolution is be presented for the commission's consideration. . Before moving forward with the upgrade of the 6th Street Rail Road Crossing, the City must enter into an agreement with the FEC to pay for the annual maintenance and periodic upgrades the FEC requires at this crossing. The cost of the proposed upgrade is \$317,720.0 which will be paid for using the Federal Signal Safety funds which will become available after October 2016. As part of the upgrade the FDOT and the FEC are requiring the City to enter into an agreement similar to the agreement entered into for the Calle Grande crossing in which the City shall pay an annual Railroad Grade Crossing Traffic Control Device Maintenance cost in the amount of \$3,402.00. The annual fees satisfy the City's maintenance obligation for the signals. FEC is obligated to inspect every railroad signal every 30 days, as stipulated by the Federal Railroad Administration. For example, if a vehicle crashes into the signals or the gate, it's FEC's financial obligation to replace the signals or make the necessary repairs. The City does not reimburse FEC for this

expense. Also, these signals are approximately 24 years old and are in need of being replaced. If FDOT wasn't able to secure the federal funds to replace these signals, the financial burden becomes the City's to replace them. This maintenance covers the signals and not the surface crossing which is covered under a separate agreement.

FISCAL ANALYSIS: The City will need to budget annually \$4,000 for the required licensing agreement plus an annual \$3,402.00 for maintenance cost in all future budget years. The annual license fee in effect for the preceding year will increase by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The City will also need to anticipate future rehabilitation of this crossing. The city currently budgets \$90,000 annually for one crossing rehabilitation each year.

STAFF RECOMMENDATION: Approval of the FEC Maintenance Agreement.

COMMISSION GOAL:

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

MOTION: To approve the FEC Maintenance Agreements for the 6th Street Crossing and authorize the Mayor and City Manager to execute the agreements.

Resolution No. (ID # 1230)**RAILROAD AGREEMENT - GRADE CROSSING TRAFFIC CONTROL
DEVICES FOR 6TH STREET****RESOLUTION 2015-R-65**

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System on 6th Street, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway.

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

SECTION 1. That the City of Holly Hill enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY, LLC company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 438555-1-57-01 on 6th Street which crosses the right-of-way and tracks of the Company at FDOT/AAR Crossing No. 271929-K located near Holly Hill.

SECTION 2. That the City assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT.

SECTION 3. That the Mayor and City Manager be authorized to execute such agreements with the State of Florida Department of Transportation and the FLORIDA EAST COAST RAILWAY Company as herein described.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 8th day of December, 2015.



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Mark Juliano
SUBJECT: Disaster Recovery Services Contract Renewal - Debris Removal,
Reduction and Disposal
NUMBER: (ID # 1233)
APPLICANT:
PLANNER: MinuteTraq Admin

DISCUSSION:

In an effort to implement a pro-active plan for disaster recovery services, in 2012 the City Commission approved the piggyback of Volusia County's contracts with AshBritt, Inc. for disaster debris removal, reduction, and disposal and other emergency cleanup services. These contracts were effective through November 12, 2015, and have been renewed by the Volusia County Council.

By the City Code of Ordinances Section 30-75 the City Commission may elect to join with other governmental units in cooperative purchasing ventures, and therefore these contracts are being presented to the City Commission for renewal through November 12, 2016. The contract terms have remained the same, and all debris removal and disposal management services under this contract are in accordance with all applicable federal and state laws and environmental regulations.

The intent of the debris removal, reduction, and disposal contracts is to allow the City to be better prepared to clear, remove and dispose, safely and responsibly, all event-generated debris in the quickest and most efficient manner. Should an event impact the City beyond the capabilities of the City to handle, ranging from wide-scale disasters such as hurricanes or localized disasters such as tornados, having the disaster recovery services contracts in place will provide for all the necessary supervision, labor, and equipment to remove, reduce, and haul debris to approved recycling or disposal sites. The City will bear no immediate cost, but will be ensured the availability of the vital resources (supplies, materials, equipment, manpower) necessary in the aftermath of any overwhelming disaster recovery.

FISCAL ANALYSIS:

There is no immediate cost to the City. Costs will only be incurred should the City issue Notice to Proceed in response to an emergency situation or disaster. Pricing is based on the rate schedule established in the contracts.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an extension of contract agreement with AshBritt, Inc. for Debris Removal, Reduction and Disposal services under Volusia County RFP 11-P-75JD.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2016-R-XX, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXTENSION OF CONTRACT WITH ASHBRIIT INC. FOR DISASTER RECOVERY SERVICES UNDER VOLUSIA COUNTY RFP 11-P-75JD.

- Amendment 2 between Volusia County and Ash-Britt (PDF)
- Extension of Contract Between Ash-Britt and City of Holly Hill (PDF)

AMENDMENT NO. 2
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
ASH BRITT, INC.

This Amendment No. 2 to contract between County of Volusia, Florida and Ash Britt, Inc. for debris removal, reduction & disposal per 11-P-75JD, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and Ash Britt, Inc., 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441, incorporated and licensed to do business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into a contract between County of Volusia, Florida and Ash Britt, Inc. for debris removal, reduction & disposal on November 12, 2011, under which Contractor agreed to provide specified services with an initial term of November 12, 2011 through November 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor amended the Contract through Amendment No. 1 by Amending Section 4., Term of Contract, extending the Contract to November 12, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 2 by Amending Section 4., Term of Contract, to extend the Contract to November 12, 2016.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to extend the term of the Contract through November 12, 2016, in accordance with Section 4., Term of Contract.
4. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 2, unless the Contract is otherwise amended or modified as set forth in Section 3.1, and supersedes all prior proposals, agreements, and communications, both written and oral.

5. This Amendment No. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Contract, this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Contract between the County of Volusia, Florida and Ash Britt, Inc. on the respective dates under each signature.

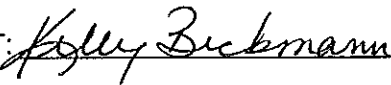
CONSULTANT: Ash Britt, Inc.

BY: 
(Signature)

(CORPORATE SEAL)

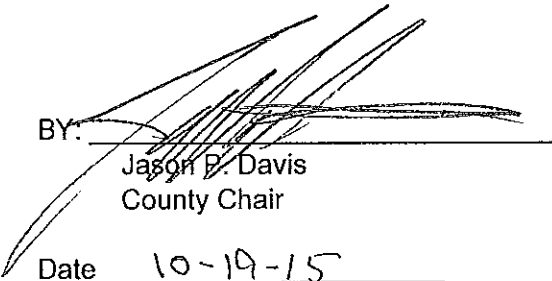
BY: JOHN NOBLE C.O.O.
Corporate Officer & Title

Date: 9/8/2015

ATTEST: 

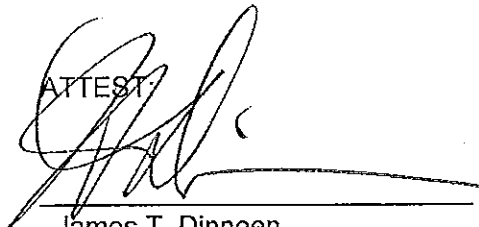
Date: 9/8/2015

COUNTY OF VOLUSIA

BY: 
Jason P. Davis
County Chair

Date: 10-19-15

(SEAL)

ATTEST: 
James T. Dinneen
County Manager

Date: 10/20/15

CC Approval Date: 10/15/2015



EXTENSION OF CONTRACT

THIS EXTENSION OF CONTRACT ("Extension") is entered into and effective this _____ day of _____, 2015, for the purpose of extending the contract known as _____, dated _____, _____ (the "Original Contract") between AshBritt, Inc. and _____ (herein collectively referred to as the "Parties").

1. The term of the Original Contract will end on November 12, 2015
2. The Parties hereby agree to extend the Original Contract for an additional 12 months, which will begin immediately upon the expiration of the Original Contract term and will now end on November 12, 2016 unless earlier terminated as may be provided in the Original Contract.
3. The Parties agree that all other terms, conditions and obligations of the Original Contract remain in full force and effect throughout the term of the Original Contract, as extended hereby, except for those provisions of the Original Contract that are directly contradicted by this Extension, in which event the terms of this Extension shall control.
4. This Extension may be executed simultaneously in one or more counterparts, each of which shall be deemed an original. Electronic, facsimile or scanned signatures on this Extension shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law



 Authorized Signor for AshBritt, Inc.

John Noble

 Printed Name

11/10/15

 Date

 Authorized Signor for City/County

 Printed Name

 Date

565 East Hillsboro Blvd. Deerfield Beach, FL 33441
 954.545.3535 office 954.545.3585 fax



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Mark Juliano
SUBJECT: Disaster Recovery Services Contract Renewal - Debris Removal,
Reduction and Disposal, Crowder Gulf.
NUMBER: (ID # 1234)
APPLICANT:
PLANNER:

DISCUSSION:

In an effort to implement a pro-active plan for disaster recovery services, in 2012 the City Commission approved the piggyback of Volusia County's contracts with Crowder Gulf for disaster debris removal, reduction, and disposal and other emergency cleanup services. These contracts were effective through November 12, 2015, and have been renewed by the Volusia County Council.

By the City Code of Ordinances Section 30-75 the City Commission may elect to join with other governmental units in cooperative purchasing ventures, and therefore these contracts are being presented to the City Commission for renewal through November 12, 2016. The contract terms have remained the same, and all debris removal and disposal management services under this contract are in accordance with all applicable federal and state laws and environmental regulations.

The intent of the debris removal, reduction, and disposal contracts is to allow the City to be better prepared to clear, remove and dispose, safely and responsibly, all event-generated debris in the quickest and most efficient manner. Should an event impact the City beyond the capabilities of the City to handle, ranging from wide-scale disasters such as hurricanes or localized disasters such as tornados, having the disaster recovery services contracts in place will provide for all the necessary supervision, labor, and equipment to remove, reduce, and haul debris to approved recycling or disposal sites. The City will bear no immediate cost, but will be ensured the availability of the vital resources (supplies, materials, equipment, manpower) necessary in the aftermath of any overwhelming disaster recovery.

FISCAL ANALYSIS:

There is no immediate cost to the City. Costs will only be incurred should the City issue Notice to Proceed in response to an emergency situation or disaster. Pricing is based on the rate schedule established in the contracts.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an extension of contract agreement with Crowder Gulf for Debris Removal, Reduction and Disposal services under Volusia County RFP 11-P-75JD.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2016-R-XX, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXTENSION OF CONTRACT WITH CROWDER GULF FOR DISASTER RECOVERY SERVICES UNDER VOLUSIA COUNTY RFP 11-P-75JD.

- Amendment 2 between Volusia County and Crowder Gulf 2016 (PDF)
- Volusia County Master Agreement 2016 (PDF)
- Crowder Gulf Contract Renewal 2016 (PDF)

AMENDMENT NO. 2
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
CROWDER GULF

This Amendment No. 2 to contract between County of Volusia, Florida and Crowder Gulf for debris removal, reduction & disposal per 11-P-75JD, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and Crowder Gulf, 5435 Business Parkway, Theodore, Alabama 36582, incorporated and licensed to do business in the State of Florida (hereinafter "Contractor").

Recitals

WHEREAS, the County and the Contractor entered into a contract between County of Volusia, Florida and Crowder Gulf for debris removal, reduction & disposal on November 12, 2011, under which Contractor agreed to provide specified services with an initial term of November 12, 2011 through November 12, 2014 ("Contract"); and

WHEREAS, the County and the Contractor amended the Contract through Amendment No. 1 by Amending Section 4., Term of Contract, extending the Contract to November 12, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 2 by Amending Section 4., Term of Contract, to extend the Contract to November 12, 2016.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 2, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Contract as follows:

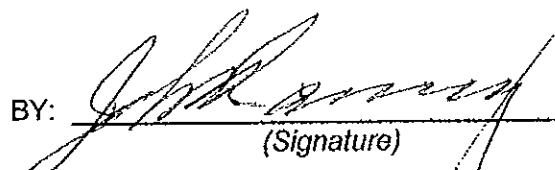
1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to extend the term of the Contract through November 12, 2016, in accordance with Section 4., Term of Contract.
4. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Contract with respect to the products and services provided under this Amendment No. 2, unless the Contract is otherwise amended or modified as set forth in Section 3.1, and supersedes all prior proposals, agreements, and communications, both written and oral.

RFP 11-P-75JD

5. This Amendment No. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Contract, this Amendment No. 2 shall govern and control.

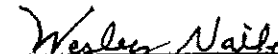
IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to the Contract between the County of Volusia, Florida and Crowder Gulf on the respective dates under each signature.

CONSULTANT: Crowder Gulf

BY: 
(Signature)
BY: JOHN RAMSAY - PRESIDENT
Corporate Officer & Title

(CORPORATE SEAL)

Date: 10-09-15

ATTEST: 
WESLEY NAIL

Date: 10-09-15

COUNTY OF VOLUSIA

(SEAL)

BY: 
Jason P. Davis
County Chair
Date: 10/19/15

ATTEST: 
James T. Dinneen
County Manager

CC Approval Date: 10/15/2015

Date: 10/20/15



Master Agreement

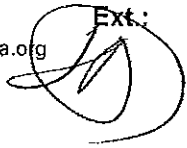
NO. 700 1656B - 1

5.4.b

TERM: 2015-11-12 to 2016-11-12

Page 1 of 1

Date Issued: 10/28/15

Vendor contact: Name: ASHLEY RAMSAY Phone: 800-992-6207 E-mail: aramsay@crowdorgulf.com	County contact: Name: JOHN ANGIULLI Phone: 386-736-5965 E-mail: JAngiulli@co.volusia.fl.us	Bill To: County of Volusia PUBLIC WORKS SRVC CTR 123 W. INDIANA AVE., RM 402 DELAND, FL 32720-4262
Vendor Name: CROWDER GULF JOINT VENTURE 5435 BUSINESS PARKWAY THEODORE, AL 36582	Vendor No. 08082600030	Ship To: PUBLIC WORKS ADMIN 123 W. INDIANA AVE., RM 402 DELAND, FL 32724
Solicitation Number: 11-P-75JD Award Date: 2015-10-15 Award Authorization: COUNCIL	Purchasing Analyst: PAMELA WILSKY Phone: 386-822-5779 E-mail: pwilsky@volusia.org  Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: 1 year contract extension as approved by CC 10/15/15		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	99030	EA	1 year contract extension as approved by CC 10/15/15 THIS IS A FEMA REIMBURSABLE CONTRACT. Per 11-P-75JD Pricing as per contract documents.	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms a

Packet Pg. 63

Attachment: Volusia County Master Agreement 2016 (1234 : Disaster Recovery Services Contract Renewal - Debris Removal, Reduction and

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

November 18, 2015

Mr. Mark Juliano
Director of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

via: mjuliano@hollyhillfl.org

Re: Contract Renewal for Debris Removal, Reduction & Disposal

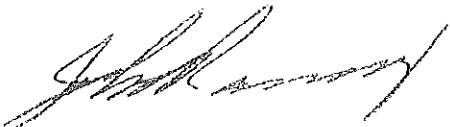
Dear Mr. Juliano:

CrowderGulf has been providing the City of Holly Hill Debris Removal, Reduction & Disposal services per the agreement executed on July 12, 2012 under the same terms as the Volusia County contract. The terms of the Volusia County Contract shall be for a three year term followed by two one (1) year renewal terms.

Volusia County has renewed their Contract. Therefore, if the City of Holly Hill is in agreement to renew, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions, until its new expiration date of November 12, 2016.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Holly Hill requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE – City of Holly Hill, FL

Signature

Name/Title

Date



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Mark Juliano
SUBJECT: Joint Participation Agreement Between FDOT and the City of Holly Hill
NUMBER: (ID # 1236)
APPLICANT:
PLANNER:

DISCUSSION:

Joint Project Agreement between the State of Florida Department of Transportation and The City of Holly Hill for the installation of a roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill, FL.

FISCAL ANALYSIS:

There is no fiscal impact to The City of Holly Hill. Street lights are being installed on the State Highway System (SR5).

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Joint Participation Agreement between the State of Florida Department of Transportation and The City of Holly Hill for the installation of street lights on SR5 (Nova Road).

COMMISSION GOAL:

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

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

MOTION:**APPROVE RESOLUTION 2016-R-XX FOR THE INSTALLATION OF STREET LIGHTS ON SR5 (NOVA ROAD) BETWEEN 6TH STREET AND FLOMICH STREET**

- Joint Participation Agreement between FDOT and COHH (PDF)
- Maps (PDF)

Financial Management No.: 421705-1-58-01 Agency: City of Holly Hill Contract No.:	Fund: DDR Function: 215 Contract Amount: \$105,250.00	FLAIR Approp: 088796 FLAIR Obj.: 563008 Org. Code: 55054010508 Vendor No.: F 596000337 001
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this _____ day of _____, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT), (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. _____ dated the ____ day of _____, 2015, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Installation of a Roadway Lighting System within the Project Limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill", in Fiscal Year 2015/2016, said Project being known as FM #421705-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing, and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within 24 months from the date of the execution of this agreement. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement, which grant of extension will not be unreasonably withheld. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project consists of: Installation of a roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A" Scope of Services, attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with the terms and conditions of a Utility permit that the LOCAL GOVERNMENT's electric utility company contractor will secure from the DEPARTMENT to allow the LOCAL GOVERNMENT's contractor to enter onto the DEPARTMENT's right of way to perform the work required by the Project.

C. The LOCAL GOVERNMENT shall hire an electric utility company using the LOCAL GOVERNMENT'S normal procurement procedures to perform the construction work for the Project.

D. The LOCAL GOVERNMENT's electric utility contractor shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

F. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

G. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be reasonably entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT's contractor and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

H. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit.

I. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the Highway Lighting constructed under this agreement in accordance with the terms of that certain "State Highway Lighting Maintenance and Compensation Agreement" previously signed by the parties hereto, with an effective date of March 3, 2003.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit A – Scope of Services. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT an amount not to exceed **\$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100)** for actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation

by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 421705-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the

retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

Alternative Pay Method: The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing. The payment to the LOCAL GOVERNMENT will be the amount equal to the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT'S electric utility company, but not to exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. The LOCAL GOVERNMENT must certify on the invoice that the costs from the electric utility company are valid, reasonable, necessary, and allowable and the costs have been invoiced by the electric utility company. The LOCAL GOVERNMENT agrees to provide proof to the DEPARTMENT that the electric utility company has been paid by the LOCAL GOVERNMENT within thirty (30) days after receipt of payment from the DEPARTMENT.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL

GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise

the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Holly Lopenski Program Coordinator MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 holly.lopenski@dot.state.fl.us	Megan Owens Design Project Manager MS 2-546 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5252 mcgan.owens@dot.state.fl.us	Vincent Vacchiano Construction Project Manager MS 3-506 719 South Woodland Boulevard DeLand, Florida 32720-6834 (386) 943-5406 vincent.vacchiano@dot.state.fl.us
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LOCAL GOVERNMENT

Mark Juliano
 Public Works Director
 453 LPGA Boulevard
 Holly Hill, FL 32117
 PH: (386) 248-9463
mjuliano@hollyhill.org

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this ____ day of _____, 2015, and the DEPARTMENT has executed this Agreement this ____ day of _____, 2015.

CITY OF HOLLY HILL

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Frank J. O'Dea, P.E.
Director of Transportation Development

Attest:

Attest:

By: _____
Deputy Clerk

Executive Secretary

Legal Review:

FDOT Attorney

Financial Provisions Approved by
the Office of Comptroller

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 421705-1-58-01

Construction of Highway Illumination Facilities and Equipment

Purpose:

LOCAL GOVERNMENT shall contract with FP&L to install a roadway lighting system within the project limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill. The locations of the light poles are shown in the attached plans. The light pole numbers below will belong to the City of Holly Hill;

Street Light Locations:

22	43	63	104	122	142
23	44	63A	105	123	143
23A	45	64	105A	124	144
24	46	65	106	125	
25	46A	66	107	125A	
26	47	67	108	126	
26A	47A	68	109	127	
27	48	69	110	128	
28	49	70	110A	129	
29	50	71	111	130	
30	51	72	112	131	
31	52	73	113	132	
32	53	97	114	133	
33	54	97A	115	134	
34	55	98	116	134A	
35	56	99	116A	135	
36	57	100	117	136	
37	57A	101	117A	136A	
38	58	101A	118	137	
39	59	102	118A	138	
40	60	102A	119	139	
41	61	103	120	140	
42	62	103A	121	141	

Maintenance of Illumination Equipment and Facilities:

The following conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have been installed and begun:

1. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the electric UTILITY in accordance with the Utility Accommodation Manual and current utility permit for the equipment and facilities.
2. The equipment and facilities shall be maintained pursuant to a separate agreement between the LOCAL GOVERNMENT and the electric UTILITY. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric UTILITY may terminate the illumination services, provided however, that the electric UTILITY shall first notify the DEPARTMENT in writing and provide the DEPARTMENT with a reasonable opportunity to cure the non-compliance prior to terminating the illumination services.
3. Neither the electric UTILITY, nor the LOCAL GOVERNMENT, shall engage in any act or omission which in any way interferes with the provision of illumination services including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit per Exhibit "C" attached hereto.

EXHIBIT "B"

METHOD OF COMPENSATION

Financial Management Number: 421705-1-58-01

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$105,250.00 (One Hundred Five Thousand Two Hundred Fifty Dollars and No/100)** for actual costs incurred.

The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the CITY OF HOLLY HILL

PROJECT DESCRIPTION: "Installation of a Roadway Lighting System within the Project Limits of State Road 5 (Nova Road) from 6th Street to Flomich Street in Holly Hill"

FINANCIAL MANAGEMENT ID# **421705-1-58-01**

In accordance with the Terms and Conditions of the DEPARTMENT FUNDED AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____ and all terms and conditions of Utility permit associated with closing out the permit have been met.

By: _____

Name: _____

Title: _____

FM# 421705-1-58-01
Page 16 of 16
11/16/2015

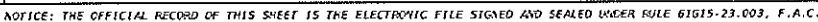
Original: 8/27/2015
Revised:

EXHIBIT “D”

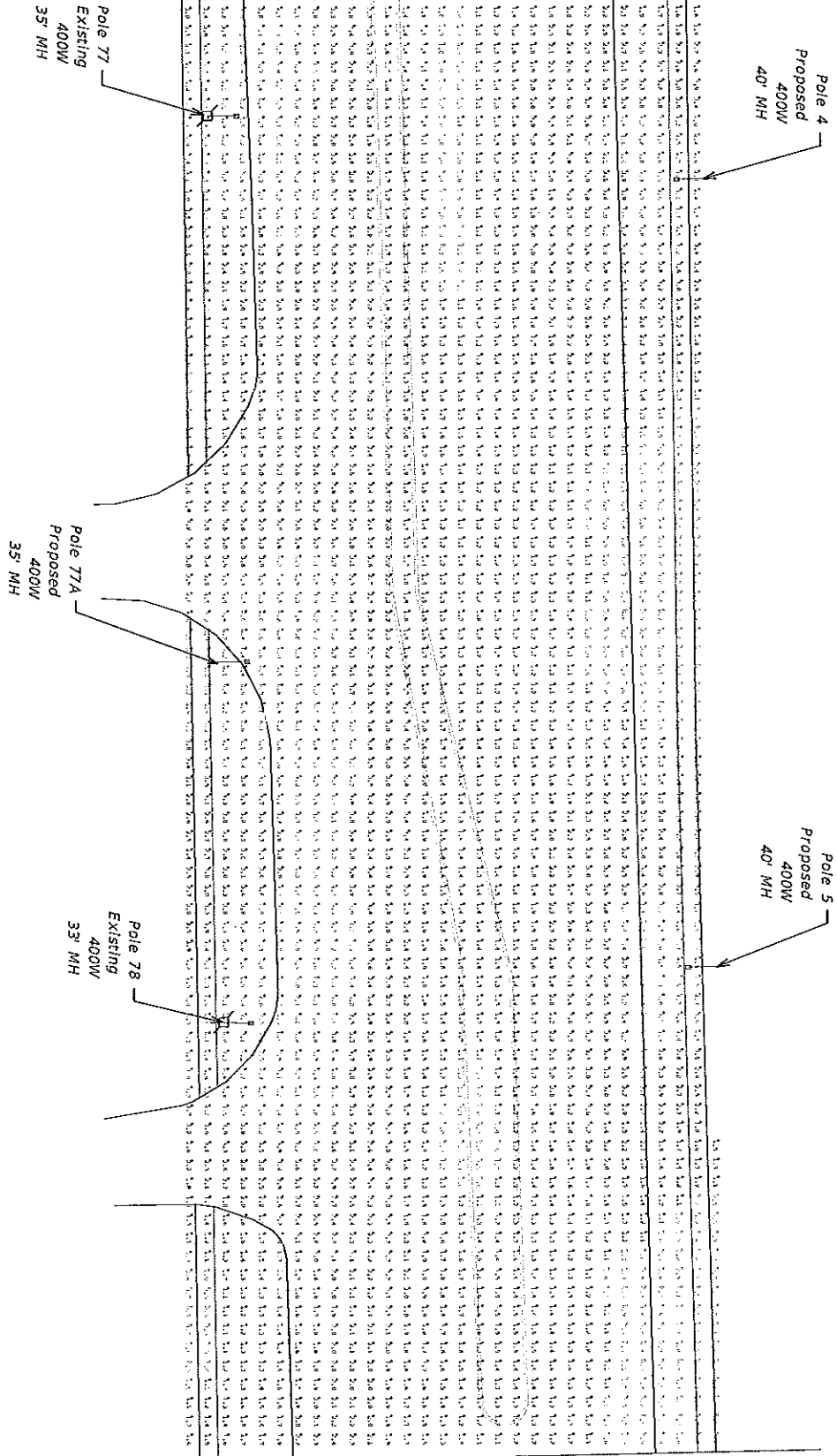
RESOLUTION

Financial Management Number: 421705-1-58-01

$\angle = 30^\circ$

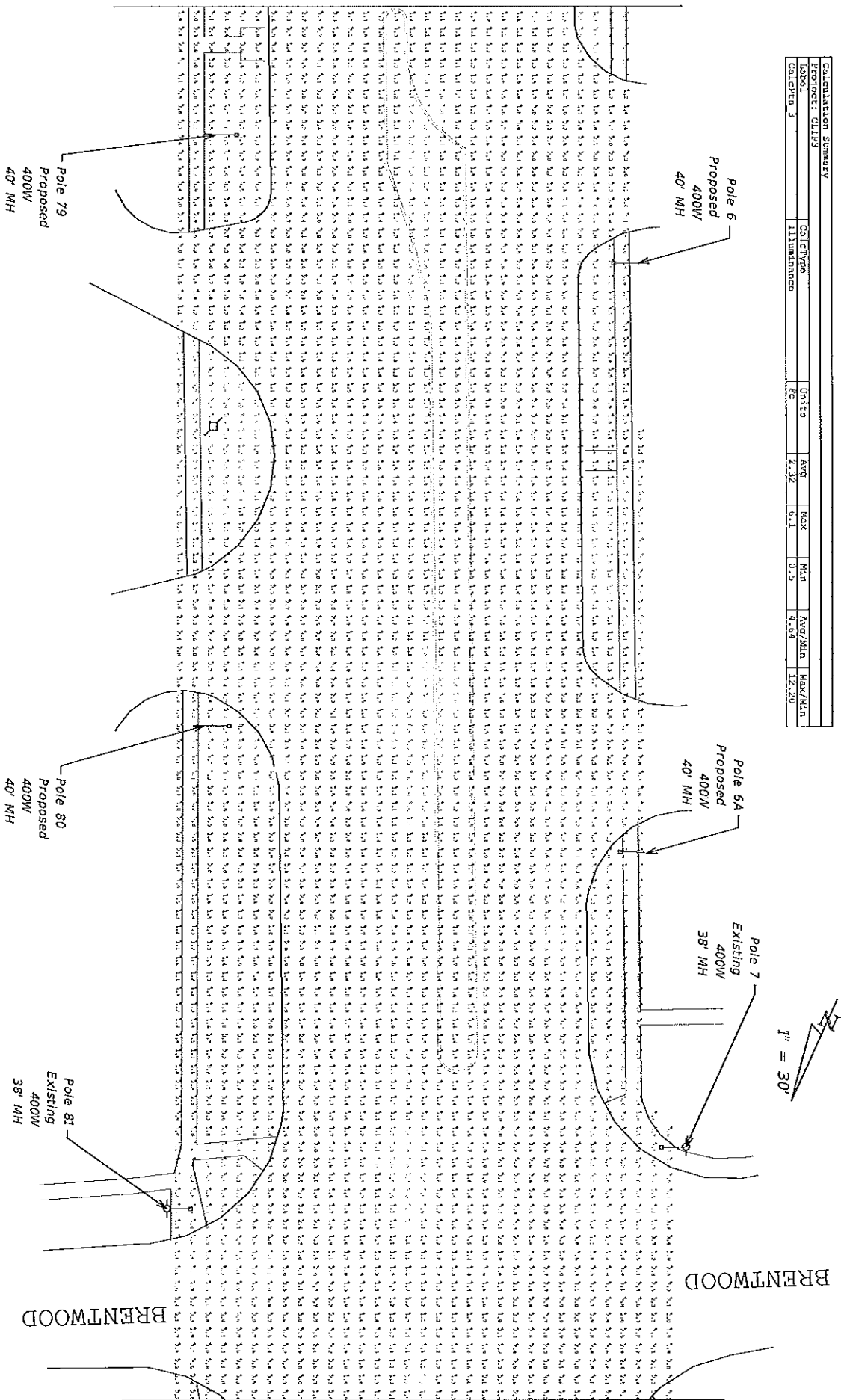


CALCULATION SUMMARY					
PROJECT: GALTZ	CALCULATED BY: ELLIOTT/ANNE	UNITED	AVG	MAX	MIN
COLLECTED: 2		XC	2.38	7.7	0.7
				AVG/MIN	MAX/MIN
				5.37	11.00



DATE	DESCRIPTION	DATE	DESCRIPTION	DISTRICT 0708		STATE OF FLORIDA		SHEET	
				SUGGESTION S. HOLIZ		DEPARTMENT OF TRANSPORTATION		LIGHTING PLANS	
				P.E. 10-1-40005		COUNTY		MASON TO FLOMICH	
				70 South Woodland Lane		VOLUNTIA		L-2	
				Gainesville, Florida 32608		FINANCIAL PROJECT ID			
						42705-158-01			
						01/02/2015			
						8/03/21 201			

CALCULATION SUMMARY						
PROJECT: CITIES	COLLECTOR	UNIT	AVG	MAX	MIN	AVG/MIN
LABOR	ILLUMINANCE	FC	2.32	0.1	0.2	4.04
CALCULATED						12.20



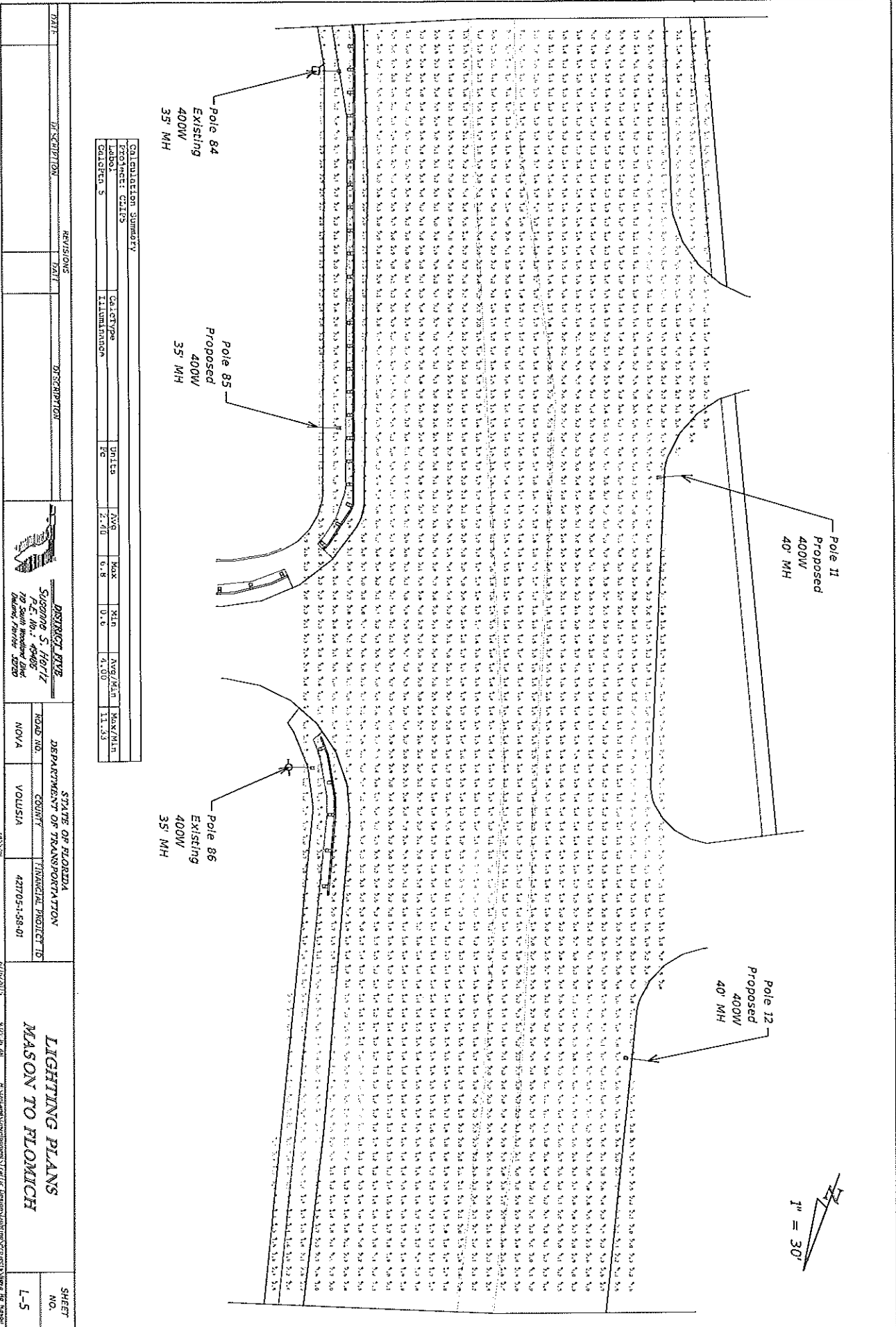
DATE	REVISIONS	DESCRIPTION	DISTRICT	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	PROJECT NO.	SHEET NO.
			SECTION 5, HIGHWAY 170 SOUTH BOUNDARY, DOWNTOWN HOLLY HILL	NOVA	VOUSIA	42705-1-58-01	L-3

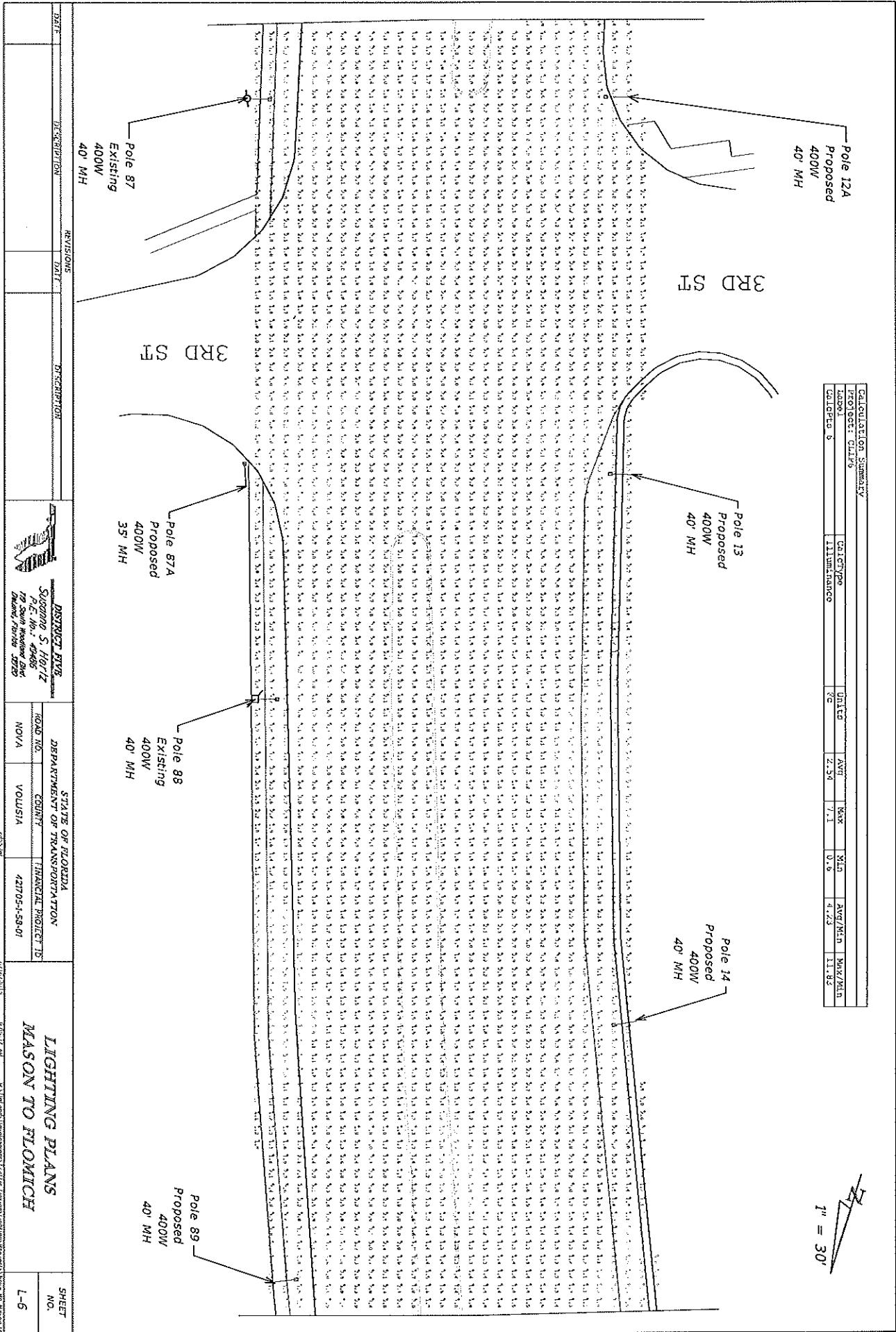
Pole 82
Proposed
400W
40 MH

Pole 82A
Proposed
400W
40 MH

Pole 83
Existing
400W
40 MH

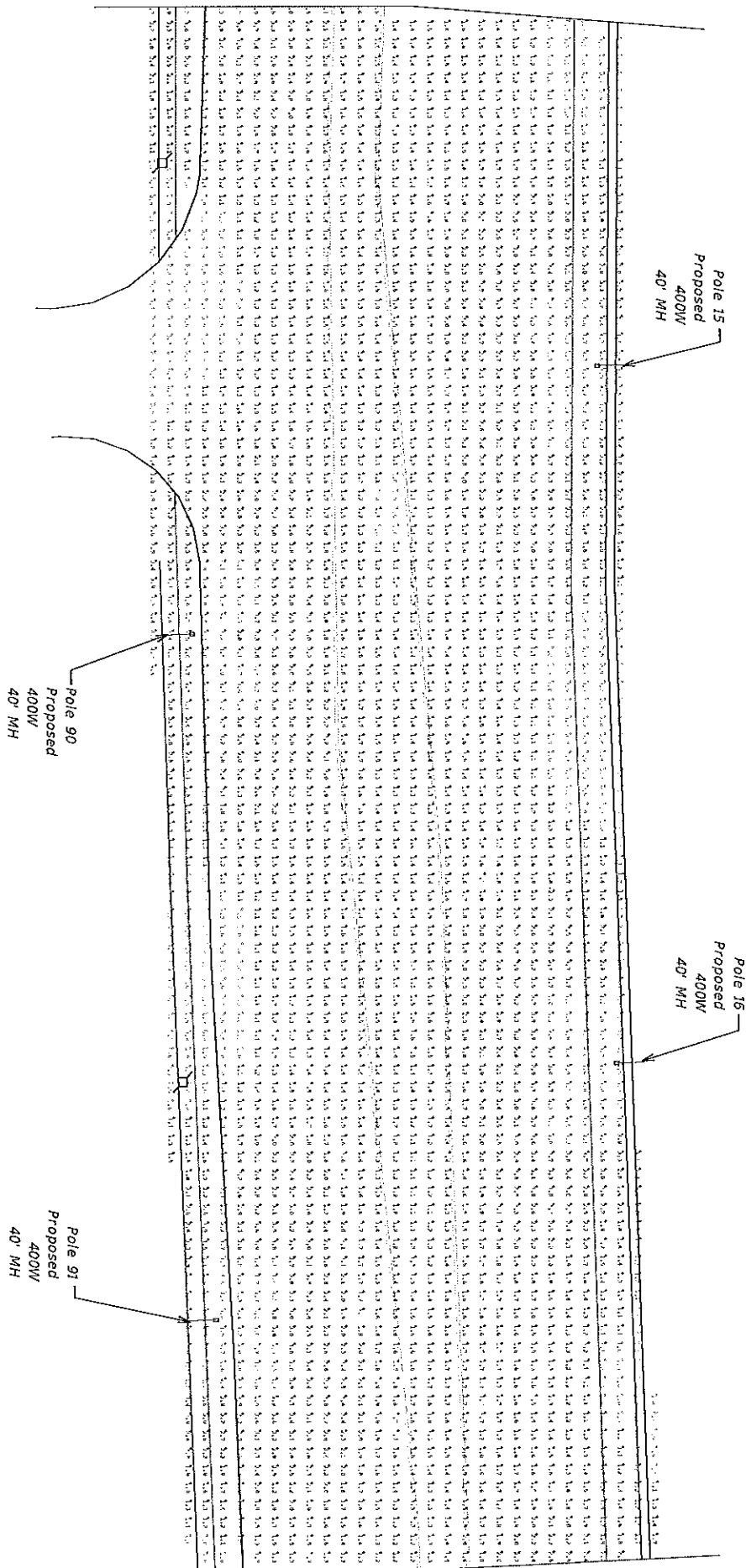
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Diagram showing a line segment with a perpendicular line segment of length 1' and an angle of $7'' = 30'$.



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Collection Summary							
Project: CLIPR							
Table:	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Collected: 8	11/1/19/2000	PC	2.09	9.8	0.7	3.84	9.71

Pole 17
Proposed
400W
40' MH

Pole 17A
Proposed
400W
40' MH

Pole 18
Proposed
400W
40' MH

4TH ST

1" = 30'

Packet Pg. 91

Pole 19
Proposed
400W
35' MH

Pole 94
Existing
400W
35' MH

Pole 20
Proposed
400W
40' MH

Pole 21
Proposed
400W
40' MH

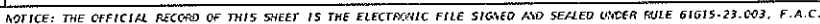
$$\gamma'' = 30^\circ$$

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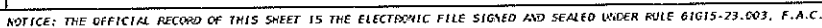
COLLECTION SUMMARY						
Project: DTP10	Category:	Unit/SS	Avg	Max	Min	Avg/Min
Address	LI	SS	SS	SS	SS	SS
Collection 10		SS	2.34	9.7	0.3	2.82
						7.46

Packet Pg. 93

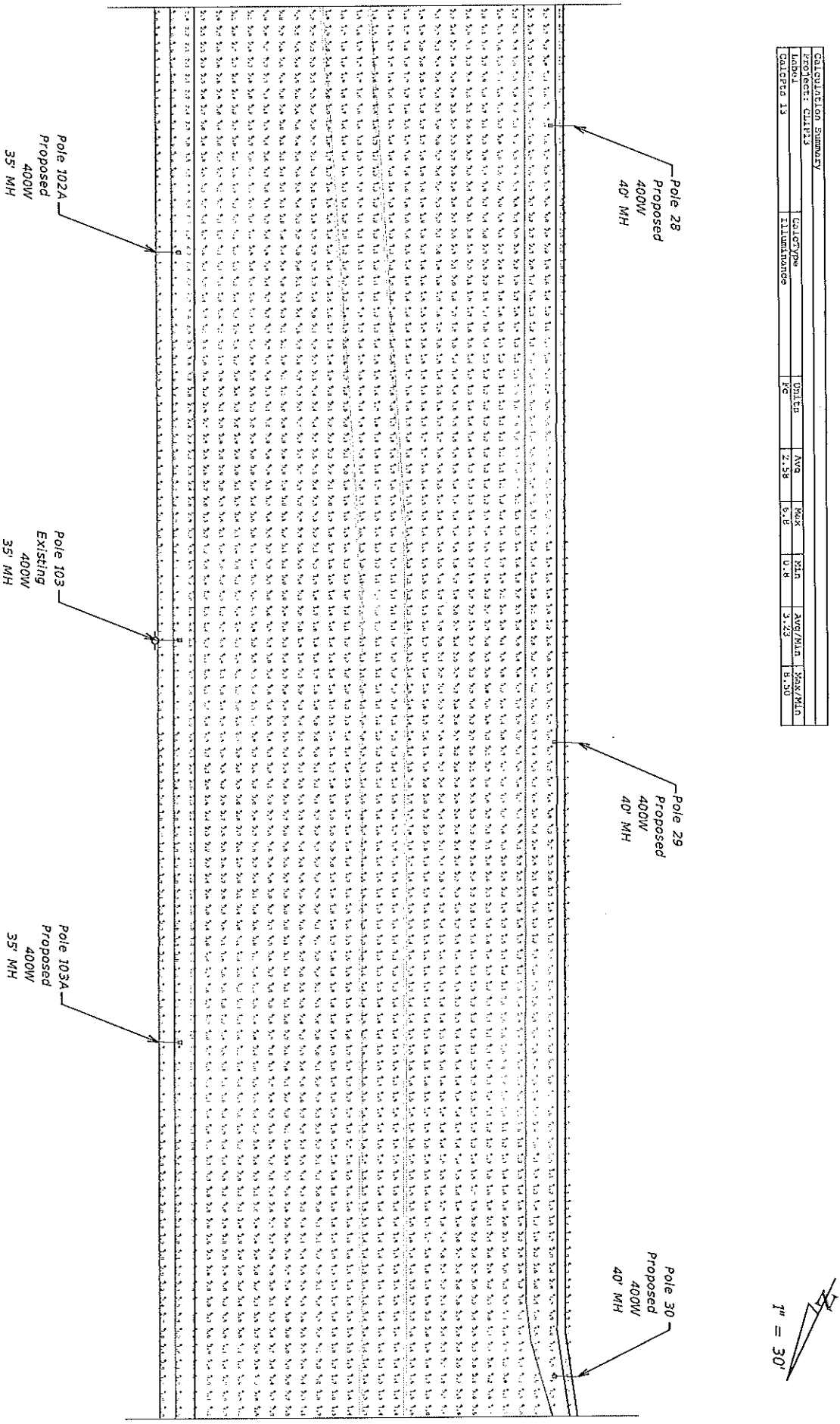
$\angle = 30^\circ$



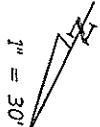
REVISIONS			DATE	DESCRIPTION	 DISTRICT FIVE SOUTHERN S. 17012 P.E. No.: 49406 10 South Woodland Ave. Baldwin, Fla. 32625	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	BY	DESCRIPTION				HOLD NO.	COUNTY	FINANCIAL PROJECT ID	
						NOVA	VOLUSIA	42705-1-58-01	L-12
						743254	6/10/2012	W.S.D./R.P.	
N:\Urban\Development\Traffic Engineering\Drawings\Traffic\Volume 10\Sheet L-12.dwg									



Calculation Summary							
Project: C4183	CalcType	Unit	Avg	Max	Min	Avg/Min	Max/Min
CalCPD 13	illumiance	FC	2.38	8.8	0.8	3.23	11.00



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	DISTRICT	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	COUNTY	PROJECT ID	FINANCIAL PROJECT ID	DATE	PROJECT NAME	SHEET NO.
					Supp. S. 101/12	FLORIDA	NOVA	FLORIDA	42705-158-01			MASON TO FLOMICH	L-13

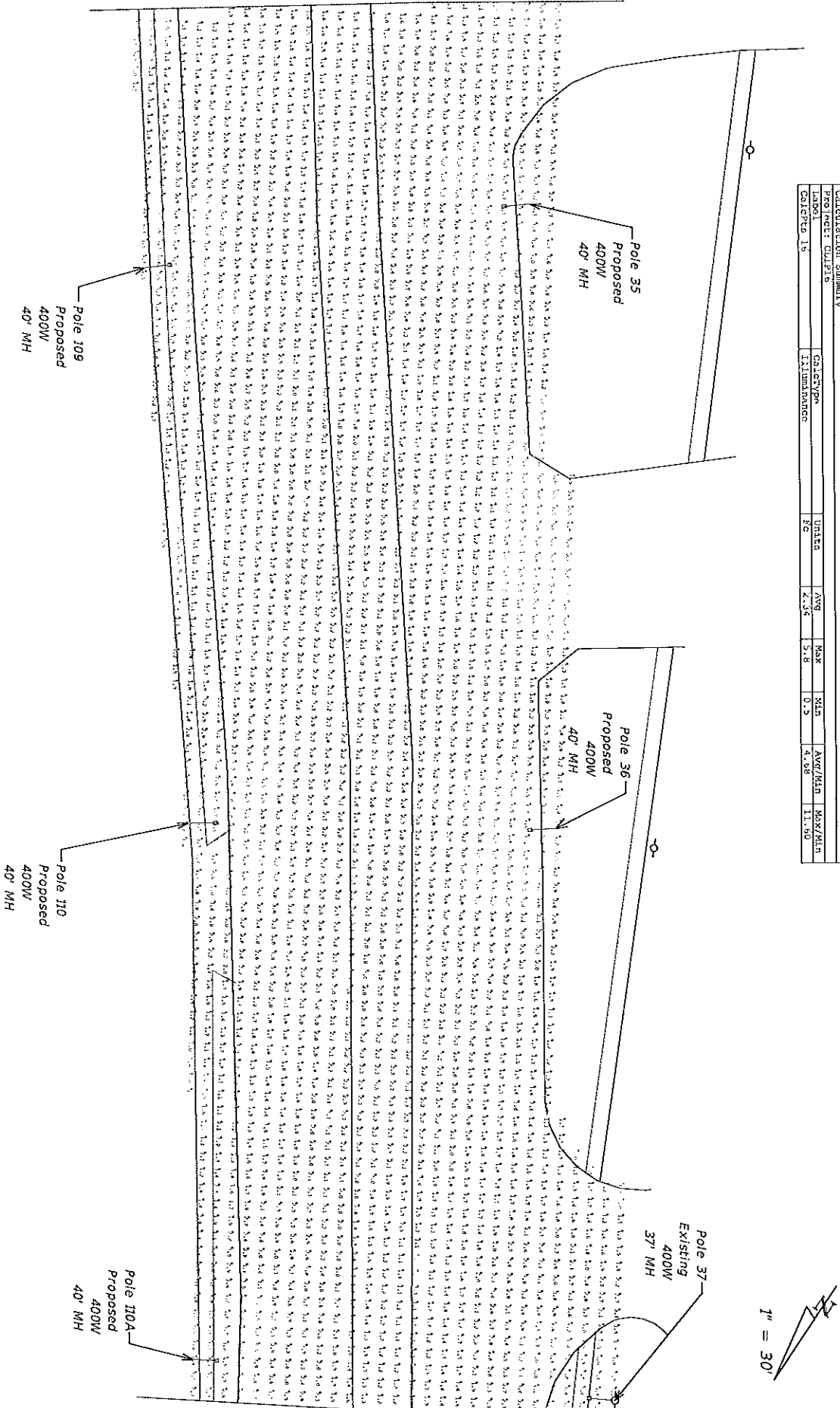


DATE		REVISIONS		DESCRIPTION	
DATE		DATE		DESCRIPTION	
					
DISTRICT TYPE SECTION 05, Horiz P.E. No.: 49006 70 South Boulevard East, Oakton, Virginia 22060					
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION					
ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
NOVA		VOLusia		42705-1-59-01	
LIGHTING PLANS MASON TO PLOMICH					
SHEET NO.					
L-14					

Packet Pg. 97

Packet Pg. 98

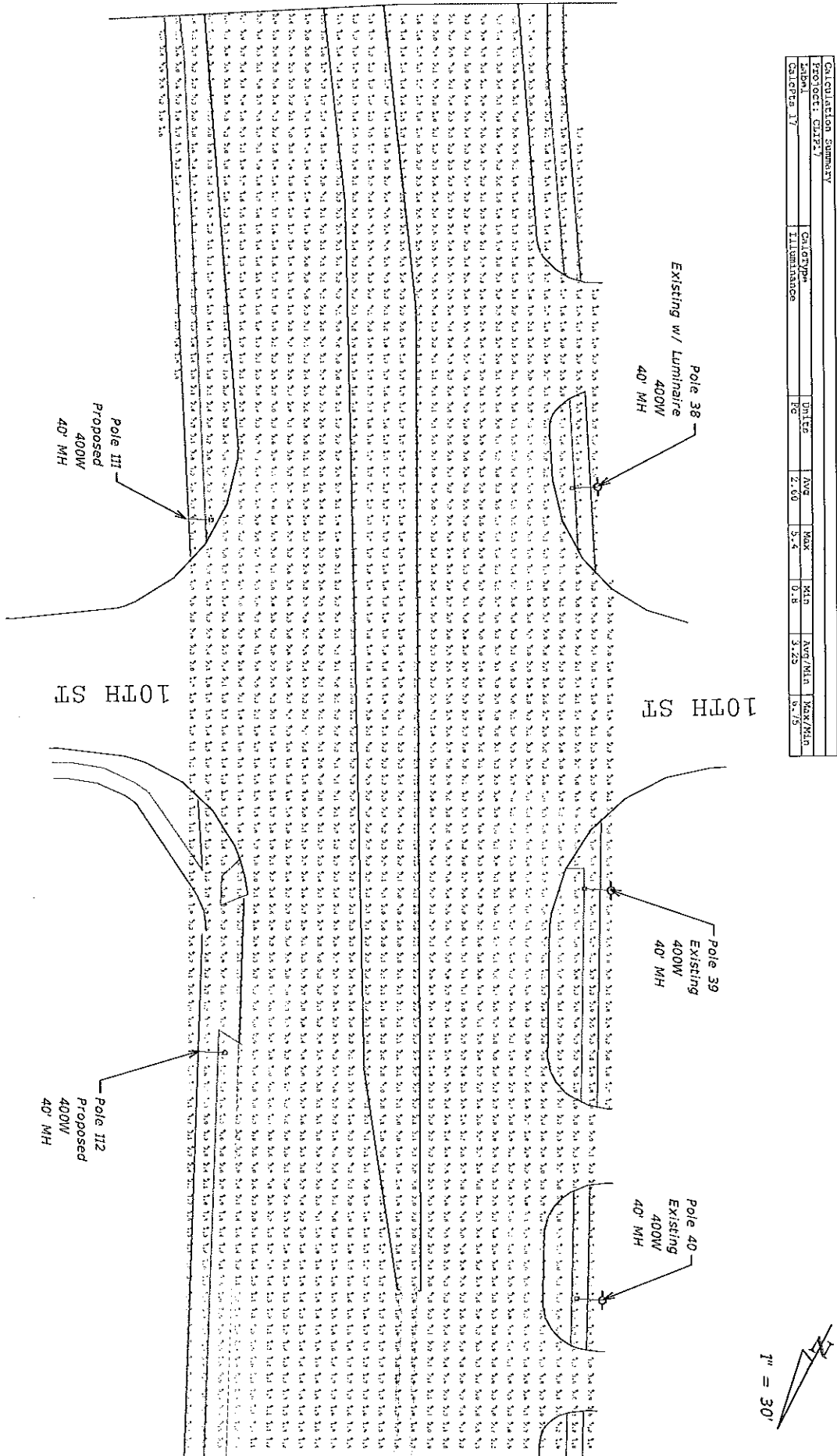
Calculation Summary						
PROJECT CULPIS		CALCULATED		UNITED		
Label	CalcType	CalcType	Unit	Avg	Max	Min
CalcType 15	ILLUMINANCE	ILLUMINANCE	FC	4.34	5.8	0.3
				Avg/Min	Max/Min	
				4.34	11.50	



REVISIONS		DESCRIPTION		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
 DISTRICT ENG. Sigmon S. Hertz P.E. No. 49465 770 South Highway 100 Orlando, Florida 32809 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION NOVA VOLUNTIA 427051-58-01 7/15/2013 8/15/2013 8/15/2013 8/15/2013					
LIGHTING PLANS				SHEET	
MASON TO FLOMICH				NO.	
				L-16	

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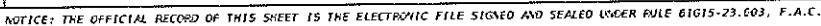
CALCULATION SUMMARY						
PROJECT: 1236	SECTION: 17	DATE: 12/10/2015	AVG	MAX	MIN	AVG/MIN
ADDITIONAL	ILLUMINANCE	FC	2.60	3.4	0.8	3.22
CALCULATED						5.75



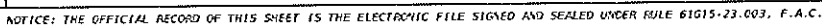
REVISIONS		DESCRIPTION		DATE	
NO.	DATE	DESCRIPTION	DATE	NO.	DATE
1				1	

DISTRICT NO. 5		STATE OF FLORIDA	
SUSAN S. HOLTZ		DEPARTMENT OF TRANSPORTATION	
P.E. No. 49405		COUNTY	
100 South Highway Ave.		TINNAPPEL PROJECT ID	
Duluth, GA 30090		NOVA	
		VOLUSIA	
		42705-1-58-01	

LIGHTING PLANS		SHEET NO.	
MASON TO FLOMICH		1-17	

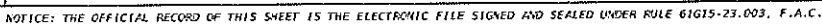


Calculation Summary					
PROJECT: C11210	CALC/POL	UNITS	AVG	MAX	MIN
TABLE: 11	ILLUMINANCE	FC	3.25	7.2	1.0
CALCULATED: 20					
			AVG/MIN	MAX/MIN	
			3.25	7.20	



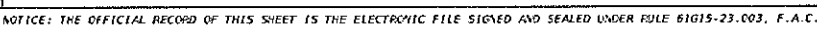
10. *Flammulina*

$\angle = 30^\circ$



ROMANIAN PLAN

$\angle = 30^\circ$



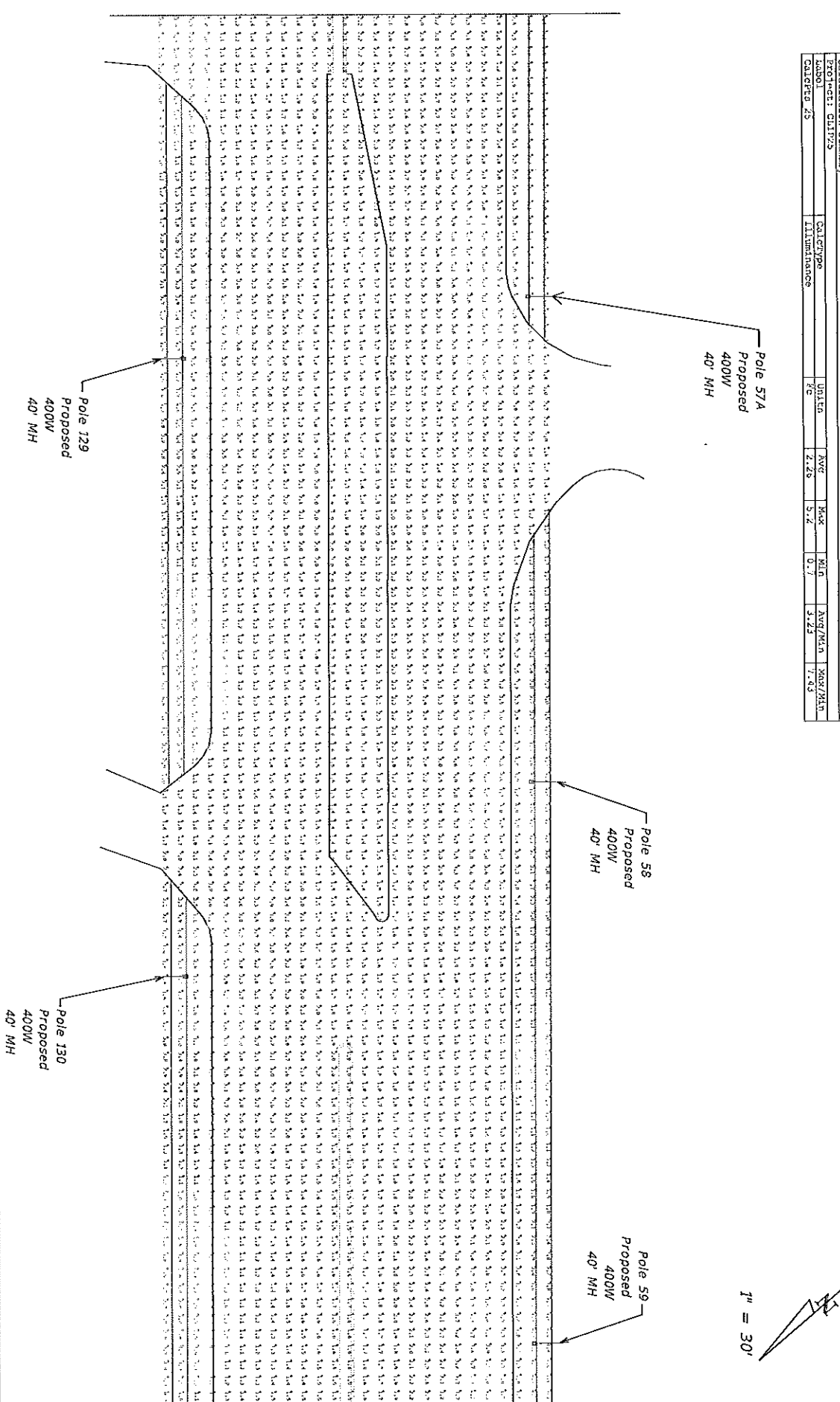
Packet Pg. 106

A diagram of a wedge with an angle of 30° at its base.



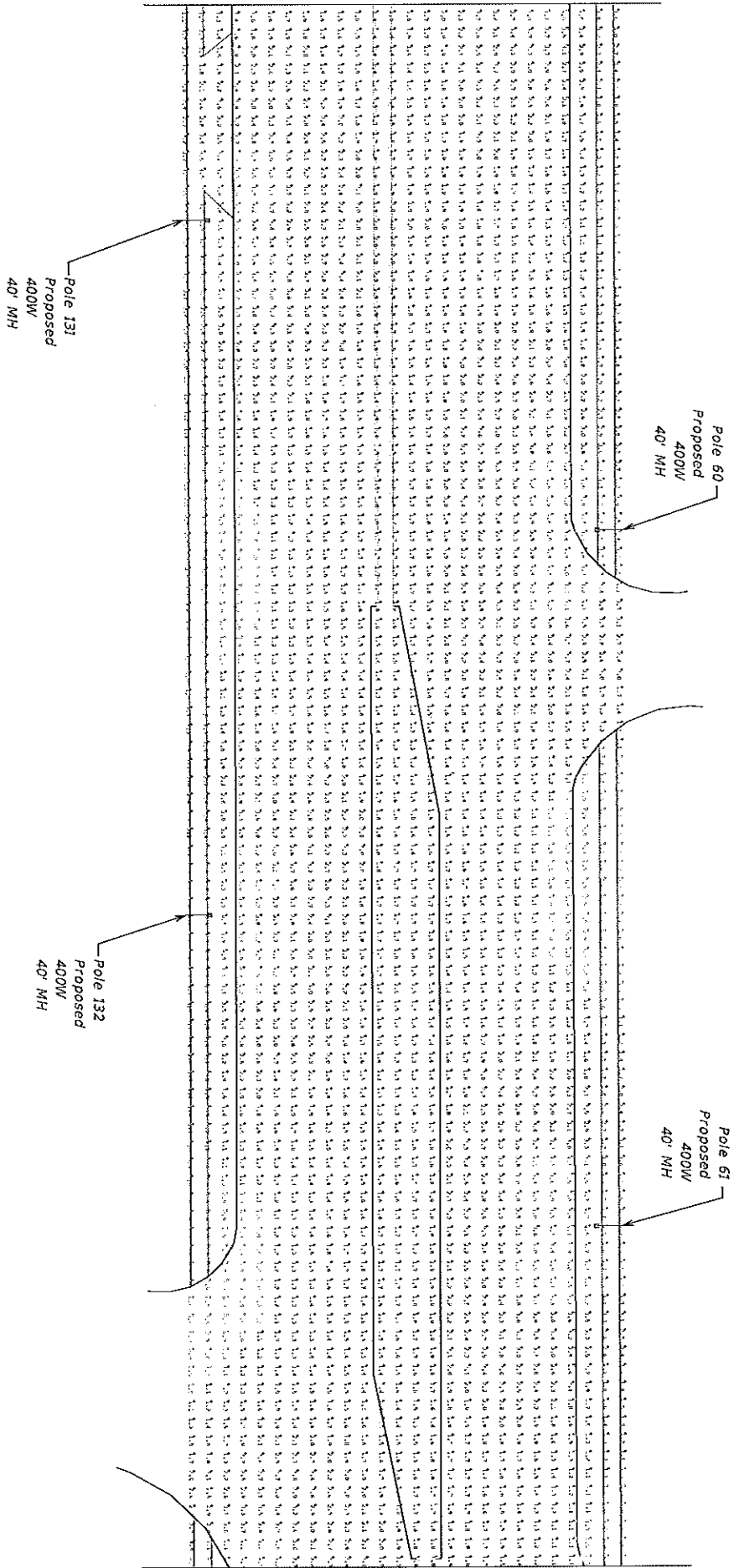
FLORIAN PLAN

CALCULATION SUMMARY					
PROJECT: GUTTS	DATE: 11/18/2020	UNIT: 1/2"	MAX: 5.74	MIN: 0.7	AVG/MIN: 3.43
DATE: 11/18/2020	DATE: 11/18/2020	UNIT: 1/2"	MAX: 5.74	MIN: 0.7	AVG/MIN: 3.43



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	DISTRICT PLAN	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	PROJECT NO.	DATE	SHEET NO.
					SECTION 5, HORIZ	NOVA	NOVA	NOVA	NOVA	42705-1-58-01	NOVA	1-25
					NOVA	NOVA	NOVA	NOVA	NOVA	42705-1-58-01	NOVA	1-25

Calculation Summary						
Project: CLIVE	CalcType	Unit	Avg	Max	Min	Avg/Min
Label	11111111111111111111	FE	2.12	3.0	0.7	3.03
Calculated	46					7.14

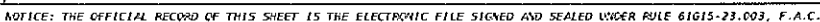


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	DESIGNED BY	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NO.	SHEET NO.
					SURNAME S. HOLTZ P.E. No. 4488 10 South Highway Blvd. Beverly Hills, CA 90208			NOVA	VOLUNTIA	427051-58-01		L-26

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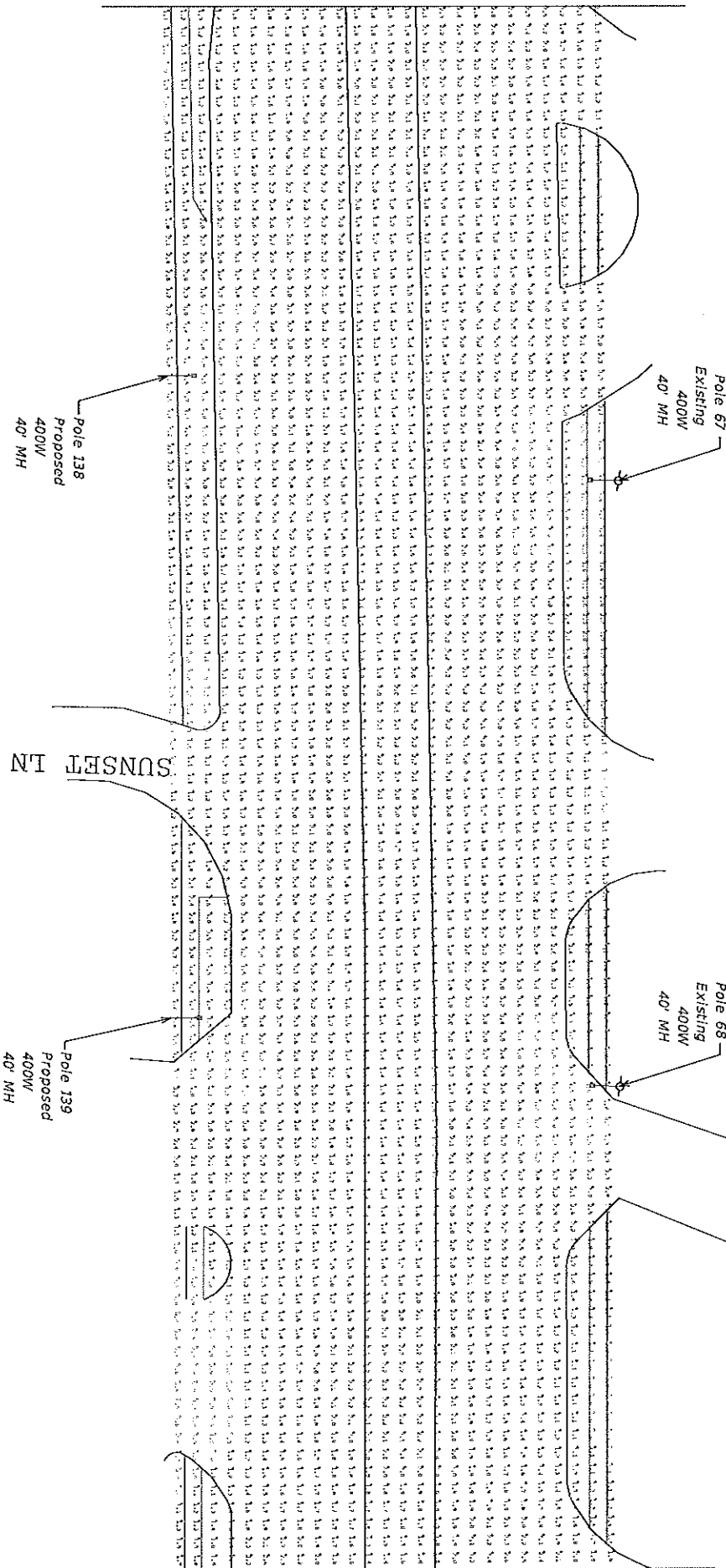
Packet Pg. 110

A diagram showing a triangle with an interior angle labeled $1'' = 30'$.

**Packet Pg. 111**

Calculation Summary					
PROJECT: OLDFY	DATE: 10/15/12	AVG: 4.13	MAX: 5.0	MIN: 0.8	AVG/MIN: 2.66
COLLECTED: 20	ILLUMINANCE: 10				6.25

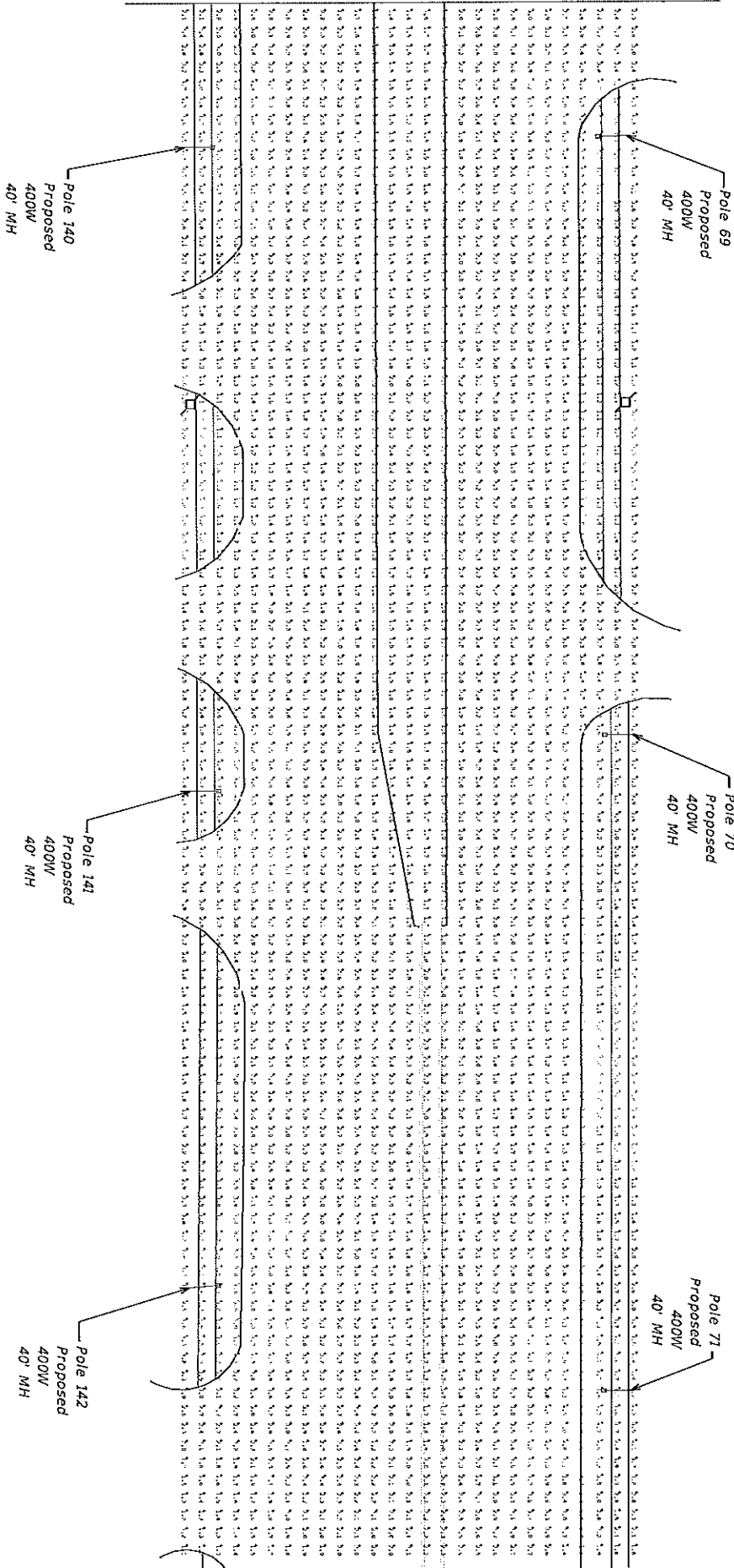
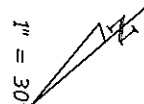
$I' = 30'$



REVISIONS		DESCRIPTION		DATE	
DATE		DESCRIPTION		DATE	
DISTRICT: S. HOLTZ					
P.E. No. 44065					
70 South Woodland Blvd.					
Tallahassee, Florida 32309					
ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
NOVA		VOLUNTIA		427054-58-01	
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		6/16/2012	
LIGHTING PLANS		MASON TO FLOMICH		SHEET NO.	
				L-29	

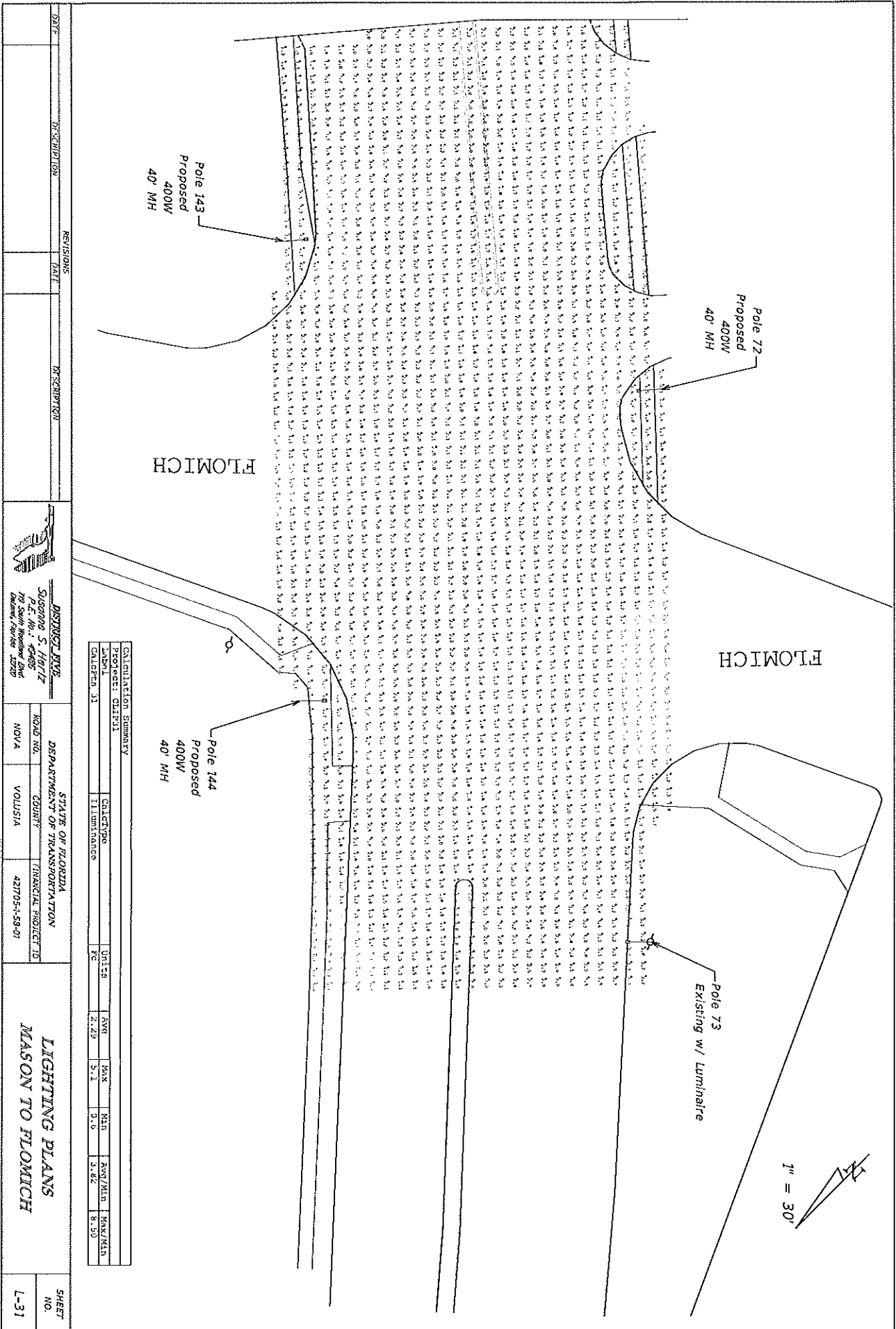
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CALCULATION SUMMARY					
PROJECT CODE: 30	CALCULATION	UNIT	AVG	MAX	RUN
CHIEF: 30	ILLUMINATION	FC	2.50	5.1	0.8
					AVG/MIN
					MAX/MIN
					5.1/3
					6.2/8



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

		DISTRICT FILE SUPERVISOR: S. HORTZ P.E. No.: 40466 IN CHARGE: J. HORTZ PROJECT: 1236	
DEPARTMENT OF TRANSPORTATION ROAD NO. NOVA		STATE OF FLORIDA COUNTY VOLUSIA FINANCIAL PROJECT ID 42705-1-58-01	
LIGHTING PLANS MASON TO FLOMICH		SHEET NO. L-30	



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Kurt Swartzlander
SUBJECT: Agent of Record Insurance Services
NUMBER: (ID # 1237)
APPLICANT:
PLANNER:

DISCUSSION:

In October of 2013 the City extended its contract for Agent of Records service with Brown & Brown to run through November 30, 2015. Staff is desirous of extending this contract for a period of one year. This would require a waiver of our standard purchasing procedures under Section 30-71. Staff is making this request to continue services through Brown and Brown for purposes of continuity. The City is currently in the process of implementing reporting requirements under the Affordable Care Act with the assistance of Brown & Browns expertise in this area. These reporting requirements are for the 2015 calendar year and the assistance of Brown and Brown and their vendor Worxtime are needed for proper implementation and reporting. The cost of Worxtime is being born by Brown & Brown resulting in a savings of approximately \$3,500 for the City. Brown & Brown has agreed to keep their pricing the same as the prior contract pricing.

FISCAL ANALYSIS:

This is fully budgeted in the 2015-2016 Fiscal Year.

STAFF RECOMMENDATION:

Staff recommends approval of a one year extension.

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 waiver of standard purchasing procedures and approve the extension of the Agent of Record services contract for services from December 1, 2015 through November 30, 2016.

- Agent of Record - Brown & Brown (PDF)

INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Brown & Brown, Inc. (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City in all aspects of the City's insurance.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

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

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

a) Employee Benefit Programs. Benefits shall include dental, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 10/01/15 and shall expire on 11/30/16.

The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been

terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of Thirty Five Thousand Dollars and no cents (\$35,000.00) annually for the services rendered. Total compensation shall be paid according to the following schedule:

12/15/15	\$17,500.00
02/15/16	\$ 7,500.00
05/15/16	\$ 5,000.00
08/15/16	\$ 5,000.00

Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$50,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on October 1, 2013.

City of Holly Hill

By: _____

Title: _____

Date: _____

Brown & Brown, Inc. -

By: _____

Title: EVP

Date: 11/29/15

Attachment: Agent of Record - Brown & Brown (1237 : Agent of Record Insurance Services)



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

**City Commission
Resolution**

MEETING DATE: December 8, 2015
FROM: Joseph Forte
SUBJECT: Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114
First Street
NUMBER: (ID # 1238)
APPLICANT:
PLANNER:

DISCUSSION: In July of 2008, the City of Holly Hill purchased the property located at 112 & 114 First Street for the purpose of a retention pond in association with the development of Lots 3, 4, 5, and 6 along First Street. Recently, Mark and Joanne Craig purchased the property at the corner of Mason Ave. And N. Beach Street which extends down to High Street. During the closing of this property, the Craig's were informed that portions of Lots 9, 10 and 1 were sold to the City of Holly Hill as part of the purchase of Lot 2 at 112 & 114 First Street. The Craig's have requested to purchase the portions of Lots 9, 10 and 1 to square off their property and to be able to utilize this portion of the property for related parking. The development along First Street has not taken place due to the changes in the economy. The portion of the property the City will retain is 75' x 100' which will still accommodate a retention pond if needed and is consistent with B-4 zoning. Most of the property in this area, including the property being retained by the City is in the CC1 zoning which requires a minimum lot size of 100' x 100'. However, since there is a small portion of this property listed as B-4, the remaining lot will be consistent with the B4 zoning.

The property currently is and has always been use by the car wash as if it were already owned by the cars wash property.

FISCAL ANALYSIS: The City will receive \$5,100.00 for the sale of this property which is consistent with the appraised value as determined by T. James Cooksey, MAI, CCIM, State Certified Real Estate Appraiser.

STAFF RECOMMENDATION: Staff recommends selling this property for the purpose of squaring off the property lines which will allow the buyers to continue with there intended purpose of providing parking to the business property located on N. Bach Street.

COMMISSION GOAL:

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

MOTION: To authorize the City Manager to execute a Purchase Contract with the requirement that joinder of the property being sold by the City to the property currently own consisting of Lots 9, 10 and 1.

ATTACHMENTS:

- Survey Lots 9, 10 and 1 (PDF)
- Cooksey & Assoc Appraisal of a portion of Lots 9, 10 & 1 (PDF)
- Vacant Land Contract - portions of Lots 9, 10 and 1 (PDF)

Resolution No. (ID # 1238)**SALE OF A PORTION OF LOTS 9, 10 AND 1 AS ASSOCIATED WITH 112 & 114 FIRST STREET****RESOLUTION 2015-R-66**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH MARK CRAIG AND JOANNE CRAIG FOR A PORTION OF THE PROPERTY LOCATED AT 112 & 114 FIRST STREET, IDENTIFIED AS, A PORTION OF LOTS 9, 10 AND 1 PADOVA PARK AS RECORDED IN MAP BOOK 9, PAGE 294 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill purchased the property located at 112 & 114 First Street, Lot 2, in July of 2008; and

WHEREAS, the purpose of the property was to construct a water retention pond in conjunction with the development of the properties along First Street; and

WHEREAS, Mark and Joanne Craig have purchased the property located at the corner of Mason Ave. and N. Beach Street to High Street, Lots 9, 10 and 1; and

WHEREAS, portions of Lots 9,10 and 1 were purchased by the City of Holly Hill when the City purchased Lot 2; and

WHEREAS, the sale of the portions of Lots 9, 10 and 1 will square off the property lines leaving the City will a parcel with the detentions of 75'x100' which is consistent with B-4 zoning and will have no negative effect on any future retention pond; and

WHEREAS, an appraisal conducted by T. James Cooksey, MAI CCIM, State Certified General Real Estate Appraiser, has valued the property at \$5,100.00 Five Thousand, One Hundred Dollars.

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

SECTION 1. The City of Holly Hill is the owner of the property located at 112 & 114 First Street and those portions of Lots 9,10 and 1 as described in the attached survey dated October 3, 2015, job number 15-1145.

SECTION 2. Mark Craig and Joanne Craig who are the owners of Lots 9, 10 and desire to purchase the property identified in the attached survey in the amount of the appraised value of \$5,100.00.

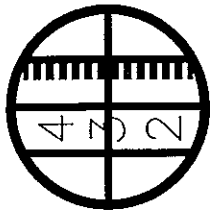
SECTION 3. The City Commission authorizes the City Manager to execute a Purchase Contract.

SECTION 4. SEVERABILITY. If any section, subsection sentence, clause, phrase or portion of the 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.

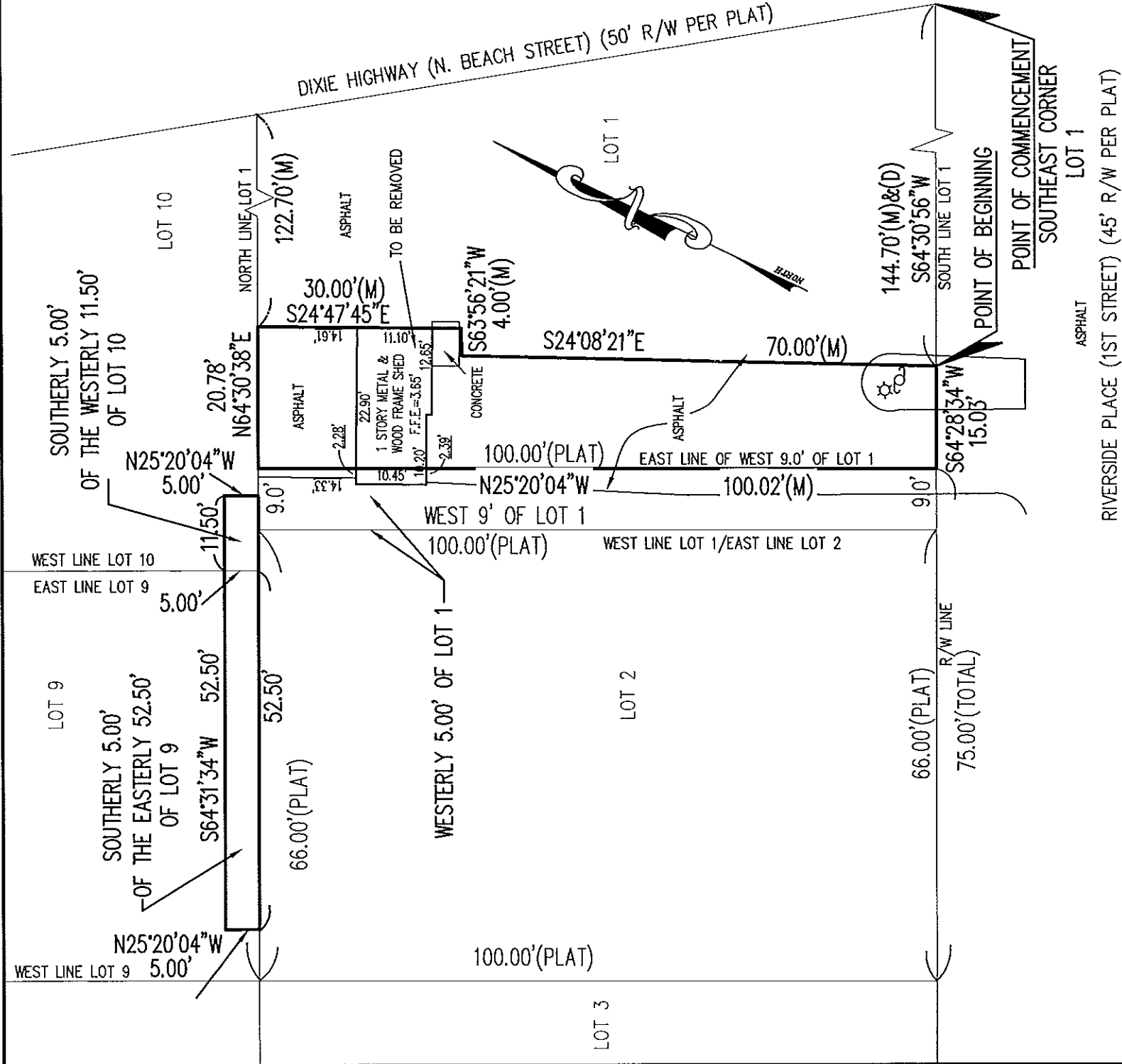
SECTION 6. EFFECTIVE DATE. That this resolution become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED THIS 8TH DAY OF DECEMBER, 2015.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
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www.sligerassociates.com



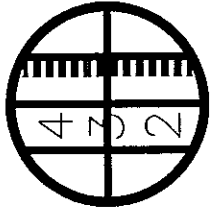
SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

ABBREVIATIONS		SHEET 1 OF 2	
(P)	PLATTED DIMENSION	●	IRON ROD WITH CAP
(D)	DEEDED DIMENSION	○	IRON PIPE
(M)	MEASURED DIMENSION	□	CONCRETE MONUMENT
(C)	CALCULATED DIMENSION	■	PERMANENT REFERENCE MONUMENT
ID	IDENTIFICATION	△	PERMANENT CONTROL POINT
A/C	AIR CONDITIONER	(R)	RADIAL LINE
R/W	RIGHT OF WAY	(NR)	NON-RADIAL LINE
CE	CENTERLINE	○	EXISTING ELEVATION
D	DIMENSION	□	PROPOSED ELEVATION
R	RADIUS		
L	ARC LENGTH		
CB	CHORD BEARING		
FP & L CO.	FLORIDA POWER & LIGHT COMPANY		
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM		
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY		

FOR: CITY OF HOLLY HILL

DESCRIPTION: A PORTION OF LOTS 9, 10 & 1,
PADOVA PARK AS RECORDED IN MAP BOOK 9,
PAGE 294 OF THE PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.
(SEE SHEET 2 OF 2 FOR COMPLETE
DESCRIPTION)

SCALE: 1"=20' FIELD BOOK: PAGE: JOB #15-1145



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127

(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. RECORD PLAT CONTAINS ANGLES ONLY, NO BEARINGS. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON SOUTH LINE OF LOT 1 BEING S64°30'56"W. NORTH ARROW SCALED FROM RECORD PLAT.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER CITY OF DAYTONA BEACH BENCHMARK RMR-17 HAVING A PUBLISHED ELEVATION OF 3.29 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE 'AE'. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0357H. MAP EFFECTIVE DATE: FEB. 19, 2014. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LEGAL DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. OCT. 3, 2015 AT CLIENT REQUEST.

DESCRIPTION: (O.R.B. 4592, PG. 3022)

A PORTION OF LOTS 9 AND 10, AND LOT 1, PADOVA PARK, AS PER MAP RECORDED IN MAP BOOK 9, PAGE 294, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS;

THE SOUTHERLY 5 FEET OF THE EASTERLY 52.5 FEET OF LOT 9; THE SOUTHERLY 5 FEET OF THE WESTERLY 11.5 FEET OF LOT 10; AND THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 144.7 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID SOUTH LINE OF LOT 1, 15.03 FEET; THENCE DEPARTING SAID SOUTH LINE, N25°20'04"W, 100.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE N64°30'38"E, ALONG THE NORTH LINE OF SAID LOT 1, 20.78 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 1, S24°47'45"E, ALONG THE EAST WALL OF A CONCRETE BLOCK SHED, 30.00'; THENCE S63°56'21"W, 4.00 FEET; THENCE S24°08'21"E, 70.00 FEET TO THE SOUTH LINE OF LOT 1 AND THE POINT OF BEGINNING.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: PORTION OF LOTS 9, 10 & 1, PADOVA PARK

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER	
SKETCH OF	CITY OF HOLLY HILL NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.	OCT. 3, 2015	15-1145	
DESCRIPTION				

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CITY OF HOLLY HILL

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	OCT. 3, 2015	15-1145		JR	STK
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RE-CERTIFICATION					
PROPOSED HOUSE LOCATION					

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 61
MICHAEL S. MURPHY, P.S.M. NO. 620

1230 No. U.S. Highway 1
Suite 28
Ormond Beach, FL. 32174

386.252.1293 phone



COOKSEY & ASSOCIATES, INC.
Real Estate Appraisers, Consultants

info@cookseyassociates.com
Est. 1992

33 East Robinson Street
Suite 107
Orlando, FL. 32801

386.254.6992 facsimile

August 28, 2015

Mr. James Perry
998 N Beach St
Holly Hill, FL 32117

Re: Appraisal Report, Real Estate Valuation
City Owned Lot
112 and 114 1st St
Holly Hill, Florida 32117

File Number: 8090

Dear Mr. Perry:

At your request, I have appraised a real property interest for the above real estate. My objective was to form an opinion regarding the contributory market value for a 100% ownership interest in the subject property's fee simple estate assuming no liens or encumbrances other than normal covenants and restrictions of record. The property may be briefly described as follows:

The subject tracts are a portion of lots 9, 10 and 1, Padova Park, MB 9, Page 294 which were unintentionally conveyed to the City of Holly Hill with Lot 2, Padova Park. The tracts total $\pm 2,870$ square feet and are to be assembled to a parent tract which contains 32,371 square feet in addition to commercial and residential improvements.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 6). Acceptance of this report constitutes an agreement with these conditions and assumptions.

After careful consideration of all factors pertaining to and influencing value, the data and analyses thereof firmly supports the following final value opinion regarding the contributory market value of the subject (exception) tract.

\$5,100

Five Thousand, One Hundred Dollars

Respectfully submitted,
Cooksey & Associates, Inc.

T. James Cooksey, MAI, CCIM
State-Certified General Real Estate Appraiser
RZ343

Vacant Land Contract**PARTIES AND DESCRIPTION OF PROPERTY**

2* 1. SALE AND PURCHASE: _____ CITY OF HOLLY HILL ("Seller")
 3* and _____ Mark Craig & Joanne Craig ("Buyer")

4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

5* Address: _____

6* Legal Description: A PORTION OF LOTS 9, 10 & 1, PADOVA PARK AS RECORDED IN MAP BOOK 9, PAGE 294 OF HTE
 7* PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. (SEE ATTACHED SURVEY FOR COMPLETE LEGAL
 8* DESCRIPTION)
 9* _____
 10* _____
 11* _____

12* including all improvements and the following additional property: _____
 13* _____
 14* _____

PRICE AND FINANCING

15
 16* 2. PURCHASE PRICE: \$ _____ \$5,100 payable by Buyer in U.S. funds as follows:

17* (a) \$ _____ Deposit received (checks are subject to clearance) on _____ by
 18* _____ for delivery to _____ ("Escrow Agent")
 19* _____ Signature _____ Name of Company _____

20* (Address of Escrow Agent) _____
 21* (Phone # of Escrow Agent) _____

22* (b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
 23* or _____ days from Effective Date (10 days if left blank).

24* (c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25* (d) \$ _____ Other: _____

26* (e) \$ _____ \$5,100 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
 27* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

28* ☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
 29* used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____)
 30* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total
 31* area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this
 32* Contract. The following rights of way and other areas will be excluded from the calculation: _____
 33* _____

34* 3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.
 35* ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
 36* "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
 37* occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
 38* and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
 39* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract
 40* and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

41* ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
 42* _____ % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will
 43* keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage
 44* broker to disclose all such information to Seller and Broker.

45* ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
 46* amount of \$ _____, bearing annual interest at _____ % and payable as follows: _____
 47* _____

48* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
 49* accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50* Buyer MC OK and Seller acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

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Serial#: 065830-200137-8135363

Attachment: Vacant Land Contract - portions of Lots 9, 10 and 1 (1238 : Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114 First

option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before 12/15/15 on or before ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on the deed *mcjs*

Recording fees for documents needed to cure title *mcjs*

~~Title evidence (if applicable under Paragraph 8)~~ *mcjs*

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy at the simultaneous issue rate

Inspections

Survey and sketch

Insurance

Other: _____ Buyer to pay all closing costs and recording fees

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☒ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ (2) **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

Buyer *(mcjs)* and **Seller** () () acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

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if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☒ **Buyer** ☐ **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

☐ **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☒ **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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Attachment: Vacant Land Contract - portions of Lots 9, 10 and 1 (1238 : Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114 First

installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as _____; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above.

(d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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Attachment: Vacant Land Contract - portions of Lots 9, 10 and 1 (1238 : Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114 First

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

332* _____
 333* Selling Sales Associate/License No. _____ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____
 334* _____
 335* Listing Sales Associate/License No. _____ Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

358* Buyer ONE GC and Seller _____ acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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Attachment: Vacant Land Contract - portions of Lots 9, 10 and 1 (1238 : Sale of a Portion of Lots 9, 10 and 1 as Associated with 112 & 114 First

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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 OFFER AND ACCEPTANCE

378* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
380* copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on _____, _____, this offer will be
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

383* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385 the date the counter is delivered. ☐ Seller rejects Buyer's offer.

386* Date: 11/23/15 Buyer: Mark A. Craig
387* Print name: Mark A. Craig
388* Date: 11/23/15 Buyer: Joanne J. Craig
389* Phone: 813 952 2611 Print name: Joanne J. Craig
390* Fax: _____ Address: 915 Bunker View Dr. Apollo Beach FL 33522
391* E-mail: JJCraig915@gmail.com

392* Date: _____ Seller: _____
393* Print name: _____

394* Date: _____ Seller: _____
395* Phone: _____ Print name: _____
396* Fax: _____ Address: _____
397* E-mail: _____

398* Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer (MC) (JC) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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

**City Commission
Resolution**

MEETING DATE: December 8, 2015
FROM: Joseph Forte
SUBJECT: Limiting the Jurisdiction of the VGMC
NUMBER: (ID # 1240)
APPLICANT:
PLANNER:

DISCUSSION: Details are contained in the attached Resolution

FISCAL ANALYSIS: None

STAFF RECOMMENDATION: As discussed by the City Commission.

COMMISSION GOAL:

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

MOTION: To approve the Resolution as submitted.

ATTACHMENTS:

- VGMC - RESOLUTION December 8, 2015 (DOCX)

Resolution No. (ID # 1240)**LIMITING THE JURISDICTION OF THE VGMC****RESOLUTION 2015-R-67**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, REQUESTING THE VOLUSIA CHARTER REVIEW COMMISSION TO RECOMMEND AN AMENDMENT TO THE VOLUSIA COUNTY LIMITING THE JURISDICTION OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION TO ONLY CONDUCT REVIEWS AND HEARINGS OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS OF LOCAL GOVERNMENTAL ENTITIES WHEN AN OBJECTION TO A PROPOSED COMPREHENSIVE PLAN AMENDMENT IS FILED BY ANOTHER LOCAL GOVERNMENTAL ENTITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted the Growth Management Act (Act), which requires local governmental entities to adopt comprehensive plans to establish policies for the future growth within their jurisdiction; and

WHEREAS, furthermore it is the intent of the Act for counties and municipalities to cooperate and coordinate planning with each other, regional agencies and the State and specifically states:

It is the intent of this act to encourage and ensure cooperation between and among municipalities and counties and to encourage and ensure coordination of planning and development activities of units of local government with the planning activities of regional agencies and state government in accord with applicable provisions of law.

WHEREAS, in addition to the Act, in 1986 the Volusia County Charter (Charter) was amended to create the Volusia Growth Management Commission (VGMC) and the Charter amendment contained the following language:

There is hereby created the Volusia Growth Management Commission (hereafter commission). The commission shall have the power and the duty to determine the consistency of the municipalities' and county's comprehensive plans and any amendments thereto with each other.

WHEREAS, these two provisions clearly indicate that the main purpose of the VGMC is to provide a forum through which local governmental entities can resolve differences regarding comprehensive plans; and

WHEREAS, if the role of the VGMC was limited to resolving disputes between local governmental entities regarding comprehensive plans, the VGMC would provide a valuable, cost saving service by avoiding the administrative hearing process provided in State law to resolve such disputes; and

WHEREAS, however, the VGMC has not limited its role to resolving disputes among local governmental entities, but has become a forum that is used by opponents to growth and development to delay and frustrate the legislative growth policies adopted by local governmental entities; and

WHEREAS, the VGMC has interpreted its role to intervene in growth management policy decisions even if all local governmental entities are in agreement as to consistency; and

WHEREAS, the vast majority of the VGMC hearings have not been the result of disputes between local governmental entities, but objections filed by other parties; and

WHEREAS, the VGMC is a costly process funded by the taxpayers of Volusia County. The VGMC reviews every proposed comprehensive plan amendment in Volusia

County and hearings are easily requested. Such a process has been used to delay and frustrate growth. The VGMC is not required by State law and Volusia County is the only county in the State with such an added layer of review. This puts Volusia County at a disadvantage when competing with other jurisdictions for new businesses who do not have such an added layer of bureaucracy; and

WHEREAS, each local governmental entity has the sovereign authority to adopt its own growth management policies thereby establishing how that community will grow. The VGMC was never intended to be a second forum to review and hear objections to growth management policies adopted by local governmental entities. Such a review would violate the sovereignty of the local government to establish its own growth management policies. The VGMC should only be involved when a local government entity believes that a proposed comprehensive plan amendment of another local governmental entity would have adverse impacts beyond the adopting agencies jurisdiction and negatively impact adjacent local government entities. If a local governmental entity proposed a comprehensive plan amendment and no local governmental entity raises an objection, there is no need for the VGMC to review the proposed amendment and conduct a hearing; and

WHEREAS, the County Charter should be amended to limit the VGMC involvement to only when an objection to a comprehensive plan amendment is timely filed by another local governmental entity; and

WHEREAS, BY limiting the role of the VGMC to its primary purpose will not adversely affect the public's right to participate in the adoption of the growth policies of the local governmental entities and to pursue the administrative review provided under State law.

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

Section 1. The City Council of the City of Holly Hill hereby requests the Volusia Charter Review Commission to recommend an amendment to the Volusia County Charter limiting the jurisdiction of the VGMC to only conduct reviews and hearings of proposed comprehensive plan amendments of local governmental entities when an objection to a proposed comprehensive plan amendment is filed by another local governmental entity.

Section 2. The City Manager is hereby directed to forward this Resolution to the Volusia Charter Review Commission.

Section 3. 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 4. All resolutions made in conflict with this Resolution are hereby repealed.

Section 5. This Resolution shall take effect upon adoption.

APPROVED AND AUTHENTICATED THIS 8TH DAY OF DECEMBER, 2015.

RESOLUTION 2015-R-XX

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, REQUESTING THE VOLUSIA CHARTER REVIEW COMMISSION TO RECOMMEND AN AMENDMENT TO THE VOLUSIA COUNTY LIMITING THE JURISDICTION OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION TO ONLY CONDUCT REVIEWS AND HEARINGS OF PROPOSED COMPREHENSIVE PLAN AMENDMENTS OF LOCAL GOVERNMENTAL ENTITIES WHEN AN OBJECTION TO A PROPOSED COMPREHENSIVE PLAN AMENDMENT IS FILED BY ANOTHER LOCAL GOVERNMENTAL ENTITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted the Growth Management Act (Act), which requires local governmental entities to adopt comprehensive plans to establish policies for the future growth within their jurisdiction.

WHEREAS, furthermore it is the intent of the Act for counties and municipalities to cooperate and coordinate planning with each other, regional agencies and the State and specifically states:

It is the intent of this act to encourage and ensure cooperation between and among municipalities and counties and to encourage and ensure coordination of planning and development activities of units of local government with the planning activities of regional agencies and state government in accord with applicable provisions of law.

WHEREAS, in addition to the Act, in 1986 the Volusia County Charter (Charter) was amended to create the Volusia Growth Management Commission (VGMC) and the Charter amendment contained the following language:

There is hereby created the Volusia Growth Management Commission (hereafter commission). The commission shall have the power and the duty to determine the consistency of

the municipalities' and county's comprehensive plans and any amendments thereto with each other.

WHEREAS, these two provisions clearly indicate that the main purpose of the VGMC is to provide a forum through which local governmental entities can resolve differences regarding comprehensive plans.

WHEREAS, if the role of the VGMC was limited to resolving disputes between local governmental entities regarding comprehensive plans, the VGMC would provide a valuable, cost saving service by avoiding the administrative hearing process provided in State law to resolve such disputes.

WHEREAS, however, the VGMC has not limited its role to resolving disputes among local governmental entities, but has become a forum that is used by opponents to growth and development to delay and frustrate the legislative growth policies adopted by local governmental entities.

WHEREAS, the VGMC has interpreted its role to intervene in growth management policy decisions even if all local governmental entities are in agreement as to consistency.

WHEREAS, the vast majority of the VGMC hearings have not been the result of disputes between local governmental entities, but objections filed by other parties.

WHEREAS, the VGMC is a costly process funded by the taxpayers of Volusia County. The VGMC reviews every proposed comprehensive plan amendment in Volusia County and hearings are easily requested. Such a process has been used to delay and frustrate growth. The VGMC is not required by State law and Volusia County is the only county in the State with such an added layer of review. This puts Volusia County at a disadvantage when competing with other jurisdictions for new businesses who do not have such an added layer of bureaucracy.

WHEREAS, each local governmental entity has the sovereign authority to adopt its own growth management policies thereby establishing how that community will grow. The VGMC was never intended to be a second forum to review and hear objections to growth management policies adopted by local governmental entities. Such a review would violate the sovereignty of the local government to establish its own growth management policies. The VGMC should only be involved when a local government entity believes that a proposed comprehensive plan amendment of another local governmental entity would have adverse impacts beyond the adopting agencies jurisdiction and negatively impact adjacent local government entities. If a local governmental entity proposed a comprehensive plan amendment and no local governmental entity raises an objection, there is no need for the VGMC to review the proposed amendment and conduct a hearing.

WHEREAS, the County Charter should be amended to limit the VGMC involvement to only when an objection to a comprehensive plan amendment is timely filed by another local governmental entity.

WHEREAS, BY limiting the role of the VGMC to its primary purpose will not adversely affect the public's right to participate in the adoption of the growth policies of the local governmental entities and to pursue the administrative review provided under State law.

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

Section 1. The City Council of the City of Holly Hill hereby requests the Volusia Charter Review Commission to recommend an amendment to the Volusia County Charter limiting the jurisdiction of the VGMC to only conduct reviews and hearings of proposed comprehensive plan amendments of local governmental entities when an objection to a proposed comprehensive plan amendment is filed by another local governmental entity.

Section 2. The City Manager is hereby directed to forward this Resolution to the Volusia Charter Review Commission.

Section 3. 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 4. All resolutions made in conflict with this Resolution are hereby repealed.

Section 5. This Resolution shall take effect upon adoption.



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Valerie Manning
SUBJECT: Florida State Legislature - Utility Relocation Costs
NUMBER: (ID # 1241)
APPLICANT:
PLANNER:

DISCUSSION:

SB 896 and HB 391, previously considered during the 2015 session by the State Legislature, and any similarly drafted bills during the 2016 legislative session, would dramatically and negatively affect local government's ability to fulfill its obligations to its citizens in the area of transportation projects by transferring the costs of utility relocations to local government and its constituent taxpayers, thereby further burdening local government and its taxpayers with heretofore non-existent costs.

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

To oppose any bills during the 2016 legislative session that would mandate local governments to bear the cost of relocating utility equipment when the equipment is located within a public utility easement or rights-of-way.

COMMISSION GOAL:

MOTION:

As staff has recommended.



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

**City Commission
Resolution**

MEETING DATE: December 8, 2015
FROM: Joseph Forte
SUBJECT: CRA Master Plan Update Financial Incentives
NUMBER: (ID # 1226)
APPLICANT:
PLANNER:

DISCUSSION: The CRA Master Plan is in need of updating the Financial Incentives Section of the plan. On November 8, 2015 the City of Holly Hill Community Redevelopment Agency recommended the City Commission support and approve the attached Section of the Master Plan titled 4.7 Incentives to provide for grants as well as public/private partnerships to assist in the development of properties in the CRA Area.

FISCAL ANALYSIS: As determined by commission action

STAFF RECOMMENDATION: As discussed by the Commission

COMMISSION GOAL:

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

MOTION: To approve the Financial Incentives as presented.

ATTACHMENTS:

- 4.7 Incentives (PDF)

Resolution No. (ID # 1226)**CRA MASTER PLAN UPDATE FINANCIAL INCENTIVES****RESOLUTION 2015-R-64****A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE THIRD AMENDMENT OF THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA MASTER PLAN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill adopted the City of Holly Hill Community Development Area Master on October 23, 2007; and

WHEREAS, the first amendment to the City of Holly Hill Community Redevelopment area Master Plan was approved on January 8, 2008; and

WHEREAS, the second amendment to the City of Holly Hill Community Redevelopment area Master Plan was approved by the Holly Hill City Commission on December 10, 2013 and provided for a guide to develop the property located at 1200 Center Avenue for its highest and best use while meeting the goals and objectives of the City of Holly Hill Community Redevelopment area Master Plan; and

WHEREAS, the Financial Incentives of the CRA Master Plan are in need up updating in the form of grants and public/private partnerships; and

WHEREAS, That on November 10, 2015, the Community Redevelopment Agency recommended to the City Commission to adopt the Third Amendment to the City of Holly Hill Community Redevelopment Plan incorporating section 4.7 Financial Incentives as part of the City of Holly Hill Community Redevelopment Area Master Plan.

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

SECTION 1. The City Commission hereby approves and adopts the third amendment to the CRA Master Plan incorporating into the CRA Master Plan Section 4.7 Incentives as presented in the attached document.

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. The Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of December, 2015.

4.7 Financial Incentives

The CRA offers financial incentives in the form of grants and public/private partnerships.

GRANTS: Grants are intended to provide financial assistance to individual industrial, commercial and residential properties to enhance the appearance of the property. The appearance(s) of homes and businesses plays an important role in creating a positive image of the residential and business district while improving the quality of life in the CRA. Grants may provide financial assistance for demolition of existing structures which are part of a planned redevelopment of the property; industrial and commercial façade improvement grants; industrial and commercial landscape grants and residential improvement grants. Applications shall be reviewed and funded on a first come first serve basis. Funding shall be paid on a reimbursement basis upon final inspection and acceptance by the City. Once budgeted funding is committed for approved grants, no other applications shall be funded for that fiscal year. All Grants are subject to funding availability approved and authorized by the CRA and City Commission in the annual budget. Once approved funding for the year has been allocated to approved grants, the CRA shall not accept any applications for grants for the remainder of the fiscal year. The maximum reimbursement of any grant shall not exceed 50% of the reimbursable costs. City and CRA staff shall establish guidelines and criteria for determining the reimbursable expenses and the percentage reimbursed up to a maximum of 50%. The grant application must be submitted and approved by the CRA before commencing any work to be eligible for a grant.

- *Demolition Matching Grant* - All commercial and residential approved demolition projects for the removal of all structures on the property.
- *Industrial and Commercial Façade Matching Grant* – This façade grant will reimburse qualifying expenditures for repairing, replacing and the exterior of industrial and commercial structures.
- *Industrial and Commercial Landscape Matching Grant* – This landscape grant will reimburse expenditures for qualifying landscape improvements for industrial and commercial properties.

PUBLIC/PRIVATE PARTNERSHIPS: Public/private partnerships are intended for the CRA to participate with a larger financial contribution than a grant for projects that create new, high-paying jobs, provide a substantial increase in the assessed valuation of the property or otherwise provide a significant benefit to the community due to the potential positive benefits provided by the project. Each proposed project will be reviewed on an individual basis and the determination of CRA participation shall be in the CRA's sole discretion. Projects that do not qualify for a public/private partnership shall be considered for potential grants discussed above, but a project cannot qualify for both. The terms and conditions of the public/private partnership including the financial contribution by the CRA and the duration of said contribution shall be outlined in a redevelopment agreement with the CRA. Only CRA revenue generated from the project shall be use for reinvestment in the project.

- *Parking Structures* - The CRA is basically fully developed with minimal land for parking. The CRA desires to partner with existing or new business to develop an off-site parking

garage with a shuttle service to transport employees and customers to the participating businesses.

- *Future Mixed Use/Industrial/Commercial Development* - The CRA is willing to participate in the redevelopment of large mixed use/commercial/industrial projects which in the CRA's sole determination provide a significant benefit to the community in terms of creation of new, high paying jobs; substantial increase in assessed value; substantial revitalization for the area of the CRA and such other significant redevelopment projects that warrant the City's participation. The CRA's participation may be in the form of a job incentive payment for qualifying, high-paying jobs and reimbursement of qualifying capital expense incurred in the redevelopment of the site. All incentives shall be negotiated and agreed to in a written redevelopment agreement. Maximum incentive available shall be limited to the revenue generated from the property being redeveloped.
- *Cultural/Civic/Multi-purpose Center Development* - The CRA lacks available space for cultural events and space for civic functions. The CRA is interested in partnering with private interest to have a successful cultural arts and civic center.



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Mark Juliano
SUBJECT: Public Works Complex Main Switchgear Replacement
NUMBER: (ID # 1231)
APPLICANT:
PLANNER:

DISCUSSION:

The main switchgear that feeds the Public Works Complex, which includes both the water and wastewater treatment facilities, is equipment that is obsolete and providing maintenance problems. Any downtime of this switchgear requires costly temporary generators to provide main power to one of these treatment facilities. Additionally the transfer switch for the permanent generator requires replacement. This electrical gear has been in service for almost 30 years. The proposed replacement is consistent with the need for the facilities to stay in full compliance with the regulatory agencies and protect the health, safety and the welfare of the citizens of Holly Hill.

This change order is to add a 1200A installed spare breaker to the project scope.

When the project was designed, the City intended to install one spare breaker for each size breaker in the new switchgear being provided and installed. The 1200 amp spare breaker was not included in the bid document project scope. To ensure the redundancy and reliability of the switchgear system needed for operation of the plant time the City has executed this change order to put the spare breaker into the contract.

The budget allocation for this project is \$310,000.00, with a contract award of \$295,000.00. There are more than sufficient contingency funds available to accommodate this change order. The amount of the change order is \$12,758.00. The new contract price will be \$307,758.00.

FISCAL ANALYSIS:

This project is fully funded in the water and wastewater utility renewal and replacement fund.

STAFF RECOMMENDATION:

Approve the change order and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THIS CHANGE ORDER TO ADD A 1200A INSTALLED SPARE BREAKER TO THE PROJECT SCOPE.

- Switchgear Change Order (PDF)

CHANGE ORDER FORM

PROJECT: City of Holly Hill
Public Works Complex Main Switchgear Replacement

CHANGE ORDER NO. 1

CONTRACTOR: LaTour Enterprizes, Inc. dba Economy Electric Company

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$ 295,000.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: <u>May 1, 2016</u> Final Completion: <u>May 31, 2016</u>
Net changes from previous Change Orders No. <u> </u> to No. <u> </u>. <u>\$ N/A</u>	Changes in contract time from previous Change Orders No. <u> </u> to No. <u> </u>. <u>N/A</u> Days
Contract Price prior to this Change Order: <u>\$ 295,000.00</u>	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: <u>\$ 12,758.00</u>	Changes in contract time requested this Change Order <u>0</u> Days
Contract Price with all approved Change Orders: <u>\$ 307,758.00</u>	Contract Times with all approved Change Orders: Final Completion: <u>May 31, 2016</u>

Attachment: Switchgear Change Order (1231 : Public Works Complex Main Switchgear Replacement)

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: \$12,758.00 net increase to the contract price.

CONTRACT TIME: 0 day increase to the contract time.

III. JUSTIFICATION:

This change order is to add a 1200A installed spare breaker to the project scope. It was intended that each size breaker would have an installed spare in the new switchgear being provided and installed. The 1200A spare breaker was not included in the bid document project scope. At this time the City desires to add this installed spare breaker for redundancy and reliability of the switchgear system. See attached change order request from the Contractor for breaker details.

- IV. PAYMENT: Payment for such changes shall be made with the progress payments to the Contractor, as described in the Contract.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

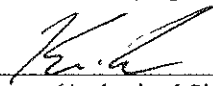
The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Quentin L. Hampton Associates, Inc.

(Engineer)

By: 

(Authorized Signature)

11/11/15

(Date)

Kevin Lee, P.E., Project Manager

Name Typed

APPROVED BY:

City of Holly Hill

Owner

By: _____

(Authorized Signature)

(Date)

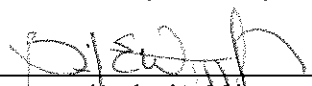
Joseph Forte, City Manager

Name Typed

ACCEPTED BY:

Economy Electric Company

(Contractor)

By: 

(Authorized Signature)

11/11/15

(Date)

BILLY WIGGINS JR

Name Typed

END OF SECTION



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

**City Commission
Agenda Item**

MEETING DATE: December 8, 2015
FROM: Mark Juliano
SUBJECT: Lift Station #17 Rehabilitation
NUMBER: (ID # 1232)
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station #17, located at 566 10th Street, is in need of refurbishment.

The lift station improvement project was proposed due to the age (50 years) and condition of the lift station. This project includes the rehabilitation of the City of Holly Hill Lift Station #17. Includes converting the can style lift station into a submersible station. Work includes demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, wet well upgrades, top slab, piping, valves, and valve vaults. The proposed refurbishment is consistent with the need to upgrade facilities to reach full compliance with Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The project scope was reduced to remove pigging approximately 2,200 LF of 6" force main (\$6,200) and remove the (\$2,500) permit allowance that was not utilized. Additional work was requested for the Contractor to lower the wet well and valve vault top slabs approximately 7", the additional cost for this scope is \$5,750. The subsequent final change is a credit of \$2,950.00. The new contract price is \$206,040.00.

FISCAL ANALYSIS:

This project is fully funded in the Wastewater Infrastructure Fund, 480-3020-535-6300.

STAFF RECOMMENDATION:

Approve the change order and authorize the City Manager to do the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE CHANGE ORDER TO REMOVE PIGGING 6" FORCE MAIN, REMOVE THE PERMIT ALLOWANCE NOT UTILIZED, AND ADDITIONALLY LOWER THE WETWELL AND VALVE VAULT TOP SLABS.

- Lift Station 17 change order (PDF)

CHANGE ORDER FORM

PROJECT: City of Holly Hill
Lift Station #17 Rehabilitation

CHANGE ORDER NO. 1

CONTRACTOR: Danus Utilities, Inc

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$ 208,990.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: <u>August 17, 2015</u> Final Completion: <u>February 13, 2016</u>
Net changes from previous Change Orders No. _____ to No. _____. <u>\$ N/A</u>	Changes in contract time from previous Change Orders No. _____ to No. _____. <u>N/A</u> Days
Contract Price prior to this Change Order: <u>\$ 208,990.00</u>	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: <u>\$ (2,950.00)</u>	Changes in contract time requested this Change Order <u>0</u> Days
Contract Price with all approved Change Orders: <u>\$ 206,040.00</u>	Contract Times with all approved Change Orders: Final Completion: <u>February 13, 2016</u>

Attachment: Lift Station 17 change order (1232 : Lift Station #17 Rehabilitation)

CHANGES ORDERED:

- I. **GENERAL** – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. **REQUIRED CHANGES:**

CONTRACT PRICE: \$2,950.00 net decrease to the contract price.

CONTRACT TIME: 0 day increase to the contract time.

III. **JUSTIFICATION:**

This is the final change order to close out the Lift Station #17 Rehabilitation project. The project scope was reduced to remove pigging approximately 2,200 LF of 6" force main (\$6,200) and remove the (\$2,500) permit allowance that was not utilized. Additional work was requested for the Contractor to lower the wetwell and valve vault top slabs approximately 7", the additional cost for this scope is \$5,750.

- IV. **PAYMENT:** No additional payment approved at this time.

00843-2

Attachment: Lift Station 17 change order (1232 : Lift Station #17 Rehabilitation)

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

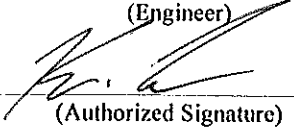
The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Quentin L. Hampton Associates, Inc.

(Engineer)

By: 

(Authorized Signature)

11/10/15
(Date)

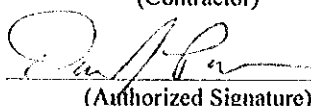
Kevin Lee, P.E., Project Manager

Name Typed

ACCEPTED BY:

Danus Utilities, Inc.

(Contractor)



(Authorized Signature)

11-3-17
(Date)

Dan Pardus, President

Name Typed

APPROVED BY:

City of Holly Hill

Owner

By: _____

(Authorized Signature)

(Date)

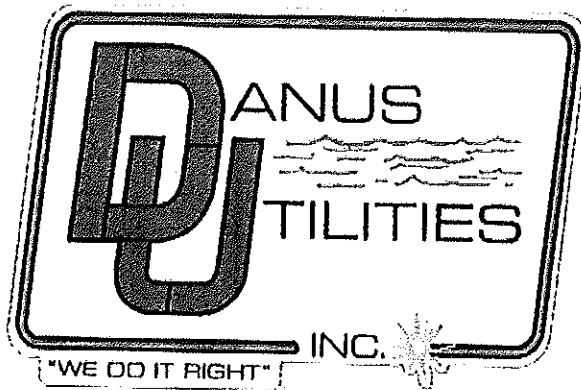
Joseph Forte, City Manager

Name Typed

END OF SECTION

00843-3

Attachment: Lift Station 17 change order (1232 : Lift Station #17 Rehabilitation)



Change Order QUOTE # 1

Date: 10/18/15
Company: Holly Hill
Attention: Walt Smyser
JOB NAME: LS# 17 Rehab
E-mail:

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

	Lower WW & VB Top Slabs 7"	Per Ft Price	TOTAL
	Remove top slabs off structures with Lull.		
	Cut 7" off WW & VB structures to lower top slabs.		
	Cut New Raven penetration off WW top slab. Shorten Gulde rails		
	Reinstall top slabs, Gulde rails, remnek tops as needed.		
	Re-spray Raven coating in wet well and spark test.		
			\$5,750.00

Note:

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Dan Pardus
386-233-5588

Attachment: Lift Station 17 change order (1232 : Lift Station #17 Rehabilitation)