CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● FEBRUARY 26, 2019

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - AMERICAN LEGION POST 120 - BRIAN CARTER

1. Positivity Award - American Legion Post 120 - Brian Carter

   (Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG AND CONVENE AS THE CRA

4. CRA AGENDA

1. –2019-R-15 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.

   (Requested by Antoine Khoury, Public Works)

2. –2019-R-16 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of $101,750 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

   (Requested by John McKinney, Finance)

5. ADJOURN AS THE CRA AND RECONVENE THE CC MTG

6. PUBLIC COMMENTS

7. APPROVAL OF MINUTES

1. Minutes - February 12, 2019, Regular City Commission Meeting and February 12, 2019 Goals Setting Workshop

   (Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 4)

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

1. Resolution –2019-R-17 Resolution of the City of Holly Hill, Florida, Adopting the 2019 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by John McKinney, Finance)

2. Resolution –2019-R-18 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt to Perform Engineering Design for the Project "Cordova / Ridge Exfiltration" in the Amount Not to Exceed $104,694.00 and Agreements with Zev-Cohen to Perform the Engineering Design for the Projects "Espanola Avenue North", "State Avenue", and "Tuscaloosa Avenue" in the Amounts Not to Exceed $28,150.00, $17,000.00, and $16,300.00, and Authorizing the City Manager to Execute the Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Walt Smyser, Public Works)

3. Resolution –2019-R-19 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with GML Coatings, LLC to Perform the Project "Resurface/Sea Walls of Manholes" in the Amount Not to Exceed $48,805.00 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Walt Smyser, Public Works)

4. Disposal of Fixed Assets

   (Requested by John McKinney, Finance)

9. REGULAR AGENDA

1. Resolution –2019-R-20 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2019-R-21 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of $101,750 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

10. PUBLIC HEARINGS

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

1. Ordinance –2019-O-3015 SECOND READING - Amending Ordinance 3011, Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by an Ordinance of the City of Holly Hill, Florida Amending Ordinance No. 3011 to Adopt Changes to Procedures for Issuing Trespass Warnings from Public Property

   (Requested by Steve Aldrich, Police)

2. Request for a Variance from the Front Yard Setback Requirement of Section 114-765 of the Land Development Regulations Titled, "Schedule of Dimensional Requirements." Specifically a Variance from the Required Front Yard Setback of 30 Feet to 19 Feet.

   (Requested by Brian Walker, City Planner)

3. Special Exception Approval to Allow a Kid City USA School/Daycare on a Parcel in the B-2 Zoning District

   (Requested by Brian Walker, City Planner)

11. COMMUNICATIONS

A. City Manager & Staff Comments

   a. Sunrise South Pier Demolition Communication Regarding the Issuance of a Purchase Order for the Demolition of the Pier

      (Requested by John McKinney, Finance)

   b. Fiscal Year 2019-2020 Budget Calendar Calendar for the Upcoming Fiscal Year Budget Cycle

      (Requested by John McKinney, Finance)

B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

12. 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.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/26/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2438

POSITIVITY AWARD (ID # 2438)

Positivity Award - American Legion Post 120 - Brian Carter

This month's Positivity Award was chosen by City Commissioner John Danio, District 3.

HOLLY HILL
FLORIDA

POSITIVITY AWARD

Thank You for Making Our Community Positively Awesome!

AMERICAN LEGION POST 120

BRIAN CARTER

February 26, 2019

_____

Chris Via, Mayor

Attachment: POSITIVITY AWARD - American Legion Post 120 - Brian Carter - John Danio Choice -

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **February 26, 2019**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.**
NUMBER: **2019-R-15**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street (aka Shirley Heyman Pond). Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road 430 as part of the State Highway System.

FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way.

The City of Holly Hill shall not change or deviate from conformance with Florida Administrative Code Rule 14-40.003 without written approval of FDOT.

FISCAL ANALYSIS:

The cost of construction (approximately $85,000) for this project has been identified as a capital project in the CRA with a number of 19CRA02 and the funds are available in account 139-110-580-6300 the maintenance costs are already part of the operating budget for landscaping maintenance.

STAFF RECOMMENDATION:

Enter into an agreement with FDOT to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street.

COMMISSION GOAL:

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

MOTION:

Allow the City Manager to enter into and agreement with FDOT to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street.

ATTACHMENTS:

- All Exhibits - FDOT Agreement Sherily Heyman (PDF)
- Shirley-Heyman-Pond-FDOT-Agmt (PDF)

CRA Resolution No. 2019-15

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY OF STATE ROAD 430.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY OF STATE ROAD 430.

WHEREAS, the FDOT has jurisdiction over and maintains State Road 430 as part of the State Highway System; and

WHEREAS, the City seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street; and

WHEREAS, FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, the City shall not change or deviate from conformance with Florida Administrative code Rule 14-40.003 without written approval of FDOT.

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

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill, Florida, does hereby authorize the City Manager to enter into an agreement with the FDOT to install and maintain certain landscaping within the right of way of State Road 430.

SECTION 2. FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way.

SECTION 3. The City shall not change or deviate from conformance with Florida Administrative Code Rule 14-40.003 without written approval of FDOT.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

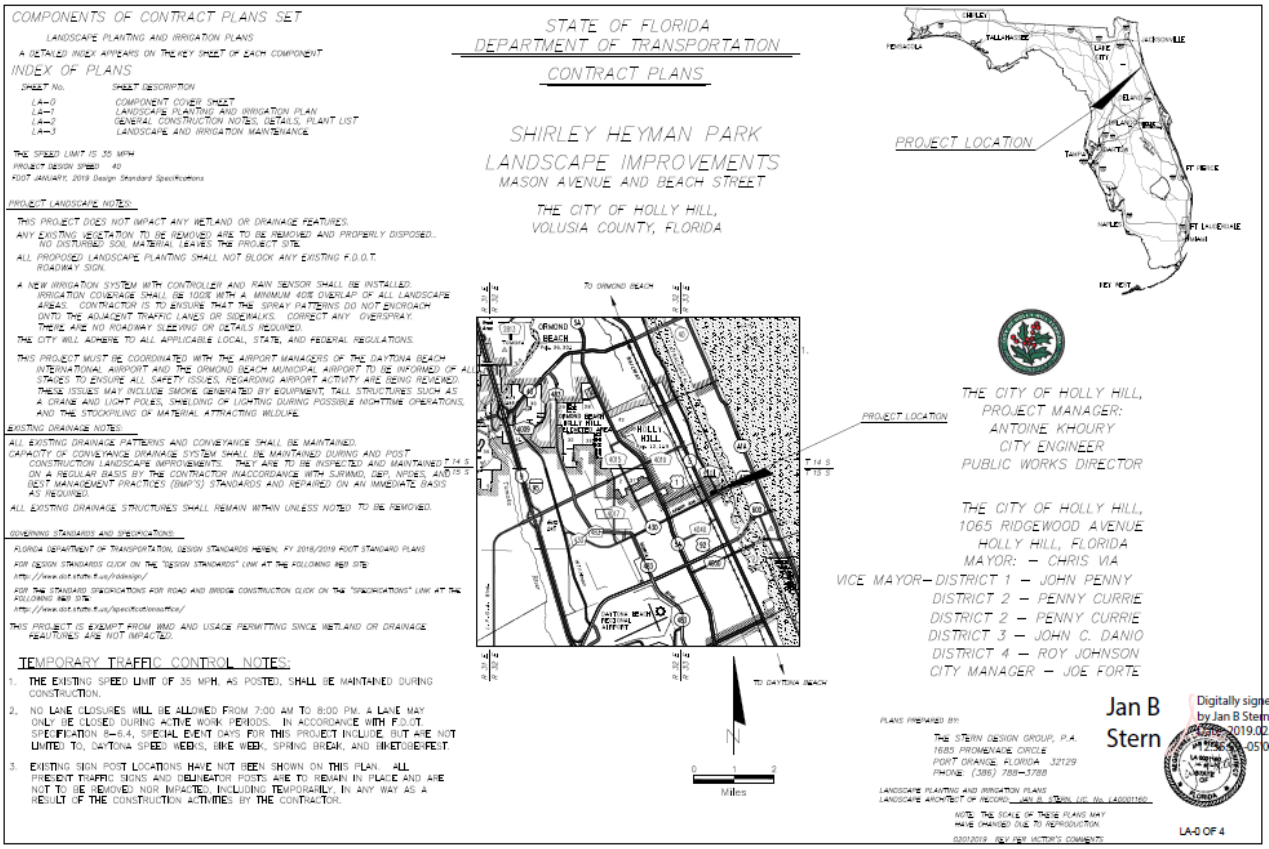
Exhibit A

City of Holly Hill Resolution

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

Exhibit B

Landscaping Plans for Mason and Beach Street Pond



COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANTING AND IRRIGATION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
LA-0	COMPONENT COVER SHEET
LA-1	LANDSCAPE PLANTING AND IRRIGATION PLAN
LA-2	GENERAL CONSTRUCTION NOTES, DETAILS, PLANT LIST
LA-3	LANDSCAPE AND IRRIGATION MAINTENANCE

THE SPEED LIMIT IS 35 MPH
PROJECT DESIGN SPEED = 40
FDOT JANUARY, 2019 Design Standard Specifications

PROJECT LANDSCAPE NOTES:

THIS PROJECT DOES NOT IMPACT ANY WETLAND OR DRAINAGE FEATURES.
ANY EXISTING VEGETATION TO BE REMOVED ARE TO BE REMOVED AND PROPERLY DISPOSED.. NO DISTURBED SOIL MATERIAL LEAVES THE PROJECT SITE.
ALL PROPOSED LANDSCAPE PLANTING SHALL NOT BLOCK ANY EXISTING F.D.O.T ROADWAY SIGN.
A NEW IRRIGATION SYSTEM WITH CONTROLLER AND RAIN SENSOR SHALL BE INSTALLED. IRRIGATION COVERAGE SHALL BE 100% WITH A MINIMUM 40% OVERLAP OF ALL LANDSCAPE AREAS. CONTRACTOR IS TO ENSURE THAT THE SPRAY PATTERNS DO NOT ENCROACH ONTO THE ADJACENT TRAFFIC LANES OR SIDEWALKS. CORRECT ANY OVERSPRAY. THERE ARE NO ROADWAY SLEEVING OR DETAILS REQUIRED.
THE CITY WILL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
THIS PROJECT MUST BE COORDINATED WITH THE AIRPORT MANAGERS OF THE DAYTONA BEACH INTERNATIONAL AIRPORT AND THE ORMOND BEACH MUNICIPAL AIRPORT TO BE INFORMED OF ALL STAGES TO ENSURE ALL SAFETY ISSUES, REGARDING AIRPORT ACTIVITY ARE BEING REVIEWED. THESE ISSUES MAY INCLUDE SMOKE GENERATED BY EQUIPMENT, TALL STRUCTURES SUCH AS A CRANE AND LIGHT POLES, SHIELDING OF LIGHTING DURING POSSIBLE NIGHTTIME OPERATIONS, AND THE STOCKPILING OF MATERIAL ATTRACTING WILDLIFE.

EXISTING DRAINAGE NOTES:

ALL EXISTING DRAINAGE PATTERNS AND CONVEYANCE SHALL BE MAINTAINED.
CAPACITY OF CONVEYANCE DRAINAGE SYSTEM SHALL BE MAINTAINED DURING AND POST CONSTRUCTION LANDSCAPE IMPROVEMENTS. THEY ARE TO BE INSPECTED AND MAINTAINED T 14 S ON A REGULAR BASIS BY THE CONTRACTOR IN ACCORDANCE WITH SJRWMD, DEP, NPDES, AND T 15 S BEST MANAGEMENT PRACTICES (BMP'S) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.
ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN WITHIN UNLESS NOTED TO BE REMOVED.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS HEREIN, FY 2018/2019 FDOT STANDARD PLANS
FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE
http://www.dot.state.fl.us/rddesign/
FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE
http://www.dot.state.fl.us/specificationsoffice/
THIS PROJECT IS EXEMPT FROM WMD AND USACE PERMITTING SINCE WETLAND OR DRAINAGE FEAUTURES ARE NOT IMPACTED.

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMIT OF 35 MPH, AS POSTED, SHALL BE MAINTAINED DURING CONSTRUCTION.
2. NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, AND BIKETOBERFEST.
3. EXISTING SIGN POST LOCATIONS HAVE NOT BEEN SHOWN ON THIS PLAN. ALL PRESENT TRAFFIC SIGNS AND DELINEATOR POSTS ARE TO REMAIN IN PLACE AND ARE NOT TO BE REMOVED NOR IMPACTED, INCLUDING TEMPORARILY, IN ANY WAY AS A RESULT OF THE CONSTRUCTION ACTIVITIES BY THE CONTRACTOR.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

SHIRLEY HEYMAN PARK
LANDSCAPE IMPROVEMENTS
MASON AVENUE AND BEACH STREET

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

PROJECT LOCATION

PROJECT LOCATION

THE CITY OF HOLLY HILL,
PROJECT MANAGER:
ANTOINE KHOURY
CITY ENGINEER
PUBLIC WORKS DIRECTOR

THE CITY OF HOLLY HILL,
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA
MAYOR: – CHRIS MA
VICE MAYOR–DISTRICT 1 – JOHN PENNY
DISTRICT 2 – PENNY CURRIE
DISTRICT 2 – PENNY CURRIE
DISTRICT 3 – JOHN C. DANIO
DISTRICT 4 – ROY JOHNSON
CITY MANAGER – JOE FORTE

PLANS PREPARED BY:
THE STERN DESIGN GROUP, P.A.
1685 PROMENADE CIRCLE
PORT ORANGE, FLORIDA 32129
PHONE: (386) 788-3788

LANDSCAPE PLANTING AND IRRIGATION PLANS
LANDSCAPE ARCHITECT OF RECORD: JAN B. STERN, LIC. No. LA0001160

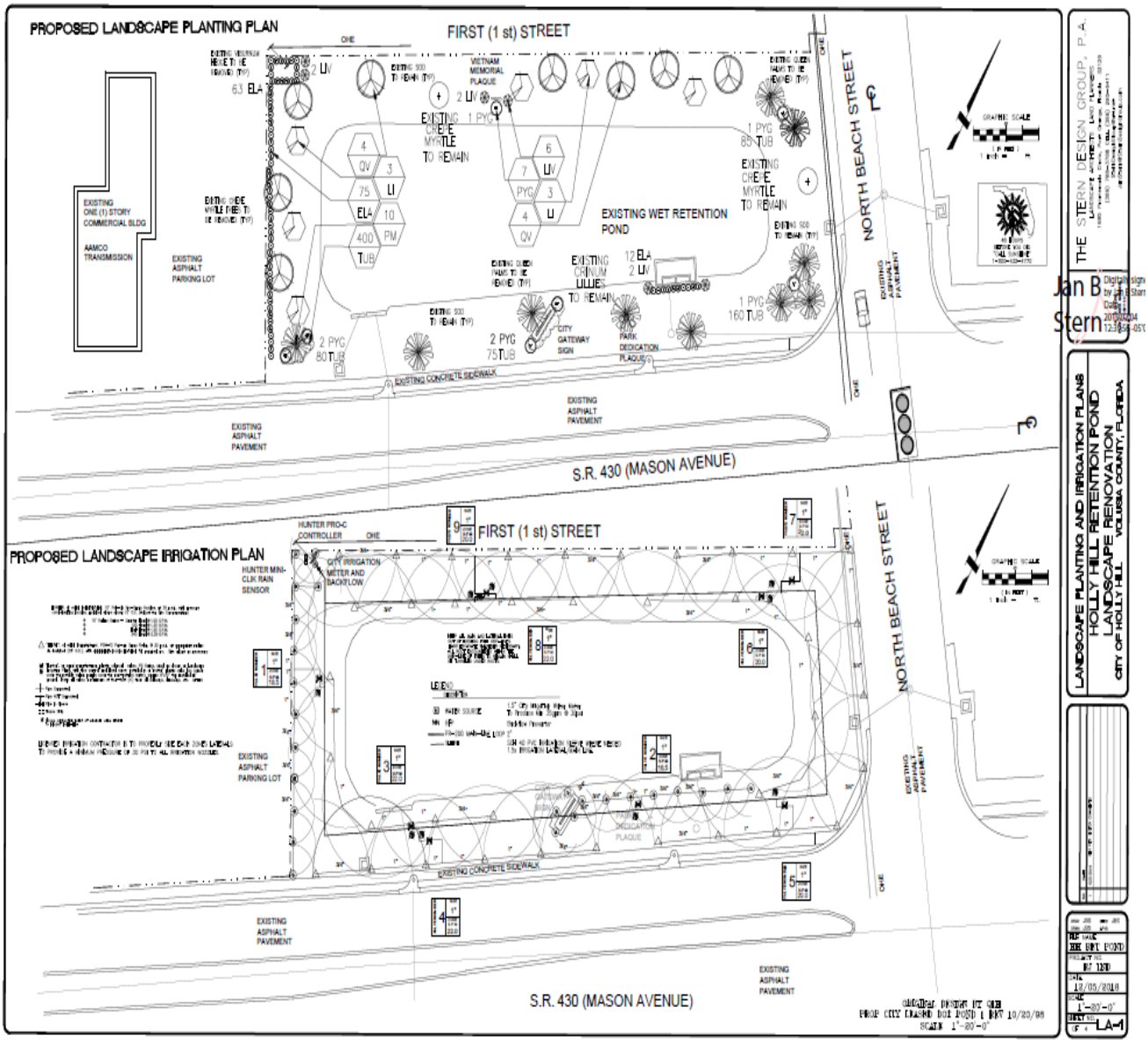
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

02012019 REV PER VICTOR'S COMMENTS

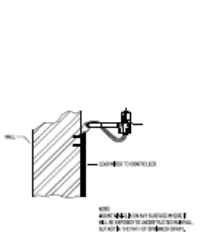
Jan B Stern
Digitally signed by Jan B Stern
Date: 2019.02.04 21:55:05 -05'00'

LA-0 OF 4

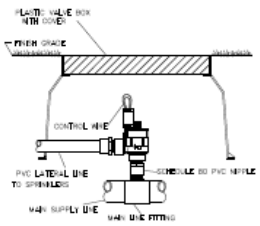
Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)



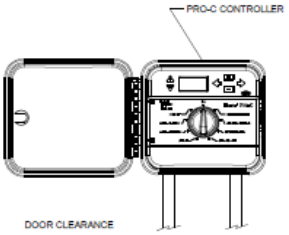
Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)



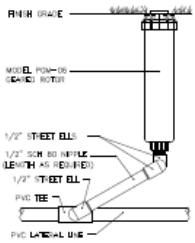
HUNTER MINI CLICK



HUNTER PGVI-ANGLE



HUNTER PRO-C CONTROLLER (OUTDOOR)



HUNTER PGP-06 ROTOR

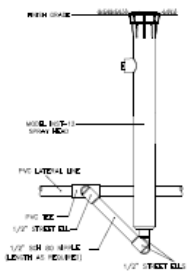
PROPOSED SHADE, UNDERSTORY TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR	REMARKS
LIV	6	Livistona chinensis Chinese Fan Palm	6'-8' C.T.		
LI	6	Lagerstroemia indica 'Muskogee' Crepe Myrtle Tree	12'-14'		Multi-Trunk 65 Gal Min (5) Cane
PD	10	Phoenix dactylifera 'Medjool' Medjool Palm	12' C.T.		Florida Nursery Grown Min 10" Cal
QV	8	Quercus virginiana Live Oak	12'-14'		Min 4 1/2" Cal 100 GAL

SHRUBS/GROUNDCOVERS

ELA	75	Eleagens pungens Silverthorn Hedge	36"	24"	7 Gal Cont 48" O.C.
PYG	7	Phoenix roebellini Pygmy Date Palm	6'		Triple Trunk
TUB	400	Tulbaghia violacea Society Garlic	6"	6"	1 Gal Cont 24" O.C.

30 CY PINE BARK NUGGETS THREE-INCHES (3") THICK



HUNTER PRO SPRAY 12 SPRAY HEAD

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES. CONTACT VOLUSIA COUNTY TRAFFIC ENGINEERING FOR LOCATES NOTIFICATION FOR SIGNALS.
2. ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE ADJUSTED TO THE PROPOSED GRADE AS NECESSARY.
3. CONTRACTOR TO STAKE-OUT TREE/PALM LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.

THE STERN DESIGN GROUP, P.A.

Jan B Stern

GENERAL CONSTRUCTION DETAILS/ PLANT LIST
HOLLY HILL RETENTION POND
LANDSCAPE RENOVATION
VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

DATE 10/05/2018
SHEET LA-2

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

TECHNICAL MAINTENANCE PLAN

MAINTENANCE OPERATION	NINETY (90) DAY ESTABLISHMENT WEEKLY CYCLE	LOCAL GOVERNMENT COMMITMENT ON YEARLY CYCLE
WEEK / MONTH	1 2 3 4 5 6 7 8 9 10 11 12	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
MOWING	XX XX XX XX XX XX XX XX XX XX XX XX	X X X X X X X X X X X X
ST. AUGUSTINE	CONTRACTOR TO MOW THREE A MONTH WITHIN CONSTRUCTION LIMITS DURING WARRANTY PERIOD USING APPROVED LAWN MOWING EQUIPMENT. MOWING HEIGHT TO BE 3 1/2" TO 4" TALL.	LOCAL GOVERNMENT TO MOW ONCE (1X) A MONTH FROM OCTOBER TO FEBRUARY IN THE COOL SEASON AND TWICE (2X) A MONTH FROM MARCH TO SEPTEMBER DURING THE WARM SEASON.
EDGING	X X X X X X X X X X X X	X X X X X X X X X X X X
	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.
WEEDING	X	X X X X X X X X X X X
	CONTRACTOR TO MANUALLY WEED ALL PLANTING BEDS ONE TIME (1X) IN THE THIRD, FOURTH (4TH) WEEK PERIOD PRIOR TO THE END OF THE NINETY (90) DAY WARRANTY PERIOD.	ALL GROUND COVERS SHALL BE HAND WEEDED. SHRUB BED WEEDING SHALL BE FOUR (4) TIMES PER YEAR BY MECHANICAL/HERBICIDE KNAPSACK (IF, OR EQUAL APPLIED AT A RATE OF 1 1/2OZ. PER ONE (1) GALLON OF WATER, MIXED THOROUGHLY, USING A BACKPACK SPRAYER UNDER THE SUPERVISION OF A FLORIDA LICENSED OPERATOR.
WATERING	3 3 3 3 2 2 2 2 1 1 1 1	LOCAL GOVERNMENT TO WATER AS PER THE IRRIGATION SCHEDULE INDICATED ON THE LANDSCAPE IRRIGATION DRAWINGS USING THE TIME CLOCK(S) AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR. CHANGES IN THE IRRIGATION SCHEDULE MAY BE MADE AFTER THIS ONE (1) YEAR INITIAL PERIOD. HOWEVER, ALL CHANGES MUST FALL UNDER THE GUIDELINES OF THE VOLUSIA COUNTY "WATER-WISE" IRRIGATION ORDINANCE.
	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING AND LAYERING).	
	SUPPLEMENTAL WATERING IS TO BE PERFORMED EACH WEEK AS REQUIRED DURING THE WARRANTY PERIOD AT THE FREQUENCIES INDICATED ABOVE. THIS WATERING IS IN ADDITION TO THE AUTOMATIC IRRIGATION SYSTEM. COMPLETELY SATURATE EACH PLANTING HOLE.	WATERING OF THE TURF AREA TO BE ONE-INCH (1") PER WEEK DURING THE GROWING SEASON (MAY THROUGH OCTOBER) AND 1/2" PER WEEK DURING THE REMAINDER OF THE YEAR. LOCAL GOVERNMENT IS TO ENSURE WEEKLY INSPECTIONS AND MAINTENANCE OF THE AUTOMATED IRRIGATION SYSTEM
MULCHING	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING, LAYERING, AND THICKNESS).	MAINTAIN A THREE TO FOUR-INCH (3"-4") THICK MULCH BED. REMOVE AS NECESSARY ALL EXCESS TO MAINTAIN NO MORE THAN A FOUR-INCH (4") LEVEL.
PINE BARK NUGGETS SHREDDED EUCALIPTI COARSELY GROUND RECYCLED PLANT PALLETS	MAINTAIN MULCH AT A MINIMUM THREE-INCH (3") LAYER AROUND AND IN ALL LANDSCAPE PLANTING BEDS	
PRUNING	AS NEEDED TO REMOVE MECHANICALLY DAMAGED BRANCHES DUE TO HANDLING, MOBILITY AND/OR WIND DAMAGE. PLANT MATERIAL MUST BE MAINTAINED AT A FLORIDA #1 GRADE FORM FOR THE FINAL ACCEPTANCE.	PRUNING TO BE ACCOMPLISHED USING CHAIN SAWS, HAND SAWS, LOPPING SHEARS, AND/OR HAND PRUNERS. ALL BLADES ARE TO BE SHARP AND IN GOOD WORKING CONDITION. TREES ARE TO BE PRUNED AS NEEDED. CLEAR TRUNK (C.T.) IS TO BE MAINTAINED AT EIGHT-AND-ONE-HALF-FEET (8 1/2') FOR ALL TREES AND SINGLE TRUNK UNDERSTORY ACCENT TREES. MULTI-TRUNK UNDERSTORY TREES SHALL HAVE A EIGHT-FOOT (8') C.T. ALL SHRUBS AND GROUNDCOVERS PLANTED IN THE MEDIANS ARE TO BE MAINTAINED TO A HEIGHT NOT TO EXCEED THIRTY-SIX INCHES (36"), DEPENDING ON THE PLANT SPECIES. ALL SHRUBS AND/OR GROUNDCOVERS LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED EIGHTEEN-INCHES (18"). PRUNING OF TREES LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED WITH A C.T. OF 8 1/2'. THE CITY SHALL REVIEW THE TREES FOR PRUNING ONCE A YEAR.
PALM MAINTENANCE	PALMS SHALL BE HAND WATERED EVERY DAY FOR THE FIRST THIRTY (30) DAYS, EVERY OTHER DAY FOR THE NEXT THIRTY (30) DAYS, AND TWICE A WEEK THEREAFTER FOR A PERIOD OF NINETY (90) DAYS. THE APPLICATION RATE SHALL BE A MINIMUM OF TEN (10) GALLONS PER PALM AS A SLOW FLOW. ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL ALSO BE REMOVED.	ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL BE REMOVED.
FERTILIZATION	ALL INSTALLED TREES AND SHRUBS SHALL BE FERTILIZED USING A PELLETIZED SLOW RELEASE FERTILIZER WITH A 15-5-15 ANALYSIS. FERTILIZER SHALL BE PLACED AROUND THE ROOT BALL AT THE TOP OF THE FIRST LAYER OF PREPARED BACKFILL. RATES AND DETAILS ARE SHOWN IN THE PLANTING DETAILS.	TREES ARE TO BE FERTILIZED ANNUALLY IN THE LATE FALL OR WHEN DORMANT. FERTILIZER SHALL BE APPLIED TO THE TOP UNDERSIDE OF THEIR ROOT AREA UNDER THE MULCH, AT THE SOIL SURFACE WITH A PELLETIZED, SLOW RELEASE FERTILIZER CONTAINING A Varied ANALYSIS. FERTILIZER SHALL BE APPLIED AT THE RATE OF TWO (2) POUNDS PER TREE/APPLICATION BETWEEN THE TREE TRUNK AND THE TREE DRIP-LINE. LAWN AND LANDSCAPE BEDS SHALL BE FERTILIZED IN MID-MARCH AND AGN IN MID-SEPTEMBER USING A 15-5-15 ANALYSIS CONTAINING MINOR ELEMENTS. LIQUID FERTILIZER MAY BE USED AS A SUPPLEMENT, HOWEVER, NEVER AS A REPLACEMENT FOR THE GRANULAR.
PESTICIDES		ALL LAWN AREAS SHALL RECEIVE FIVE (5) APPLICATIONS PER YEAR. TREES AND SHRUBS SHALL BE SPRAYED AS REQUIRED TO ENSURE THEIR HEALTH AND PROPER GROWTH. PESTICIDE TYPE AND APPLICATION AMOUNTS SHALL BE UNDER THE SUPERVISION OF A FLORIDA LICENSED AND TRAINED OPERATOR.

THE STERN DESIGN GROUP, P.A.

Jan B Stern — Digitally signed by Jan B Stern, Date: 2018.12.06 11:38:57 -05'00'

LANDSCAPE AND IRRIGATION MAINTENANCE
HOLLY HILL RETENTION POND
LANDSCAPE RENOVATION
CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA

FILE NAME: JOB NO. 1 OF 1 DATE: 12/05/2018 SCALE: AS SHOWN SHEET NO. LA-3

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

Exhibit C

City of Holly Hill Maintenance Responsibility

The city of Holly Hill, as part of this Landscaping Construction and Maintenance Memorandum of Agreement with FDOT, will perform the following:

1. Mow, trim and edge the pond site once a week during the wet season and once every two weeks during the dry season.
2. Irrigation maintenance will be completed every six months after installation
3. Tree trimming annual maintenance
4. Replenish mulch annually and shrub maintenance is to be done on as needed bases
5. Will repair and restore irrigation if damaged by FDOT Pond Maintenance Activities

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

LANDSCAPE CONSTRUCTION
AND MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 09/25/2018

THIS AGREEMENT, made and entered into this _____day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **"DEPARTMENT"** and the City of Holly Hill, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **"LOCAL GOVERNMENT."**

W I T N E S S E T H

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 430 as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated_____, 20_____, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or

   (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

   Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department's Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.

9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   (b) 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**.
   (c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
   (e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

(f) **LOCAL GOVERNMENT**:

i. 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. shall expressly require any 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.

10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.

12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

13. Public Entity Crime - 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Anti-Discrimination - 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.

15. The Parties agree 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.

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF HOLLY HILL
(LOCAL GOVERNMENT)

By:_____

Mayor

Attest:_____**(SEAL)**

Clerk

_____
Legal Approval

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Alan E. Hyman
Director of Transportation Operations

Attest: _____**(SEAL)**
Norma Mejias
Executive Secretary

_____
Legal Approval

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-15 : FDOT Landscape Construction & Maintenance Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **February 26, 2019**
FROM: **John McKinney**
SUBJECT: **A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of $101,750 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-16**
APPLICANT:
PLANNER:

DISCUSSION:

On October 24, 2017, the Community Redevelopment Agency awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of $839,700.00 for US1 Medians. The City Commission and the City Manager previously approved Change Orders 1 thru 5 in a cumulative increase of $345,175 to bring the total contract to $1,184,875.

The Community Redevelopment Agency desires to utilize the existing contract unit pricing to authorize landscaping along the Mason Avenue retention pond and Beach Street near Marina Grande. The landscaping will mirror the design that is along the US 1 corridor. Change Order #6 is for $101,750, which will bring the total contract to $1,286,625 for RJ Landscaping Contractors, Inc.

FISCAL ANALYSIS:

Funding for these changes will be from the CRA account #139-8110-580.63-00.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #6 in the amount of $101,750.

COMMISSION GOAL:

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

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and

public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

AWARD CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.

ATTACHMENTS:

- Shiley-heyman-Pond and Riverside Landscaping (PDF)
- Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (PDF)

CRA Resolution No. 2019-16

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency received a Bold Landscaping Grant from FDOT for an amount not to exceed $860,233.00 in 2016 to re-landscape the median on US1; and

WHEREAS, The Community Redevelopment Agency awarded a contract to RJ Landscape Contractors, Inc., in the amount of $839,000.00 on October 16, 2017 to perform contracted landscape improvements to the medians of US1; and

WHEREAS, The Community Redevelopment Agency desires to utilize the existing contract unit pricing to authorize additional landscaping for a total increase of $101,750.

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

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill, Florida does hereby desire to utilize the existing contract unit pricing to authorize additional landscaping resulting in Change Order #6.

SECTION 2. That the Community Redevelopment Agency does hereby award Change Order #6 in the amount of $101,750 to RJ Landscape Contractors, Inc., and authorizes the City Manager to execute the appropriate contract documents.

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

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

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Retention Pond Budget	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	Attn: Antoine Khoury	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Eighty Three Thousand Nine Hundred Fifty dollars ($83,950.00).
Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

10	Phoenix Dactylifera Medjool Palm	10' – 12' C.T.	@$5,000.00	$50,000.00
8	Live Oak (100 gal.)	16' O.A., 4.5" cal.	@$ 900.00	$ 7,200.00
6	Crape Myrtle "Muskogee" (65 gal.)	12' – 14' O.A., Multi	@$ 500.00	$ 3,000.00
6	Chinese Fan Palm	7' – 8' C.T., 15' O.A.	@$ 500.00	$ 3,000.00
7	Phoenix Roebellini	6' O.A., Triples	@$ 250.00	$ 1,750.00
75	Buffer hedge as needed	7 gal.	@$ 35.00	$ 2,625.00
	Misc. underplanting at Palms			$ 2,000.00
	Demo & prep site, remove and dispose of all trees and grind stumps			$ 2,300.00
30	cu. yds. Cypress Mulch		@$ 40.00	$ 1,200.00
	Install new fully automatic irrigation system to provide 100% coverage to all sodded areas and pond.			$10,875.00
			Proposal Total:	**$83,950.00**

*** Existing well or city water source will be used to supply irrigation (No budget allowance for this item)**

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Streetscape Planting	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	Attn: Antoine Khoury	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: _____ dollars ($.00).

Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Holly Hill Streetscape Plantings (City Cost)

12	Chinese Fan Palm (15 gal.)	7' – 8' C.T.	@$500.00	$ 6,000.00
4	Ligustrum Trees	8' O.A., Multi	@$600.00	$ 2,400.00

Provide irrigation system for approximately 350' strip when trees are to be planted, city to provide a minimum 1" irrigation meter with backflow to supply, we will install battery operated timer to control watering. $ 3,500.00

Total: $11,900.00

*** City to remove asphalt and fill areas as discussed on City owned vacant lot.**

Holly Hill Streetscape Plantings – Marina Grande Cost

150	Buffer hedge (Type to be determined) 3 gal.	@$12.00	$1,800.00
15	cu. yds. Cypress Mulch	@$40.00	$ 600.00

Add 2 irrigation zones as needed to provide coverage to buffer hedge. $2,400.00

* Demo area to include removal of 4' strip of sod for entire length to install buffer hedge. $1,100.00

Proposal Total: $5,900.00

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-16 : Change Order No. 6 - Bold Landscaping

CHANGE ORDER FORM

PROJECT: ***US-1 Median Landscaping Improvements Between Mason Ave. to Calle Grande St.***
BID: ***16CRA1***
FPN: ***439690-1-58-1***

CHANGE ORDER NO. 6

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ 839,700.00	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: 150 days, June 7, 2018 Final Completion: +30 days, July 7, 2018
Net changes from previous Change Orders: $ 345,175.00	Changes in contract time from previous Change Orders: 27 Days (Substantial) 1,079 Days (Final)
Contract Price prior to this Change Order: $ 1,184,875.00	Contract Completion Date prior to this Change Order: Substantial Completion: 177 days, July 4, 2018 Final Completion: +1,092 days, June 30, 2021
Net Increase (decrease) of this Change Order: $ 101,750.00	Changes in contract time requested this Change Order 0 Days (Substantial) 0 Days (Final)
Contract Price with all approved Change Orders: $ 1,286,625.00	Contract Times with all approved Change Orders: Substantial Completion: 177 days, July 4, 2018 Final Completion: +1,092 days, June 30, 2021

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: The contract amount is hereby increased by $101,750.00

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: To complete landscaping on the Shirley Heyman Pond and along Riverside Drive.

CONTRACT TIME: N/A

IV. PAYMENT: Payment for the work will be per the Contract.

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-16 : Change Order No. 6 - Bold Landscaping

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:

Mead & Hunt
(Engineer)

By: Antoine A Khoury 2-20-2019
(Authorized Signature) (Date)

Antoine Khoury, P.E.,
Name Typed

ACCEPTED BY:

RJ Landscape Contractors, Inc.
(Contractor)

02/20/2019
(Authorized Signature) (Date)

Randy Squires
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-16 : Change Order No. 6 - Bold Landscaping

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO: City of Holly Hill	PHONE: (386) 248-9463	FAX:	DATE: September 20, 2018
STREET: 453 LPGA Boulevard		JOB NAME: Retention Pond Budget	
CITY, STATE and ZIP CODE: Holly Hill, FL 32117		JOB LOCATION: Holly Hill, FL	
ARCHITECT:	DATE OF PLANS:	ATTN: Antoine Khoury	PHONE:

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Eighty Three Thousand Nine Hundred Fifty dollars ($83,950.00).
Payment to be made as follows:

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
We hereby submit specifications and estimates for:

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

10	Phoenix Dactylifera Medjool Palm	10' – 12' C.T.	@$5,000.00	$50,000.00
8	Live Oak (100 gal.)	16' O.A., 4.5" cal.	@$ 900.00	$ 7,200.00
6	Crape Myrtle "Muskogee" (65 gal.)	12' – 14' O.A., Multi	@$ 500.00	$ 3,000.00
6	Chinese Fan Palm	7' – 8' C.T., 15' O.A.	@$ 500.00	$ 3,000.00
7	Phoenix Roebellini	6' O.A., Triples	@$ 250.00	$ 1,750.00
75	Buffer hedge as needed	7 gal.	@$ 35.00	$ 2,625.00
	Misc. underplanting at Palms			$ 2,000.00
	Demo & prep site, remove and dispose of all trees and grind stumps			$ 2,300.00
30	cu. yds. Cypress Mulch		@$ 40.00	$ 1,200.00
	Install new fully automatic irrigation system to provide 100% coverage to all sodded areas and pond.			$10,875.00
			Proposal Total:	**$83,950.00**

* **Existing well or city water source will be used to supply irrigation (No budget allowance for this item)**

Acceptance of Proposal — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance

Signature

Signature

00843-4

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-16 : Change Order No. 6 - Bold Landscaping

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE		DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Streetscape Planting	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	ATTN	REVISIONS
		Antoine Khoury	

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: _____ dollars ($.00).

Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
We hereby submit specifications and estimates for.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Holly Hill Streetscape Plantings (City Cost)

12	Chinese Fan Palm (15 gal.)	7' – 8' C.T.	@$500.00	$ 6,000.00
4	Ligustrum Trees	8' O.A., Multi	@$600.00	$ 2,400.00

Provide irrigation system for approximately 350' strip when trees are to be planted, city to provide a minimum 1" irrigation meter with backflow to supply, we will install battery operated timer to control watering. $ 3,500.00

Total: $11,900.00

* **City to remove asphalt and fill areas as discussed on City owned vacant lot.**

Holly Hill Streetscape Plantings – Marina Grande Cost

150	Buffer hedge (Type to be determined) 3 gal.	@$12.00	$1,800.00
15	cu. yds. Cypress Mulch	@$40.00	$ 600.00

Add 2 irrigation zones as needed to provide coverage to buffer hedge. $2,400.00

* Demo area to include removal of 4' strip of sod for entire length to install buffer hedge. $1,100.00

Proposal Total: $5,900.00

Acceptance of Proposal — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

00843-5

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-16 : Change Order No. 6 - Bold Landscaping

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 26, 2019**
FROM: **Valerie Manning**
SUBJECT: **Minutes - February 12, 2019, Regular City Commission Meeting and February 12, 2019 Goals Setting Workshop**
NUMBER: **(ID # 2437)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from February 12, 2019 regular City Commission meeting and goals setting workshop.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - February 12, 2019 - Regular City Commission meeting (PDF)
- Minutes - February 12, 2019 - Workshop Goals Setting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● FEBRUARY 12, 2019

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

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

1. CALL TO ORDER

a. Roll Call

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

b. Invocation
Commissioner Danio led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

Mayor Via presented former City Commissioner Arthur Byrnes with a presentation from the current elected officials and staff. Mr. Byrnes was not able to attend the Swearing-In Ceremony back in November 2018.

2. POSITIVITY AWARD - NONE

3. PRESENTATION

Nick Conte, Economic Development Director / CRA Coordinator showed a PowerPoint presentation to the Mayor, City Commissioners and staff.

1.

Economic Development Update

(Requested by Nick Conte, Economic Development)
Nick Conte, Economic Development Director and CRA Coordinator, showed a PowerPoint presentation to the Mayor and City Commissioners. The presentation was an update for US1 Inventory (2017 vs 2018), CRA project update, and Prospect pipeline.

CRA Grant Overview

2016-2017
4 Projects
• (1) Demolition Grant
• (1) Paving Grant
• (1) Sign Grant
• (1) Façade Beautification Grant
= $20, 628.00

2017-2018
11 Projects
• (7) Sign Grants
• (5) Paving Grants
• (2) Façade Beautification Grants
• (1) Demolition Grant
= $56, 530.00

Special Projects 2018

Special CRA Grant **"Paint The Future of Holly Hill" - (March 31, 2019)**
18 Paint Applicants
(8) Completed
(9) Notified of closing 3/31/19
(1) Withdraw
= $43,500 ***(total estimate)***

New Businesses

7-Eleven, All Aboard Storage, VidaCann, Beltone, Smart Contact, Flamingo Florist, Grannies Sewing & Stitch, River City Home Health, Saute Kingz Catering, Schagen Chiropractic, Soundz Custom Audio, Ultimate Shave 603 Barbershop, Windows Tint Shoppe, Youthful Panda Spa, Mi Hogar Mexican Restaurant, Red Pig Brewery.

Business Relocations

Aqua Pools & Spas, BOSS (Garage Doors & Screen Solutions), Big Tony's Chopp Shop, Bruh-Bruhs BBQ, Don Kostner, LLC, Joni's Bacon Snaps, Perfect Storm Training Center, Urbanista Realty, LLC, Volusia County Property Appraisers, White Label Liquid, LLC.

Business Expansions Underway

Florida Health Care Plans Expansion
1510 Ridgewood Avenue

Redevelopment Investment: **$1.5 Million**
Number of New Jobs Created: **80**

Volusia County Property Appraisers Review:
2018: $1,036,103 (Before Sale)
2019: $1,100,000 (During Build-Out)
2020: $2,400,000 (After Completion)
Value of $1,300,000 (118%)

Job(s):
Pharmacy Technicians
Mail-Order/Distribution Center
Member Services Managers
Office Administration

Madden Ace Hardware
241 Ridgewood Avenue

Redevelopment
Investment: **$600K+**

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

Number of New
Jobs Created: **12-20**

Fountainhead at Holly Hill *(Synergy Billing Expansion)*
Grassroots Motorsports Magazine
Sunrise Park Improvements

Businesses Coming Soon
Holly Hill's Sunrise Park - Fitness Center
Pickleball Complex in Hollyland Park

RESULT:	**NO VOTE NEEDED**

4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Lynne Smith, 107 7th Street, Holly Hill, asked about the dock repairs status at Sunrise Park, (Mr. Forte gave an update), homeowners along Riverside Drive received letters from the city about repairing their docks since the hurricane, outside displays - how many people have applied for the sign grant and how many have come into compliance since the Ordinance was adopted (Mr. Forte gave an update).

Jim Cameron, Senior Vice President, Government Relations of the Daytona Beach Regional Chamber of Commerce reminded everyone about Volusia Days in Tallahassee on March 19-20th; River to Sea TPO Annual Retreat being held on Monday, February 25, 2019 at Embry-Riddle from 3:30 PM to 5:30 PM.

5. APPROVAL OF MINUTES

1.

Minutes - January 22, 2019 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 12th day of February, 2019, in Holly Hill

6. CONSENT AGENDA - ITEMS (1 - 4)

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

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

Matt Miles, 6 Tidewater Drive, Holly Hill, shared his concerns about Consent Agenda Item No. 2, which is Resolution 2019-R-14, approving the use of BSI Online at an annual cost of $495.00 and a Backflow Testing Report Filing fee of $12.95 per test report effective February 1, 2019. Mr. Miles spoke in opposition of the filing fee but was okay with the software cost from BSI Online.

Mayor Via suggested they pull Consent Agenda Item No. 2, Resolution 2019-R-14 for further discussion.

Commissioner Currie made a motion to ***APPROVE the CONSENT AGENDA ITEMS NO. 1, 3, AND 4 and have ITEM 2 PULLED FOR DISCUSSION****, seconded by Commissioner Penny.*

PASSED, 5-0.

There was discussion amongst the Mayor, City Commissioners, and staff pertaining to Resolution 2019-R-14. Mr. Forte gave a brief history of the Backflow and testings.

Mayor Via opened public participation for Resolution 2019-R-14.

Matt Miles, 6 Tidewater Drive, Holly Hill, continued to stress his concerns and opposition about this agenda item and the filing fee.

Roger Alexon (?), 330 Walker Street, Holly Hill, spoke about the filing fee and that there are other cities that are doing this but not charging for the testing/filing fee. People file once a month and don't get charged.

Steve Smith, 1410 Riverside Drive, Holly Hill, shared his concerns about the filing fee. BSI Online has been around for a while and he is not aware of any other cities doing this or the County.

Mayor Via closed public participation.

Commissioner Currie made a motion to ***APPROVE CONSENT AGENDA ITEM NO. 2, RESOLUTION 2019-R-14,*** *seconded by Commissioner Penny.*

PASSED, 5-0.

1. –2019-R-13 Resolution

   A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the 10Th Street and Walker Street Railway Crossing Per the Terms of the Crossing Agreement Dated July 19, 1993.

   (Requested by John McKinney, Finance)

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

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

RESOLUTION
2019-R-13
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE 10TH STREET AND WALKER STREET RAILWAY CROSSING PER THE TERMS OF THE CROSSING AGREEMENT DATED JULY 19, 1993.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE 10th STREET AND WALKER STREET FEC RAILWAY GRADE CROSSINGS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has received the Notice of Intent to Work from the Florida East Coast (FEC) Railway, L.L.C. for the 10th Street and Walker Street grade crossing; and

WHEREAS, The City is required by the terms and conditions of the agreement with Florida East Coast Railway, L.L.C. dated July 19, 1993 to pay for a portion of the crossing maintenance at-grade crossing across and over the tracks of FEC Railway at the 10th Street and Walker Street grade crossing.

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

SECTION 1. The City Commission of the City of Holly Hill does hereby authorize the appropriation of additional funds OF $138,082 from prior year appropriations of the General Fund.

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

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

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

APPROVED AND AUTHENTICATED on this 12th day of FEBRUARY, 2019.

Enacted and approved this 12th day of February, 2019, in Holly Hill

2. –2019-R-14 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Use of BSI Online at an Annual Cost of $495.00 and a Backflow Testing Report Filing Fee of $12.95 Per Test Report Submitted by the Testers Effective February 1, 2019; Providing Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2019-R-14
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE USE OF BSI ONLINE AT AN ANNUAL COST OF $495.00 AND A BACKFLOW TESTING REPORT FILING FEE OF $12.95 PER TEST REPORT SUBMITTED BY THE TESTERS EFFECTIVE FEBRUARY 1, 2019; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE USE OF BSI ONLINE AT AN ANNUAL COST OF $495.00 AND A BACKFLOW TESTING REPORT FILING FEE OF $12.95 PER TEST REPORT SUBMITTED BY THE TESTERS EFFECTIVE FEBRUARY 1, 2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is required to track backflow protection device testing as part of our Cross-Connection Control/Backflow Program; and

WHEREAS, Backflow Solutions, Inc., (BSI) provides an online system to administer our Cross-Connection Control/Backflow Tracking Program; and

WHEREAS, BSI Online will simplify the City's backflow tracking and processes, and they will maintain all databases and the data entry system; and

WHEREAS, The City may now have unlimited access for our personnel to view the data and reports, allowing better access; and

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

All annual backflow assembly tests are now submitted electronically by the testing company via the BSI Online website. Each resident/business who owns a backflow assembly will receive a notification letter from BSI with a Customer Confirmation Number (CCN). This number is provided to the tester in order for the reports to be properly filed with BSI. Testers will be required to pay a filing fee of $12.95 per test report submitted. The Cross Connection Program - Online Backflow Testing Reporting begins February 1, 2019.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby approve the use of BSI Online at an annual cost of $495.00.

SECTION 2. That the City Commission of the City of Holly Hill does hereby approve a backflow testing report filing fee of $12.95 per test report submitted by the testers effective February 1, 2019.

SECTION 3. That the City Commission of the City of Holly Hill does hereby accept the changes to the "Cross Control Program Manual" made in support of this software change.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of FEBRUARY, 2019.

Enacted and approved this 12th day of February, 2019, in Holly Hill

3.

Special Law Enforcement Trust Fund Expenditure - Entry Tools, Ballistic Shields, Ballistic Helmets and Glock Night Sights

(Requested by Steve Aldrich, Police)

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

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

4.

Assignment and Assumption of Contract from Municipal Code Corporation to ENCO Utility Services of Florida LLC for Utility Bill Printing Services

(Requested by John McKinney, Finance)

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

Enacted and approved this 12th day of February, 2019, in Holly Hill

7. REGULAR AGENDA

1. –2019-O-3015 Ordinance

FIRST READING - Amending Ordinance 3011, Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by an Ordinance of the City of Holly Hill, Florida Amending Ordinance No. 3011 to Adopt Changes to Procedures for Issuing Trespass Warnings from Public Property

(Requested by Steve Aldrich, Police)
Mayor Via opened public participation.
Jim Cameron, Vice President, Government Relations of Daytona Beach Regional Chamber of Commerce stated that the Daytona Chamber supported a similar Ordinance that was approved by the Daytona Beach City Commission on August 15th, supported a similar Ordinance by the County on October 15th, and tonight the City of South Daytona approved a similar Ordinance as well. This gives law enforcement officials the leeway, use of good judgement to issue those types of trespass warnings when they feel they are needed. The ordinances are not for any particular group. It can be for anyone in this room so-to-speak, himself included, if anybody is guilty of abusing the ordinance, they get a trespass warning and they should. That's one of the things the Daytona Beach Chamber likes about it and they support it.
Mayor Via closed public participation.

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 2/26/2019 7:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

8. PUBLIC HEARINGS - NONE

9. COMMUNICATIONS

A. City Manager & Staff Comments

a.

LED Streetlight Conversion – City Owned Lights on Nova Road

(Requested by Walt Smyser, Public Works)
Mr. Forte informed the Mayor and Commissioners this was for informational purposes and does not need a vote.

b.

Mead & Hunt On-Call Inspection and Site Plan Review - Scope of Services and Fee Estimate

(Requested by Valerie Manning, City Clerk)
Commissioner Penny made a motion to ***APPROVE Mead & Hunt On-Call Inspection and Site Plan Review - Scope of Services and Fee Estimate****, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte discussed the Half Cent Sales Tax issue with the County and the special election the County will be putting together for the registered voters in May 2019 with the Mayor and City Commissioners.

Commissioner Penny made a motion to ***APPROVE funding the city's portion of the Special Election held in May 2019 by Volusia County****, seconded by Commissioner Johnson.*

Mayor Via opened public participation.

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

The following individuals spoke to the Mayor and City Commissioners:

Arthur Byrnes, former City Commissioner, 294 Jeffrey Street, Holly Hill, in opposition of funding the special election held by the County.
Jim Cameron, Senior Vice President, Government Relations with Daytona Beach Regional Chamber of Commerce, mentioned the need for the Half Cent Sales Tax for all municipalities and the good that it can do for the cities should this pass in May 2019.

Mayor Via closed public participation.

PASSED, 3-2 ***(Mayor Via - No and Currie - No)***

Mr. Forte thanked everyone for their thoughts and prayers and attending his dad's funeral mass service. It was a tough month.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny mentioned that this year's League of Cities Advocacy will be on February 21, 2019 from 9:00 AM until 10:00 AM for training; place to be determined and then they will be taking a two-day trip to Tallahassee sometime in March. No date has been set yet and reminded everyone about the upcoming Volusia League of Cities dinner that the city is hosting on March 28, 2019.

Commissioner Currie thanked Mr. Conte for the presentation earlier tonight; she will be attending the River to Sea TPO and Daytona Beach Regional Chamber event on February 25th.

Commissioner Danio glad to see Commissioner Byrnes up and about.

Commissioner Johnson mentioned he was going to remind everyone too about the Volusia League of Cities dinner at the MG on The Halifax and that his family is a proud sponsor of the dinner.

Mr. Forte stated this is the first time that the city really sought sponsors for our League of Cities dinner and we did get six sponsors and Newkirk Engineering is one of them. The City Clerk and myself went out and asked and we got six sponsors so that's great. It's going to be a nice event.

Commissioner Johnson stated the only thing left he wants to say is the city is really moving forward and he's excited about that.

Scott Gutauckis, IT Director had some history to share with the Mayor and City

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

Commissioners pertaining to the Backflow preventer/testing issue.

D. Mayor's Comments

Mayor Via stated the city was asked by former Chairman Frank Bruno, they are going around to all of the cities asking if they can help fund a Veterans bus, which Holly Hill previously did a number of years ago. The sponsorship amount is $603.00. Many cities are getting on board. The total cost of the van is $38,000. The city's logo will be on the van as well.

Commissioner Penny suggested sending that information over to the Chamber and seeing if some of the businesses would like to be a sponsor and if they can't get the full amount then come back to the city for the remaining amount.

*There was **consensus** to send the information over to the Chamber for local businesses sponsorship.*

10. ADJOURNMENT

The meeting adjourned at approximately 8:30 PM.

Attachment: Minutes - February 12, 2019 - Regular City Commission meeting (2437 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● FEBRUARY 12, 2019

Large Conference Room | **Work Session** | **5:00 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

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

2. GOAL SETTING DISCUSSION

1.

Goal Setting Discussion with the Mayor, City Commission and Staff.

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated they wanted to put this goal setting session together to help give staff some direction on where the Commission wants to see the city going at least in the next two years during this current election period and in two years, they will probably come back and do this again, maybe a two year cycle to revisit goals and do updates. Mr. Forte stated in the meantime, there is a new Mayor who has been onboard for a couple of months so he wanted to make sure that the Mayor had an opportunity to express any goals that he may want to see move forward. What was sent out to the Mayor and City Commissioners through email, is an old document. It's the last one that he could find that went to the Commission and this was done in 2012 under Jim McCroskey at a work session on November 27, 2012. He sent it out to everybody and staff received it and he had a chance to go through it and these are, they can call them goals and they can go through them and he will tell them what's completed and what's not completed but he thinks what's more important is that staff wants to hear what the Commission's goals are. They should not be staff goals. They should be Commission goals and they should be 30,000 foot goals. They're not budgetary goals, they're not "I want to buy a fire truck" or we need to replace a vehicle. Those are budgetary matters. These are goals. These are the 30,000 foot "visionary" goals of what staff is trying to get from the Commission and then the staff will then, out of those goals, create objectives on how to achieve those goals. Whatever it is that they do, they want them to be measurable, definable, so that they can determine if they're reaching those goals. Mr. Forte stated everybody had a chance to look at what he had sent out in that email a couple of weeks ago. He will leave it up to all

Attachment: Minutes - February 12, 2019 - Workshop Goals Setting (2437 : Minutes)

of the Commissioners if they think they want to run through it and he can just tell them what's on this list what the city is doing, what's done, what's still on the list, and then he will just put a check on it. Some things he's going to cross off because, quite frankly, he doesn't know what they mean and when he gets to one of them he will explain that to them. Once that's done then he will open it up for thoughts and ideas from everybody. The departments have kind of changed. Some of the departments are not here that are listed in the old document. Mr. Forte went over the old goals that were created in November 2012 with the Mayor and City Commissioners at this time. There was discussion amongst them and staff.

The following was discussed as goals for the next couple of years by the Mayor and City Commissioners:

LPGA widening, three lane. Bridge over water
Expand CRA boundary and extend time. Blue-tide
Beautification projects and Parks
Business development
Infrastructure projects
Hollyland Park
Tree planting
Web design
Customer Service mindset
Landscaping at Mason Avenue and Riverside Drive
Ross Point bathrooms
Economic Development at Riverside south
LPGA & Riverside Drive
Seaplane Base
Riverside Drive Trail
Community events, family style
Continue relationship with school(s)
Review comp plan

Mr. Forte stated these goals will end up being an agenda item that they will approve.

3. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.

Attachment: Minutes - February 12, 2019 - Workshop Goals Setting (2437 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 26, 2019**
FROM: **John McKinney**
SUBJECT: **Resolution of the City of Holly Hill, Florida, Adopting the 2019 City of Holly Hill Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.**
NUMBER: **2019-R-17**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission adopted the 2018 Personnel Rules & Regulation on December 11, 2018 that hadn't been updated since August, 2007. Staff found several scriveners errors and references to departmental responsibilities that are no longer valid and clarified intra-city travel in this 2019 Personnel Rules & Regulation version. You will find these changes highlighted in this document.

No other changes have been made from the previously approved document.

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

The City Staff recommends the City Commission accept and adopt the 2019 Personnel Rules and Regulations as presented.

COMMISSION GOAL:

N/A

MOTION:

To approve the Personnel Rules and Regulations as presented by staff.

ATTACHMENTS:

- Personnel Rules & Regs Agenda Item 2019 update(PDF)

Resolution No. 2019-17

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2019 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE 2019 CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on Tuesday, December 11, 2018, the Holly Hill City Commission approved the 2018 Personnel Rules and Regulations; and

WHEREAS, the 2019 Personnel Rules and Regulations corrects scriveners errors, certain department references and clarifies intra-city travel.

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

SECTION 1. That the City Commission hereby adopts the 2019 City of Holly Hill Personnel Rules and Regulations, attached hereto for reference.

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

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

SECTION 4. EFFECTIVE DATE. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

8.3.2 Travel

Revised

Upon submittal of the Travel and Training Request forms, all registrations and travel arrangements (inclusive of airlines arrangements if necessary) are coordinated by the ~~Finance~~ individual Departments.

8.3.4 Intra-City Travel

~~Persons traveling within the boundaries of Volusia City on official City business will be reimbursed for qualified expenses such as mileage and parking.~~

Persons traveling within the boundaries of Volusia County for same day official City business will be reimbursed for qualified expenses such as mileage and parking only. When traveling outside of Volusia County, qualified expenses and meals will be reimbursed according to the GSA locality Per Diem Rates when travel begins before 7 a.m. and return home after 7 p.m. If travel is inside of the stated times, then only the Per Diem Rate for lunch will be given.

Attachment: Personnel Rules & Regs Agenda Item 2019 update (2019-R-17 : Adopt Revised Personnel Rules and Regulations)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 26, 2019**
FROM: **Walt Smyser**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt to Perform Engineering Design for the Project "Cordova / Ridge Exfiltration" in the Amount Not to Exceed $104,694.00 and Agreements with Zev-Cohen to Perform the Engineering Design for the Projects "Espanola Avenue North", "State Avenue", and "Tuscaloosa Avenue" in the Amounts Not to Exceed $28,150.00, $17,000.00, and $16,300.00, and Authorizing the City Manager to Execute the Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-18**
APPLICANT:
PLANNER:

DISCUSSION:

Approval for Engineering of Hazard Mitigation Grant Program Projects.
The Hazard Mitigation Grant Program (HMGP) provides funds after a disaster declaration to protect public or private property through various mitigation measures. Hazard mitigation includes long-term efforts to reduce the impact of future events. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Although the Hazard Mitigation Grant Program is federally funded, the program is administered by the Florida Division of Emergency Management.

Through the CCNA process, the City had issued a Request for Qualification (RFQ) to seek a qualified professional engineering firm(s) to design for a federally funded drainage projects on State Avenue, Espanola Avenue, Tuscaloosa Avenue and Ridge Avenue/Cordova Avenue as needed for specified projects. The solicitation was RFQ 19-PW-01 for Professional Design Services and five firms submitted qualifications.

1. EA3 Civil Engineering, Inc.
2. Mead & Hunt
3. Newkirk Engineering, Inc.
4. Upham, Inc.
5. Zev Cohen & Associates, Inc.

The Evaluation Committee met on Thursday, November 15, 2018 and 10:00 a.m. in a properly noticed public meeting and ranked the submitting firms based on the published evaluation criteria as follows:

1. Mead & Hunt
2. Zev Cohen & Associates, Inc.
3. Upham, Inc.
4. Newkirk Engineering, Inc.
5. EA3 Civil Engineering, Inc.

On December 11, 2018, the City Commission approved the Evaluation Committee's recommendation to the Commission to allow staff to negotiate with the top two ranked firms Mead & Hunt and Zev Cohen & Associates, Inc. for the engineering design for the below listed projects. These grants provide for 75 percent reimbursement while the remaining 25 percent will be the responsibility of the city of Holly Hill. In accordance with CCNS the proposals were negotiated with Mead and Hunt (Cordova/Ridge Exfiltration), and with Zev-Cohen (remainder) to perform the designs.

Project	Grant Funding	100% funding Target	Proposal
Cordova/Ridge Exfiltration	$75,821.00	$101,094.66	$104,694.00
Espanola Avenue North	$21,112.50	$28,150.00	$28,150.00
State Avenue	$12,225.00	$16,300.00	$17,000.00
Tuscaloosa Avenue	$12,225.00	$16,300.00	$16,300.00

FISCAL ANALYSIS:

While two of the proposals are slightly higher than the 100% funding Target, staff has reviewed the proposal costs and have concluded that they are reasonable and funds are available in the Stormwater Program. Therefore four proposals are being brought forward for approval.

This is a cost-reimbursement Agreement, subject to the availability of funds. Payment under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification.

STAFF RECOMMENDATION:

Approve the award of the four HMGP design proposals.

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:

APPROVING AN AGREEMENT WITH MEAD AND HUNT TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "CORDOVA/RIDGE EXFILTRATION" IN THE AMOUNT NOT TO EXCEED $104,694.00, AND AGREEMENTS WITH ZEV-COHEN TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "ESPANOLA AVENUE NORTH," "STATE AVENUE, " AND "TUSCALOOSA AVENUE" IN AMOUNTS NOT TO EXCEED $28,150.00, $17,000.00, AND $16,300.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- M+H Cordova and Ridge SW Improv Proposal 1.11.19 (PDF)
- ZEV COHE - 18185c01 EA REV 2 FINAL (PDF)
- ZEV COHE - 18185c02 SA REV 2 FINAL (PDF)
- ZEV COHE - 18185c03 TA REV 2 FINAL (PDF)

Resolution No. 2019-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "CORDOVA / RIDGE EXFILTRATION" IN THE AMOUNT NOT TO EXCEED $104,694.00 AND AGREEMENTS WITH ZEV-COHEN TO PERFORM THE ENGINEERING DESIGN FOR THE PROJECTS "ESPANOLA AVENUE NORTH", "STATE AVENUE", AND "TUSCALOOSA AVENUE" IN THE AMOUNTS NOT TO EXCEED $28,150.00, $17,000.00, AND $16,300.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT TO PERFORM ENGINEERING DESIGN FOR THE PROJECT "CORDOVA/RIDGE EXFILTRATION" IN THE AMOUNT NOT TO EXCEED $104,694.00 AND AGREEMENTS WITH ZEV-COHEN TO PERFORM ENGINEERING DESIGN FOR THE PROJECTS "ESPANOLA AVENUE NORTH," "STATE AVENUE", AND "TUSCALOOSA AVENUE" IN AMOUNTS NOT TO EXCEED $28,150.00, $17,000.00, AND $16,300.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Hazard Mitigation Grant Program (HMGP) provides funds after a disaster declaration to protect public or private property through various mitigation measures. Hazard mitigation includes long-term efforts to reduce the impact of future events. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Although the Hazard Mitigation Grant Program is federally funded, the program is administered by the Florida Division of Emergency Management; and

WHEREAS, The City received authorization to move forward with engineering design; and

WHEREAS, In accordand with CCNA the proposals were negotiated with Mead

and Hunt (Cordova/Ridge Exfiltration), and with Zev-Cohen (Espanola Avenue North, State Avenue, Tuscaloosa Avenue) to perform the designs; and

WHEREAS, This is a cost-reimbursement Agreement, subject to the availability of funds. Payment under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification; and

WHEREAS, funds are available in the Stormwater Program.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Mead and Hunt to perform engineering design for the project "Cordova/Ridge Exfiltration" in the amount not to exceed $104,694.00.

SECTION 2. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Zev-Cohen to perform engineering design for the project "Espanola Avenue North," in amount not to exceed $28,150.00.

SECTION 3. That the City Commission of the City of Holly Hill, Florida, does hereby approve an agreement with Zev-Cohen to perform engineering design for the project "State Avenue, " in amount not to exceed $17,000.00.

SECTION 4. That the City Commission of the City of Holly Hill does hereby approve an agreement with Zev-Cohen to perform engineering design for the project "Tuscaloosa Avenue" in amounts not to exceed $16,300.00 and authorizing the City Manager to execute the agreement.

SECTION 5. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreements with Mead and Hunt and with Zev-Cohen to perform the engineering design.

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

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

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

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

January 10, 2019

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

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

CITY OF HOLLY HILL
CORDOVA AVENUE AND RIDGE AVENUE STORMWATER IMPROVEMENTS

Dear Walt,

We are pleased to present the enclosed revised scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of design, permitting and bidding services for the installation of exfiltration trenches on Cordova and Ridge Avenue, as described in the City's Stormwater Master Plan Update – Project 11 and 12. Our office will assist the City with the requirements outlined in the HMGP grant. Construction phase services are not included.

Mead & Hunt is well qualified to perform these services for the City. Our firm has provided engineering, design, permitting, and construction services on many similar projects of this type in the past for the City of Holly Hill.

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

Sincerely,

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

Brad T. Blais, P.E.
Vice President/Market Leader

AMG/BTB:bf
Enclosures: Exhibit 'A' – Scope of Services
Exhibit 'B' – Manhour-Fee Estimate
Figure 5.12 from SW Master Plan Update

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

Walt Smyser

EXHIBIT 'A'
CITY OF HOLLY HILL
CORDOVA AVENUE AND RIDGE AVENUE STORMWATER IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE

General: The City of Holly Hill (CITY) and Mead & Hunt, Inc. (M&H) entered into a General Engineering Services Contract RFQ-ENG-15-01 dated effective November 12, 2015, is referred to herein as the Contract.

Background: The City was successful in obtaining a HMGP grant to construct the subject project. Cordova Avenue and Ridge Avenue are located east of US1 and north of 15th Street. This project was identified in the City's Stormwater Master Plan Update (M&H 2015) and consists of retrofitting Cordova Avenue and Ridge Avenue with stormwater collection and treatment where none currently exists.

Purpose of Work: The CITY desires to have M&H provide professional services for the design, permitting and bidding services which are needed for this project. Construction phase services are not included.

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

TASK 1 - DESIGN PHASE

Upon Notice to Proceed, M&H will begin evaluation of the existing system. Complete analysis of the existing system will require obtaining a survey from a Professional Land Surveyor. Included in the scope is a Subsurface Utility Engineering (SUE) task to locate existing utilities prior to authorizing the survey.

Once the survey information has been received, M&H will proceed to 60% design documents and submit for city review and comments. Upon receipt of CITY comments, M&H will proceed to 100% design documents (drawings and specifications).

Survey: M&H will obtain the services of a qualified licensed surveyor to provide the survey for this project. An allowance of $21,500 is included for this task.

Geotechnical Engineering: M&H intends to sub-consult with ECS Florida, LLC to perform a geotechnical investigation and analysis of the route of stormwater pipe required to determine if unsuitable material exists. An allowance of $2,500 is included for this task.

TASK 2 - PERMITTING

M&H will prepare an ERP application to construct the stormwater improvements and submit such to the St. Johns River Water Management District (SJRWMD). A permit application fee allowance has been included. M&H will respond to all reasonable Requests for Additional Information (RAI's) from SJRWMD.

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

TASK 3 – HMGP Grant Assistance

The HMGP Grant obtained for this project requires the City to document the benefits from implementation and provide an analysis of the cost versus benefits. M&H will assist the City in this task. However, M&H cannot guarantee the results of the benefit-cost analysis (BCA) as the benefits are unknown at the time of this submittal. This project was included within the Master Plan report as a stormwater quality improvement project to mitigate for increased discharges from future flood reduction projects. This task will include preparation of the BCA with information provided by the City on the cost or damages that the City has expended funds. The task will cover responses to a maximum of two (2) requests for additional information from the granting agency.

TASK 4 – BIDDING ASSISTANCE

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

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

Task 1:	Design	$63,159	Lump Sum
Task 2:	Permitting	$6,365	Lump Sum
Task 3:	HMGP Grant Assistance	$5,230	Lump Sum
Task 4:	Bidding Assistance	$4,940	Lump Sum
	Survey	$21,500	Allowance
	Geotechnical Investigation	$2,500	Allowance
	Printing Allowance	$1,000	Allowance
	Total	**$104,694**	

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

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

Survey and geotechnical investigation	45 days from NTP
60% plans, draft specs, prelim cost estimate	120 days from NTP
90% design documents	30 days from receipt of comments
Submit SJRWMD Permit Application	At 90% design
100% design documents	15 days from receipt of permit
Submit 'Bid Set' Plans & Specifications	10 days from receipt of City comments/approval

Exclusions: This proposal excludes construction administration services and all items not specifically referenced herein.

The construction cost for this project is estimated to be approximately $1.8M.

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

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

MEAD & HUNT, INC.

Brad T. Blais, P.E.
Vice President/Market Leader

Date: 10 January, 2019

CITY OF HOLLY HILL, FLORIDA

Date: _____

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

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

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

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

EXHIBIT ' B'
CITY OF HOLLY HILL
CORDOVA AVENUE AND RIDGE AVENUE STORMWATER IMPROVEMENTS
MEAD & HUNT MANHOUR/FEE ESTIMATE

Task Order Reference	Description	Project Manager/ Principal (hours)	Project Engineer	CADD Technicians (hours)	Production Manager (hours)	Clerical Support (hours)	Resident Project Representative (hours)	Subsurface Utility Engineering (SUE) (days)	Subconsultants and Allowances (2)	Total Task ($)
	Hourly Rate	$175.00	$140.00	$75.00	$80.00	$50.00	$65.00	$2,243		See Below
1	**Design**									
1.1	Subconsultant Coordination, SUE, Data Collection and Field Reconnaissance	4	20	8	8	8	0	3		$ 11,869.00
1.2	Survey and Geotechnical Investigation	0	0	0	0	0	0	0	$ 24,000.00	$ 24,000.00
1.3	Attend up to 3 meetings with City staff	4	12	0	0	3	0	0		$ 2,530.00
1.2	60% design documents	24	80	168	36	48	0	0		$ 33,280.00
1.3	Final design documents	16	40	72	16	8	0	0		$ 15,480.00
	Subtotals	**48**	**152**	**248**	**60**	**67**	**0**	0	**$ 24,000.00**	**$ 87,159.00**
2	**Permitting**									
2.1	Determine permitting needs	1	2	0	4	2	0			$ 875.00
2.2	SJRWMD general permit application and RAIs	2	16	16	20	2	0	0		$ 5,490.00
	Subtotals	**3**	**18**	**16**	**24**	**4**	**0**	**0**		**$ 6,365.00**
3	**HMGP Grant Assistance**									
3.1	Grant Assistance	2	32	0	0	8	0	0		$ 5,230.00
	Subtotals	**2**	**32**	**0**	**0**	**8**	**0**	**0**		**$ 5,230.00**
4	**Bidding Assistance**									
4.1	Prepare tabulations of pay items	1	4	0	0	4	0	0		$ 935.00
4.2	Provide electronic documents for City distribution	0	2	0	4	4	0	0		$ 800.00
4.3	Address potential bidder questions	1	8	0	4	2	0	0		$ 1,715.00
4.4	Review received bids	1	4	0	0	4	0	0		$ 935.00
4.5	Prepare bid award recommendation letters	1	2	0	0	2	0	0		$ 555.00
	Subtotals	**4**	**20**	**0**	**8**	**16**	**0**	**0**		**$ 4,940.00**
	Total	**55**	**190**	**264**	**92**	**87**	**0**	**0**		**$ 103,694.00**
								Reimbursables Allowance	$ 1,000.00	$ 1,000.00
								Grand Total	**$ 25,000.00**	**$ 104,694.00**

Subconsultant/Allowance Breakdown:

Description	Amount
Geotechnical subconsultant incl in Task 1.2	$ 2,500.00
Topographic Survey incl in Task 1.3	$ 21,500.00
SUE Services- incl in Task 1.1	$ 6,729.00
Printing/Postage/Out-of-Pocket Expenses	$ 1,000.00
Total	**$ 31,729.00**

Notes:

(1) Construction phase services are not included at this time.

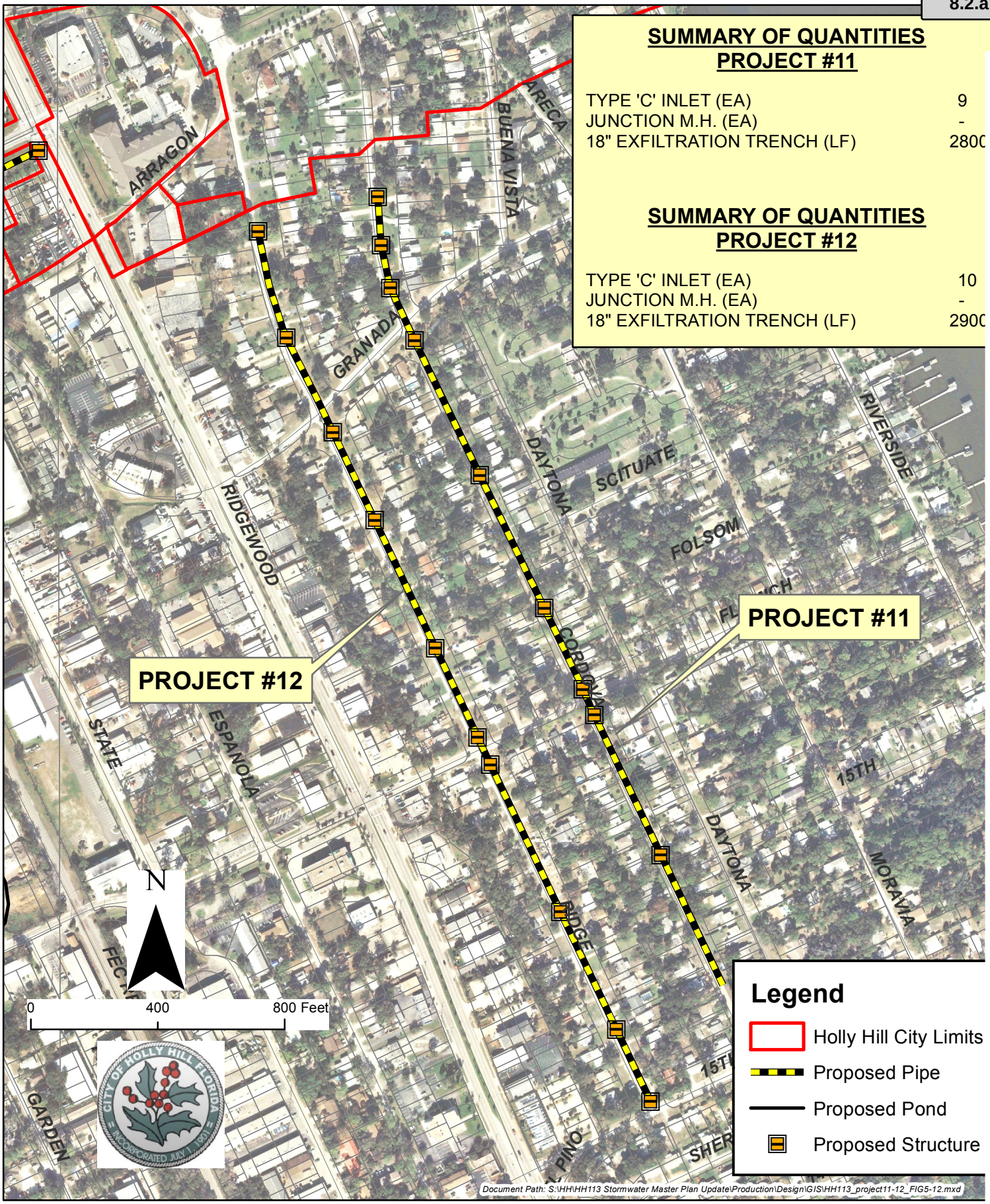
(2) Subconsultant costs to be billed as part of the lump sum fee for each task. Subconsultant proposals are attached. Survey amount includes contingency for data needs for H&H model update.

(3) SUE efforts include daily rate for technician and helper ($136/hr), vacuum excavator($660/day), truck ($330/day), and GPR($165/day) for a total of $2243/day. Total shown is 3 days x $2243/day = $6,729.00.

(4) Allowances to be billed at actual cost.

(5) Manhour and fee estimate used to estimate lump sum fees set forth in the 'Compensation' section of the proposal.

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)



QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX: 386.761.3977
P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
PHONE: 386.761.6810

CITY OF HOLLY HILL STORMWATER MASTER PLAN UPDATE 2014

FIGURE 5.12

PROJECTS #11 AND #12

Attachment: M+H Cordova and Ridge SW Improv Proposal 1.11.19 (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-[illegible]
www.ZevCohen.

January 11, 2019
(Revised February 6, 2019)

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

Hereinafter referred to as Client.

RE: HMPG Holly Hill – Espanola Avenue
ZC 18185

Project Summary

The project will consist of drainage improvements to the Espanola Avenue Right-of-Way (ROW) in conjunction with the City's FEMA HMGP grant. The City has made a submittal to FEMA as part of the Grant application indicating the general proposed improvements to the Espanola ROW from Flomich Street and Aragon Street consisting of 2,250 lf of 15" pipe and inlets. The City wishes ZCA to prepare construction documents for these proposed improvements.

Scope of Services

I. Surveying Services

ZCA shall subcontract surveying services for Espanola Avenue. The survey services shall consist of a topographic and Right-of-way survey of the subject roadways. The topographic survey shall include a minimum of 15' outside of the ROW. (See the attached exhibit)

Fee for Task I: Lump Sum $4,384.00

II. Civil Engineering

A. Project Coordination – ZCA shall coordinate with the surveyor and the geotechnical engineer to obtain the information needed for the Civil Engineering design. ZCA shall coordinate with the City staff to obtain existing surveys, maps, and other information pertaining to the project. ZCA shall contact the utility companies to make them aware of the proposed improvements.

B. Drainage Design and Permitting – ZCA shall use the survey as a base plan to prepare Preliminary Construction Plans for the City staff review. The Preliminary Construction plans will include the following sheets (some sheets may be combined together):

- Cover Sheet
- Bid Sheet

Attachment: ZEV COHE - 18185c01 EA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

- Note Sheet
- Erosion Control Sheet
- Grading and Drainage Sheet(s)
- Construction Detail Sheet

The Preliminary Construction plans will be submitted to the City staff for their review and comment. ZCA shall incorporate the City's comments into the Final plans. The final plans will be submitted to the City for their submittal to FEMA. The following items are from a meeting with the City staff and qualify the limits of the scope:

- FEMA will require a cost/benefit analysis from the City. The City will need ZCA's assistance in estimating costs as part of their analysis.
- No drainage improvements outside of the City ROW. ZCA noticed some yards are lower than the road but the City said only work within the ROW will be included in this scope.
- No upgrades to downstream drainage system will be done. The grant only allows for drainage improvements within the specific listed ROW areas.
- No additional grant support will be needed by ZCA other than the plan preparation and assistance with the cost/benefit analysis.
- Bidding or any CA (including response to RFI, plan updates, conflict resolution, etc.) were asked not to be included in this scope of work.
- No SUV (soft digs) should be included in the scope of service. We should assume a depth of sewer, water and other utility depths when designing the drainage pipe system. Conflicts will have to be addressed by others during construction.
- ZCA will follow the plan prep format as show in the Lift Station 12 Rehab plan set
- No flood studies are included in the scope of services

Fee for Task II A-B: Lump Sum $21,766.00

C. Cost Benefit Analysis Assistance - ZCA will submit a "no permit required" request to St. John's River Water Management District. The Preliminary Construction plans shall be used to assist the City staff with the Cost/ Benefit Analysis required by FEMA. Per our meeting with City staff, ZCA will assist the City with this analysis providing costs and ideas. The final version of the analysis will be prepared and submitted to FEMA by the City staff. Upon approval of the Cost/Benefit Analysis by FEMA and authorization by the City, ZCA shall prepare the Final Construction plans.

Fee for Task II C: Lump Sum $2,000.00

Fee for Tasks I-II: Total Lump Sum $28,150.00

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

1. Traffic Impact Studies/MOT Plans
2. FEMA Map Revisions or Amendments
3. No design improvements beyond the ROW lines
4. NPDES permitting, inspections, and reporting
5. Color Rendering/Graphic Representations
6. Site lighting or structural design

Attachment: ZEV COHE - 18185c01 EA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

7. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions)
8. FDOT or FDEP Permitting. It is assumed no drainage connection directly to FDOT ROW and only water and sewer service lateral adjustments to be done.

All permit application and resubmittal fees shall be paid by the Client prior to submittal, if applicable. Reimbursable expenses are included in the fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed purchase order will be considered our notice to commence work.**

Attachment: ZEV COHE - 18185c01 EA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

We look forward to working with you on this project. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Samuel C. Hamilton, P.E.
Senior Vice President

Accepted on: _____
Date

Accepted by: _____
Signature

_____
Print Name

_____
Print/Type Company Name

SCH/ns
18185c01 EA REV 2
cc: M. Dwight DuRant., P.E.
Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Viviana Vargas
File

PURSUANT TO THE FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Attachment: ZEV COHE - 18185c01 EA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

Aragon St.
REQUESTED SURVEY LIMITS: R-O-W PLUS 15' BEYOND R-O-W
Granada St
Espanola Ave
State Ave
Ridgewood Ave
Flomich St.
Aragon St
Espanola Ave
State Ave
Florida St
Ridgewood Ave
5

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-[illegible]
www.ZevCohen.

January 11, 2019
(Revised February 6, 2019)

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

Hereinafter referred to as Client.

RE: HMPG Holly Hill – State Avenue
ZC 18185

Project Summary

The project will consist of drainage improvements to the State Avenue Right-of-Way (ROW) in conjunction with the City's FEMA HMGP grant. The City has made a submittal to FEMA as part of the Grant application indicating the general proposed improvements to 615 State Avenue to 701 State Avenue consisting of 640 lf of 15" pipe and inlets.

Scope of Services

I. Surveying Services

ZCA shall subcontract surveying services for State Avenue. The survey services shall consist of a topographic and Right-of-way survey of the subject roadways. The topographic survey shall include a minimum of 15' outside of the ROW. (See the attached exhibit)

Fee for Task I: Lump Sum $2,074.000

II. Civil Engineering

A. Project Coordination – ZCA shall coordinate with the surveyor and the geotechnical engineer to obtain the information needed for the Civil Engineering design. ZCA shall coordinate with the City staff to obtain existing surveys, maps, and other information pertaining to the project. ZCA shall contact the utility companies to make them aware of the proposed improvements.

B. Drainage Design and Permitting – ZCA shall use the survey as a base plan to prepare Preliminary Construction Plans for the City staff review. The Preliminary Construction plans will include the following sheets (some sheets may be combined together):

- Cover Sheet
- Bid Sheet

Attachment: ZEV COHE - 18185c02 SA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

- Note Sheet
- Erosion Control Sheet
- Grading and Drainage Sheet(s)
- Construction Detail Sheet

The Preliminary Construction plans will be submitted to the City staff for their review and comment. ZCA shall incorporate the City's comments into the Final plans. The final plans will be submitted to the City for their submittal to FEMA. The following items are from a meeting with the City staff and qualify the limits of the scope:

- FEMA will require a cost/benefit analysis from the City. The City will need ZCA's assistance in estimating costs as part of their analysis.
- No drainage improvements outside of the City ROW. ZCA noticed some yards are lower than the road but the City said only work within the ROW will be included in this scope.
- No upgrades to downstream drainage system will be done. The grant only allows for drainage improvements within the specific listed ROW areas.
- No additional grant support will be needed by ZCA other than the plan preparation and assistance with the cost/benefit analysis.
- Bidding or any CA (including response to RFI, plan updates, conflict resolution, etc.) were asked not to be included in this scope of work.
- No SUV (soft digs) should be included in the scope of service. We should assume a depth of sewer, water and other utility depths when designing the drainage pipe system. Conflicts will have to be addressed by others during construction.
- ZCA will follow the plan prep format as show in the Lift Station 12 Rehab plan set
- No flood studies are included in the scope of services

Fee for Task II A-B: Lump Sum $13,426.00

C. Cost Benefit Analysis Assistance - ZCA will submit a "no permit required" request to St. John's River Water Management District. The Preliminary Construction plans shall be used to assist the City staff with the Cost/ Benefit Analysis required by FEMA. Per our meeting with City staff, ZCA will assist the City with this analysis providing costs and ideas. The final version of the analysis will be prepared and submitted to FEMA by the City staff. Upon approval of the Cost/Benefit Analysis by FEMA and authorization by the City, ZCA shall prepare the Final Construction plans.

Fee for Task II C: Lump Sum $1,500.00

Fee for Tasks I-II: Total Lump Sum $17,000.00

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

1. Traffic Impact Studies/MOT Plans
2. FEMA Map Revisions or Amendments
3. No design improvements beyond the ROW lines
4. NPDES permitting, inspections, and reporting
5. Color Rendering/Graphic Representations
6. Site lighting or structural design

Attachment: ZEV COHE - 18185c02 SA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

7. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions)
8. FDOT or FDEP Permitting. It is assumed no drainage connection directly to FDOT ROW and only water and sewer service lateral adjustments to be done.

All permit application and resubmittal fees shall be paid by the Client prior to submittal, if applicable. Reimbursable expenses are included in the fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed purchase order will be considered our notice to commence work.**

Attachment: ZEV COHE - 18185c02 SA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

We look forward to working with you on this project. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Samuel C. Hamilton, P.E.
Senior Vice President

Accepted on: _____
Date

Accepted by: _____
Signature

_____
Print Name

_____
Print/Type Company Name

SCH/ns
18185c02 SA REV 2
cc: M. Dwight DuRant., P.E.
Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Viviana Vargas
File

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Attachment: ZEV COHE - 18185c02 SA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

Client Initials_____

8th St.
8th St
State Ave
Ridgewood Ave
Ridgewood Ave
5
REQUESTED SURVEY LIMITS: R-O-W PLUS 15' BEYOND R-O-W
701 State Ave
Carswell Ave
Carswell Ave
State Ave
615 State Ave
6th St
6th St.

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-[illegible]
www.ZevCohen.

January 11, 2019
(Revised February 6, 2019)

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

Hereinafter referred to as Client.

RE: HMPG Holly Hill – Tuscaloosa Avenue
ZC 18185

Project Summary

The project will consist of drainage improvements to the Tuscaloosa Avenue Right-of-Way (ROW) in conjunction with the City's FEMA HMGP grant. The City has made a submittal to FEMA as part of the Grant application indicating the general proposed improvements to 15th Street north to 1524 Tuscaloosa Avenue and 1536 Tuscaloosa Avenue north to Flomich Street consisting of 800 lf of 15" pipe and inlets. The City wishes ZCA to prepare construction documents for these proposed improvements.

Scope of Services

I. Surveying Services

ZCA shall subcontract surveying services for Tuscaloosa Avenue. The survey services shall consist of a topographic and Right-of-way survey of the subject roadways. The topographic survey shall include a minimum of 15' outside of the ROW. (See the attached exhibit)

Fee for Task I: Lump Sum $3,188.00

II. Civil Engineering

A. Project Coordination – ZCA shall coordinate with the surveyor and the geotechnical engineer to obtain the information needed for the Civil Engineering design. ZCA shall coordinate with the City staff to obtain existing surveys, maps, and other information pertaining to the project. ZCA shall contact the utility companies to make them aware of the proposed improvements.

B. Drainage Design and Permitting – ZCA shall use the survey as a base plan to prepare Preliminary Construction Plans for the City staff review. The Preliminary Construction plans will include the following sheets (some sheets may be combined together):

- Cover Sheet

Attachment: ZEV COHE - 18185c03 TA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

- Bid Sheet
- Note Sheet
- Erosion Control Sheet
- Grading and Drainage Sheet(s)
- Construction Detail Sheet

The Preliminary Construction plans will be submitted to the City staff for their review and comment. ZCA shall incorporate the City's comments into the Final plans. The final plans will be submitted to the City for their submittal to FEMA. The following items are from a meeting with the City staff and qualify the limits of the scope:

- FEMA will require a cost/benefit analysis from the City. The City will need ZCA's assistance in estimating costs as part of their analysis.
- No drainage improvements outside of the City ROW. ZCA noticed some yards are lower than the road but the City said only work within the ROW will be included in this scope.
- No upgrades to downstream drainage system will be done. The grant only allows for drainage improvements within the specific listed ROW areas.
- No additional grant support will be needed by ZCA other than the plan preparation and assistance with the cost/benefit analysis.
- Bidding or any CA (including response to RFI, plan updates, conflict resolution, etc.) were asked not to be included in this scope of work.
- No SUV (soft digs) should be included in the scope of service. We should assume a depth of sewer, water and other utility depths when designing the drainage pipe system. Conflicts will have to be addressed by others during construction.
- ZCA will follow the plan prep format as show in the Lift Station 12 Rehab plan set
- No flood studies are included in the scope of services

Fee for Task II A-B: Lump Sum $11,612.00

C. Cost Benefit Analysis Assistance - ZCA will submit a "no permit required" request to St. John's River Water Management District. The Preliminary Construction plans shall be used to assist the City staff with the Cost/ Benefit Analysis required by FEMA. Per our meeting with City staff, ZCA will assist the City with this analysis providing costs and ideas. The final version of the analysis will be prepared and submitted to FEMA by the City staff. Upon approval of the Cost/Benefit Analysis by FEMA and authorization by the City, ZCA shall prepare the Final Construction plans.

Fee for Task II C: Lump Sum $1,500.00

Fee for Tasks I-II: Total Lump Sum $16,300.00

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

1. Traffic Impact Studies/MOT Plans
2. FEMA Map Revisions or Amendments
3. No design improvements beyond the ROW lines
4. NPDES permitting, inspections, and reporting
5. Color Rendering/Graphic Representations

Attachment: ZEV COHE - 18185c03 TA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

6. Site lighting or structural design
7. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions)
8. FDOT or FDEP Permitting. It is assumed no drainage connection directly to FDOT ROW and only water and sewer service lateral adjustments to be done.

All permit application and resubmittal fees shall be paid by the Client prior to submittal, if applicable. Reimbursable expenses are included in the fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

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Attachment: ZEV COHE - 18185c03 TA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)

We look forward to working with you on this project. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Samuel C. Hamilton, P.E.
Senior Vice President

Accepted on: _____
Date

Accepted by: _____
Signature

_____
Print Name

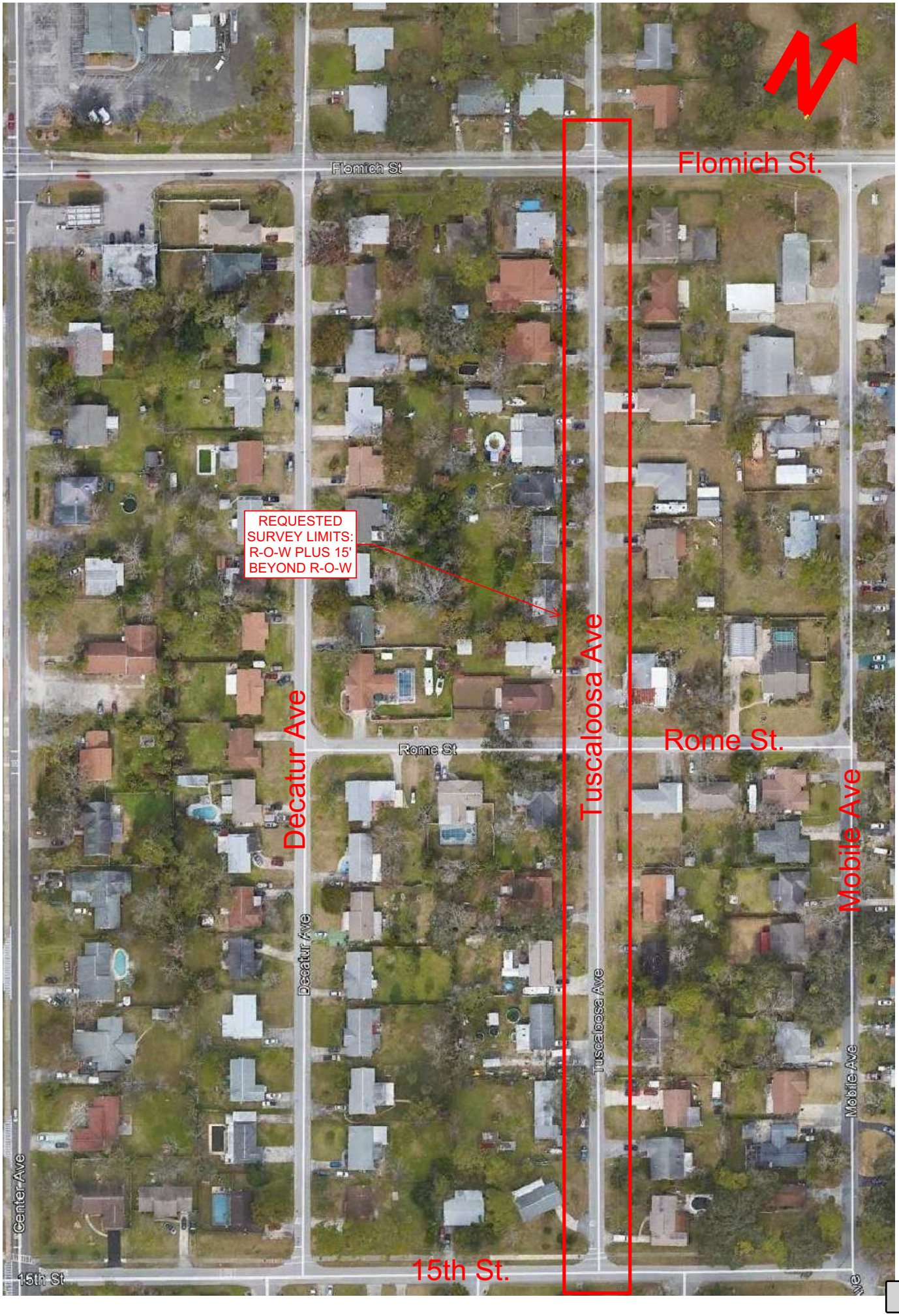
_____
Print/Type Company Name

SCH/ns
18185c01 TA REV 2
cc: M. Dwight DuRant., P.E.
Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Viviana Vargas
File

PURSUANT TO THE FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Client Initials_____

Attachment: ZEV COHE - 18185c03 TA REV 2 FINAL (2019-R-18 : Approval for Engineering of Hazard Mitigation Grant Program Projects)


Flomich St
Flomich St.
REQUESTED SURVEY LIMITS: R-O-W PLUS 15' BEYOND R-O-W
Decatur Ave
Tuscaloosa Ave
Rome St
Rome St.
Mobile Ave
Center Ave
15th St
15th St.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 26, 2019**
FROM: **Walt Smyser**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with GML Coatings, LLC to Perform the Project "Resurface/Sea Walls of Manholes" in the Amount Not to Exceed $48,805.00 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-19**
APPLICANT:
PLANNER:

DISCUSSION:

There are approximately 1400 sewer manholes in the city of Holly Hill connecting the city's sewer/wastewater collection system. Manholes are sewer structures that allows the maintenance activities to be completed on the underground sewer lines and provide access for proper preventive and emergency maintenance.

Infiltration is groundwater that enters the sewer system through leaks in the manhole walls. This additional stormwater infiltration increases the volume of the sewage that is being treated at the wastewater plant which increase the cost of operations of the sewer treatment plant.

Most of these manholes were installed in the 60's and 70's and were built with brick and mortar. Due to the condition/age of these manholes, rehabilitation is needed to repair structural defects, eliminate infiltration and correct corrosion deterioration of the manhole walls. The city is implementing a multi-year rehabilitation program starting in FY18-19 with a total of 13 manholes that are in worst condition that will be refurbished and sealed at a cost of $48,805.00.

This will be a two-step process. A cementation grout is applied that helps restore structural integrity. Then a zero-voc epoxy is applied to provide **premium corrosion resistance** where high concentrations of hydrogen sulfide, sulfuric acid, sodium hydroxide, hydrocarbons and an array of other chemicals are present. The manholes to be refurbished are identified in the first list on the proposal attached.

This project is being awarded by piggy-backing a contract issued by the City of Punta Gorda, FL.

FISCAL ANALYSIS:

This project is funded in the Wastewater Renewal and Replacement Fund, 400-3020-535-4663 at

a cost of $48,805.00. This availability will be accomplished by delaying the LS#18 Wet Well Rehab project in this account, which is not as critical as the need for the manholes refurbishing.

STAFF RECOMMENDATION:

Approve the award through use of the Punta Gorda Contract and authorize the City Manager to enter into a contract with GML Coatings, LLC for the project Resurface/Seal Walls of Manholes.

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:

APPROVING THE AGREEMENT WITH GML COATINGS, LLC TO PERFORM THE PROJECT "RESURFACE/SEAL WALLS OF MANHOLES" IN THE AMOUNT NOT TO EXCEED $48,805.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Punta Gorda Annual Contract Extention 2019 (PDF)
- 19017-Holly Hill Manhole Proposal (PDF)
- City of Holly Hill COI GL (PDF)
- City of Holly Hill COI WC (PDF)
- GML W9 12.13.18 (1) (PDF)

Resolution No. 2019-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH GML COATINGS, LLC TO PERFORM THE PROJECT "RESURFACE/SEA WALLS OF MANHOLES" IN THE AMOUNT NOT TO EXCEED $48,805.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH GML COATINGS, LLC TO PERFORM THE PROJECT "RESURFACE/SEAL WALLS OF MANHOLES" IN THE AMOUNT NOT TO EXCEED $48,805.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, most of these manholes in the City of Holly Hill were installed in the 60's and 70's and were built of brick; and

WHEREAS, Due to the condition of the manholes rehabilitation is required to repair structural defects, eliminate infiltration and correct corrosion deterioration of the manhole walls; and

WHEREAS, the City of Holly Hill desires to start a multi-year rehabilitation program; and

WHEREAS, for 2019, 13 manholes have been selected that are in serious need of structural and sealing rehabilitation; and

WHEREAS, the FY 2018-2019 has identified funding for this project and LS#18 wet well rehabilitation as projects in the Wastewater Renewal and Replacement Fund; and

WHEREAS, this resolution will remove the LS#18 wet well rehabilitation from the list of projects to be completed for FY 2018-2019 and deferred to future years and re-appropriate the funding allocated from LS#18 wet well rehabilitation to Refurbish/Seal Sewer Manholes; and

WHEREAS, GML Coatings, LLC will perform the repairs under a contract issued through the City of Punta Gorda for $48,805.00; and

WHEREAS, City staff recommends approval of the award to GML Coatings, LLC.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby approve the agreement with GML Coatings, LLC to perform the project Resurface/Seal Walls Of Manholes.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with GML Coatings, LLC to perform the project Resurface/Seal Walls Of Manholes.

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

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

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

CITY OF PUNTA GORDA, FLORIDA

REQUEST FOR CONTRACT RENEWAL

AGREEMENT NUMBER: #R2012101/SVC-MHLSREHAB/1213

DESCRIPTION: Manhole & Lift Station Rehabilitation

INITIAL CONTRACT PERIOD: 8/13/2013 through 8/12/2016 (Three (3) yrs)
RENEWAL CONTRACT PERIOD: 8/13/2016 through 8/12/2019 (Three (3) yrs)

VENDOR: GML Coatings, LLC - **ATTENTION: Ryan Schwake**
10315 Technology Terrace
Lakewood Ranch, FL 34211

Renewal of the Agreement is contingent upon acceptance to renew by the department, Procurement Manager, and/or City Manager.

VENDOR APPROVAL:
Being an authorized representative of the firm, I do hereby authorize the renewal of the referenced Agreement with a reduction of Ø % in prices, and at the same terms and conditions for the renewal period stated above.

Authorized Signature	Title	Date
	Manager	6-28-16

PLEASE RETURN COMPLETED BY: July 15, 2016

CITY OF PUNTA GORDA
326 W. Marion Avenue
PUNTA GORDA, FL 33950
Attn: Deb Adams
Email: dadams@pgorda.us
(941) 575-3351 **(941) 575-3340 (FAX)**

Average Annual Expenditure: $127,532.00

RENEWAL APPROVED PER THE RENEWAL PERIOD/TERMS STATED:

Procurement Manager	Date:	City Manager	Date:
	6/29/16		6/29/2016

Comments:

PUNTA GORDA
It's Happening On The Harbor

Attachment: Punta Gorda Annual Contract Extention 2019 (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

CONTRACT – MANHOLE & LIFT STATION REHABILITATION
AGREEMENT #R2012101/SVC-MHLSREHAB/1213
INITIAL PERIOD ☐ RENEWAL PERIOD ☒ EXTENSION ☐
CONTRACT PERIOD: AUGUST 13, 2013 THRU AUGUST 12, 2019
PRICES EFFECTIVE THROUGH: AUGUST 12, 2017

NOTE: Prices may remain fixed for an extended period if price adjustment not requested by Vendor

MUILTIPLE VENDOR AWARD

Deb Adams, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR #1: **GML Coatings, LLC**

PRIMARY ORDERING CONTACT INFORMATION: Ryan Schwake

EMAIL: rschwake@prim.com
TELEPHONE: 941-755-2176 x4720 FAX: 941-755-2428 CELL: 941-894-8022
MAILING ADDRESS: 10315 Technology Terrace, Lakewood Ranch, FL 34211

ALTERNATE ORDERING CONTACT INFORMATION: Eric McRoberts

EMAIL: emcroberts@prim.com
TELEPHONE: 941-320-3136 FAX: 941-755-2428 CELL: 941-894-8022

CONTRACT ADMINISTRATION CONTACT: see Ryan Schwake above

PAYMENT TERMS: Net 45
ACCEPT CREDIT CARDS: ☐ Yes ☒ No
CREDIT CARD PROCESS: none
MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 2% 3RD YEAR – 3%

RESPONSE TIME:

A. All work issued under this Agreement shall be through a Statement of Work (Exhibit B) and agreed to by both parties.

B. The City shall describe the scope of services and locations and submit the request to the CONTRACTOR.

C. The CONTRACTOR to review, indicate quantities and costs of project and advise of a start and completion date. The CONTRACTOR agrees to complete, sign and return the Statement of Work form issued by a CITY Department within three (3) business days from receipt of CITY request. REPETITIVE FAILURE TO MEET THIS REQUIREMENT MAY BE JUST CAUSE TO TERMINATE THE CONTRACT IN ITS ENTIRETY.

D. A fully executed Statement of Work shall acknowledge agreement by both parties to the location, required services, and project timeline and project costs.

PURCHASING REQUIREMENTS

1) Departments shall enter a requisition for issuance of a PO and send a copy of the fully executed SOW to Procurement. CIP requisitions will need a separate PO.

2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Attachment: Punta Gorda Annual Contract Extention 2019 (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

GML COATINGS PRICING

Item	Description	UOM	Unit Price
1	Mobilization/Demobilization	LS	$400.00
Manhole Surface Preparation			
2	Sand blasting and/or pressure washing & removal of existing coating material		
	48” Diameter	VF	$60.00
	60” Diameter	VF	$75.00
	72” Diameter	VF	$90.00
3	Hydroblasting		
	48” Diameter	VF	$60.00
	60” Diameter	VF	$75.00
	72” Diameter	VF	$90.00
4	Demolition & removal of preexisting mechanically fastened or embedded liner materials		
	48” Diameter	VF	$100.00
	60” Diameter	VF	$125.00
	72” Diameter	VF	$150.00
Lift Station Surface Preparation			
5	Sand blasting and/or pressure washing & removal of existing coating material		
	4’ Diameter	VF	$60.00
	6’ Diameter	VF	$90.00
	8’ Diameter	VF	$120.00
	10’ Diameter	VF	$150.00
	12’ Diameter	VF	$180.00
6	Demolition & removal of preexisting mechanically fastened or embedded liner materials		
	4’ Diameter	VF	$100.00
	6’ Diameter	VF	$150.00
	8’ Diameter	VF	$200.00
	10’ Diameter	VF	$250.00
	12’ Diameter	VF	$300.00
Additional Pricing Information for Manhole & Lift Station Repair Items			
7	Manhole Bypass Pumping: 8” Flow	Day	$850.00
8	Manhole Bypass Pumping: 10” Flow	Day	$1,180.00
9	Manhole Bypass Pumping: 12” Flow	Day	$1,515.00
10	Lift Station Bypass Pumping 8” Diameter	Day	$900.00
11	Lift Station Bypass Pumping 10” Diameter	Day	$1,180.00
12	Lift Station Bypass Pumping 12” Diameter	Day	$1,615.00
13	Resetting of existing Manhole cover frame assembly	EA	$400.00
14	Installation of new Manhole cover frame assembly (City Supplied)	EA	$550.00

Attachment: Punta Gorda Annual Contract Extention 2019 (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

15	Rebuild existing Manhole bench & invert channel (4-ft dia manhole)	EA	$350.00
GML COATINGS PRICING			
Item	**Description**	**UOM**	**Unit Price**
16	Rebuild existing Manhole bench & invert channel (5-ft dia manhole)	EA	$437.50
17	Rebuild existing Manhole bench & invert channel (6-ft dia manhole)	EA	$525.00
18	Lift Station Floor work (slope of floor) 4' Radius (fillet)	EA	$500.00
19	Lift Station Floor work (slope of floor) 6' Radius (fillet)	EA	$800.00
20	Lift Station Floor work (slope of floor) 8' Radius (fillet)	EA	$1,100.00
21	Lift Station Floor work (slope of floor) 10' Radius (fillet)	EA	$1,400.00
22	Lift Station Floor work (slope of floor) 12' Radius (fillet)	EA	$1,700.00
23	Removal of existing Manhole steps	EA	$15.00
24	Chemical Grouting of Manholes – AV202 Avanti	GAL	$55.00
25	Chemical Grouting of Lift Stations – AV202 Avanti	GAL	$55.00
26	Traffic Control to meet FDOT Standards		
	Flagman	HOUR	$28.00
	Arrow Board	HOUR	$37.50
	Barricades	HOUR	$4.00
27	Sodding	SY	$50.00
APPLICATIONS			
#1 - Manhole	**Description**	**UOM**	**Unit Price**
Manufacturer	Mfg: GML Coatings, LLC SewerCrete TM Calcium Aluminate Mortar		
Approach/Scope	Manhole Rehabilitation		
Recommended Application	Manholes Only (Low to Moderate H2S Gas)		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	$50.00
	Cementitious Mortar - 1 inch thickness	VF	$150.00

Attachment: Punta Gorda Annual Contract Extention 2019 (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

GML COATINGS PRICING

#2 - Manhole	Description	UOM	Unit Price
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Manhole Rehabilitation & Coating		
Recommended Application	Manholes		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	$50.00
	Chemical based Epoxy Coating - 250 ml thickness	VF	$350.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available
#3 - Lift Station	**Description**	**UOM**	**Unit Price**
Manufacturer	GML - Green Monster TM Liner System		
Approach/Scope	Lift Station Rehabilitation & Coating		
Recommended Application	Lift Stations		
Mfg Product Warranty	10 year		
Bidder Service Warranty	10 year		
	Injection Grouting - Avanti	GAL	$50.00
	4' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	$350.00
	6' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	$525.00
	8' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	$700.00
	10' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	$875.00
	12' dia - Chemical based Epoxy Coating - 250 ml thickness	VF	$1,050.00
	Chemical based Epoxy Coating - 125 ml thickness	VF	Not Available

****
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AWARDED VENDOR #2 STARTS ON NEXT PAGE

Attachment: Punta Gorda Annual Contract Extention 2019 (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

10315 Technology Terrace ● Lakewood Ranch, FL 34211 ● Office: 941.755.2176 ● Fax: 941.755.2428 ● www.gmlcoatings.com

QUOTATION DATE: Tuesday, January 29, 2019
PROPOSAL #: 19017

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

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting
- Sag Correction of PVC Sewer
- Rerounding of Deflected PVC Sewer
- Pipe Cleaning, CCTV Inspection & Laser Measurement
- Low Pressure Air Testing & Deflection Testing
- Manhole Vaccum Testing

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- Magnaline® Point Repair
- SewerCrete™ Calcium Aluminate Mortar
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Estimator/Project Manager
GML Coatings, LLC.
941-281-9236

Attachment: 19017-Holly Hill Manhole Proposal (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

SCOPE OF WORK-Green Monster Lining

1. Surface preparation will begin by sandblasting the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
2. After sandblasting is completed, the surface area will be power washed at 4000psi, ridding the substrate of all dust and sand.
3. All sand will be removed from the structure along with other debris.
4. GML 30/60, a one component, polymer modified, cementitious mortar will be applied rebuilding the substrate and acting as a re-surfacer providing a smooth surface to spray and fixing any imperfections.
5. The work area will be completely dried using indirect heat; providing the most ideal environment for superior adhesion.
6. Green Monster™ Primer will be applied to the cleaned substrate from top to bottom providing maximum adhesion, as well as a water-proofer for the final coating of Green Monster™ Structural.
7. Green Monster™ Structural is spray applied at a 250 mil thickness. This will be sprayed from the top down creating a 100% monolithic lining system throughout the structure.

SCOPE OF WORK-SewerCrete Lining

1. Surface preparation will begin by sandblasting the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
2. After sandblasting is completed, the surface area will be power washed at 4000psi, ridding the substrate of all dust and sand.
3. All sand will be removed from the structure along with other debris.
4. SewerCrete, a 100% fused calcium aluminate cement based mortar will be applied at a minimum of 1/2 inch to a maximum of a 3 inch thickness and finished providing a smooth brushed surface.

Green Monster Manhole Lining

1	LS11-2	4	11	$4,360.00
2	LS11-10A	4	10.5	$4,185.00
3	LS11-10	4	10	$4,010.00
4	LS11-11	4	10	$4,010.00
5	LS11-12	4	10	$4,010.00
6	LS11-18	4	9.5	$3,835.00
7	LS11-22	4	9.5	$3,835.00
8	LS11-26	4	9	$3,660.00
9	LS11-35	4	7	$2,960.00
10	LS11-42	4	7	$2,960.00
11	LS11-43	4	7	$2,960.00
12	LS14-2	4	10.5	$4,185.00
13	LS14-3	4	9.5	$3,835.00
		TOTAL=		**$48,805.00**

SewerCrete Manhole Lining

NO.	Manhole ID	Diameter	Depth	PRICE
1	LS11-38	4	6	$1,760.00
2	LS11-41	4	4.5	$1,535.00
3	LS11-48	4	5	$1,610.00
4	LS11-49	4	4	$1,460.00
		TOTAL=		**$6,365.00**

TOTAL= $55,170.00

Attachment: 19017-Holly Hill Manhole Proposal (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Ac-accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

Attachment: 19017-Holly Hill Manhole Proposal (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.

XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

Attachment: 19017-Holly Hill Manhole Proposal (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

Please indicate by circle if this is:

Certified Payroll Project	**YES**	**NO**
Prevailing Wage Conditions	**YES**	**NO**
An EEO Project	**YES**	**NO**

GML COATINGS SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in in our working relationship.

COMPANY INFORMATION

GML Coatings, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.

Attachment: 19017-Holly Hill Manhole Proposal (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marcy Oquendo
Great Florida / Polivchak & Self 3928 W. Hillsborough Ave Tampa, FL 33614 Phone (813) 870-2334 Fax (813) 374-8979	PHONE (A/C, No, Ext): (813) 870-2334 FAX (A/C, No): (813) 374-8979 E-MAIL ADDRESS: gfitampa@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GML COATINGS LLC 10315 Technology Terrace Bradenton FL 34211	INSURER A : KINSDALE INSURANCE COMPANY	
	INSURER B : BERKSHIRE HATHAWAY GUARD INSURANCE	
	INSURER C : GRANADA HATHAWAY GUARD	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	0100057340-0	10/12/2018	10/12/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY ☐ ☐	N	N	077850330	10/04/2018	10/04/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM 10,000/20,000	$ 500,000.00 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	AUTO LIABILITY	N		0110FL00029820	10/12/2018	10/12/2019	UM 10,000/ 20,000	500,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Commercial Waterproofing and sealing.

CERTIFICATE HOLDER

CITY OF HOLLY HILL
453 LPGA BOULEVARD
HOLLY HILL, FL 32117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marcy Oquendo

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The ACORD name and logo are registered marks of ACORD

Attachment: City of Holly Hill COI GL (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 1/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sihle Insurance Group, Inc.
2653 McCormick Drive
Clearwater FL 33759

CONTACT NAME: Gina Scolaro
PHONE (A/C, No, Ext): 727-531-6800 **FAX (A/C, No):** 727-531-6855
E-MAIL ADDRESS: gscolaro@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Ins. Co.	10335
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BEARPOI-01
GML Coatings LLC
10315 Technology Terrace
Bradenton FL 34211

COVERAGES **CERTIFICATE NUMBER:** 702190883 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		0196-46283	6/2/2018	6/2/2019	☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Holly Hill
453 LPGA Boulevard
Holly Hill FL 32117-2898

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: City of Holly Hill COI WC (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GML Coatings, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10315 Technology Terrace

6 City, state, and ZIP code

Bradenton, FL 34211

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

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

Social security number

			–			–				

or

Employer identification number

8	2	–	1	7	8	0	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 12/13/18

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: GML W9 12.13.18 (1) (2019-R-19 : 19WW10 Refurbuish/Seal Sewer Manholes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 26, 2019**
FROM: **John McKinney**
SUBJECT: **Disposal of Fixed Assets**
NUMBER: **(ID # 2439)**
APPLICANT:
PLANNER:

DISCUSSION:

The attached list of fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

In addition to the disposal at the July 18, 2018 Commission meeting, the Commission authorized sending vehicles 823 and 101 to auction. We had to hold these cars back as two other police vehicles were involved in accidents that totaled them. Staff will bring these vehicles back to Commission for disposal once the replacements come in.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

That the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

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:

Authorize the City Manager to dispose of the attached list of surplus equipment.

- Commission Item Disposal List (PDF)

Inventory Disposal Request Form

DATE : Feb 15th 2019

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	2009000038	773	Z Turn Mower	Hustler	Super Z	7062740		01/26/09	$8,999.20	$3,199.72	PW	Unit has been replace with new equipment
2	2006002082	753	Z Turn Mower	Hustler	Hustler Z	3032105		11/14/03	$7,406.10	$41.15	PW	Unit has been replace with new equipment
3	2006002060	843	Z Turn Mower	Hustler	Hustler 60"	1082118		11/29/01	$6,318.00	$0.00	PW	Unit has been replace with new equipment
4	2006002860	862	2006 Ford Explorer	Ford	XLT	1FMEU62E26EB03178		03/08/06	$19,385.85	$0.00	PD	Crashed vehicle. Taken by insurance company
5	2008000042	806	2008 Crown Victoria	Ford	Crown Vic	2FAHP71V88X151107		03/04/08	$20,218.10	$0.00	CRA	Crashed vehicle. Taken by insurance company
6	2006002086	841	Mini Dump	Ford	F350 DRW	1FDWF36L74EC37256		04/01/04	$15,797.15	$0.00	PW	Auction. Replaced by Vehicle 170
7	2006002572	998	Dump Trailer		U Dump	43ZDG22B5L0000824		04/09/10	$20,997.10	$0.00	SLDWST	Auction. Replaced by Vehicle 1827
8	2010000027	809	2008 Impala Sedan	Chevrolet	Impala SE	2G1WT55N489286531		02/04/10	$2,500.00	$0.00	PD	Auction. Vehicle not cost effective for repair
9	2006002040	742	1999 4 x 4 PICK UP TRUCK	Chevrolet	Truck	1GBJV34WOKF309316		07/17/99	$4,500.00	$0.00	PW	Auction. Vehicle not cost effective for repair
10	N/A	172	2007 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAFP71W47X101870		10/25/11	$19,472.00		PD	Used for spare parts,then scrapped
11	2006001901	402	2004 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAHP71W54X136406		02/02/04	$19,179.00	$0.00	PD	Used for spare parts,then scrapped
12	2.006E+09	502	2005 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAHP71W45X136995		03/02/05	$19,353.00	$0.00	PD	Used for spare parts,then scrapped
13	N/A	603	2006 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAHP71W86X138315		04/11/06	$19,353.00		PD	Used for spare parts,then scrapped
14	2.007E+09	711	2007 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAHP71W37X152107		04/19/07	$19,472.00	$0.00	PD	Used for spare parts,then scrapped
15	N/A	712	2007 Ford Crown Victoria Police Interceptor	Ford	Crown Victoria	2FAHP71W57X152108		04/26/07	$19,472.00		PD	Used for spare parts,then scrapped
16	2.006E+09	N/A	Bosch cordless drill	Bosch	N/A	N/A	N/A	05/02/05	$499.00	$0.00	PW	To be Scrapped
17	N/A	N/A	Small white trailer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	PW	To be Scrapped
18	N/A	N/A	Large,single wheel trailer used for road markings	N/A	N/A	N/A	N/A	N/A	N/A	N/A	PW	Auction. equipment not cost effective for repair

City Manager Signature/Date

Attachment: Commission Item Disposal List (2439 : Disposal of Fixed Assets)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 26, 2019**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with the Florida Department of Transportation to Install and Maintain Certain Landscaping Within the Right of Way of State Road 430.**
NUMBER: **2019-R-20**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street (aka Shirley Heyman Pond). Florida Department of Transportation (FDOT) has jurisdiction over and maintains State Road 430 as part of the State Highway System.

FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way.

The City of Holly Hill shall not change or deviate from conformance with Florida Administrative Code Rule 14-40.003 without written approval of FDOT.

FISCAL ANALYSIS:

The cost (approximately $85,000) of construction for this project has been identified as a capital project in the CRA with a number of 19CRA02 and the funds are available in account 139-110-580-6300 the maintenance costs are already part of the operating budget for landscaping maintenance.

STAFF RECOMMENDATION:

Enter into an agreement with FDOT to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street.

COMMISSION GOAL:

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

MOTION:

Allow the City Manager to enter into and agreement with FDOT to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street.

ATTACHMENTS:

- All Exhibits - FDOT Agreement Sherily Heyman (PDF)
- Shirley-Heyman-Pond-FDOT-Agmt (PDF)

Resolution No. 2019-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY OF STATE ROAD 430.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AND MAINTAIN CERTAIN LANDSCAPING WITHIN THE RIGHT OF WAY OF STATE ROAD 430.

WHEREAS, the FDOT has jurisdiction over and maintains State Road 430 as part of the State Highway System; and

WHEREAS, the City seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street; and

WHEREAS, FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, the City shall not change or deviate from conformance with Florida Administrative code Rule 14-40.003 without written approval of FDOT.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida, does hereby authorize the City Manager to enter into an agreement with the FDOT to install and maintain certain landscaping within the right of way of State Road 430.

SECTION 2. FDOT agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way.

SECTION 3. The City shall not change or deviate from conformance with Florida Administrative Code Rule 14-40.003 without written approval of FDOT.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

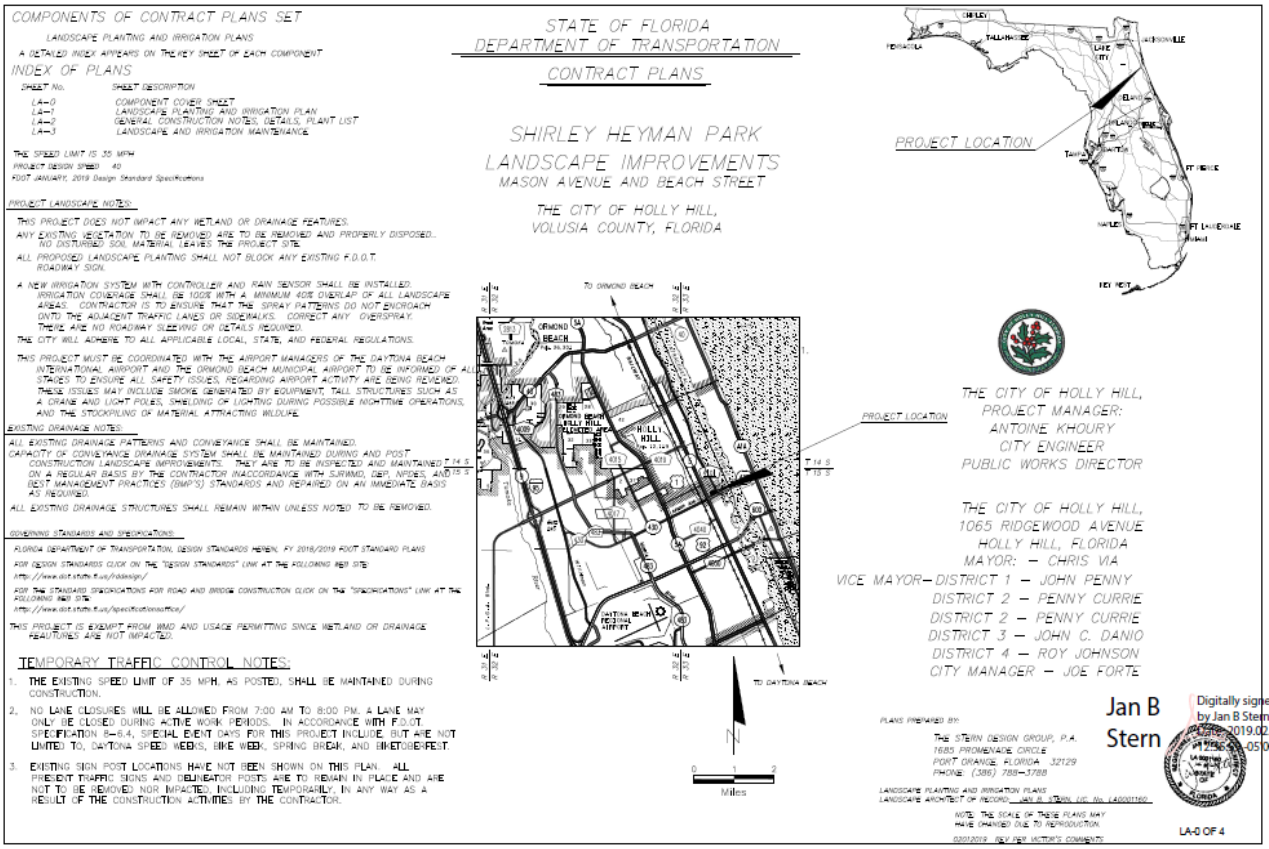
Exhibit A

City of Holly Hill Resolution

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

Exhibit B

Landscaping Plans for Mason and Beach Street Pond



COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANTING AND IRRIGATION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
LA-0	COMPONENT COVER SHEET
LA-1	LANDSCAPE PLANTING AND IRRIGATION PLAN
LA-2	GENERAL CONSTRUCTION NOTES, DETAILS, PLANT LIST
LA-3	LANDSCAPE AND IRRIGATION MAINTENANCE

THE SPEED LIMIT IS 35 MPH
PROJECT DESIGN SPEED 40
FDOT JANUARY, 2019 Design Standard Specifications

PROJECT LANDSCAPE NOTES:

THIS PROJECT DOES NOT IMPACT ANY WETLAND OR DRAINAGE FEATURES.
ANY EXISTING VEGETATION TO BE REMOVED ARE TO BE REMOVED AND PROPERLY DISPOSED.. NO DISTURBED SOIL MATERIAL LEAVES THE PROJECT SITE.
ALL PROPOSED LANDSCAPE PLANTING SHALL NOT BLOCK ANY EXISTING F.D.O.T ROADWAY SIGN.
A NEW IRRIGATION SYSTEM WITH CONTROLLER AND RAIN SENSOR SHALL BE INSTALLED. IRRIGATION COVERAGE SHALL BE 100% WITH A MINIMUM 40% OVERLAP OF ALL LANDSCAPE AREAS. CONTRACTOR IS TO ENSURE THAT THE SPRAY PATTERNS DO NOT ENCROACH ONTO THE ADJACENT TRAFFIC LANES OR SIDEWALKS. CORRECT ANY OVERSPRAY. THERE ARE NO ROADWAY SLEEVING OR DETAILS REQUIRED.
THE CITY WILL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
THIS PROJECT MUST BE COORDINATED WITH THE AIRPORT MANAGERS OF THE DAYTONA BEACH INTERNATIONAL AIRPORT AND THE ORMOND BEACH MUNICIPAL AIRPORT TO BE INFORMED OF ALL STAGES TO ENSURE ALL SAFETY ISSUES, REGARDING AIRPORT ACTIVITY ARE BEING REVIEWED. THESE ISSUES MAY INCLUDE SMOKE GENERATED BY EQUIPMENT, TALL STRUCTURES SUCH AS A CRANE AND LIGHT POLES, SHIELDING OF LIGHTING DURING POSSIBLE NIGHTTIME OPERATIONS, AND THE STOCKPILING OF MATERIAL ATTRACTING WILDLIFE.

EXISTING DRAINAGE NOTES:

ALL EXISTING DRAINAGE PATTERNS AND CONVEYANCE SHALL BE MAINTAINED.
CAPACITY OF CONVEYANCE DRAINAGE SYSTEM SHALL BE MAINTAINED DURING AND POST CONSTRUCTION LANDSCAPE IMPROVEMENTS. THEY ARE TO BE INSPECTED AND MAINTAINED T 14 S ON A REGULAR BASIS BY THE CONTRACTOR IN ACCORDANCE WITH SJRWMD, DEP, NPDES, AND T 15 S BEST MANAGEMENT PRACTICES (BMP'S) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.
ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN WITHIN UNLESS NOTED TO BE REMOVED.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS HEREIN, FY 2018/2019 FDOT STANDARD PLANS
FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE
http://www.dot.state.fl.us/rddesign/
FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE
http://www.dot.state.fl.us/specificationsoffice/
THIS PROJECT IS EXEMPT FROM WMD AND USACE PERMITTING SINCE WETLAND OR DRAINAGE FEAUTURES ARE NOT IMPACTED.

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMIT OF 35 MPH, AS POSTED, SHALL BE MAINTAINED DURING CONSTRUCTION.
2. NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, AND BIKETOBERFEST.
3. EXISTING SIGN POST LOCATIONS HAVE NOT BEEN SHOWN ON THIS PLAN. ALL PRESENT TRAFFIC SIGNS AND DELINEATOR POSTS ARE TO REMAIN IN PLACE AND ARE NOT TO BE REMOVED NOR IMPACTED, INCLUDING TEMPORARILY, IN ANY WAY AS A RESULT OF THE CONSTRUCTION ACTIVITIES BY THE CONTRACTOR.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

SHIRLEY HEYMAN PARK
LANDSCAPE IMPROVEMENTS
MASON AVENUE AND BEACH STREET

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

PROJECT LOCATION

PROJECT LOCATION

THE CITY OF HOLLY HILL,
PROJECT MANAGER:
ANTOINE KHOURY
CITY ENGINEER
PUBLIC WORKS DIRECTOR

THE CITY OF HOLLY HILL,
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA
MAYOR: – CHRIS MA
VICE MAYOR–DISTRICT 1 – JOHN PENNY
DISTRICT 2 – PENNY CURRIE
DISTRICT 2 – PENNY CURRIE
DISTRICT 3 – JOHN C. DANIO
DISTRICT 4 – ROY JOHNSON
CITY MANAGER – JOE FORTE

PLANS PREPARED BY:
THE STERN DESIGN GROUP, P.A.
1685 PROMENADE CIRCLE
PORT ORANGE, FLORIDA 32129
PHONE: (386) 788-3788

LANDSCAPE PLANTING AND IRRIGATION PLANS
LANDSCAPE ARCHITECT OF RECORD: JAN B. STERN, LIC. No. LA0001160

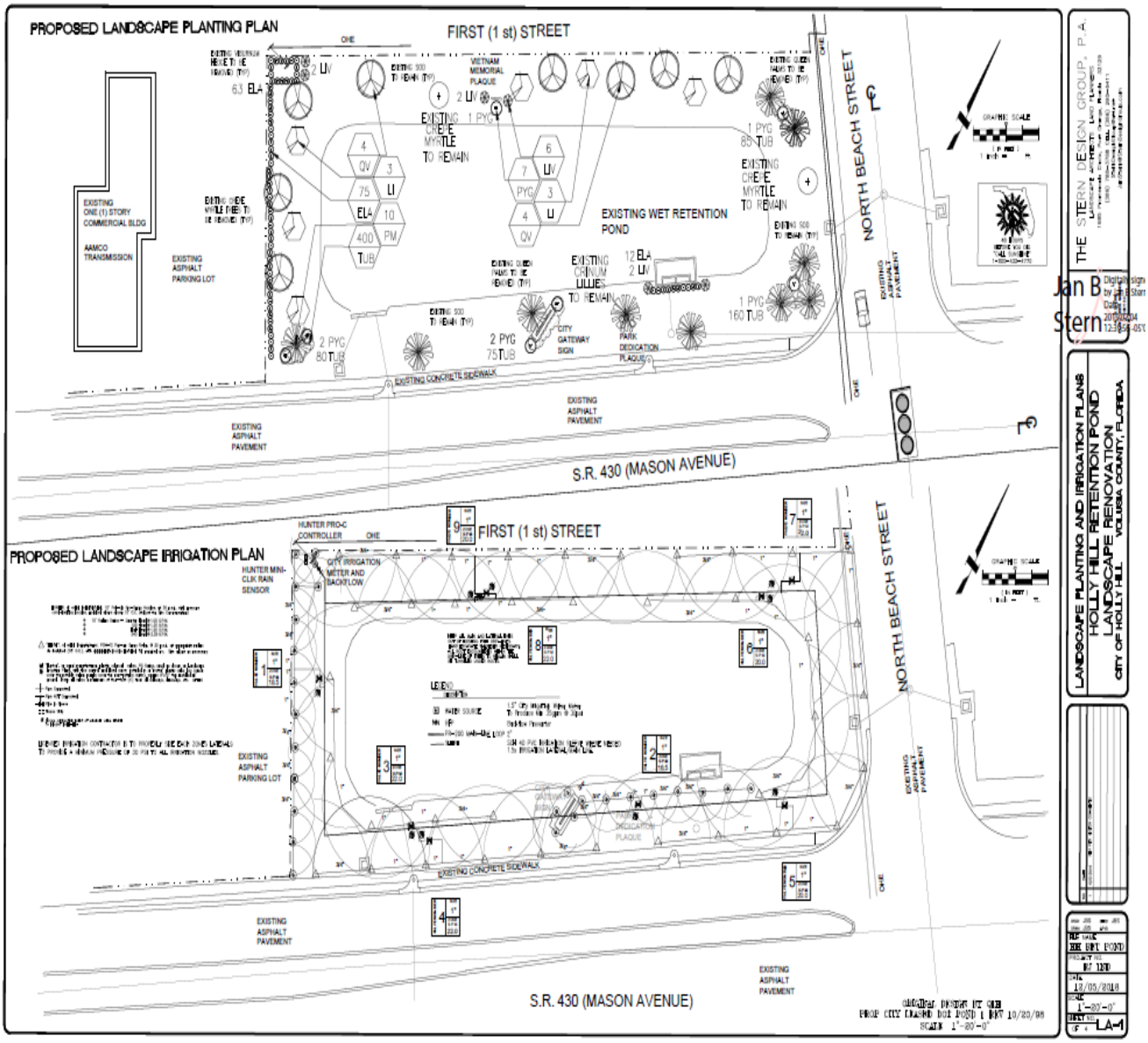
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

02012019 REV PER VICTOR'S COMMENTS

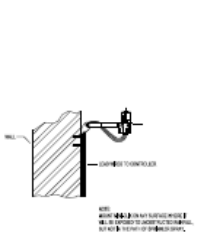
Jan B Stern
Digitally signed by Jan B Stern
Date: 2019.02.04 [illegible]-05'00'

LA-0 OF 4

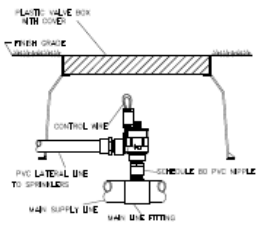
Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)



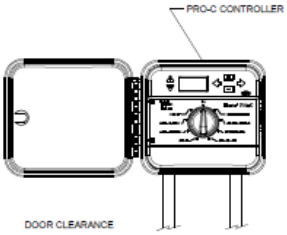
Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)



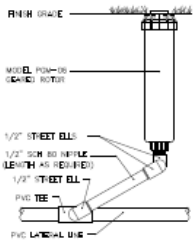
HUNTER MINI CLICK



HUNTER PGVI-ANGLE



HUNTER PRO-C CONTROLLER (OUTDOOR)



HUNTER PGP-06 ROTOR

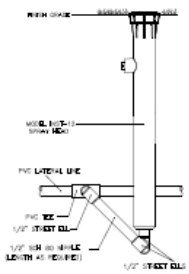
PROPOSED SHADE, UNDERSTORY TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR	REMARKS
LIV	6	Livistona chinensis Chinese Fan Palm	6'-8' C.T.		
LI	6	Lagerstroemia indica 'Muskogee' Crepe Myrtle Tree	12'-14'		Multi-Trunk 65 Gal Min (5) Cane
PD	10	Phoenix dactylifera 'Medjool' Medjool Palm	12' C.T.		Florida Nursery Grown Min 10" Cal
QV	8	Quercus virginiana Live Oak	12'-14'		Min 4 1/2" Cal 100 GAL

SHRUBS/GROUNDCOVERS

ELA	75	Eleagens pungens Silverthorn Hedge	36"	24"	7 Gal Cont 48" O.C.
PYG	7	Phoenix roebellini Pygmy Date Palm	6'		Triple Trunk
TUB	400	Tulbaghia violacea Society Garlic	6"	6"	1 Gal Cont 24" O.C.

30 CY PINE BARK NUGGETS THREE-INCHES (3") THICK



HUNTER PRO SPRAY 12 SPRAY HEAD

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES. CONTACT VOLUSIA COUNTY TRAFFIC ENGINEERING FOR LOCATES NOTIFICATION FOR SIGNALS.
2. ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE ADJUSTED TO THE PROPOSED GRADE AS NECESSARY.
3. CONTRACTOR TO STAKE-OUT TREE/PALM LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.

THE STERN DESIGN GROUP, P.A.

Jan B Stern

GENERAL CONSTRUCTION DETAILS/ PLANT LIST
HOLLY HILL RETENTION POND
LANDSCAPE RENOVATION
VOLUSIA COUNTY, FLORIDA
CITY OF HOLLY HILL

DATE 10/05/2018
SHEET LA-2

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

TECHNICAL MAINTENANCE PLAN

MAINTENANCE OPERATION	NINETY (90) DAY ESTABLISHMENT WEEKLY CYCLE	LOCAL GOVERNMENT COMMITMENT ON YEARLY CYCLE
WEEK / MONTH	1 2 3 4 5 6 7 8 9 10 11 12	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
MOWING	XX XX XX XX XX XX XX XX XX XX XX XX	X X X X X X X X X X X X
ST. AUGUSTINE	CONTRACTOR TO MOW THREE A MONTH WITHIN CONSTRUCTION LIMITS DURING WARRANTY PERIOD USING APPROVED LAWN MOWING EQUIPMENT. MOWING HEIGHT TO BE 3 1/2" TO 4" TALL.	LOCAL GOVERNMENT TO MOW ONCE (1X) A MONTH FROM OCTOBER TO FEBRUARY IN THE COOL SEASON AND TWICE (2X) A MONTH FROM MARCH TO SEPTEMBER DURING THE WARM SEASON.
EDGING	X X X X X X X X X X X X	X X X X X X X X X X X X
	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.
WEEDING	X	X X X X X X X X X X
	CONTRACTOR TO MANUALLY WEED ALL PLANTING BEDS ONE TIME (1X) IN THE THIRD, EIGHTH (4TH) WEEK PERIOD PRIOR TO THE END OF THE NINETY (90) DAY WARRANTY PERIOD.	ALL GROUND COVERS SHALL BE HAND WEEDED. SHRUB BED WEEDING SHALL BE FOUR (4) TIMES PER YEAR BY MECHANICAL/HERBICIDE KNOCKDOWN, OR EQUAL, APPLIED AT A RATE OF 1 1/2OZ. PER ONE (1) GALLON OF WATER, MIXED THOROUGHLY, USING A BACKPACK SPRAYER UNDER THE SUPERVISION OF A FLORIDA LICENSED OPERATOR.
WATERING	3 3 3 3 2 2 2 2 1 1 1 1	LOCAL GOVERNMENT TO WATER AS PER THE IRRIGATION SCHEDULE INDICATED ON THE LANDSCAPE IRRIGATION DRAWINGS USING THE TIME CLOCK(S) ACTIVATED IRRIGATION SYSTEM FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR. CHANGES IN THE IRRIGATION SCHEDULE MAY BE MADE AFTER THIS ONE (1) YEAR INITIAL PERIOD. HOWEVER, ALL CHANGES MUST FALL UNDER THE GUIDELINES OF THE VOLUSIA COUNTY "WATER-WISE" IRRIGATION ORDINANCE.
	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING AND LAYERING). SUPPLEMENTAL WATERING IS TO BE PERFORMED EACH WEEK AS REQUIRED DURING THE WARRANTY PERIOD AT THE FREQUENCIES INDICATED ABOVE. THIS WATERING IS IN ADDITION TO THE AUTOMATIC IRRIGATION SYSTEM. COMPLETELY SATURATE EACH PLANTING BALL.	WATERING OF THE TURF AREA TO BE ONE-INCH (1") PER WEEK DURING THE GROWING SEASON (MAY THROUGH OCTOBER) AND 1/2" PER WEEK DURING THE REMAINDER OF THE YEAR. LOCAL GOVERNMENT IS TO ENSURE WEEKLY INSPECTIONS AND MAINTENANCE OF THE AUTOMATED IRRIGATION SYSTEM
MULCHING	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING, LAYERING, AND THICKNESS). MAINTAIN MULCH AT A MINIMUM THREE-INCH (3") LAYER AROUND AND IN ALL LANDSCAPE PLANTING BEDS	MAINTAIN A THREE TO FOUR-INCH (3"-4") THICK MULCH BED. REMOVE AS NECESSARY ALL EXCESS TO MAINTAIN NO MORE THAN A FOUR-INCH (4") LEVEL.
PINE BARK NUGGETS SHREDDED EUCALIPTI COARSELY GROUND RECYCLED PLANT PALLETS		
PRUNING	AS NEEDED TO REMOVE MECHANICALLY DAMAGED BRANCHES DUE TO HANDLING, MOBILITY AND/OR WIND DAMAGE. PLANT MATERIAL MUST BE MAINTAINED AT A FLORIDA #1 GRADE FORM FOR THE FINAL ACCEPTANCE.	PRUNING TO BE ACCOMPLISHED USING CHAIN SAWS, HAND SAWS, LOPPING SHEARS, AND/OR HAND PRUNERS. ALL BLADES ARE TO BE SHARP AND IN GOOD WORKING CONDITION. TREES ARE TO BE PRUNED AS NEEDED. CLEAR TRUNK (C.T.) IS TO BE MAINTAINED AT EIGHT-AND-ONE-HALF-FEET (8 1/2') FOR ALL TREES AND SHRUB TRUNK UNDERSTORY ACCENT TREES. MULTI-TRUNK UNDERSTORY TREES SHALL HAVE A EIGHT-FOOT (8') C.T. ALL SHRUBS AND GROUNDCOVERS PLANTED IN THE MEDIANS ARE TO BE MAINTAINED TO A HEIGHT NOT TO EXCEED THIRTY-SIX INCHES (36"), DEPENDING ON THE PLANT SPECIES. ALL SHRUBS AND/OR GROUNDCOVERS LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED EIGHTEEN-INCHES (18"). PRUNING OF TREES LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED WITH A C.T. OF 8 1/2'. THE CITY SHALL REVIEW THE TREES FOR PRUNING ONCE A YEAR.
PALM MAINTENANCE	PALMS SHALL BE HAND WATERED EVERY DAY FOR THE FIRST THIRTY (30) DAYS, EVERY OTHER DAY FOR THE NEXT THIRTY (30) DAYS, AND TWICE A WEEK THEREAFTER FOR A PERIOD OF NINETY (90) DAYS. THE APPLICATION RATE SHALL BE A MINIMUM OF TEN (10) GALLONS PER PALM AS A SLOW FLOW. ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL ALSO BE REMOVED.	ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL BE REMOVED.
FERTILIZATION	ALL INSTALLED TREES AND SHRUBS SHALL BE FERTILIZED USING A POLICOTED SLOW RELEASE FERTILIZER WITH A 15-0-15 ANALYSIS. FERTILIZER SHALL BE PLACED AROUND THE ROOT BALL AT THE TOP OF THE FIRST LAYER OF PREPARED BACKFILL. RATES AND DETAILS ARE SHOWN IN THE PLANTING DETAILS.	TREES ARE TO BE FERTILIZED ANNUALLY IN THE LATE FALL OR WHEN DORMANT. FERTILIZER SHALL BE APPLIED TO THE TOP UNDERSIDE OF THEIR ROOT AREA UNDER THE MULCH, AT THE SOIL SURFACE WITH A POLYSTYLED, SLOW RELEASE FERTILIZER CONTAINING A Varied ANALYSIS. FERTILIZER SHALL BE APPLIED AT THE RATE OF TWO (2) POUNDS PER TREE/APPLICATION BETWEEN THE TREE TRUNK AND THE TREE DRIP-LINE. LAWNS AND LANDSCAPE BEDS SHALL BE FERTILIZED IN MID-MARCH AND AGIN IN MID-SEPTEMBER USING A 15-0-15 ANALYSIS CONTAINING MINOR ELEMENTS. LIQUID FERTILIZER MAY BE USED AS A SUPPLEMENT, HOWEVER, NEVER AS A REPLACEMENT FOR THE GRANULAR.
PESTICIDES		ALL LAWN AREAS SHALL RECEIVE FIVE (5) APPLICATIONS PER YEAR. TREES AND SHRUBS SHALL BE SPRAYED AS REQUIRED TO ENSURE THEIR HEALTH AND PROPER GROWTH. PESTICIDE TYPE AND APPLICATION AMOUNTS SHALL BE UNDER THE SUPERVISION OF A FLORIDA LICENSED AND TRAINED OPERATOR.

THE STERN DESIGN GROUP, P.A.

Jan B Stern — Digitally signed by Jan B Stern, Date: 2018.12.06 11:28:57 -05'00'

LANDSCAPE AND IRRIGATION MAINTENANCE
HOLLY HILL RETENTION POND
LANDSCAPE RENOVATION
CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA

FILE NAME	JOB NO. 1803
DRAWN BY	JBS
DATE	12/05/2018
SCALE	AS SHOWN
SHEET NO.	LA-3

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

Exhibit C

City of Holly Hill Maintenance Responsibility

The city of Holly Hill, as part of this Landscaping Construction and Maintenance Memorandum of Agreement with FDOT, will perform the following:

1. Mow, trim and edge the pond site once a week during the wet season and once every two weeks during the dry season.
2. Irrigation maintenance will be completed every six months after installation
3. Tree trimming annual maintenance
4. Replenish mulch annually and shrub maintenance is to be done on as needed bases
5. Will repair and restore irrigation if damaged by FDOT Pond Maintenance Activities

Attachment: All Exhibits - FDOT Agreement Sherily Heyman (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

LANDSCAPE CONSTRUCTION
AND MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 09/25/2018

THIS AGREEMENT, made and entered into this _____day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **"DEPARTMENT"** and the City of Holly Hill, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **"LOCAL GOVERNMENT."**

W I T N E S S E T H

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 430 as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 430, particularly, the water retention pond parcel located at the corner of Mason Avenue and North Beach Street; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated_____, 20_____, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or

   (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

   Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department's Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.

9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   (b) 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**.
   (c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
   (e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

(f) **LOCAL GOVERNMENT**:

i. 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. shall expressly require any 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.

10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.

12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

13. Public Entity Crime - 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Anti-Discrimination - 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.

15. The Parties agree 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.

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF HOLLY HILL
(LOCAL GOVERNMENT)

By:_____

Mayor

Attest:_____**(SEAL)**

Clerk

_____
Legal Approval

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Alan E. Hyman
Director of Transportation Operations

Attest: _____**(SEAL)**
Norma Mejias
Executive Secretary

_____
Legal Approval

Attachment: Shirley-Heyman-Pond-FDOT-Agmt (2019-R-20 : FDOT Landscape Construction & Maintenance Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 26, 2019**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #6 in the Amount of $101,750 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2019-R-21**
APPLICANT:
PLANNER:

DISCUSSION:

On October 24, 2017, the Community Redevelopment Agency awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of $839,700.00 for US1 Medians. The City Commission and the City Manager previously approved Change Orders 1 thru 5 in a cumulative increase of $345,175 to bring the total contract to $1,184,875.

City Staff desires to utilize the existing contract unit pricing to authorize landscaping along the Mason Avenue retention pond and Beach Street near Marina Grande. The landscaping will mirror the design that is along the US 1 corridor. Change Order #6 is for $101,750, which will bring the total contract to $1,286,625 for RJ Landscaping Contractors, Inc.

FISCAL ANALYSIS:

Funding for these changes will be from the CRA account #139-8110-580.63-00.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #6 in the amount of $101,750.

COMMISSION GOAL:

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

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and

development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

AWARD CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.

ATTACHMENTS:

- Shiley-heyman-Pond and Riverside Landscaping (PDF)
- Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (PDF)

Resolution No. 2019-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #6 IN THE AMOUNT OF $101,750 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill received a Bold Landscaping Grant from FDOT for an amount not to exceed $860,233.00 in 2016 to re-landscape the median on US1; and

WHEREAS, The City of Holly Hill awarded a contract to RJ Landscape Contractors, Inc., in the amount of $839,000.00 on October 16, 2017 to perform contracted landscape improvements to the medians of US1; and

WHEREAS, The City of Holly Hill desires to utilize the existing contract unit pricing to authorize additional landscaping for a total increase of $101,750.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida does hereby desire to utilize the existing contract unit pricing to authorize additional landscaping resulting in Change Order #6.

SECTION 2. That the City Commission does hereby award Change Order #6 in the amount of $101,750 to RJ Landscape Contractors, Inc., and authorizes the City Manager to execute the appropriate contract documents.

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

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

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019.

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Retention Pond Budget	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	Attn: Antoine Khoury	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Eighty Three Thousand Nine Hundred Fifty dollars ($83,950.00).
Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

10	Phoenix Dactylifera Medjool Palm	10' – 12' C.T.	@$5,000.00	$50,000.00
8	Live Oak (100 gal.)	16' O.A., 4.5" cal.	@$ 900.00	$ 7,200.00
6	Crape Myrtle "Muskogee" (65 gal.)	12' – 14' O.A., Multi	@$ 500.00	$ 3,000.00
6	Chinese Fan Palm	7' – 8' C.T., 15' O.A.	@$ 500.00	$ 3,000.00
7	Phoenix Roebellini	6' O.A., Triples	@$ 250.00	$ 1,750.00
75	Buffer hedge as needed	7 gal.	@$ 35.00	$ 2,625.00
	Misc. underplanting at Palms			$ 2,000.00
	Demo & prep site, remove and dispose of all trees and grind stumps			$ 2,300.00
30	cu. yds. Cypress Mulch		@$ 40.00	$ 1,200.00
	Install new fully automatic irrigation system to provide 100% coverage to all sodded areas and pond.			$10,875.00
			Proposal Total:	**$83,950.00**

*** Existing well or city water source will be used to supply irrigation (No budget allowance for this item)**

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Streetscape Planting	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	Attn: Antoine Khoury	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: _____ dollars ($.00).

Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Holly Hill Streetscape Plantings (City Cost)

12	Chinese Fan Palm (15 gal.)	7' – 8' C.T.	@$500.00	$ 6,000.00
4	Ligustrum Trees	8' O.A., Multi	@$600.00	$ 2,400.00

Provide irrigation system for approximately 350' strip when trees are to be planted, city to provide a minimum 1" irrigation meter with backflow to supply, we will install battery operated timer to control watering. $ 3,500.00

Total: $11,900.00

*** City to remove asphalt and fill areas as discussed on City owned vacant lot.**

Holly Hill Streetscape Plantings – Marina Grande Cost

150	Buffer hedge (Type to be determined) 3 gal.	@$12.00	$1,800.00
15	cu. yds. Cypress Mulch	@$40.00	$ 600.00

Add 2 irrigation zones as needed to provide coverage to buffer hedge. $2,400.00

* Demo area to include removal of 4' strip of sod for entire length to install buffer hedge. $1,100.00

Proposal Total: $5,900.00

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

Attachment: Shiley-heyman-Pond and Riverside Landscaping (2019-R-21 : Change Order No. 6 - Bold

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-21 : Change Order No. 6 - Bold Landscaping

CHANGE ORDER FORM

PROJECT: ***US-1 Median Landscaping Improvements Between Mason Ave. to Calle Grande St.***
BID: ***16CRA1***
FPN: ***439690-1-58-1***

CHANGE ORDER NO. 6

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ 839,700.00	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: 150 days, June 7, 2018 Final Completion: +30 days, July 7, 2018
Net changes from previous Change Orders: $ 345,175.00	Changes in contract time from previous Change Orders: 27 Days (Substantial) 1,079 Days (Final)
Contract Price prior to this Change Order: $ 1,184,875.00	Contract Completion Date prior to this Change Order: Substantial Completion: 177 days, July 4, 2018 Final Completion: +1,092 days, June 30, 2021
Net Increase (decrease) of this Change Order: $ 101,750.00	Changes in contract time requested this Change Order 0 Days (Substantial) 0 Days (Final)
Contract Price with all approved Change Orders: $ 1,286,625.00	Contract Times with all approved Change Orders: Substantial Completion: 177 days, July 4, 2018 Final Completion: +1,092 days, June 30, 2021

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: The contract amount is hereby increased by $101,750.00

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: To complete landscaping on the Shirley Heyman Pond and along Riverside Drive.

CONTRACT TIME: N/A

IV. PAYMENT: Payment for the work will be per the Contract.

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-21 : Change Order No. 6 - Bold Landscaping

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:

Mead & Hunt
(Engineer)

By: Antoine A Khoury 2-20-2019
(Authorized Signature) (Date)

Antoine Khoury, P.E.,
Name Typed

ACCEPTED BY:

RJ Landscape Contractors, Inc.
(Contractor)

02/20/2019
(Authorized Signature) (Date)

Randy Squires
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-21 : Change Order No. 6 - Bold Landscaping

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO: City of Holly Hill	PHONE: (386) 248-9463	FAX:	DATE: September 20, 2018
STREET: 453 LPGA Boulevard		JOB NAME: Retention Pond Budget	
CITY, STATE and ZIP CODE: Holly Hill, FL 32117		JOB LOCATION: Holly Hill, FL	
ARCHITECT:	DATE OF PLANS:	ATTN: Antoine Khoury	TELEPHONE:

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Eighty Three Thousand Nine Hundred Fifty dollars ($83,950.00).
Payment to be made as follows:

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
We hereby submit specifications and estimates for:

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

10	Phoenix Dactylifera Medjool Palm	10' – 12' C.T.	@$5,000.00	$50,000.00
8	Live Oak (100 gal.)	16' O.A., 4.5" cal.	@$ 900.00	$ 7,200.00
6	Crape Myrtle "Muskogee" (65 gal.)	12' – 14' O.A., Multi	@$ 500.00	$ 3,000.00
6	Chinese Fan Palm	7' – 8' C.T., 15' O.A.	@$ 500.00	$ 3,000.00
7	Phoenix Roebellini	6' O.A., Triples	@$ 250.00	$ 1,750.00
75	Buffer hedge as needed	7 gal.	@$ 35.00	$ 2,625.00
	Misc. underplanting at Palms			$ 2,000.00
	Demo & prep site, remove and dispose of all trees and grind stumps			$ 2,300.00
30	cu. yds. Cypress Mulch		@$ 40.00	$ 1,200.00
	Install new fully automatic irrigation system to provide 100% coverage to all sodded areas and pond.			$10,875.00
			Proposal Total:	**$83,950.00**

* **Existing well or city water source will be used to supply irrigation (No budget allowance for this item)**

Acceptance of Proposal — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance

Signature

Signature

00843-4

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-21 : Change Order No. 6 - Bold Landscaping

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE		DATE
City of Holly Hill	(386) 248-9463		September 20, 2018
STREET		JOB NAME	
453 LPGA Boulevard		Streetscape Planting	
CITY, STATE and ZIP CODE		JOB LOCATION	
Holly Hill, FL 32117		Holly Hill, FL	
ARCHITECT	DATE OF PLANS	ATTN	JOB PHONE
		Antoine Khoury	

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of: _____ dollars ($.00).

Payment to be made as follows: _____

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 specifications below involving extra costs 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. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Holly Hill Streetscape Plantings (City Cost)

12	Chinese Fan Palm (15 gal.)	7' – 8' C.T.	@$500.00	$ 6,000.00
4	Ligustrum Trees	8' O.A., Multi	@$600.00	$ 2,400.00

Provide irrigation system for approximately 350' strip when trees are to be planted, city to provide a minimum 1" irrigation meter with backflow to supply, we will install battery operated timer to control watering. $ 3,500.00

Total: $11,900.00

* **City to remove asphalt and fill areas as discussed on City owned vacant lot.**

Holly Hill Streetscape Plantings – Marina Grande Cost

150	Buffer hedge (Type to be determined) 3 gal.	@$12.00	$1,800.00
15	cu. yds. Cypress Mulch	@$40.00	$ 600.00

Add 2 irrigation zones as needed to provide coverage to buffer hedge. $2,400.00

* Demo area to include removal of 4' strip of sod for entire length to install buffer hedge. $1,100.00

Proposal Total: $5,900.00

Acceptance of Proposal — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance _____

Signature _____

Signature _____

00843-5

Attachment: Signed CO No. 6 by RJ Landscaping CO 7 Executed by City and Contractor (2019-R-21 : Change Order No. 6 - Bold Landscaping

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **February 26, 2019**
FROM: **Steve Aldrich**
SUBJECT: **SECOND READING - Amending Ordinance 3011, Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by an Ordinance of the City of Holly Hill, Florida Amending Ordinance No. 3011 to Adopt Changes to Procedures for Issuing Trespass Warnings from Public Property**
NUMBER: **2019-O-3015**
APPLICANT:
PLANNER:

DISCUSSION:

TO: Mayor and City Council
FROM: Scott E. Simpson, City Attorney
DATE: January 24, 2019
RE: Trespass Ordinance

* * M E M O R A N D U M * *

Attached please find an Ordinance which is being proposed for second and final reading. Since the first reading in November, I had a meeting with Daytona Beach City Attorneys and we had a conference call with the St. Petersburg City Attorney who handled these issues. Based on this meeting, I have made changes to the ordinance, which are summarized below.

1) The trespass warning is 1 year for first time violations and 2 years for repeat violation. Previously it said up to 1 year and 2 years and the St. Petersburg attorney recommended deleting the language to insure that all trespass warnings are the same duration. Also it is proposed that a repeat violation would be a second violation within 5 years of the previous violation.

2) There are 3 potential violations that could result in a trespass warning: violation of state law; a violation of city code enforced through the normal code enforcement process; and a violation of city code enforced by City citation. The issuance of the trespass warning and appeal will be handled differently for each as discussed below.

-For a violation of state law, the trespass warning will be issued, the individual has the option to appeal to the Special Master the issuance of the trespass warning, the trespass warning stays in effect during the underlying criminal case and if the individual is found not guilty or charges are dropped the individual can request the trespass warning be rescinded.

-For a violation of City Code enforced by City citation, the individual has the option to

pay the fine or contest the citation. If the fine is paid, this will be deemed acceptance of the trespass warning and waiving all rights to appeal. If the individual challenges the citation, the City's Special Master will consider any basis for appeal or rescission of the trespass warning.

-For a violation of City Code enforced through the normal code enforcement process, the trespass warning will be presented to the Special Master when the code violation is considered. The Special Master will consider any basis for appeal or rescission after ruling on the code case.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve amending Ordinance 3011, trespass warning on public property and other property generally open to the public.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, wastewater, 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 AMENDING ORDINANCE 3011, AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE NO. 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- trespass ordinance amendment (PDF)
- trespass ordinance (PDF)

HISTORY:

02/12/19 City Commission APPROVED AT 1ST READING
Next: 02/26/19

Mayor Via opened public participation.

Jim Cameron, Vice President, Government Relations of Daytona Beach Regional Chamber of Commerce stated that the Daytona Chamber supported a similar Ordinance that was approved by the Daytona Beach City Commission on August 15th, supported a similar Ordinance by the

County on October 15th, and tonight the City of South Daytona approved a similar Ordinance as well. This gives law enforcement officials the leeway, use of good judgement to issue those types of trespass warnings when they feel they are needed. The ordinances are not for any particular group. It can be for anyone in this room so-to-speak, himself included, if anybody is guilty of abusing the ordinance, they get a trespass warning and they should. That's one of the things the Daytona Beach Chamber likes about it and they support it.

Mayor Via closed public participation.

Ordinance No. 2019-3015

SECOND READING - AMENDING ORDINANCE 3011, AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE NO. 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING ORDINANCE 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 3011 creating a procedure for issuing trespass warnings from public property when violations of laws or regulations occur on public property; and

WHEREAS, the City has determined that certain changes are necessary to the procedures adopted, but the regulation has not been codified in the City's Code of Ordinances, therefore the initial adopting ordinance must be amended.

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Ordinance No. 3011 to read as follows:

Section 58-134 (Trespass warnings on public property and other property generally open to the public).

(a) The City Manager, code enforcement officers and officers of the Holly Hill Police are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or

regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall only include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for one year.

(2) For a second or subsequent violation which occurs within five (5) years of the issuance of the first trespass warning, the individual may be issued a trespass warning for two years.

(d) A copy of the trespass warning shall be provided at the same time as the arrest or citation by hand deliver and if this is not possible, the copy shall be delivered by mail. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section. If the individual is found guilty or pleads no contest to the charge that was the basis of the trespass warning, the trespass warning shall remain in full force and effect, unless otherwise determined on appeal. If the individual is found not guilty or the charges are otherwise dismissed or dropped, and if the individual desires to have the trespass

warning rescinded, the individual shall provide all necessary documentation evidencing the outcome of the underlying court case and the City shall submit it to the special Master with notice provided to the individual of the date of the hearing.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit nor expand the authority of officers of the Holly Hill Police Department or Holly Hill Code Enforcement Officers to cite or arrest individuals for violating any section of the Holly Hill Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued for a state law violation under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Master with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Holly Hill City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Holly Hill City Hall shall be sufficient.

(5) The Special Master shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Master shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section. The Special

Master shall not consider evidence or argument about the underlying charge that was the basis for the trespass warning.

(10) If the appellant fails to attend a scheduled hearing, the Special Master shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing the Special Master shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Holly Hill City Hall.

(12) The decision of the Special Master shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Master.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review and all judicial proceedings on any underlying charge that is the basis for the trespass warning.

j. For trespass warnings issued for violation of city codes, rules or regulations that is enforced without a city citation, the trespass warning shall be presented to the special Master as part of the code enforcement case. Upon a finding of violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

k. For trespass warnings issued for violation of City codes, rules or regulations enforced by City Citation, payment of the fine amount shall constitute consent and acceptance of

the trespass warning and waiver of all appeal rights and the citation shall so state. If the citation is challenged and the person is found in violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

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

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

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

APPROVED AND AUTHENTICATED on this 26th day of FEBRUARY, 2019 for second reading.

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING ORDINANCE NO. 3011 TO ADOPT CHANGES TO PROCEDURES FOR ISSUING TRESPASS WARNINGS FROM PUBLIC PROPERTY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 3011 creating a procedure for issuing trespass warnings from public property when violations of laws or regulations occur on public property.

WHEREAS, the City has determined that certain changes are necessary to the procedures adopted, but the regulation has not been codified in the City's Code of Ordinances, therefore the initial adopting ordinance must be amended.

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

Section 1. The City Commission of the City of Holly Hill hereby amends Ordinance No. 3011 to read as follows:

Section 58-134 (Trespass warnings on public property and other property generally open to the public).

(a) The City Manager, code enforcement officers and officers of the Holly Hill Police are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass

warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall only include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for one year.

(2) For a second or subsequent violation which occurs within five (5) years of the issuance of the first trespass warning, the individual may be issued a trespass warning for two years.

(d) A copy of the trespass warning shall be provided at the same time as the arrest or citation by hand deliver and if this is not possible, the copy shall be delivered by mail. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section. If the individual is found guilty or pleads no contest to the charge that was the basis of the trespass warning, the trespass warning shall remain in full force

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

and effect, unless otherwise determined on appeal. If the individual is found not guilty or the charges are otherwise dismissed or dropped, and if the individual desires to have the trespass warning rescinded, the individual shall provide all necessary documentation evidencing the outcome of the underlying court case and the City shall submit it to the special Master with notice provided to the individual of the date of the hearing.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit nor expand the authority of officers of the Holly Hill Police Department or Holly Hill Code Enforcement Officers to cite or arrest individuals

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

for violating any section of the Holly Hill Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued for a state law violation under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Master with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Holly Hill City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Holly Hill City Hall shall be sufficient.

(5) The Special Master shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Master shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section. The Special Master shall not consider evidence or argument about the underlying charge that was the basis for the trespass warning.

(10) If the appellant fails to attend a scheduled hearing, the Special Master shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

(11) Within five (5) days of the hearing the Special Master shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Holly Hill City Hall.

(12) The decision of the Special Master shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Master.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review and all judicial proceedings on any underlying charge that is the basis for the trespass warning.

j. For trespass warnings issued for violation of city codes, rules or regulations that is enforced without a city citation, the trespass warning shall be presented to the special Master as part of the code enforcement case. Upon a finding of violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

k. For trespass warnings issued for violation of City codes, rules or regulations enforced by City Citation, payment of the fine

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

amount shall constitute consent and acceptance of the trespass warning and waiver of all appeal rights and the citation shall so state. If the citation is challenged and the person is found in violation, the Special Master shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Master shall consider revocation of the trespass warning.

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

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

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

Section 5. That this Ordinance shall be posted at City Hall as required by law.

The within and foregoing Ordinance was introduced and read on first reading before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in Commission Chambers at City Hall on the _____ day of _____, A.D. 2019.

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

It was moved by Commissioner _____ and seconded by Commissioner _____ that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor Chris Via _____

Commissioner John Penny _____

Commissioner Penny Currie _____

Commissioner John C. Danio _____

Commissioner Roy Johnson _____

The within and foregoing Ordinance was introduced and read on the second reading before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in Commission Chambers at City Hall on the _____ day of _____, A.D. 2019.

It was moved by Commissioner _____ and seconded by Commissioner _____ that said Ordinance be adopted. A roll call vote of the Commission held on said motion to adopt the Ordinance resulted as follows:

Mayor John Penny _____

Commissioner Arthur J. Byrnes _____

Commissioner Penny Currie _____

Commissioner John C. Danio _____

Commissioner Chris Via _____

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City

Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, this _____ day of _____, A.D. 2019, for the purpose of authenticity as is required by law.

CITY OF HOLLY HILL, FLORIDA

_____
Chris Via, MAYOR

ATTEST:

_____
CITY MANAGER

Approved as to form and legality:

_____
CITY ATTORNEY

Attachment: trespass ordinance amendment (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

ORDINANCE NO.:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, CREATING CHAPTER 10 (OFFENSES AND MISCELLANEOUS PROVISIONS); ARTICLE VI (TRESPASS WARNINGS ON PUBLIC PROPERTY), SECTION 10-81 (TRESPASS WARNING ON PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC) TO ADOPT REGULATIONS FOR THE ISSUANCE AND ENFORCEMENT OF TRESPASS WARNINGS ON PUBLIC PROPERTY AND PROPERTY OPEN TO THE PUBLIC; PROVIDING FOR APPEALS; PROVIDING FOR DURATION OF TRESPASS WARNING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council believes that if a person violates either a City ordinance or regulation or a State law on public property, the City should have the ability to preclude said person from entering said public property upon which the violation occurred for a certain period of time.

WHEREAS, the ability to issue trespass warnings to persons who engage in unlawful activity on public property will allow law abiding members of the public the ability to enjoy and use public property without the concern or threat of being subject to unlawful activity.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:

Section 1. The City Council of the City of South Daytona hereby creates Chapter 10 (Offenses and Miscellaneous Provisions), Article VI (Trespass Warnings on Public Property), Section 10-81

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

(Trespass Warnings on Public Property and Other Property Generally Open to the Public) to read as follows:

Article VI (Trespass Warnings on Public Property and Other Property Generally Open to the Public).

Section 10-81 (Trespass warnings on public property and property generally open to the public).

(a) The City Manager, code enforcement officers and officers of the South Daytona Police are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for ~~a period not to exceed~~ one year.

(2) For a second or subsequent violation which occurs within five (5) years of the issuance of the first trespass warning, the individual may be issued a trespass warning for ~~a period not to exceed~~ two years.

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Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

(d) A copy of the trespass warning shall be provided~~.~~ at the same time as the arrest or citation by hand deliver and if this is not possible, the copy shall be delivered by mail~~by mail or hand delivery to the individual given the warning~~. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section. If the individual is found guilty or pleads no contest to the charge that was the basis of the trespass warning, the trespass warning shall remain in full force and effect, unless otherwise determined on appeal. If the individual is found not guilty or the charges are otherwise dismissed or dropped, and if the individual desires to have the trespass warning rescinded, the individual shall provide all necessary documentation evidencing the outcome of the underlying court case and the City shall submit it to the special magistrate with notice provided to the individual of the date of the hearing.~~Prior to any enforcement action for violation of the trespass warning, the city must confirm the status of the underlying charge for which the trespass warning was issued. If the person was found not guilty of the underlying charge or the case was dismissed, the trespass warning shall be considered a~~

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

~~[illegible]~~

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit nor expand the authority of officers of the South Daytona Police Department or South Daytona Code Enforcement Officers to cite or arrest individuals for violating any section of the South Daytona Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued for a state law violation under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and

shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Magistrate with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City ~~Clerk~~ shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the South Daytona City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the South Daytona City Hall shall be sufficient.

(5) The Special Magistrate shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section. The Special Magistrate shall not consider evidence or argument about the underlying charge that was the basis for the trespass warning.

(10) If the appellant fails to attend a scheduled hearing, the Special Magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing the Special Magistrate shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the South Daytona City Hall.

(12) The decision of the Special Magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Magistrate.

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review and all judicial proceedings on any underlying charge that is the basis for the trespass warning.

j. For trespass warnings issued for violation of city rules or regulations that is enforced without a city citation, the trespass warning shall be presented to the special magistrate as part of the code enforcement case. Upon a finding of violation, the Special Magistrate shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Magistrate shall consider revocation of the trespass warning.

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k. For trespass warnings issued for violation of City codes, rules or regulations enforced by City Citation, payment of the fine amount shall constitute consent and acceptance of the trespass warning and waiver of all appeal rights and the citation shall so state. If the citation is challenged and the person is found in violation, the Special Magistrate shall consider any grounds for appeal of the trespass warning and rule accordingly. If the person is found not in violation, the Special Magistrate shall consider revocation of the trespass warning.

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Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

PASSED upon first reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the _____ day of _____, 2018.

PASSED AND ADOPTED upon second and final reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the _____ day of _____, 2019~~8~~.

_____
William C. Hall, MAYOR

ATTEST:

_____
LES GILLIS~~JOSEPH W. YARBROUGH~~
City Manager

Attachment: trespass ordinance (2019-O-3015 : Trespass Warning on Public Property Ordinance - Amendment to Ordinance 3011)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**February 26, 2019**
FROM:	**Brian Walker**
SUBJECT:	**Request for a Variance from the Front Yard Setback Requirement of Section 114-765 of the Land Development Regulations Titled, "Schedule of Dimensional Requirements." Specifically a Variance from the Required Front Yard Setback of 30 Feet to 19 Feet.**
NUMBER:	**(ID # 2406)**
APPLICANT:	**David Patrick**
PLANNER:	**Brian Walker**

INTRODUCTION

430 Burleigh Avenue - Request for a variance from the front yard setback requirement of Section 114-765 of the Land Development Regulations titled, "Schedule of Dimensional Requirements." Specifically a variance from the required front yard setback of 30 feet to 19 feet for a parcel in the R-2 (Single-Family) zoning district, located on the southwest corner of the 5th Street and Burleigh Avenue intersection, and more particularly known as 430 Burleigh Avenue; V-2018-06 (David Patrick, Applicant) District 1 - Commissioner Penny (Brian Walker, City Planner).

BACKGROUND

- The lot is part of the Shore Acres Plat, which was recorded in July of 1922.
- The lot previously contained a home that was recently demolished. The applicant proposes to build a new house approximately 1600 square feet in size on the lot.
- The parcel is a corner lot. Based on Section 78-14 of the Land Development Regulations of Holly Hill, titled, Definitions - Lots lines (1) the property lines abutting a street right of way are considered to be front lot lines. Therefore, the property is considered to have two front yards.
- Front yards for R-2 zoned lots are required to have a 30 foot setback. (Sec. 114-765)
- The lot was created in 1922 and never met the 75 foot minimum lot width required by the R-2 zoning regulations in place today.

DISCUSSION

The lot at 430 Burleigh Avenue is a legal non-conforming lot whose configuration pre-dates the adoption of our subdivision and zoning regulations. The lot can legally be built upon, but because it is non-conforming with regard to width, the applicant cannot build the single story house as proposed and still meet the two front yard setbacks currently required by Code. Therefore, a front yard setback variance is needed.

REQUESTED VARIANCE

The request is for a variance from the required front yard setback of 30 feet as required for R-2 zoned properties per Section 114-765 of the Land Development Regulations of Holly Hill. The Applicant request is that a 19 foot front setback on 5th Street be permitted.

In authorizing any variance, the City Commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:
The subject property is legal non-conforming with regard to width for property in the R-2 zoning district.

Criteria met? *Yes*

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:
The non-conformity of the lot was not created by the applicant.

Criteria met? *Yes*

CRITERIA No. 3:

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:

Granting the variance will not confer any special privilege to the applicant.

Criteria met? *Yes*

CRITERIA No. 4:

That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:
A literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant.

Criteria met? *Yes*

CRITERIA No. 5:

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:
The requested variance is the minimum necessary to make reasonable use of the land or structure.

Criteria met? *Yes*

CRITERIA No. 6:

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:
Granting the variance will be in harmony with the general intent and purpose of the Land Development Regulations.

Criteria met? *Yes*

FINDINGS OF FACT

Staff finds that the applicant has met all of the criteria as stated above to grant the requested front yard setback variance.

ADDITIONAL INFORMATION

Sec. 82-320. - Expiration.
A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

BOARD OF PLANNING AND APPEALS

At its meeting on February 4, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of the variance request.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a front yard setback variance from 30 feet as required by Section 114-765 of the Land Development Regulations of Holly Hill, to 19 feet on 5th Street.

- Application (PDF)
- Current Photos (PDF)
- Lot with Previous House (PDF)
- BOPA Minutes (PDF)

V#_____

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
COMMUNITY DEVELOPMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA, 32117-2807
TELEPHONE: (386) 248-9442
PERMITDESK@HOLLYHILLFL.ORG

HOLLY HILL RECEIVED
JAN 07 2019
COMM. DEV. DEPT.

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

19-349

PROPERTY

PARCEL ID #: 533 734 04 0010

ADDRESS: 430 Burleigh Ave. Holly Hill Fl. 32117

TOTAL ACREAGE: .1422 USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-RESIDENTIAL

ZONING: R-2 (Corner Lot - 2 Fronts and 2 sides) FUTURE LAND USE: SINGLE FAMILY HOME

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☐ SCREEN ENCLOSURE ☐ ADDITION ☒ SINGLE FAMILY HOME

DESCRIPTION OF STRUCTURE: SINGLE FAMILY HOME

On 5th St. ROW	☑ FRONT YARD SETBACK	REQUIRED: 30 FT.	PROPOSED: 19 FT.
	☐ SIDE YARD SETBACK	REQUIRED: ____ FT.	PROPOSED: ____ FT.
	☐ SIDE STREET SETBACK	REQUIRED: ____ FT.	PROPOSED: ____ FT.
TYPE OF VARIANCE:	☐ REAR YARD SETBACK	REQUIRED: ____ FT.	PROPOSED: ____ FT.
	☑ MINIMUM LOT SIZE	REQUIRED: ____ SQ. FT.	ACTUAL: ____ SQ. FT.
	☑ WIDTH AT BUILDING LINE	REQUIRED: ____ FT.	ACTUAL: ____ FT.
	☐ HEIGHT	REQUIRED: ____ FT.	PROPOSED: ____ FT.

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☐ YES ☒ NO

IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☒ YES ☐ NO

OWNER

NAME: James + Kim Nachazel COMPANY:

ADDRESS: 5612 Erskin Fish Way

CITY: Sacramento STATE: CA ZIP: 95835

PHONE: 916 213 7581 EMAIL: gdwtr1@sbcglobal.net

Revised 2018

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

V#_____

AGENT/CONSULTANT

NAME: ~~THE~~ DAVID PATRICK		COMPANY: THE PATRICK COMPANY	
ADDRESS: 189 WOODLAND AVE.			
CITY: ORMOND BEACH,	STATE: FL	ZIP: 32174	
PHONE: 386 795 4999		EMAIL: david@patrickcompany.com	

APPLICATION TYPE/FEE

☑ **VARIANCE – RESIDENTIAL**	$350.00 PER VARIANCE
☐ **VARIANCE – COMMERCIAL**	$500.00 PER VARIANCE

ATTACHMENT CHECKLIST

- ☑ APPLICATION
- ☐ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☑ QUESTIONNAIRE
- ☑ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION) PA information page.
- ☑ APPLICANT AUTHORIZATION FORM, IF APPLICABLE Has contract to purchase.
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☑ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☑ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☑ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
- ☑ PHOTOGRAPHS, IF DESIRED

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

_____ 1-7-19

SIGNATURE OF OWNER/AUTHORIZED APPLICANT **DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Revised 2018

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

V#_____

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district. PREVIOUS Home on this lot, built 1922, torn down 2017. Zoning laws not applicable at the time original home was built.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.
LOT IS A BUILDABLE RESIDENTIAL LOT, BUT DOES NOT meet current zoning + setbacks.

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.
THERE ARE OTHER LOTS W/ HOMES IN THE GENERAL AREA THAT ARE OF SIMILAR SIZE, OR SMALLER.

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

V#_____

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

Because of current setbacks, it would prevent us from building a single family home.

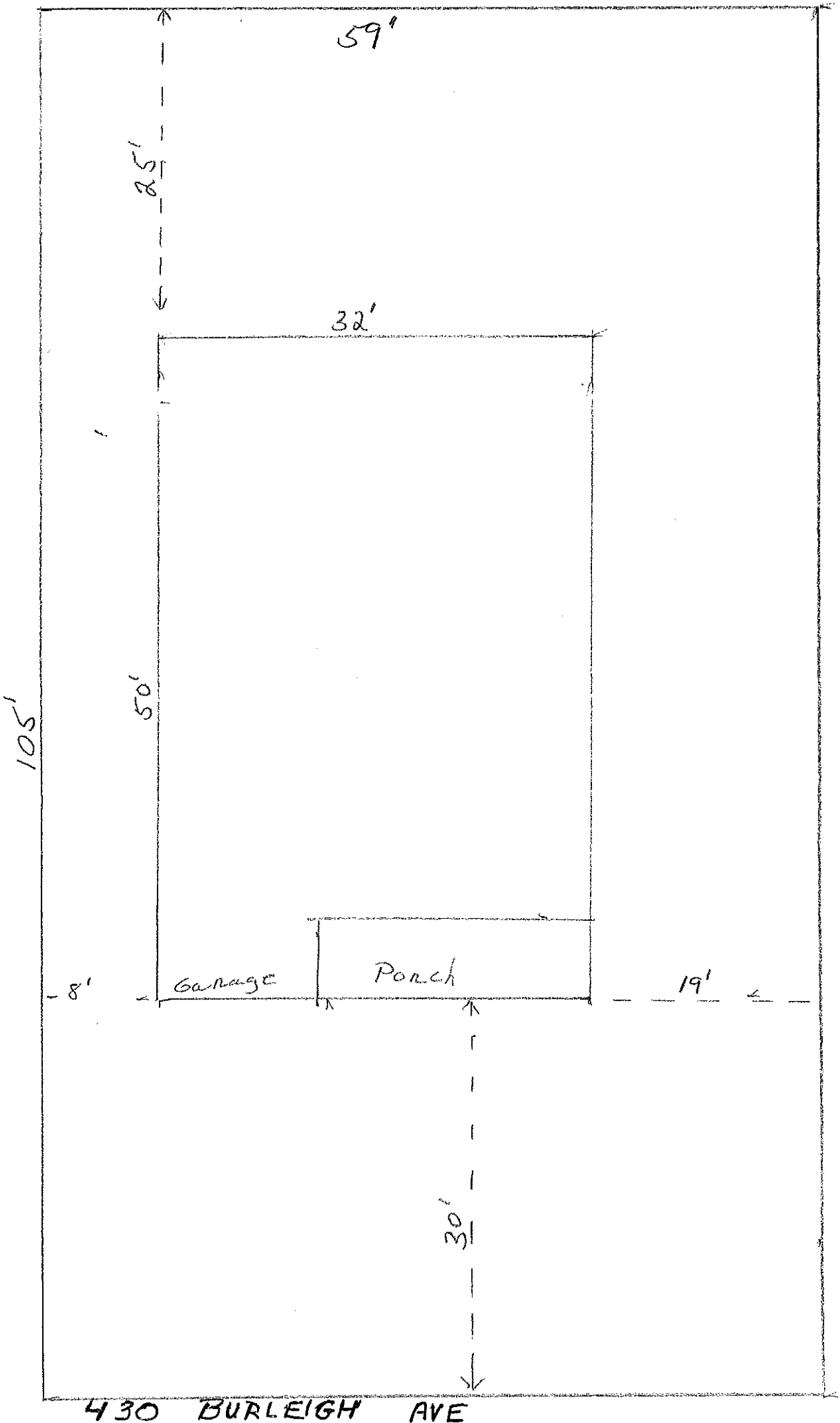
5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Setbacks on 3 sides would be compliant with present zoning. We are asking for a Variance on one side.

6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

PRESENTLY LOT IS BEING USED AS A PARKING area (By neighbors, without permission). A new single family home would improve the Lot,

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)



Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

Authentisign ID: 72EF5E7B3-A0E3-432E-A457-050EC64F3D56

Vacant Land Contract

FloridaRealtors®

1. **Sale and Purchase:** Nachazel, James W Nachazel, Kim G ("Seller")
and Patrick, David Patrick, Wendy ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 430 Burleigh Ave, Holly Hill, FL 32117-3716
Legal Description:
E 105 FT OF LOT 1 BLK 4 SHORE ACRES HOLLY HILL PER OR 5040 PG 2260 PER OR 6984 PG 4258

SEC 37 /TWP /15 /RNG 33 of Volusia County, Florida. Real Property ID No.: 5337-34-04-0010
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) ..... $ 32,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Adams Cameron Title Services
Escrow Agent's Contact Person: Margie Patchett
Escrow Agent's Address: 444 Seabreeze Blvd Ste 170 Daytona Beach Fl 32118
Escrow Agent's Phone: 386-258-3425
Escrow Agent's Email: _____

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ $3000.00 ~~3,000.00~~
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... $
(d) Other: _____ ..... $
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ $29,000.00 ~~31,000.00~~

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 12/21/2018, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on ~~on or before~~ 3/22/2019 ("Closing Date"), **or within 10 days after city approval, which ever comes first**, unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Buyer (DP) (WPP) and Seller (gwn) (Kgn) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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InstanetFORMS

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

7. UTILITIES

a. What type of irrigation does the property have? Unknown – Vacant lot

b. Have percolation tests been performed? NO [X] YES [ ] yes, when and by which person or company: City Sewer

c. Does the property have connection to the following: public water? NO [ ] YES [X] public sewer? NO [ ] YES [X] private water system off the property? NO [X] YES [ ] water well? NO [X] YES [ ] septic tank? NO [X] YES [ ] electric utility? NO [ ] YES [X] natural gas service? NO [ ] YES [ ] Unknown

d. Does the boundary of the property have connection to the following: public water system access? NO [ ] YES [ ] private water system access? NO [ ] YES [ ] electric service access? NO [ ] YES [ ] natural gas access? NO [ ] YES [ ] telephone system access? NO [ ] YES [ ]

e. Have any utility charges been paid? NO [ ] YES [ ] If yes, which charges were paid?: all utilities have been available prior to home demolition May 2018

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO [X] YES [ ]

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: James W. Nachazel (signature) / James W Nachazel (print) Date: 9/21/18

Seller: Kim G Nachazel (signature) / Kim G Nachazel (print) Date: 9/21/18

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ (signature) / David Patrick (print) Date: 12-19-2018

Buyer: _____ (signature) / WENDY S. PATRICK (print) Date: 12/19/2018

Seller JNN KN and Buyer _____ acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

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Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

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Summary
Land & Agriculture
Bldg(s) - Residential
Bldg(s) - Commercial
Misc Improvements
Bldg(s) - Sketch
Values
Permits
Map
Pictometry

Altkey: 3475518
NACHAZEL JAMES W & KIM G

Parcel ID: 533734040010
430 BURLEIGH AV , HOLLY HILL

Parcel

Short Parcel Id	533734040010
Property Location	430 BURLEIGH AV, HOLLY HILL, 32117
PC Code	0100 - SINGLE FAMILY
Total Bldgs	1
Neighborhood	2210 - SHORE ACRES 5337-34 WESTWARD
Business Name	

Primary Owner

Owner	NACHAZEL JAMES W & KIM G
In Care Of	
Mailing Address	5612 ERSKIN FISH WAY
	SACRAMENTO CA 95835

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	NACHAZEL JAMES W & KIM G		100	TE - Tenancy in the Entirety

Legal

Millage Group	203-HOLLY HILL
Legal Description	E 105 FT OF LOT 1 BLK 4 SHORE ACRES HOLLY HILL PER OR 5040 PG 2260 PER OR 6984 PG 4258 PER OR 7472 PG 2604-2606
Map TWP-RNG-SEC	15 - 33 - 37
Subdivision-Block-Lot	34 - 04 - 0010
Date Created	29-DEC-81
Year Annexed	

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
7472 / 2606	WD-WARRANTY DEED	2017222357	11/08/2017	I	$11,500
7472 / 2604	QC-QUIT CLAIM DEED	2017222356	11/06/2017	I	$100
6984 / 4258	QC-QUIT CLAIM DEED	2014078100	04/15/2014	I	$100
5539 / 1398	QC-QUIT CLAIM DEED	2005105409	04/08/2005	I	$100
5539 / 1398	QC-QUIT CLAIM DEED	2005105409	04/08/2005	I	$10
5040 / 2260	WD-WARRANTY DEED	2003068230	12/15/2002	I	$100
5040 / 2260	WD-WARRANTY DEED	2003068230	12/15/2002	I	$10
4868 / 4555	WD-WARRANTY DEED	2002113923	05/15/2002	I	$25,000
2185 / 0550	QC-QUIT CLAIM DEED		06/15/1980	I	$100
2130 / 1770	WD-WARRANTY DEED		12/15/1979	I	$43,000
1744 / 1655	WD-WARRANTY DEED		09/15/1974	I	$30,500

County Links

Property Tax Bill	CLICK HERE
Link to Permits	CLICK HERE

Other Links

Google Street Address	CLICK HERE
Bing Maps	CLICK HERE

1 of 1
Return to Search Results

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Export to Excel - Real Prope
Mailing List

Go

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Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

170

MAP OF SUBDIVISION OF SHORE ACRES

SITUATED ON HALIFAX RIVER JUST North of DAYTONA, FLA.

Scale:-60'=1" C.M. Rogers Engineer

14-170

State of Florida
County of Volusia

Effie B. Wilder and Henry S. Wilder being duly sworn declare that they are owners of Block 25 of Mason and Carswell Subdivision of Holly Hill, Fla., except Lot 4. They are owners of Lands between Daytona Street or Ave and Halifax River which is north of Wisconsin Ave. and south of Stewart Ave. except said Lot 4. That they have caused a Subdivision to be made of said lands according plat herewith and file the same for record, same being correct to their best knowledge.

Effie B. Wilder
Henry S. Wilder

Signed, sworn to and acknowledged before me this 3rd day of July 1922

C.M. Rogers
Notary Public
My commission expires Dec. 10, 1923

Notary Seal

Block 5

Block 6
Reserved

Reserved

DRIVEWAY

DRIVEWAYS

DIXIE HIGHWAY

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

WILDER COURT

SHADY LANE

STEWART AV.

BURLEIGH AV.

DAYTONA AV.

WISCONSIN AV.

A TRUE COPY OF MAP IN MAP BOOK 6 PAGE 50

I. Walter Hewkins
CLERK CIRCUIT COURT

By Pearl C. Morrison
DEPUTY CLERK

Previous Home

Altkey: 3475518
NACHAZEL JAMES W & KIM G

Parcel ID: 533734040010
430 BURLEIGH AV , HOLLY HILL

Residential

Card (Bldg) #	1
# Stories	1
Style	
Improvement Type	R1 - Single Family
Quality Grade	300
Arch Design	-
Year Built / Eff Year	1925 / 1977
Total SFLA	1,793
Exterior Wall	16 - WOOD FRAME STUCCO
Foundation	2 - CONCRETE BLOCK
HVAC	N - NONE
Floor Type	12 - WOOD - HARDWOOD
Roof Type	01 - FLAT
Roof Cover	4 - TAR AND GRAVEL
Wall Type	7 - COMBINATION WALL
Heat Source	2 - GAS
Heat Method	4 - CONVECTION
Bedrooms	3
2 Fixture Baths	1
3 Fixture Baths	1
4 Fixture Baths	0
5 Fixture Baths	0
6 Fixture Baths	0
7 Fixture Baths	0
Addl Fixtures	0
FPL: Stacks/Openings/Blt In	1 / 1/
Total Building Value	$4,142

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BUILDING		1,090
1	Porch, Open Finished		16
1	Porch, Open Finished		35
1	Upper Story, Finished		703

Total Building Area

Total Building Area	1,844

Main Building Rates

	Base Rate		Level Factor		Area Factor		Story Factor		Grade Factor		Const Factor		RCN Value
Base House	78,685	X	1.000	X	.922	X	1.000	X	1.020	X	1.000	=	73,999
Foundation	0	X	1.000	X	.922	X	1.000	X	1.020	X	1.000	=	0
HVAC	-2,496	X	1.000	X	.922	X	1.000	X	1.020	X	1.000	=	-2,347
Attic	0	X	1.000	X	.922	X	1.000	X	1.020	X	1.000	=	0
Other Features													
	Rate		SLF		Units				Grade			=	
1 Story Fireplace	3,772	X	1.000	X	1	X			1.020	X		=	3,847
2 Story Fireplace	0	X	1.000	X	0	X			1.020	X		=	0
							Fireplace		Plumbing		Misc Value	=	
Feature Totals							3,847	+	6,513	+	0	=	10,360
Building Subtotal													82,012
Perimeter													24,386
Points Factor													1.000
Base RCN													106,398
Sections RCN													32,015
Total RCN													138,413
			Phy		Mkt		Obs		Ecn		Fun		
Depreciation			.630	X	.000	X	.000	X	.000	X	.050	X	.032
Base RCNLD													3,352
Sections RCNLD													1,008
Total RCNLD													4,360

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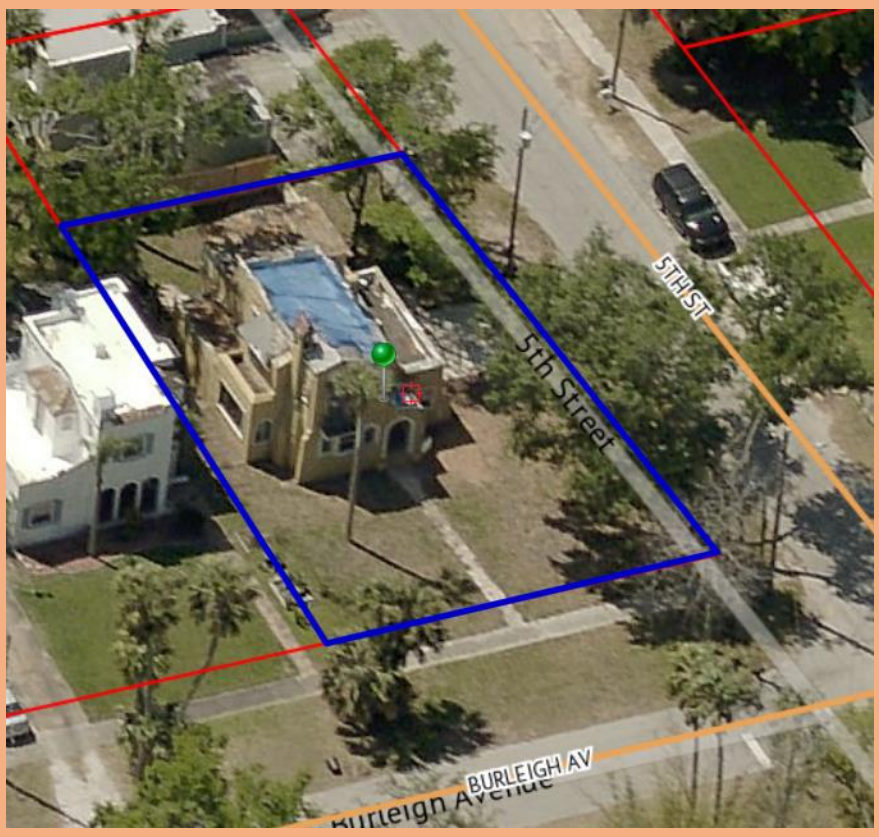
Attachment: Application (2406 : Variance Request - 430 Burleigh Avenue - Setback)

Aerial view of the lot. The house shown has been demolished.



Street view looking west. The home shown has been demolished.

CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES ● FEBRUARY 4, 2019

City Commission Chamber | **BOPA Regular Meeting** | **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	Vice Chairman	Present	
Mike Myer	Chairman	Excused	
Robin D. Hanger	Board Member	Present	
Dennis Smith	Board Member	Present	
Tony Cassata	Board Member	Present	

2. INNVOCATION

Invocation was given by member Robin Hanger.

3. PLEDGE OF ALLEGIANCE

Vice Chairman Arthur Byrnes led us in the Pledge of Allegiance.

4. BOPA MINUTES APPROVAL

1.

Minutes of January 7, 2019 BOPA Minutes

(Requested by Brian Walker, City Planner)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Tony Cassata, Board Member
AYES:	Byrnes, Hanger, Smith, Cassata
EXCUSED:	Myer

Enacted and approved this 4th day of February, 2019, in Holly Hill

5. AGENDA ITEM(S)

1.

Attachment: BOPA Minutes (2406 : Variance Request - 430 Burleigh Avenue - Setback)

Request for a Variance from the Front Yard Setback Requirement of Section 114-765 of the Land Development Regulations Titled, "Schedule of Dimensional Requirements." Specifically a Variance from the Required Front Yard Setback of 30 Feet to 19 Feet.

(Requested by Brian Walker, City Planner)
Brian Walker, City Planner, summarized his staff report stating that this is a request for a variance from the front yard setback requirement. It would be a variance from the required front yard setback of 30 feet to 19 feet for a parcel in the R-2 (Single Family) zoning district, located on the southwest corner of 5th Street and Burleigh Avenue also known as 430 Burleigh Avenue. The lot previously contained a home that was recently demolished. The applicant proposes to build a new house approximately 1600 square feet in size on the lot The parcel is a corner lot and therefore, the property is considered to have two front yards. Front yards for the R-2 zoning lots are required to have a 30 foot setback. The lot was created in 1922 and never met the 75 foot minimum lot width required by the R-2 zoning regulations in place today. The lot is a legal non-conforming lot whose configuration pre-dates the adoption of our subdivision and zoning regulations. The lot can legally be built upon, but because it is non-conforming with regard to width, the applicant cannot build the single story house as proposed and still meet the two front yard setbacks currently required by Code. Therefore, a front yard setback variance is needed. Staff finds that the applicant has met all of the criteria to grant the requested front yard setback variance. Staff recommends approval of the request for a front yard setback variance from 30 feet as required by Section 114-765 of the Land Development regulations to 19 feet on 5th Street.

Arthur Brynes stated that the request for this variance would not be out of character for this neighborhood and finds no objection.

David Patrick, 189 Woodland Avenue, Ormond Beach the applicant, stepped to the podium stating that the plan is to build a single story home approximately 1600 square feet. He further commented that the vacant lot is being used for dumping and an unauthorized parking lot by the adjourning neighbors. A home built on this lot would improve the neighborhood.

Member Robin Hanger stated that is he aware of Mr. Patrick and his work and is in favor of this request. Mr Simpson asked Mr. Hanger if he is aware of Mr. Patrick or business partners. Mr. Hanger stated he is aware of Mr. Patrick through servicing his vehicles, and had not discussed this case with him.

Being there was no further discussion a motion and second were requested.

RESULT:	**RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]**
MOVER:	Dennis Smith, Board Member
SECONDER:	Tony Cassata, Board Member
AYES:	Byrnes, Hanger, Smith, Cassata
EXCUSED:	Myer

Enacted and approved this 4th day of February, 2019, in Holly Hill

Attachment: BOPA Minutes (2406 : Variance Request - 430 Burleigh Avenue - Setback)

6. OLD BUSINESS

Arthur Brynes asked Scott Simpson, City Attorney if he could inform the board members about code of conduct. Mr. Simpson stated that he briefly went through that at last month's meeting. He commented that the most important thing is to not discuss any case coming to this board, outside of the meetings, also any documents you may receive pertaining to the City must be turned in to the City Clerk so it can be made a public record.

Brian Walker, City Planner stated that he is working on getting information together for the Board members.

7. BOARD/STAFF COMMUNICATIONS

Brian Walker, City Planner stated that this variance request will go before the City Commission on February 26, 2019.

8. ADJOURNMENT

This meeting adjourned at 6:17 PM

Attachment: BOPA Minutes (2406 : Variance Request - 430 Burleigh Avenue - Setback)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**February 26, 2019**
FROM:	**Brian Walker**
SUBJECT:	**Special Exception Approval to Allow a Kid City USA School/Daycare on a Parcel in the B-2 Zoning District**
NUMBER:	**(ID # 2393)**
APPLICANT:	**Audrey Bruner & Jeri Walker**
PLANNER:	**Brian Walker**

INTRODUCTION: The applicant is seeking special exception approval to allow a Kid City USA school/daycare on a developed parcel in the B-2 zoning district. The subject property is located at the northeast corner of 10th Street and N Nova Road and is more specifically known as 1501 N Nova Road. (Audrey Bruner & Jeri Walker - Applicants) District 2 - Currie

BACKGROUND: The subject property is about .82 acres in size and contains a vacant building that is approximately 6,525 square feet. The building was formally used as a mattress store.

The property is zoned B-2 (Planned Shopping Center District) which allows child day care centers only as a special exception use subject to the provisions of Section 114-667 of the Land Development Regulations of Holly Hill.

The property is part of the Holly Hill Plaza shopping center and can be accessed indirectly from the north side of 10th Street and the east side of N Nova Road. Parking is located along the west and east sides of the building.

The school/daycare will accommodate up to 120 students ranging in age from 6 weeks to 12 years of age. It is estimated that approximately 10 staff members will be on site. The proposed hours of operation are from 6:30 am to 6:30 pm Monday through Friday.

The site layout will be as shown on the attached site layout sheet. The applicant proposes to eliminate 7 parking spaces in the rear of the building for development of a fenced in play area. The 7 spaces will be covered over with protective matting and playground equipment that can be removed. The asphalt for the spaces will not be removed or damaged. Seventeen spaces will remain.

DISCUSSION: In order to approve the school/daycare at the subject location, the City Commission must find that the site and the applicant meet the requirements of Section 114-667. These requirements are listed below.

Sec. 114-667. - Child day care centers.

Child day care centers are permitted as special exceptions, provided:

(1) No play equipment shall be located in any front or side yard, except on corner lots, in which play equipment may be located in a side yard.
The playground and play equipment will be located in the rear yard of the building.

(2) The play area shall be enclosed by a fence at least five feet in height.

The play area will be fully enclosed by a 6 foot white vinyl fence.

(3) Off-street parking shall be provided at the rate of one space for each six children (licensed capacity).
The site currently has 17 spaces that will allow for 102 children. The applicant will license the facility based on the available parking and no more. Should the applicant desire to increase the capacity to 120 children, they will lease additional parking from the adjacent shopping center prior to increasing capacity.

(4) An occupant identification sign shall be permitted on the building facade. The sign shall not exceed six square feet and shall be attached and non-illuminated.
If the facility places a sign on the building it will meet the requirement.

(5) The day care center shall be designed and constructed according to the standards adopted pursuant to F.S. § 402.30 et seq. and section 10C-10.20 et seq., Florida Administrative Code.
The day care center will comply with all requirements of Florida Statutes and the Florida Administrative Code.

(6) The center shall be appropriately licensed by the county health department and the state department of health and rehabilitative services.
The facility will obtain all required licensing prior to opening for business.

RECOMMENDATION: Staff recommends approval of the Special Exception as requested for a school/daycare at 1501 N Nova Road, with the condition that all requirements in Section 114-667 of the Land Development Regulations be fully met.

- Application (PDF)
- Statement of Request (PDF)
- Site Layout (PDF)
- Aerial View 1 (PDF)
- Aerial View 2 (PDF)
- Rear of Building 1 (PDF)
- Rear of Building 2 (PDF)
- View from 10th Street (PDF)

- View from Nova Road (PDF)
- North End of Building (PDF)

SE#_____

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
COMMUNITY DEVELOPMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA, 32117-2807
TELEPHONE: (386) 248-9442
PERMITDESK@HOLLYHILLFL.ORG

HOLLY HILL RECEIVED
JAN 22 2019
COMM. DEV. DEPT.

19-405

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED Yes w/ B. Walker

PROPERTY

PARCEL ID #: 4242403000 20	
ADDRESS: 1501 North Nova Road Holly Hill Florida	
TOTAL ACREAGE: .82 AC	CURRENT USE OF PROPERTY: Vacant Retail
WATER PROVIDER: City of Holly Hill	SEWER PROVIDER: City of Holly Hill
ZONING: B-2	FUTURE LAND USE: General Retail Commercial
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? ☐ YES ☑ NO	

(Jeei Walker can assist with obtaining access to the building)

OWNER

NAME: MMM Investments Corp	COMPANY:	
ADDRESS: 2301 SE 8th Court		
CITY: Pompano Beach	STATE: FL	ZIP: 33062
PHONE: 954-445-9897	EMAIL: Smilgram@me.com	

APPLICANT/CONSULTANT

NAME: Audrey Bruner / Jeei Walker	COMPANY: Kid City USA Enterprises Inc.	
ADDRESS: 4530 S. Ridgewood Ave		
CITY: Port Orange	STATE: Florida	ZIP: 32127
PHONE: 386-795-2227	EMAIL: jeei@kidcityusa.com	

REVISED 2018

Attachment: Application (2393 : Kid City Daycare)

SE#_____

ATTACHMENT CHECKLIST

- ☑ APPLICATION
- ☑ APPLICATION FEE - $500.00
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☑ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- ☑ STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- ☑ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☑ DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- ☑ A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.

Andy Brown

SIGNATURE OF OWNER/AUTHORIZED AGENT

1-22-19

DATE

REVISED 2018

Attachment: Application (2393 : Kid City Daycare)

SE#_____

What are you requesting?

SPECIAL EXCEPTION TO ALLOW DAYCARE ON THE SITE LOCATE AT 1501 NORTH NOVA ROAD, HOLLY HILL FLORIDA 32117

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐YES ☐NO Explain.

See Attached

2. Is it inconsistent with any element of the comprehensive plan? ☐YES ☐NO Explain.

See Attached

3. Will it adversely affect the public interest? ☐YES ☐NO Explain.

See Attached

4. Does it meet the expressed requirements of the applicable special exception? ☐YES ☐NO Explain.

See Attached

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☐YES ☐NO Explain.

See Attached

REVISED 2018

Attachment: Application (2393 : Kid City Daycare)

SE#

6. Will it generate undue traffic congestion? ☐YES ☐NO Explain.

See attached

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☐NO Explain.

See attached

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐YES ☐NO Explain.

See attached

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐YES ☐NO Explain.

See attached -

Attachment: Application (2393 : Kid City Daycare)

ATTACHMENT TO APPLICATION:

The following must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1) Is it inconsistent with the purpose or intent of this subpart? No explain.

   The requested use is listed among the special exceptions permitted in the district for which the application is made.

2) Is it inconsistent with any element of the comprehensive plan? No.

3) Will it adversely affect the public interest? No explain.

   Allowing a daycare center on this site will not adversely affect the public's interest. Allowing a daycare center on this site will be a benefit to the public as a facility of this type in needed in the area.

4) Does it meet the expressed requirements of the applicable special exception?

   Yes, In compliance with Section 114-667 Special Exception, applicant has purposed to locate the playground at the rear of the building with a six (6') foot white vinyl privacy fence surrounding the playground. (See survey/site plan submitted) Off street parking will be provide for licensed capacity. The proposed playground may be reduced in size if additional parking is required. Applicant has the option to lease additional parking spaces from the owner of the shopping center, if required. Applicant will use the existing sign on the property. At the present time, applicant does not plan to place a sign on the building. If a sign is placed on the building it will not exceed six (6) square feet and will be nonilluminated. The center will be appropriately licensed and designed and constructed according to the standards adopted pursuant to F.S. Section 402.30 et seq. and section 10C-10.20 et seq, Florida Administrative Code.

5) Is the applicant able to meet all requirements imposed by federal, state or local governments or by the City Commission?

   Yes, applicant, Audrey Bruner with Kid City USA Enterprises, Inc., has twenty (20) years of experience in the childcare industry. Applicant has twenty-eight (28) centers open and in the process of opening seven (7) new schools in Florida and Indiana. See attached letter of introduction to the City of Holly Hill with details regarding same.

6) Will it generate undue traffic congestion? No, explain.

   No, this facility will have no impact on residential neighborhoods and the traffic patterns of incoming traffic in the morning and outgoing traffic in the evening is consistent with other uses in this area.

Attachment: Application (2393 : Kid City Daycare)

7) Will it create a hazard or a public nuisance or be dangerous to individuals or to the pubic? No, explain.

No hazardous waste generation or storage is proposed. Applicant feels this provision is non-applicable to a daycare center.

8) Will it materially alter the character of surrounding neighborhoods or adversely affect the value of the surrounding land, structures or buildings? No explain.

Allowing a day care center on this site will not impair the character of the surrounding or adjoining districts, not be determinantal to the public health, morals or welfare. In fact, it is an excellent location for such a facility. Access to Nova Road and 10th Street will allow for parents' easy access to and from the daycare.

9) Will it adversely affect the natural environment, natural resources or scenic beauty or cause excessive pollution? No explain.

Allowing a daycare center on this site, will not affect the natural environment, natural resources, scenic beauty or cause excessive pollution. No pollution will be generated from the building. Updating the building and landscaping will improve this site.

Attachment: Application (2393 : Kid City Daycare)

CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

☐ Individual ☑ Corporation ☐ Land Trust
☐ Limited Liability Company ☐ Partnership
☐ Other(describe) MMM INVESTMENTS CORP

List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space.)

For each **corporation,** list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST
SCOTT MILGRAM	PRESIDENT	2301 SE 8TH CT, POMPABO BEACH FL	
MICHELLE M ROBINSON	VICE PRESIDENT	2627 S BAY SHORE DR, MIAMI FL	
CHARLOTTE MILGRAM	DIRECTOR	7099 VALENCIA DR BOCA RATON FL	

(Use additional sheets for more space.)

In the case of a **trust,** list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
N/A			

(Use additional sheets for more space.)

For **partnerships,** including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST
N/A		

(Use additional sheets for more space.)

Attachment: Application (2393 : Kid City Daycare)

5. For each **limited liability company,** list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST
N/A			

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase,** list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST
N/A		

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

1/9/19
Date

✓
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Scott Milgram on this 9 day of January, 20 19.
Owner, Agent, Applicant Name

Jeri L. Walker
Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JERI L. WALKER
Commission # FF 245517
Expires June 30, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: Application (2393 : Kid City Daycare)

AGENT AUTHORIZATION

MMM Investments Corp, Scott Milgram, President, as the owner of the real property with an address of 1501 North Nova Road, Holly Hill, Floirda 32117, and Parcel Identification Number 424240300020, does hereby authorize to act as its agent, Kid City USA Enterprises, Inc, a Florida Corporation, including its employees and/or agents, to execute any documents necessary for the submission of an Application for Special Exception, necessary to allow the subject property to be used as a preschool facility and to appear on my behalf before any administrative or legislative body in the City of Holly Hill, Florida, considering the above-referenced applications and to act in all respects as my agent in matters pertaining to these applications. I am not granting authority to make any permanent changes to the subject property use and zoning.

This Agent Authorization may be withdrawn at anytime upon written notification to the City of Holly Hill, Florida.

This 9 day of January, 2019

MMM Investments Corp. (Owner)

By: _____
Scott Milgram, President

STATE OF FLORIDA
COUNTY OF Volusia

I certify that the foregoing instrument was acknowledged before me this 9 day of January, 2019, by MMM Investments Corp, Scott Milgram, President, Owner of the subject property. He is personally known to me.

WITNESS my hand and official seal in the county and state stated above on this 9 day of January, 2019.

Jeri L. Walker
_____
Notary Public Signature
Notary Public of the State of Florida
My Commission Expires: 6/30/19

JERI L. WALKER
Commission # FF 245517
Expires June 30, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: Application (2393 : Kid City Daycare)

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# S41180

Entity Name: MMM INVESTMENTS CORP.

Current Principal Place of Business:

2301 SE 8TH COURT
POMPANO BEACH, FL 33062

Current Mailing Address:

2301 SE 8TH COURT
POMPANO BEACH, FL 33062 US

FEI Number: 65-0252931

FILED
Jan 10, 2018
Secretary of State
CC7705024139

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MILGRAM, SCOTT
2301 SE 8TH COURT
POMPANO BEACH, FL 33062 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR	Title	P
Name	MILGRAM, CHARLOTTE DR.	Name	MILGRAM, SCOTT
Address	7099 VALENCIA DRIVE	Address	2301 SE 8TH COURT
City-State-Zip:	BOCA RATON FL 33433	City-State-Zip:	POMPABO BEACH FL 33062

Title	VP
Name	ROBINSON, MICHELLE M
Address	2627 S BAY SHORE DR
City-State-Zip:	MIAMI FL 33133

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SCOTT MILGRAM PRESIDENT 01/10/2018

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Application (2393 : Kid City Daycare)

CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807
INSPECTIONS CALL: (386) 248-9442

Application Number	19-00000405 Date 1/22/19
Property Address	1501 N NOVA RD #A
PARCEL NUMBER:	4 2 42 40 30 0020
Tenant nbr, name	KID CITY USA HOLLY HILL
Application type description	LAND DEVELOPMENT & REGULATIONS PROCESSI
Property Use	COMMERCIAL
Property Zoning	B2 PLANNED SHOPPING CNTR
Application valuation	0

Application desc
SPECIAL EXCEPTION FOR DAYCARE

Owner	Contractor
MMM INVESTMENTS CORP	OWNER
5380 HARBOR ISLAND COURT	
VERO BEACH FL 32967	

--- Structure Information 000 000 SPECIAL EXCEPTION FOR DAY CARE

Permit	LAND DEVELOPMENT PROCESSING		
Additional desc . .	SPECIAL EXCEPTION FOR DAYCARE		
Permit Fee	.00	Plan Check Fee . .	.0(
Issue Date	1/22/19	Valuation	(

Other Fees . . . . . OTHER CHGS FOR SERVS/BOPA 500.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	.00	.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Other Fee Total	500.00	500.00	.00	.00
Grand Total	500.00	500.00	.00	.00

Jen D. Wal 1-22-19

CONTRACTOR/OWNER SIGNATURE DATE

Attachment: Application (2393 : Kid City Daycare)

PREPARED 1/22/19, 16:54:38 PAYMENT DU
CITY OF HOLLY HILL PROGRAM BP820E

APPLICATION NUMBER: 19-00000405 1501 N NOVA RD #A
FEE DESCRIPTION AMOUNT DUE

OTHER CHGS FOR SERVS/BOPA	500.00
TOTAL DUE	500.00

Please present this receipt to the cashier with full payment.

Special Exception for Day Care

PAID
JAN 23 2019

Attachment: Application (2393 : Kid City Daycare)

STATEMENT OF REQUEST

Kid City USA Holly Hill

1501 North Nova Road

Holly Hill, Florida 32117

Summary of Business Operation: Kid City USA offers learning programs and child care services for children between the ages of six (6) weeks and twelve (12) years of age. The services provided by Kid City USA are used primarily by parents who work outside the home. Kid City USA schools are opened year-round, usually accommodating more than 100 children, and operate, typically, from 6:00 a.m. to 6:30 p.m., Monday through Friday.

Square Footage: 6500 sq ft

Hours of Operation: 6:00 a.m. to 6:30 p.m.

Capacity/Students and Staff: License capacity will be determined by Florida Department of Children and Family

Estimated Students and Staff: 102 – 120 (One Hundred – One Hundred Twenty) Students

10 (Ten) Staff

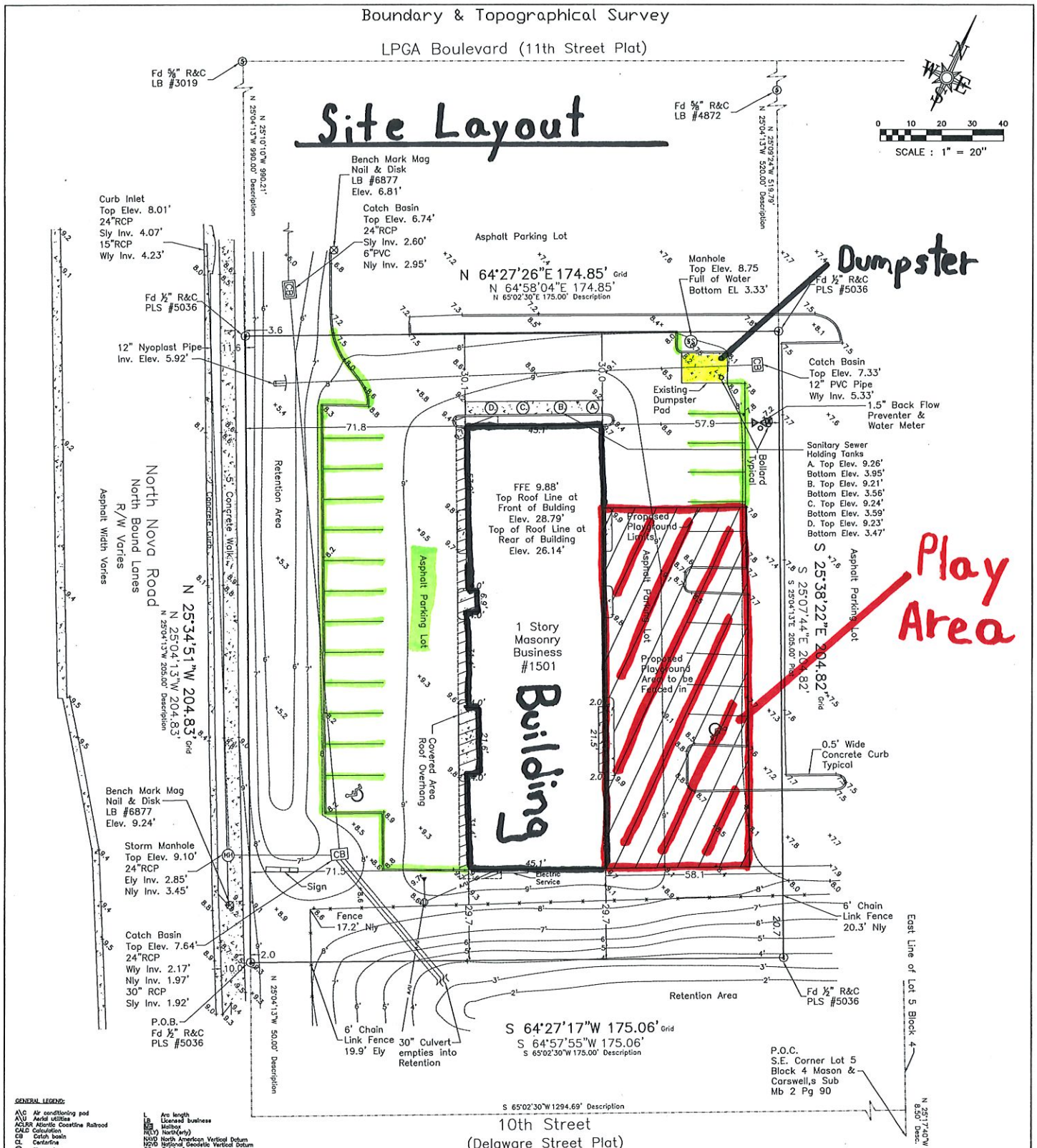
Employee Shifts: 6:30 a.m. to 6:30 p.m. Monday through Friday

There are no concerns that will allowing a daycare on this site will impact adjacent properties. Allowing a daycare on this site will benefit individuals who are employed at the adjacent shopping center.

Attachment: Statement of Request (2393 : Kid City Daycare)

Boundary & Topographical Survey

LPGA Boulevard (11th Street Plat)



GENERAL LEGEND:

A\C	Air conditioning pad	L	Arc length
A\U	Aerial utilities	LB	Licensed business
ACLRR	Atlantic Coastline Railroad	MB	Mailbox
CALC	Calculation	N(LY)	North(erly)
CB	Catch basin	NAVD	North American Vertical Datum
CL	Centerline	NGVD	National Geodetic Vertical Datum
⊙	Cleanout	PC	Point of curve
CM	Concrete monument	PCP	Permanent control point
CONC	Concrete	POB	Point of beginning
©	Cable riser	POC	Point of commencement
▣	Cable TV service	PT	Point of tangent
△	Delta	R	Radius
°	Degree	R&C	Rod and cap
DESC	Description	REC	Recovered
Doc	Document	RLS	Registered land surveyor
E(LY)	East(erly)	R/W	right of Way
Ⓔ	Electric meter	S(LY)	South(erly)
EMT	Electrical metal tubing	Ⓢ	Storm manhole
FD	Found	S	Sign
FLD	Field	Ⓣ	Telephone service
FPC	Florida Power Corporation	TYP	Typical
FPLS	Florida Professional Land Surveyor	Ⓤ	Utility pole
◇	Fire Hydrant	⛲	Sprinkler
Ⓖ	Gas meter	▦	Wall
▶	Guy Anchor	W(LY)	West(erly)
(ES)	Electric Service	Ⓦ	Water meter
IP	Iron pipe	Ⓥ	Water valve

NOTES:
1. Field Survey completed 1/10/2019.
2. Bearing Basis N 25°34'51"W Grid Florida East Zone along the easterly right of way of Nova Road.
3. Visible above ground utilities were located.
4. Dimensions shown are feet and decimals thereof.
5. State Plane Coordinates are NAD 83.
6. The legal description bearings are shown on the drawing with field bearings on a local assumed datum with bearing basis N 25°34'51"W along the easterly right of way of Nova Road for field versus description comparison. The Grid directions were used for calculation to satisfy the State Plane Coordinate requirements.
7. Elevations are North American Datum 1988.
8. Playground Area & Dumpster Pad Area Updated 1-30-2019

Legal Description
A portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, page 90 of the Public Records of Volusia County, Florida, also known as Lot 5, Block 4, Mason and Carswell's Subdivision of Holly Hill, as recorded in Map Book E at Page 90 of the Public Records of Volusia County, Florida, as described as follows: From the southeast corner of said Lot 5, Block 4, run N 25°17'40" W along the east line of said Lot 5, Block 4, a distance of 8.50 feet to the northerly right-of-way line of 10th Street (platted Delaware Street) as occupied and established; thence S 65°02'30"W along said right-of-way line, 1294.69 feet; thence N 25°04'13"W a distance of 50.00 feet to the Point of Beginning; thence continue N 25°04'13"W a distance of 205.00 feet; thence N 65°02'30"E a distance of 175.00 feet; thence S 25°04'13"E a distance of 205.00 feet; thence S 65°02'30"W a distance of 175.00 feet to the Point of Beginning.

Michael M. Myer #LS 4006
This survey is not valid unless signed and embossed with the surveyor's seal.

Digitally signed by Michael M. Myer Date: 2019.02.01 16:27:33 -05'00'

Report and map of survey are exclusively prepared for:

Kids City USA

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MMYER4006@GMAIL.COM

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	1/11/19

Job Number 18328-A Crd #18328
FB 329 @ 32-36

Attachment: Site Layout (2393 : Kid City Daycare)

Aerial View

Attachment: Aerial View 1 (2393 : Kid City Daycare)

Aerial View 2

Rear of Building – Location of Future Fenced-In Playground.

Rear of Building 2

Attachment: Rear of Building 2 (2393 : Kid City Daycare)

View from 10th Street

View from Nova Road

North End of Building

Attachment: North End of Building (2393 : Kid City Daycare)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/26/19 07:00 PM
Department: Finance
Category: City Manager Comments
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2424

CITY MANAGER COMMENTS (ID # 2424)

Sunrise South Pier Demolition Communication Regarding the Issuance of a Purchase Order for the Demolition of the Pier

The City Commission, as part of the budget workshops for Fiscal Year 2018-2019, expressed consensus of having the South Sunrise Park Pier demolition to make more room for the expanded boat ramp that is scheduled to be completed in this fiscal year.

We received several quotes for this removal and the lowest quote received was from PSP Dock Builders out of Ormond Beach for $20,000. This expense is within the City Managers authority and is being presented to the City Commission to address any questions before providing a Notice to Proceed.

HOLLY HILL
FLORIDA

PURCHASE ORDER

CITY OF HOLLY HILL
(386)248-9427
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

P.O. # 190067

DATE: 2/11/2019

VENDOR PHONE: (386)566-7644
VENDOR FAX: ( ) -
VENDOR #: 4030
VENDOR ADDRESS: PSP PEOPLE SERVING PEOPLE, INC
65 WOODBOURNE LANE
ORMOND BEACH, FL 32174

SHIP TO: CITY HALL
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807

Our P.O.# MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	REQUISITION BY
03/11/2019	NA	02/11/2019	JOHN MCKINNEY
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	00141725724663		CATHERINE COLWELL
	PROJECT NUMBER		

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1.00 / NA	SUNRISE PARK SOUTH DOCK DEMO - 50% UPON START	10,000.000	10,000.000
2	1.00 / NA	SUNRISE PARK SOUTH DOCK DEMO - 50% UPON COMPLETION	10,000.000	10,000.000

TOTAL PURCHASE AMOUNT **$20,000.00**

Send Original and One Copy of Invoice to:
CITY HALL
FINANCE DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807

Joseph A. Forte

Approving Official

Attachment: 190067 PSP - Sunrise Pier South Demolition (2424 : Sunrise South Pier Demolition)

PSP DOCK BUILDERS
People Serving People Inc.
65 Woodbourne lane Ormond Beach Fl. 32174
386.566.7644 peopleservingpeopleinc@gmail.com

January 15, 2019

City Of Holly Hill
1065 Ridgewood Ave.
Holly Hill Fl. 32117

Dock Demo at Sunrise Park South:

Demo and remove storm damaged dock located just north of boat ramp at Sunrise Park South. The remains of the storm damaged dock consist of 400 lineal feet of frame work and decking held on 80 pile embedded in the river. All frame work, hand rails, and pile will be removed from waterway. No evidence of dock will remain after demo with all pile being pulled from waterway. All debris will be removed and disposed by PSP Dock Builders.

All labor, transportation to landfill and dump fees are included in cost

Note: It is understood by PSP Dock Builders that another contractor will possibly be performing work within the park at the same time unrelated to the demo of the dock. PSP will make every effort to coordinate with said contractor in an effort to keep both projects moving forward in a timely manner.

Draw schedule as follows:

50% Upon start day of demo	$10,000.00
50% Upon completion	$10,000.00
Total Cost	$20,000.00

Joe Forte
City Manager
City of Holly Hill

Linda Schuster
Project Manager
PSP Dock Builders

Attachment: 190067 PSP - Sunrise Pier South Demolition (2424 : Sunrise South Pier Demolition)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/26/19 07:00 PM
Department: Finance
Category: City Manager Comments
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2407

CITY MANAGER COMMENTS (ID # 2407)

Fiscal Year 2019-2020 Budget Calendar Calendar for the Upcoming Fiscal Year Budget Cycle

This is the budget calendar that the departments will follow for preparing Fiscal Year 2019-2020 budget process.

This provides the due dates for submitting for capital, establishes the dates for workshops and when the required public hearings and adoption are to take place. It also, provides for the dates by which staff must submit certain information to the County and State.

HOLLY HILL
FLORIDA

BUDGET CALENDAR
FISCAL YEAR
2019-2020

2019 DEADLINES	RESPONSIBLE PARTY	REQUIRED ACTIVITY
03/13/19	Dept. Heads	Fiscal Year 2019 – 2020 Budget Kickoff discussions
05/03/19	Dept. Heads	Department submit Technological Request to IT and Vehicle / Equipment request to Fleet.
05/03/19	Dept. Heads	Submit Capital Plans to Finance Department
5/14/2019*	City Commission	18- 19 Mid-Year Budget Review. Workshop 6:00pm
05/31/19	Dept. Heads	Enter proposed budgeted operational expenses into HTE (to include proposed line item details and capital)
05/31/19	IT & Fleet	Technological and Vehicle / Equipment request due to Finance
06/03/19	Property Appraiser	Preliminary city wide taxable values (not including CRA value)
06/7/19	Finance Dept.	Revenue Estimates less Ad Valorem Taxes
6/10 - 14/19	Dept. Heads	Dept. Budget Meetings w/City Manager
06/26/2019*	City Commission	Budget Workshop 6:00pm – Presenting Depts: General Fund and Special Revenue Funds
07/01/19	Property Appraiser	City wide taxable values including CRA value
07/10/2019*	City Commission	Budget Workshop 6:00pm – Presenting Depts: Enterprise Funds
07/23/2019*	City Commission	Budget Workshop 6:00pm – Presenting Depts: All
07/23/2019*	City Commission	Establish Maximum Millage Rate for FY 2019-2020
07/26/2019	Finance Dept.	Proposed Budgets for Distribution to City Commission
07/30/19	Finance Dept.	Notify Property Appraiser of Proposed Millage rate in compliance with TRIM requirements
08/23/19	Property Appraiser	Mail NOPPT to all parcel owners
09/09/2019*	City Commission	Adopt Tentative Millage Rate - 7:00 PM
09/09/2019*	City Commission	Adopt Tentative Budget - 7:00 PM
09/10/2019***	City Commission	Regularly Scheduled meeting moved due to conflict with the Volusia County School Board - TRIM Requirements
09/20/19	Finance Dept.	Advertise Public Hearings to consider final adoption of the budgets, final millage rate and operating expenditures for FY 2018-19
09/24/2019*	City Commission	Conduct Public Hearings to adopt Final Millage Rate
09/24/2019*	City Commission	Conduct Public Hearings to adopt Final Budget
09/27/19	Finance Dept.	Notify Property Appraiser of adopted Final Millage Rate
09/27/19	Finance Dept.	Certify through online TRIM final millage rate, maximum millage calculation and final vote.
10/01/19	Finance Dept.	Begin distribution of Final Budget Documents and prepare final budget in accounting software for beginning of new fiscal year.
10/01/19	Property Appraiser	Distribute Final CRA Values
10/04/19	Finance Dept.	Certify to State final TRIM filings.

* Regular Commission Meeting

*** Special Commission Meeting

Attachment: FY 2019-2020 Budget Calendar (2407 : Fiscal Year 2019-2020 Budget Calendar)