CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MARCH 22, 2022

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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 by City Commissioner John Danio
c. Pledge of Allegiance

2. PRESENTATION

1. Proclamation - Water Conservation Month - April

   (Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA

1. –2022-R-21 A Resolution of the City of Holly Hill, Florida, Community Redevelopment Agency, Authorizing the City Manager to Execute Change Order No. 8 to the US1 Utilities Undergrounding Primaries Conversions with Carter Electric for an Additional Amount Not to Exceed $29,085.66; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

6. PUBLIC COMMENTS

7. APPROVAL OF MINUTES

1. Minutes - March 8, 2022 Workshop and March 8, 2022 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - NONE

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?

9. REGULAR AGENDA

1. Resolution –2022-R-22 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 8 to the US1 Utilities Undergrounding Primaries Conversions with Carter Electric for an Additional Amount Not to Exceed $29,085.66; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Mead & Hunt, Inc., as the Consultant to Perform All Tasks for the Design and Construction of All ARPA Projects and Authorizing the Public Works Director to Enter into Negotions with Mead & Hunt, Inc.; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

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 –2022-O-3048 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Volusia Sports and Storage Center Business Planned Unit Development (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance –2022-O-3049 FIRST READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Comprehensive Planning; Adopting Updates to the City's 5-Year Capital Improvements Schedule Within the City's Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

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

11. COMMUNICATIONS

A. City Manager & Staff Comments
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: 03/22/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3669

PRESENTATION (ID # 3669)

Proclamation - Water Conservation Month - April

HOLLY HILL
FLORIDA

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA DECLARING APRIL AS WATER CONSERVATION MONTH IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Holly Hill are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Holly Hill and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Holly Hill has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, the City of Holly Hill is committed to setting a good example for its citizens regarding water conservation.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2022 as:

WATER CONSERVATION MONTH

in the City of Holly Hill and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 22nd day of March, 2022.

City of Holly Hill, Florida

_____

Chris Via, Mayor

Attachment: Proclamation - Water Conservation Month - April 2022 (3669 : Proclamation - Water Conservation Month - April)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **March 22, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Community Redevelopment Agency, Authorizing the City Manager to Execute Change Order No. 8 to the US1 Utilities Undergrounding Primaries Conversions with Carter Electric for an Additional Amount Not to Exceed $29,085.66; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-21**
APPLICANT:
PLANNER:

DISCUSSION:

The City has been notified by Carter Electric that during the course of FPL's activity to utilize the conduits that were installed in the US1 Utilities Undergrounding Primaries Conversions project, issues were found at five locations that need to be address so to allow FPL to utilize the conduits. Two of the issues were construction issues that Carter Electric has addressed at no cost to the City of Holly Hill. The remaining three locations involve conduit that has been damaged by others after the construction was complete. City staff intends to investigate the reasons for the damages so to seek reimbursement for the repairs, but desires Carter Electric to proceed with the repairs.

The total amount of repairs is not to exceed $29,085.66.

FISCAL ANALYSIS:

Funding is available in account 130-5510-552.34-00 project 13ST03.

STAFF RECOMMENDATION:

The City's consultant and City staff have reviewed the proposed change order and recommend it to be approved and the City Manager be authorized to execute a purchase order for said change order for an amount not to exceed $29,085.66.

COMMISSION GOAL:

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

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

MOTION:

APPROVE CHANGE ORDER NO. 8 AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS CONTRACT WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66.

ATTACHMENTS:

- HH US-1 Undergrounding Primaries - Carter CO 8 (PDF)

CRA Resolution No. 2022-21

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill, Community Redevelopment Agency awarded the US1 Utilities Undergrounding Primaries Conversions to Carter Electric; and

WHEREAS, during the course of FPL's activity to utilize the conduits , issues were found at five locations that need to be addressed to allow FPL to utilize the conduit; and

WHEREAS, City staff intends to investigate the reasons for the damages to seek reimbursement for the repairs; and

WHEREAS, the City desires Carter Electric to proceed with repairs; and

WHEREAS, the total cost of these repairs is not to exceed $29,085.66.

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

SECTION 1. That the City of Holly Hill Community Redevelopment Agency authorize the City Manager to execute Change Order No. 8 with Carter Electric to proceed with necessary repairs.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of MARCH, 2022.

CHANGE ORDER FORM

PROJECT: ***US-1 Utility Undergrounding Primaries Conversion***
BID: ***113-ST-03 Phase III***

CHANGE ORDER NO. 8

CONTRACTOR: Carter Electric Company, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ 2,697,130.82	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: June 2, 2018 Final Completion: July 2, 2018
Net changes from previous Change Orders: $ 263,506.22	Changes in contract time from previous Change Orders: 1,459 Days
Contract Price prior to this Change Order: $ 2,960,637.04	Contract Completion Date prior to this Change Order: Final Completion: June 30, 2022
Net Increase (decrease) of this Change Order: $ 29,085.66	Changes in contract time requested this Change Order Final Completion: 0 Days
Contract Price with all approved Change Orders: $ 2,989,722.70	Contract Times with all approved Change Orders: Final Completion: June 30, 2022

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

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.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by $29,085.66.

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: During the course of FPL's activity to utilize the conduits that were installed in this project, issues were found at five locations that need to be addressed so to allow FPL to utilize the conduits. Two of the issues were construction issues that the Contractor has addressed at no cost to the Owner. The remaining three locations involve conduit that has been damaged by others after the construction was complete. The Owner intends to investigate the reasons for the damages so to seek reimbursement for the repairs, but desires Contractor to proceed with the repairs. See attached Contractor Proposed Change Orders 25 – 31 and as listed below:

PCO #25 – $0.00 Twilight Motel Conduit turn ups into transformer pad #85
PCO #26 - $0.00 Amish Center Conduit turn ups into transformer pad #98
PCO #27 - $3,955.14 Transformer Pad 87 Conduit Locate & Repair
PCO #28 - $4,628.80 Gina's 48" Splice Box to Mission Jeans 48" Splice Box Conduit Repair
PCO #29 - $13,102.68 Gina's 48" Splice Box to Mission Jeans 48" Splice Box Re-bore 3-2 FPL
PCO #30 - $1,377.20 Riser Pole 107 (FHC) 6" Riser Conduit Locate
PCO #31 - $6,021.84 Riser Pole 107 (FHC) 6" Riser Conduit Repair

The total cost of these PCOs is $29,085.66

CONTRACT TIME: The Contract Time had been previously extended to June 30, 2022 to allow for potential extra work such as described in this change order. No additional time will be necessary for this additional work.

IV. PAYMENT: Line item(s) will be added to schedule of values and payment for such will be paid as work is completed via monthly pay requests.

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: _____ 3/4/22
(Authorized Signature) (Date)

David King, P.E.
Name Typed

ACCEPTED BY:

Carter Electric Company, Inc.
(Contractor)

_____ 3-4-22
(Authorized Signature) (Date)

Robert B. Wiech
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**25**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Twilight Motel Conduit turn ups into transformer pad

1. Remove and replace existing asphalt around transformer pad
2. Remove and reinstall bollards
3. Excavate / backfill and Relocate conduits
4. Remove and reinstall transformer pad
5. No charge for this modification as we turned the conduits up in the improper location

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
ASPHALT COLD PATCH	5	76.25	0.00
RELOCATE CONDUIT TURN UPS	1	0.00	40.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**25**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**6**	**76.25**	**40.00**

Summary

General Materials		76.25
Material Tax	(@ 7.000 %)	5.34
Material Total		**81.59**
Direct Labor		2,630.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**2,911.59**
Markup	(@ 10.000 %)	291.16
Subtotal		**3,202.75**
Adjustments		-3,202.75
Final Amount		**$0.00**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 25
Final Amount: $0.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**26**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Amish Center Conduit turn ups into transformer pad
1. Excavate / backfill and Relocate conduits
2. Remove and reinstall transformer pad
3. No charge for this modification as we turned the conduits up in the improper location

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
RELOCATE CONDUIT TURN UPS	1	0.00	32.00
Totals	**1**	**0.00**	**32.00**

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**26**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Summary

Direct Labor		2,104.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**2,304.00**
Markup	(@ 10.000 %)	230.40
Subtotal		**2,534.40**
Adjustments		-2,534.40
Final Amount		**$0.00**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 26
Final Amount: $0.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors -- engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**27**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Transformer Pad 87

1. Identify transformer conduits
2. Excavate / backfill are between transformer and back of sidewalk
3. Locate broken conduit behind sidewalk
4. Extend repaired conduit and turn up into trnasformer pad

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	200	69.00	1.00
LOCATE & REPAIR 2" CONDUIT	1	0.00	48.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**27**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**201**	**69.00**	**49.00**

Summary

General Materials		69.00
Material Tax	(@ 7.000 %)	4.83
Material Total		**73.83**
Direct Labor		3,221.75
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
Subtotal		**3,595.58**
Markup	(@ 10.000 %)	359.56
Subtotal		**3,955.14**
Final Amount		**$3,955.14**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 27
Final Amount: $3,955.14

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**28**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Ginas 48" Splice Box to Mission Jeans 48" Splice Box (Approx 300')
1. Push locater into 2" conduits to determine possible break location
2. Excavate / backfill area to locate conduits
3. Conduits broken in multiple places and unable to locate all and repair
4. Determined best course of action is replace and ceased all locating to repair activities

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
ATTEMPT LOCATE OF BREAKS	1	0.00	32.00
EXCAVATE AREA	1	0.00	32.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**28**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**2**	**0.00**	**64.00**

Summary

Direct Labor		4,208.00
Subtotal		**4,208.00**
Markup	(@ 10.000 %)	420.80
Subtotal		**4,628.80**
Final Amount		**$4,628.80**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 28
Final Amount: $4,628.80

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**29**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Ginas 48" Splice Box to Mission Jeans 48" Splice Box (Approx 300')

1. Pick up Material from FPL Yard
2. Directional Bore 3-2" conduits
3. Excavate around existing handhole for conduit entry
4. Install mule Tape in new conduits
5. Provide bore logs to surveyor to update asbuilts on new conduit depths

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	960	331.20	4.80
CONDUITS INTO HANDHOLES	2	0.00	16.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**29**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**962**	**331.20**	**20.80**

Summary

General Materials		331.20
Material Tax	(@ 7.000 %)	23.18
Material Total		**354.38**
Direct Labor		1,367.60
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
Subtotal		**1,821.98**
Markup	(@ 10.000 %)	182.20
Subtotal		**2,004.18**
BORE 3-2" FPL	($9,570.00 + 0.000 % + 0.000 % + 5.000 %)	10,048.50
Asbuilt Survey Revisions for poles	($1,000.00 + 0.000 % + 0.000 % + 5.000 %)	1,050.00
Subtotal		**13,102.68**
Final Amount		**$13,102.68**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 29
Final Amount: $13,102.68

Name: _____

Date: _____

Signature: _____

Change Order #:

I hereby accept this quotation and authorize the contractor to proceed with the described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors — engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**30**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Riser Pole 107 (FHC) 6" Riser

1. Excavate and backfill around pole to locate conduit
2. located broken off 6" conduit under Communicaions splice box located in sidewalk
   Splice Box has fiber and terminations already installed
3. Contacted Spectrum to review, they determined it isnt there box
4. Recommended to excavate back and relocate 6" around Handhole

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
LOCATE 6"CONDUIT	1	0.00	16.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**30**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**1**	**0.00**	**16.00**

Summary

Direct Labor		1,052.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**1,252.00**
Markup	(@ 10.000 %)	125.20
Subtotal		**1,377.20**
Final Amount		**$1,377.20**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 30
Final Amount: $1,377.20

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**31**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Riser Pole 107 (FHC) 6" Riser

1. Excavate exisiting 6" conduit
2. Rework 6" conduit around communications hand hole and turn up on pole
3. Remove and replace sidewalk to accommodate conduit installation
4. Repair FHC Sod as needed
5. Add mule tape for repaired conduit

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	350	120.75	1.75
REMOVE SIDEWALK PANELS	3	0.00	0.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**31**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
NEW SIDEWALK PANELS	1	0.00	0.00
REWORK CONDUIT AROUND HANDHOLE	1	0.00	40.00
Totals	**355**	**120.75**	**41.75**

Summary

General Materials		120.75
Material Tax	(@ 7.000 %)	8.45
Material Total		**129.20**
Direct Labor		2,745.20
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
SOD	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**3,374.40**
Markup	(@ 10.000 %)	337.44
Subtotal		**3,711.84**
Asbuilt Survey Revisions for poles	($1,000.00 + 0.000 % + 0.000 % + 5.000 %)	1,050.00
sidewalk replacement	($1,200.00 + 0.000 % + 0.000 % + 5.000 %)	1,260.00
Subtotal		**6,021.84**
Final Amount		**$6,021.84**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 31
Final Amount: $6,021.84

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-21 : US1 Utilities Underground Primaries Conversion Change Order No.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **March 22, 2022**
FROM: **Valerie Manning**
SUBJECT: **Minutes - March 8, 2022 Workshop and March 8, 2022 Regular City Commission Meeting**
NUMBER: **(ID # 3687)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the March 8, 2022 workshop and March 8, 2022 regular City Commission meeting.

MOTION:

Approve both sets of minutes as approved by staff.

- Minutes - March 8, 2022 - Regular CC mtg(PDF)
- Minutes - March 8, 2022 - Workshop (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 8, 2022

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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 by Commissioner Penny Currie
Commissioner Currie led the invocation.

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

2. PRESENTATION

1.

Holly Hill Arts Festival - "March is Holly Hill Arts Festival Month"

(Requested by Valerie Manning, City Clerk)
Mayor Via mentioned that the Holly Hill Arts Festival Proclamation will be entered into the records.

RESULT: **NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individual spoke during public participation:

Bob Ruckerad, Holly Hill.

4. APPROVAL OF MINUTES

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

1.

Minutes - February 22, 2022 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 8th day of March, 2022, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Via asked if any member of the audience wished to speak on any item on the Consent Agenda and if any member of the Commission wished to further discuss an item. There was no one.

1. –2022-R-19 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manager for Implementing Administrative Actions; Providing for Scrivener's Errors and Conflicts; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2022-R-19
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature has established a separate class of membership within the Florida Retirement System to be known as the "Senior Management Service Class"; and

WHEREAS, participation in the Senior Management Service Class shall be designated by the City Commission of the City of Holly Hill, Florida as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill had previously designated the City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner and Human Resources Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill now designates the additional position of the Assistant City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Holly Hill designates the following positions as the Senior Management Service Class: City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner, Human Resources Manager, and Assistant City Manager.

SECTION 2. COMMISSION APPROVAL. The City may designate the position of Assistant City Manager for inclusion in the Senior Management Service Class of the

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

Florida Retirement System, provided that the intent to designate the position for inclusion in the class shall be published once a week for two (2) consecutive weeks in the local newspaper of jurisdiction. For this position now designated, it would be for all service performed effective April 1, 2022.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

2. –2022-R-20 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase of $30,000 to an Agreement with All Daytona Septic Tank Service, Inc., for a

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

Total Amount Not to Exceed $50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Steve Juengst, Public Works)

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

RESOLUTION
2022-R-20
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE OF $30,000 TO AN AGREEMENT WITH ALL DAYTONA SEPTIC TANK SERVICE, INC., FOR A TOTAL AMOUNT NOT TO EXCEED $50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE OF $30,000 TO AN AGREEMENT WITH ALL DAYTONA SEPTIC TANK SERVICE, INC., FOR A TOTAL AMOUNT NOT TO EXCEED $50,000, WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, repairs to the lime thickener at the water plant are taking longer than expected; and

WHEREAS, the City must continue to pump out lime softening waste product and have it properly disposed; and

WHEREAS, the City currently has an active purchase order with All Daytona Septic Tank Service, Inc., to provide pumping out and disposal of lime softening waste; and

WHEREAS, additional expenditures will be required in order to continue pumping prior to the completion of the repair of the lime thickener.

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

SECTION 1. That the City Commission of the City of Holly Hill approve an increase of $30,000 to an agreement with All Daytona Septic Tank Service, Inc., for a total amount not to exceed $50,000, waives formal bidding requirements to prevent interruption of essential government services and authorizes the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

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

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

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

3. –DOC-2022-1

Third Amendment to Interlocal Agreement for Fire And/Or Rescue Mutual Aid Within Volusia County

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 8th day of March, 2022, in Holly Hill

6. REGULAR AGENDA

1. –2022-R-15 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Pledge Donation Funds; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)
Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2022-R-15
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PLEDGE DONATION FUNDS; SETTING FORTH REVENUES AND

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; APPROPRIATING PLEDGED DONATIONS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, and Resolution 2022-R-3 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, The Holly Hill Community Redevelopment Agency has allocated and $7,500.00 toward the purchase of a sign match; and

WHEREAS, the City of Holly Hill has accepted a donation pledge from the YMCA in the amount of $4,500 for the purchase of a sign; and

WHEREAS, the City of Holly Hill has accepted a donation pledge from the Boys and Girls Club in the amount of $3,000 for the purchase of a sign; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to accept the pledge donations and appropriate the necessary funds for the completion of the project and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

2. -2022-R-16 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating and Capital Budget, Appropriating Operating and Capital Projects the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2022-R-16
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING AND CAPITAL BUDGET, APPROPRIATING OPERATING AND CAPITAL PROJECTS THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL CAPITAL AND OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, Resolution 2022-R-3, and Resolution 2022-R-15 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

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

SECTION 1. BUDGET AMENDMENT. The operating and capital improvement project funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

3. -2022-R-17 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2022-R-17
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

SECTION 7. Effective Date. This Resolution shall become effective retroactively to October 1, 2021 upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

4. –2022-R-18 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the Osceloa County Agreement with ZHA, Inc., for the Purchase of Construction Management/Owners Representative Services for Community Development Projects and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2022-R-18
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE OSCELOA COUNTY AGREEMENT WITH ZHA, INC., FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNERS REPRESENTATIVE SERVICES FOR COMMUNITY DEVELOPMENT PROJECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE COUNTY OF OSCEOLA AGREEMENT WITH ZHA, INC. FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNER REPRESENTATIVE SERVICES FOR CITY CAPITAL PROJECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of construction management/owner representative services for City Capital projects; and

WHEREAS, the County of Osceola has secured an agreement with ZHA, Inc.;

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

and

WHEREAS, City staff would like to piggyback the agreement the County of Osceola has secured an agreement with ZHA, Inc.; and

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

WHEREAS, the City Commission authorized the piggybacking of the agreement with the County of Osceola with ZHA,Inc., for construction management/owner representative services for City Capital projects.

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

SECTION 1. That the City Commission does hereby approve piggybacking the County of Osceola's agreement with ZHA, Inc., for the purchase of construction management/owner representative services for City Capital projects and authorizes City Manager to execute any necessary agreements.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Enacted and approved this 8th day of March, 2022, in Holly Hill

7. PUBLIC HEARINGS

1. 2021-O-3038 Ordinance

SECOND READING - an Ordinance Adopting Large Scale Comprehensive Plan Amendments in Accordance with Ch. 163, Part II, Florida Statutes; Amending the Coastal Management Element to Add Objectives and Policies for Flood Risk Planning in Accordance with Florida Statutes Section 163.3178(2)(F); Repealing All Ordinances and Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

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

ORDINANCE
2021-O-3038
SECOND READING - AN ORDINANCE ADOPTING LARGE SCALE COMPREHENSIVE PLAN AMENDMENTS IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADD OBJECTIVES AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(F); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE ADOPTING A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADD OBJECTIVES AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(f); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes (2018), provides for the amendment of a comprehensive plan; and

WHEREAS, amendments have been proposed to the Coast Management Element of the City of Holly Hill's Comprehensive Plan, to add objectives and policies for flood risk planning in compliance with §163.3178(2)(f), Florida Statutes; and

WHEREAS, the City Manager has transmitted the proposed amendments and any supporting data and analyses to the Florida Department of Economic Opportunity and provided a copy of the proposed amendments to the Regional Planning Council, the St. Johns Water Management District, the County of Volusia , the Florida Departments of State, Transportation, and Environmental Protection, and to any requesting agency, within 10 days of the first reading in accordance with the requirements of § 163.3184(3)(b), Florida Statutes; and

WHEREAS, the City has reviewed the comments provided by the above referenced agencies; and

WHEREAS, the Board of Planning and Appeals, in accordance with Section 163.3174(4)(a), Florida Statutes, has held one or more public hearings with public notice, has solicited public participation in the preparation and consideration of the proposed amendments

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

and recommends approval; and

WHEREAS, the City Manager supports the Board of Planning and Appeals recommendation.

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

SECTION 1. The Coastal Management Element of the City's Comprehensive Plan is hereby amended as shown in the attached Exhibit "A".

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, part II, Florida Statutes.

SECTION 3. Public Hearings at 6:00 p.m., Monday, April 5, 2021, and Tuesday, April 13, 2021, in Commission Chambers, City Hall, 1065 Ridgewood Avenue , Holly Hill, Florida, after notice published in accordance with§163.3184(11), Florida Statutes, are deemed to comply with law.

SECTION 4. Within 10 working days after the adoption of this ordinance , the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 5. The effective date of these plan amendments shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

EXHIBIT "A"

Red underlined text has been added.

~~Strike-thru is being deleted.~~

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

EROSION, ~~AND~~ FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area ~~should~~ will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

~~**Objective 3.2: Provide for the conservation and protection of wildlife, fisheries and their habitats:**~~

~~**Policy 3.2.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.**~~

~~**Policy 3.2.2: Single family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.**~~

~~**Policy 3.2.3: The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.**~~

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and
- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan - as adopted by the Volusia council in July

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as use of pervious pavement and

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation
- Increased setbacks and buffers
- Landscape retention areas

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022 for second and final reading.

Enacted and approved this 8th day of March, 2022, in Holly Hill

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

2. –2022-O-3047 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

ORDINANCE
2022-O-3047
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance does not change the amount of compensation being paid to the City Commission members; and

WHEREAS, the City Clerk shall be responsible for purchasing and record-keeping related to badges issued to elected officials. The City Clerk shall utilize such forms and procedures as deemed necessary and appropriate to satisfy the responsibilities assigned to that Office under this subsection; and

WHEREAS, the bade is the property of the City of Holly Hill until re-issued as a termination badge as set forth in this Ordinance.

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

SECTION 1. - ISSUANCE OF BADGES.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

A. The City Manager is authorized to issue to each member of the City Commission a city badge designating the member as the Mayor or a member of the City Commission. No member of the City Commission shall have more than two badges at any time during such member's term of office consisting of a wallet badge and a lapel badge.

B. Each badge issued shall have a unique identification and the City Clerk shall maintain records containing the identification of each badge, the date of issuance, and the name and address of the member of the City Commission to whom the badge was issued.

C. Loss of the badge shall be reported immediately to the City Clerk in writing, with replacement at the expense of the person to whom the badge was issued.

D. Each member of the City Commission, to whom a badge is issued, shall reimburse the City for the cost to replace the badge in the event the badge is destroyed through the members negligence or if the badge is lost for any reason.

SECTION 2. - PRESENTATION OF BADGE UPON TERMINATION OF SERVICE.

A. Notwithstanding any other provision of the City of Holly Hill Code of Ordinances, the city may present to the member of the City Commission the member's badge(s) (including if applicable a Mayor badge) upon the termination of the members service, in excess of four (4) years, as a member of the City Commission. Prior to such presentation, the City Clerk shall cause the badge(s) to be affixed permanently to a plaque, within a frame, or otherwise presented in a manner that will effectively improper the use of the badge.

B. No person shall remove a badge presented from the plaque, frame or other presentation material, or wear such badge, or otherwise display the badge unless the badge is displayed in or on a presentation material.

SECTION 3. - UNLAWFUL USE OF CITY COMMISSION BADGE.

A. The badge may be used only during activities related to the responsibilities of the City Commission.

B. It shall be a violation of the city's policy for any member of the City Commission to use the badge for any purpose except as reasonably necessary for identification when acting in an official capacity as a member of the City Commission or as the Mayor. In addition, it shall be a violation of the city's policy for any person to wear, exhibit or use the badge with the intent of fraudulently impersonating a City Official or fraudulently inducing the belief that the person is a City Official at the time the badge is worn, displayed, or used.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

C. Any member or former member of the City Commission found to be misusing the privilege of possession of the badge, at the discretion of the City Commission, shall forfeit the badge immediately.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022 for second and final reading.

Enacted and approved this 8th day of March, 2022, in Holly Hill

8. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte distributed to the City Commission their badges and lapel badges.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny mentioned he had the opportunity to be a judge at the 5th Grade Science Fair at the Holly Hill school; Volusia League of Mayors Call this year; reminded everyone that the Car Show is coming up on March 19th and the following weekend is the Arts Festival with both events at City Hall.

Commissioner Currie thanked everyone for their prayers and continued prayers for her husband.

Commissioner Danio is getting a lot of good comments about Holly Hill and the things that are happening.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

Commissioner Johnson mentioned the upcoming American Legion dinner awards on March 24th; Holly Hill is looking good; a lot of great things taking place in Holly Hill.

D. Mayor's Comments

Mayor Via thanked everyone who participated in Movie With A Cop last Friday; drone program; welcomed Ormond Beach City Commissioner Rob Littleton from Zone 4 for attending the meeting tonight along with Jim Cameron; asked the City Clerk if she could find out about this year's Government Week and see if the schools (HHK-8 and UBIC) would be interested in coming.

9. ADJOURNMENT

The meeting adjourned at approximately 6:50 PM.

Attachment: Minutes - March 8, 2022 - Regular CC mtg (3687 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 8, 2022

City Commission Chamber **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

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	

2. AMENDING THE FY 2021-2022 ANNUAL OPERATING & CAPITAL BUDGET

1. Resolution

Discussion - Amending the Fiscal Year 2021-2022 Annual Operating & Capital Budget

(Requested by Valerie Manning, City Clerk)
Mr. Forte went over Exhibit "B" with the Mayor and City Commissioners. During the workshop held on February 8, 2022 the following projects were prioritized. The following was discussed and the piggyback contract with Osceola County was discussed at the same time. The piggyback contract with ZHA, Inc., will be for construction management and owner's representative services with the city. During the February 8, 2022 workshop on Capital Improvement projects planning, the City Commission prioritized projects to be funded from available fund equity reserves. The expenditures related to the contracted services are fully budgeted in the various Capital Project Fund budgets. The total Capital Projects Improvement Plan funded by this Resolution *(see attached, as well as, in the regular City Commission agenda packet)* is $12,195,000 and is funded from the following fund equity reserves:

General Fund: $4,000,000
Water Sewer Fund: $5,000,000
Stormwater: $1,500,000
Solid Waste: $800,000
Solid Waste transfer to General Fund: $895,000

Due to the required transfer of funds to the various construction funds, the total budget Resolution Exhibit "A" is $24,365,000 ($12,170,000 capital projects, $25,000 operating expense, and $12,170,000 of fund transfers).

Attachment: Minutes - March 8, 2022 - Workshop (3687 : Minutes)

Exhibit "B"

Public Works Projects, Funding and Priorities

- General Fund - PW Building - Small Engine Workshop/Sewer Garage - Estimated $60,000 - Consultant
- General Fund - Fire Station - Build A New Fire Station - Estimated $2,500,000 - Consultant
- General Fund - FPL Charging Station - Increase pad size, install a concrete driveway - Estimated $60,000 - In-house
- General Fund - Bulkhead - Replace Southern Bulkhead at Sunrise Park, construction phase - Estimated $700,000 - In-house
- General Fund - Conversion of the old Fire Station - Upgrade buildings to accommodate evidence storage at PW storage - Estimated $100,000 - Consultant
- General Fund - Riverside Park Seawall - Replace seawall at Riverside Park - Estimated $800,000 - In-house
- General Fund - Centennial Park Bridge Demolition - Demolish the bridge to nowhere at Centennial park-operating expense - Estimated $25,000 - In-house
- General Fund - Sunrise Park Improvements - Replace and upgrade the pavilions, provide irrigation - Estimated $650,000 - Consultant
- **Total: $4,895,000**
- **Note: $4,000,000 funded from General Fund reserves and $895,000 funded from Solid Waste reserves**

- Water-Sewer - Force Main replacement from under the Canal-Influent - Replace the sewer Force Main from under the canal to an elevated crossing with double lined pipe and the installing of several valves at the Waste Water Plant - Estimated $350,000 - Consultant
- Water-Sewer - Lime Silo - Softener #1 Rehab to include Shaft Replacements and upgrades - Estimated $250,000 - Consultant
- Water-Sewer - Clearwell and High Service Pumps Control Panel - Upgrade and replace the control panels for the Transfer Pumps as part of the clearwell upgrade - Estimated $400,000 - In-house *(additional funding to Clearwell Upgrade Project)*
- Water-Sewer - Sand Filter Rehab - Rehab the Sand Filter to include Injectors and new panels - Estimated $400,000 - In-house *(additional funding to Sand Filter Media Project)*
- Water-Sewer - Sewer Manhole evaluation and rehab - Estimated $100,000 - Consultant
- Water-Sewer - Automatic Sampling Stations - Install 25 sampling stations within the city - Estimated $150,000 - In-house
- Water-Sewer - Water and Wastewater Generator replacement - Replace the Wastewater/Water generator for the Plants - Estimated $500,00 - In-house
- Water-Sewer - Rehab LS #4 and the enclosure building - Rehab the largest LS in the city to include the building that has deteriorated over the years - Estimated $300,000 - Consultant
- Water-Sewer - Compliance with SB 64 multi-year project - Implement all of the improvements identified by the SB 64 Report to eliminate any and all discharge of reclaimed water to the Halifax River by 2026 - Estimated $1,800,000 - In-house
- Water-sewer - Replace of 3 Watermains 3rd and Gibbons, 3rd Street; 1 to be determined -

Attachment: Minutes - March 8, 2022 - Workshop (3687 : Minutes)

Estimated $750,000 - Consultant

- **Total: $5,000,000**

- Stormwater - Mirage Pond - Construct the improvements from Alabama and Flomich to outfall into the Mirage Pond - Estimated $600,000 - Consultant
- Stormwater - Duckbills - Install Duckbills into the Outfalls to reduce River Water Intrusion to Riverside Drive - Estimated $400,000 - Consultant
- Stormwater - Pipe Lining - Pipe Line rusted out stormwater pipes throughout the city - Estimated $500,000 - In-house
- **Total: $1,500,000**

- Streets - Annual Paving Program - Resurface and rehab city streets that have been identified in the study as in need of resurfacing - Estimated $100,000 - In-house
- Streets - Center Street sidewalk rehab - Repair and replace broken sidewalks along Center Avenue from Mason Avenue to dead end - Estimated $250,000 - Consultant
- Streets - Flomich Street Sidewalk Rehab - Repair and replace broken sidewalks along Flomich Street from Ridgewood Avenue to Nova Road - Estimated $200,000 - Consultant
- Streets - Walker Street sidewalk rehab - Repair and replace broken sidewalks along Walker Street from Ridgewood Avenue to Nova Road - Estimated $150,000 - Consultant
- Streets - 10th Street - Repair and replace broken sidewalks along 10th Street from Ridgewood Avenue to Nova Road - Estimated $100,000 - Consultant
- **Total: $800,000**

RESULT:	**PRESENTATION ONLY**

3. PIGGYBACKING OSCEOLA COUNTY AGREEMENT

1. Resolution

Discussion - Piggybacking Osceola County Agreement for Construction Management & Owner's Representative Services

(Requested by Valerie Manning, City Clerk)
(Discussed during the Operating and Capital Budget item)

_____

Other discussion during workshop:

There was some discussion about the bike washes that are taking place this year during Bike Week and the concerns that have been brought to the City Manager. Mr. Forte mentioned that he sent them an email pertaining to signage that had certain language and messages on them that were distasteful and the image that these bike washes are bringing to the city. Mr. Forte asked the Mayor and Commissioners to consider whether or not they would like to continue bike washes, etc., or no longer allow. The image of the city is

Attachment: Minutes - March 8, 2022 - Workshop (3687 : Minutes)

what's important. Mr. Forte asked them to consider it before the next bike event comes, which would be Biketoberfest.

(A copy of this workshop is available on CD by requesting it at the City Clerk's office or by listening online)

RESULT:	**PRESENTATION ONLY**

4. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.

Attachment: Minutes - March 8, 2022 - Workshop (3687 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 22, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 8 to the US1 Utilities Undergrounding Primaries Conversions with Carter Electric for an Additional Amount Not to Exceed $29,085.66; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-22**
APPLICANT:
PLANNER:

DISCUSSION:

The City has been notified by Carter Electric that during the course of FPL's activity to utilize the conduits that were installed in the US1 Utilities Undergrounding Primaries Conversions project, issues were found at five locations that need to be address so to allow FPL to utilize the conduits. Two of the issues were construction issues that Carter Electric has addressed at no cost to the City of Holly Hill. The remaining three locations involve conduit that has been damaged by others after the construction was complete. City staff intends to investigate the reasons for the damages so to seek reimbursement for the repairs, but desires Carter Electric to proceed with the repairs.

The total amount of repairs is not to exceed $29,085.66.

FISCAL ANALYSIS:

Funding is available in account 130-5510-552.34-00 project 13ST03.

STAFF RECOMMENDATION:

The City's consultant and City staff have reviewed the proposed change order and recommend it to be approved and the City Manager be authorized to execute a purchase order for said change order for an amount not to exceed $29,085.66.

COMMISSION GOAL:

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

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

MOTION:

APPROVE CHANGE ORDER NO. 8 AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS CONTRACT WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66.

ATTACHMENTS:

- HH US-1 Undergrounding Primaries - Carter CO 8 (PDF)

Resolution No. 2022-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 8 TO THE US1 UTILITIES UNDERGROUNDING PRIMARIES CONVERSIONS WITH CARTER ELECTRIC FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $29,085.66; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill awarded the US1 Utilities Undergrounding Primaries Conversions to Carter Electric; and

WHEREAS, during the course of FPL's activity to utilize the conduits , issues were found at five locations that need to be addressed to allow FPL to utilize the conduit; and

WHEREAS, City staff intends to investigate the reasons for the damages to seek reimbursement for the repairs; and

WHEREAS, the City desires Carter Electric to proceed with repairs; and

WHEREAS, the total cost of these repairs are not to exceed $29,085.66.

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 authorize the City Manager to execute Change Order No. 8 with Carter Electric to proceed with necessary repairs.

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

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

APPROVED AND AUTHENTICATED on this 22nd day of MARCH, 2022.

CHANGE ORDER FORM

PROJECT: ***US-1 Utility Undergrounding Primaries Conversion***
BID: ***113-ST-03 Phase III***

CHANGE ORDER NO. 8

CONTRACTOR: Carter Electric Company, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ 2,697,130.82	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: June 2, 2018 Final Completion: July 2, 2018
Net changes from previous Change Orders: $ 263,506.22	Changes in contract time from previous Change Orders: 1,459 Days
Contract Price prior to this Change Order: $ 2,960,637.04	Contract Completion Date prior to this Change Order: Final Completion: June 30, 2022
Net Increase (decrease) of this Change Order: $ 29,085.66	Changes in contract time requested this Change Order Final Completion: 0 Days
Contract Price with all approved Change Orders: $ 2,989,722.70	Contract Times with all approved Change Orders: Final Completion: June 30, 2022

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

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.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby increased by $29,085.66.

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: During the course of FPL's activity to utilize the conduits that were installed in this project, issues were found at five locations that need to be addressed so to allow FPL to utilize the conduits. Two of the issues were construction issues that the Contractor has addressed at no cost to the Owner. The remaining three locations involve conduit that has been damaged by others after the construction was complete. The Owner intends to investigate the reasons for the damages so to seek reimbursement for the repairs, but desires Contractor to proceed with the repairs. See attached Contractor Proposed Change Orders 25 – 31 and as listed below:

PCO #25 – $0.00 Twilight Motel Conduit turn ups into transformer pad #85
PCO #26 - $0.00 Amish Center Conduit turn ups into transformer pad #98
PCO #27 - $3,955.14 Transformer Pad 87 Conduit Locate & Repair
PCO #28 - $4,628.80 Gina's 48" Splice Box to Mission Jeans 48" Splice Box Conduit Repair
PCO #29 - $13,102.68 Gina's 48" Splice Box to Mission Jeans 48" Splice Box Re-bore 3-2 FPL
PCO #30 - $1,377.20 Riser Pole 107 (FHC) 6" Riser Conduit Locate
PCO #31 - $6,021.84 Riser Pole 107 (FHC) 6" Riser Conduit Repair

The total cost of these PCOs is $29,085.66

CONTRACT TIME: The Contract Time had been previously extended to June 30, 2022 to allow for potential extra work such as described in this change order. No additional time will be necessary for this additional work.

IV. PAYMENT: Line item(s) will be added to schedule of values and payment for such will be paid as work is completed via monthly pay requests.

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: _____ 3/4/22
(Authorized Signature) (Date)

David King, P.E.
Name Typed

ACCEPTED BY:

Carter Electric Company, Inc.
(Contractor)

_____ 3-4-22
(Authorized Signature) (Date)

Robert B. Wiech
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By: _____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**25**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Twilight Motel Conduit turn ups into transformer pad

1. Remove and replace existing asphalt around transformer pad
2. Remove and reinstall bollards
3. Excavate / backfill and Relocate conduits
4. Remove and reinstall transformer pad
5. No charge for this modification as we turned the conduits up in the improper location

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
ASPHALT COLD PATCH	5	76.25	0.00
RELOCATE CONDUIT TURN UPS	1	0.00	40.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**25**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**6**	**76.25**	**40.00**

Summary

General Materials		76.25
Material Tax	(@ 7.000 %)	5.34
Material Total		**81.59**
Direct Labor		2,630.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**2,911.59**
Markup	(@ 10.000 %)	291.16
Subtotal		**3,202.75**
Adjustments		-3,202.75
Final Amount		**$0.00**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 25
Final Amount: $0.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0002058

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**26**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Amish Center Conduit turn ups into transformer pad
1. Excavate / backfill and Relocate conduits
2. Remove and reinstall transformer pad
3. No charge for this modification as we turned the conduits up in the improper location

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
RELOCATE CONDUIT TURN UPS	1	0.00	32.00
Totals	**1**	**0.00**	**32.00**

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**26**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Summary

Direct Labor		2,104.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**2,304.00**
Markup	(@ 10.000 %)	230.40
Subtotal		**2,534.40**
Adjustments		-2,534.40
Final Amount		**$0.00**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 26
Final Amount: $0.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors -- engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**27**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Transformer Pad 87

1. Identify transformer conduits
2. Excavate / backfill are between transformer and back of sidewalk
3. Locate broken conduit behind sidewalk
4. Extend repaired conduit and turn up into trnasformer pad

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	200	69.00	1.00
LOCATE & REPAIR 2" CONDUIT	1	0.00	48.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**27**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**201**	**69.00**	**49.00**

Summary

General Materials		69.00
Material Tax	(@ 7.000 %)	4.83
Material Total		**73.83**
Direct Labor		3,221.75
MINEXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
Subtotal		**3,595.58**
Markup	(@ 10.000 %)	359.56
Subtotal		**3,955.14**
Final Amount		**$3,955.14**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 27
Final Amount: $3,955.14

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**28**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Ginas 48" Splice Box to Mission Jeans 48" Splice Box (Approx 300')
1. Push locater into 2" conduits to determine possible break location
2. Excavate / backfill area to locate conduits
3. Conduits broken in multiple places and unable to locate all and repair
4. Determined best course of action is replace and ceased all locating to repair activities

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
ATTEMPT LOCATE OF BREAKS	1	0.00	32.00
EXCAVATE AREA	1	0.00	32.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**28**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**2**	**0.00**	**64.00**

Summary

Direct Labor		4,208.00
Subtotal		**4,208.00**
Markup	(@ 10.000 %)	420.80
Subtotal		**4,628.80**
Final Amount		**$4,628.80**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 28
Final Amount: $4,628.80

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**29**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Ginas 48" Splice Box to Mission Jeans 48" Splice Box (Approx 300')

1. Pick up Material from FPL Yard
2. Directional Bore 3-2" conduits
3. Excavate around existing handhole for conduit entry
4. Install mule Tape in new conduits
5. Provide bore logs to surveyor to update asbuilts on new conduit depths

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	960	331.20	4.80
CONDUITS INTO HANDHOLES	2	0.00	16.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**29**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**962**	**331.20**	**20.80**

Summary

General Materials		331.20
Material Tax	(@ 7.000 %)	23.18
Material Total		**354.38**
Direct Labor		1,367.60
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
Subtotal		**1,821.98**
Markup	(@ 10.000 %)	182.20
Subtotal		**2,004.18**
BORE 3-2" FPL	($9,570.00 + 0.000 % + 0.000 % + 5.000 %)	10,048.50
Asbuilt Survey Revisions for poles	($1,000.00 + 0.000 % + 0.000 % + 5.000 %)	1,050.00
Subtotal		**13,102.68**
Final Amount		**$13,102.68**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN# 29
Final Amount: $13,102.68

Name: _____

Date: _____

Signature: _____

Change Order #:

I hereby accept this quotation and authorize the contractor to proceed with the described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors — engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**30**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Riser Pole 107 (FHC) 6" Riser

1. Excavate and backfill around pole to locate conduit
2. located broken off 6" conduit under Communicaions splice box located in sidewalk
   Splice Box has fiber and terminations already installed
3. Contacted Spectrum to review, they determined it isnt there box
4. Recommended to excavate back and relocate 6" around Handhole

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
LOCATE 6"CONDUIT	1	0.00	16.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**30**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
Totals	**1**	**0.00**	**16.00**

Summary

Direct Labor		1,052.00
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**1,252.00**
Markup	(@ 10.000 %)	125.20
Subtotal		**1,377.20**
Final Amount		**$1,377.20**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 30
Final Amount: $1,377.20

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

arter electric company, inc. contractors – engineers
231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197
TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com
EC0000265
EC0002058

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**31**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	1

Work Description

A. Riser Pole 107 (FHC) 6" Riser

1. Excavate exisiting 6" conduit
2. Rework 6" conduit around communications hand hole and turn up on pole
3. Remove and replace sidewalk to accommodate conduit installation
4. Repair FHC Sod as needed
5. Add mule tape for repaired conduit

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:
1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:
1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
MULE TAPE	350	120.75	1.75
REMOVE SIDEWALK PANELS	3	0.00	0.00

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

PROPOSED CHANGE ORDER

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN#	**31**
Date:	2/28/2022
Project Name:	Holly Hill Utility Undergr
Project Number:	1404
Page Number:	2

Description	Qty	Total Mat.	Total Hrs.
NEW SIDEWALK PANELS	1	0.00	0.00
REWORK CONDUIT AROUND HANDHOLE	1	0.00	40.00
Totals	**355**	**120.75**	**41.75**

Summary

General Materials		120.75
Material Tax	(@ 7.000 %)	8.45
Material Total		**129.20**
Direct Labor		2,745.20
MIN EXCAVATOR	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
AIR COMPRESSOR	(1.00 @ 1.00 @ $100.00 + 0.000 % + 0.000 % + 0.000 %)	100.00
SOD	(1.00 @ 1.00 @ $200.00 + 0.000 % + 0.000 % + 0.000 %)	200.00
Subtotal		**3,374.40**
Markup	(@ 10.000 %)	337.44
Subtotal		**3,711.84**
Asbuilt Survey Revisions for poles	($1,000.00 + 0.000 % + 0.000 % + 5.000 %)	1,050.00
sidewalk replacement	($1,200.00 + 0.000 % + 0.000 % + 5.000 %)	1,260.00
Subtotal		**6,021.84**
Final Amount		**$6,021.84**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 31
Final Amount: $6,021.84

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: HH US-1 Undergrounding Primaries - Carter CO 8 (2022-R-22 : US1 Utilities Undergrounding Primaries Conversion Change Order

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 22, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Mead & Hunt, Inc., as the Consultant to Perform All Tasks for the Design and Construction of All ARPA Projects and Authorizing the Public Works Director to Enter into Negotions with Mead & Hunt, Inc.; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-23**
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued a Request For Qualification (RFQ) to select a consultant for **PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA (American Rescue Plan Act) IMPROVEMENTS RFQ 22-WW-02** to provide Professional Design/CEI Services for the 3rd BTU at the Waste Water Treatment Plant and, if funding is available, the following projects Relocation of the sewer main from under the LPGA Canal, LS #4 & LS #21 Rehab, Cavanah water main and upgrade of the influent headworks at the Waste Water Treatment Plant.

The RFQ 22-WW-02 was properly advertised according to Federal and State requirements.
The RFQ 22-WW-02 specifications did not improperly restrict competition.
The RFQ 22-WW-02 had 30 firms that downloaded the request for qualification as shown in the attached document.

Furthermore, the City of Holly Hill Finance Department contacted 2 local firms to inquire why a proposal was not submitted by the firm on this request, one firm indicated that the project was too big for the firm, and the 2nd firm has teamed up with another local firm to submit on this request for qualifications.

The City received one (1) RFQ for this advertisement that had a due date of March 10, 2022. The RFQ package received identifying Mead & Hunt, Inc., as the lead, with Zev Cohen, Ardaman & Associates for Geotechnical Services and Southeastern Surveying and Mapping as the team for the ARPA listed projects.

The Evaluation Committee met on Thursday, March 17, 2022 at 10:00 a.m. in a properly noticed public meeting to review the RFQ 22-WW-02 responses. The evaluation committee had determined that Mead & Hunt, Inc., team meets all of the requirements listed in the RFQ to perform the tasks from the city.

The term and pricing for this contract will be negotiated by the Public Works Director and the final contract will be brought back to the City Commission for final approval.

FISCAL ANALYSIS:

There is no funding appropriated for this award currently, since the fees and term of the contract has not been negotiated with the selected firm. However, the City Commission authorized this project to be funded from the ARPA grant award, therefore these cost will be included in that grant. Public Works will come back to the City Commission to execute the funding encumbrance of fees.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve an agreement with Mead & Hunt, Inc., to provide professional Engineering and CEI services and authorize the Public Works Director to enter into negotiations with the selected consultant.

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:

APPROVE MEAD & HUNT, INC., AS THE MOST QUALIFIED CONSULTANT TO PERFORM ALL TASKS FOR THE DESIGN AND CONSTRUCTION OF ALL ARPA PROJECTS AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO ENTER INTO NEGOTIATIONS WITH THE SELECTED CONSULTANT MEAD & HUNT TEAM.

ATTACHMENTS:

- Mead and Hunt Professional Engineering CEI Services for ARPA(PDF)
- 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (PDF)
- Final Copy of plan holders 03-10-2022 (XLSX)

Resolution No. 2022-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING MEAD & HUNT, INC., AS THE CONSULTANT TO PERFORM ALL TASKS FOR THE DESIGN AND CONSTRUCTION OF ALL ARPA PROJECTS AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO NEGOTIONS WITH MEAD & HUNT, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING MEAD & HUNT, INC., AS THE MOST QUALIFIED CONSULTANT TO PERFORM ALL TASKS FOR THE DESIGN AND CONSTRUCTION OF ALL ARPA PROJECTS AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO NEGOTIATIONS WITH MEAD & HUNT, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued a Request For Qualifications to select a consultant for Professional Engineering/CEI Services for all ARPA Improvements, RFQ 22-WW-02; and

WHEREAS, the Professional Engineering/CEI Services are needed for relocation of the sewer main from under the LPGA canal, Lift Stations #4 & #21 rehabilitation, Cavanah water main and upgrade of the influent headworks at the Wastewater Treatment Plant; and

WHEREAS, the RFQ package received had Mead & Hunt, Inc., as the lead, with Zev Cohen, Ardman Geotechnical Services and Southeaster Surveying and Mapping as the team for the ARPA listed projects; and

WHEREAS, the evaluation committee met on March 17, 2022 at 10:00 a.m. and determined that Mead & Hunt, Inc., meets all of the requirements listed on the RFQ to perform the tasks for the City; and

WHEREAS, based in the evidence presented by the City staff as to why only a single bid was submitted, the City Commission waives the CCNA requirement of ranking the top three qualified proposals.

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

SECTION 1. That the City Commission of the City of Holly Hill approve Mead & Hunt, Inc., as the most qualified consultant to perform all tasks for the design and construction

of all ARPA projects and authorize the Public Works Director to negotiate the final contract to bring back the City Commission for final approval.

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

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

APPROVED AND AUTHENTICATED on this 22nd day of MARCH, 2022.

Mead & Hunt
EXPERIENCE EXCEPTIONAL

PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS

City Clerk's Office
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RFQ #22-WW-02

March 10, 2022, 10AM

CONTACT PERSON:

Brad Blais, PE, Project Manager
4401 Eastport Parkway
Port Orange, FL 32127

Phone: 386.337.3275

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

CONTENTS

1 Title Page

2 Table of Contents

3 Tab I. Management Summary

4 Tab II. Corporate Experience and Capacity

7 Tab III. Specialized Expertise of Team Members

- ORGANIZATIONAL CHART
- PROJECT MANAGER AND TEAM MEMBERS
- RESUMES FOR KEY PERSONNEL
- PAST EXPERIENCE PROVIDING SIMILAR CONSULTING SERVICES
- FAMILIARITY WITH THE CITY OF HOLLY HILL'S WASTEWATER TREATMENT PLANT
- FIRM'S EXPERIENCE IN REPORTING OF FEMA/FEDERAL REQUIREMENTS

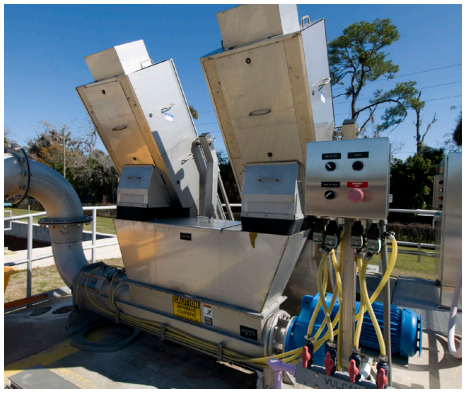
17 Tab IV. Customer Listing

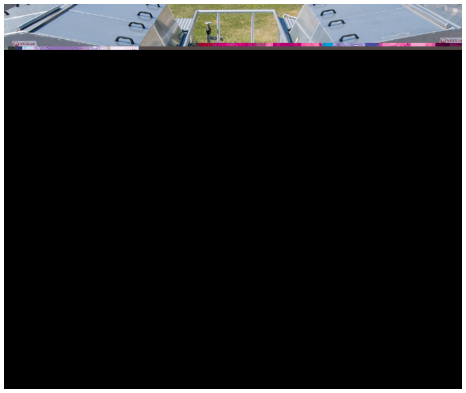
- CLIENT LISTING AND CURRENT OR PREVIOUS REFERENCES

22 Tab V. Acceptance of Conditions

23 Tab VI. Documents

27 Tab VII. Required Form Submittals





Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

MANAGEMENT SUMMARY

Mead & Hunt

MARCH 10, 2022

City Clerk's Office
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Subject: Professional Engineering/CEI Services for ARPA Improvement Projects - RFQ# 22-WW-02

Dear Selection Committee Members:

The design of the 3rd Biological Treatment Unit (BTU) and the other American Rescue Plan Act (ARPA) funded projects identified in the referenced Request For Qualifications (RFQ) represent the City's most significant utility investment in over a decade. Mead & Hunt and Zev Cohen & Associates (ZCA) have joined forces and assembled a design team specifically for these projects—a team that knows the City, this facility, ARPA funding, and stakeholders. The team includes a project manager who designed the last plant upgrade project, engineer of record (EOR) for the headworks and a group of design professionals with capabilities that meet or exceed all specified selection criteria. This response package describes the team's qualifications and approach per the RFQ instructions and requirements.

For the past 25 years, the City has trusted Mead & Hunt to provide utility planning, funding, design, and Construction Engineering and Inspection (CEI) expertise for all wastewater treatment plant (WWTP) upgrades and the majority of the City's utility projects. The firm has successfully executed many projects for Holly Hill, and our combined team is excited to commence design for the upcoming ARPA projects. The engineers and technical staff who have worked on the City's projects for decades are immediately available to work on this project. Brad Blais, PE will serve as overall Project Manager and Sam Hamilton, PE will provide oversight for all work produced by ZCA. Brad and Sam have managerial authority to assemble the necessary workforce to maintain the City's schedules and budgets.

LOCATION IS ESSENTIAL The project manager and design team members are located within minutes of the project site. Our full-service team has in-house capabilities for: pipeline, treatment process, hydraulics, structural, mechanical, electrical and instrumentation system design. We will provide focused, timely, economical solutions and a level of responsiveness unmatched by competitors. We bring to task the most advanced three-dimensional (3D) design tools, personnel and technology available in the industry to create state-of-the-art facilities that will serve the City's utility for decades to come.

AVAILABILITY & RESOURCES With 50+ Volusia County-based staff and the support of more than 1,000 employees, the Mead & Hunt/ZCA team offers comprehensive skills to provide all necessary services for this project. We will continue to provide the City with a single point of accountability, seamless communication, coordination and expedited services, saving time and money.

Our team is immediately available to commence work and deliver the successful project solutions that the City has come to expect from both Mead & Hunt and ZCA. I will be the primary point of contact for this proposal and may be reached via phone at 386.761.6810 or e-mail at Brad.Blais@MeadHunt.com. Thank you for this opportunity to continue to be of service.

Sincerely,

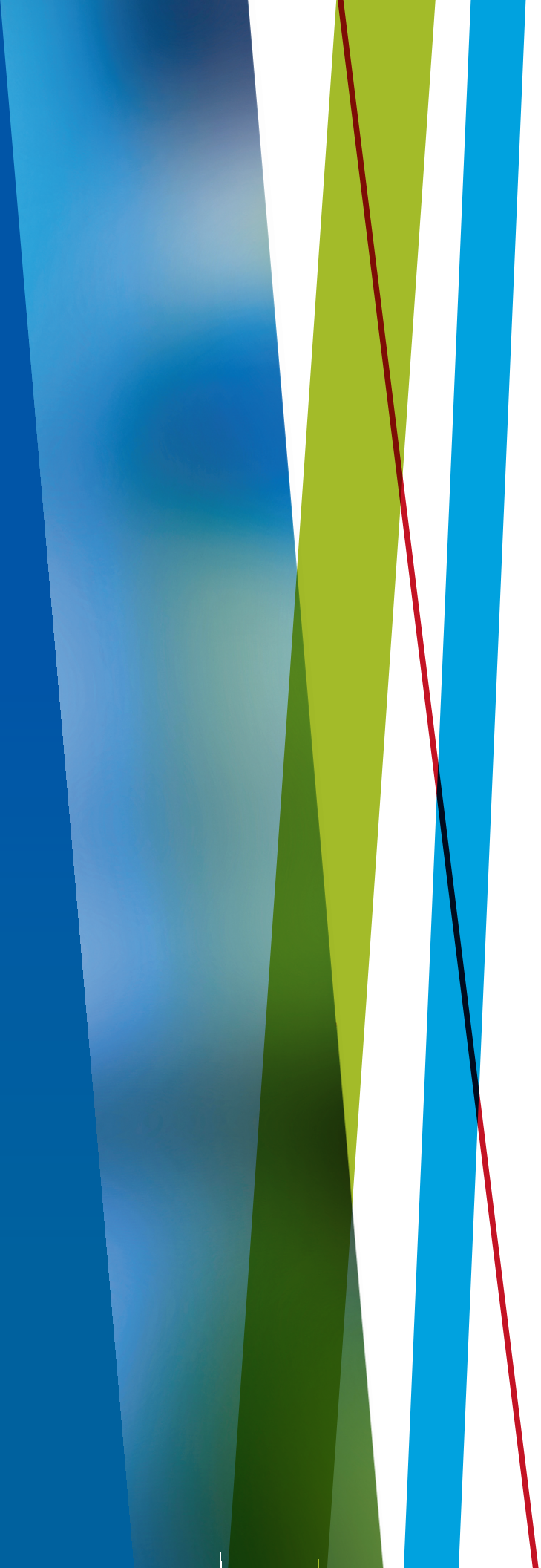
Mead & Hunt

Brad Blais, PE | Vice President
386.337.3275 | Brad.Blais@MeadHunt.com

Zev Cohen & Associates

Sam Hamilton, PE | Vice President
386.677.2482 | SHamilton@ZevCohen.com

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



CORPORATE EXPERIENCE & CAPACITY

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

WHO WE ARE

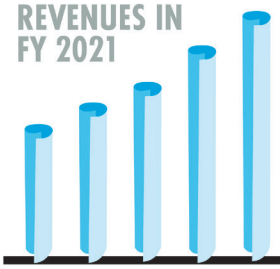
EMPLOYEE-OWNED ENGINEERING & ARCHITECTURAL FIRM

1000 EMPLOYEES

#97 TOP 100 DESIGN FIRM BY ENGINEERING NEWS-RECORD

ONE OF THE BEST PLACES TO WORK BY CE NEWS

$213M REVENUES IN FY 2021



The **Mead & Hunt** project team consists of a group of nearly 1,000 professionals providing engineering and related services across the United States. We are ranked in the Top 100 U.S. firms in *Engineering News Record* and #77 on the Pure Designers list. We are a multi-disciplinary firm with nearly all core engineering and architectural disciplines in-house. Mead & Hunt has been the City's trusted advisor for water and utilities for nearly 30 years and are committed to continuing in this role. The firm has completed numerous projects on this site, including the last treatment plant expansion and most recent lift station rehabilitation projects. We have the experience, capabilities and capacity to complete this work in a timely and cost effective manner.

PROFESSIONAL SERVICES FOR THIS CONTRACT WILL BE DELIVERED FROM OUR FLORIDA DESIGN CENTER LOCATED IN PORT ORANGE, PROVIDING A LEVEL OF RESPONSIVENESS UNSURPASSED BY OUR COMPETITORS. SUPPORT SERVICES WILL BE PROVIDED FROM OUR TAMPA OFFICE.

ZEVCOHEN & ASSOCIATES INC

To provide the most effective team for the City, Mead & Hunt has teamed with our local partner, ZCA. Founded in Volusia County in 1977, ZCA provides high quality consulting, engineering, architecture and planning services. ZCA is one of the City's continuing consultants and is familiar with the City and staff. They will provide water main, force main and environmental engineering services. ZCA prides themselves on providing a simple no-nonsense approach in providing cost-effective quality technical services while meeting our client needs and expectations.

LOCAL CAPACITY

Located at 4401 Eastport Park Way, Port Orange, FL 32127, Mead & Hunt's Port Orange office serves as a production and design center focused solely in municipal engineering with nearly 30 design and construction professionals. The engineering team that has successfully managed design and construction supervision for most of the City's past projects continues to operate out of the Port Orange office. Additionally, ZCA has 34 staff members located at Ormond Beach, doubling the number of staff available to support the City on this project.

	OFFICE	LOCATION	PERSONNEL
Mead & Hunt	Port Orange	4401 Eastport Park Way Port Orange, FL, 32127	26
	Tampa	2203 North Lois Avenue Suite 225, Tampa, FL 33607	12
ZCA	Ormond Beach	300 Interchange Boulevard, Suite C Ormond Beach, FL 32174	34

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

OVERALL QUALIFICATIONS TO PROVIDE THE SERVICES REQUESTED

Mead & Hunt, ZCA and the City of Holly Hill have a long history of planning, designing and constructing cost-effective and successful projects. The City is thriving and both firms take pride in our role serving as your consultants collaborating and creating one of the most innovative and sustainable utilities in Florida. This has been accomplished by making creative, but judicious decisions in the building of the City's wastewater management, water supply and treatment systems.

This team demonstrates the experience and capacity to perform the assigned tasks by identifying tangible examples of prior, similar work for Holly Hill. Specific examples of this capability are listed below:

- **3rd BTU** - Brad Blais was the EOR for the last WWTP expansion project in 2009. The design of that project provided for construction of a future 3rd BTU, which is further detailed and described within Tab III 'Familiarity with the City of Holly Hill's Wastewater Treatment Plant' section.
- **Lift Station #4 and 21** - Mead & Hunt prepared the original lift station assessments and rehabilitation recommendations as a part of the City's utility master plan. In accordance with plan recommendations, our engineers have designed and supervised construction for replacement of lift stations #8, 9, 10, 11, 11A, 12, 14, 16, 17 and 28. Lift stations #17B and 5 have been designed and construction is nearly complete. Design for lift stations #19 and 20 is in process and will be constructed this year. Lift station #4 is a regional station, Mead & Hunt has prepared the assessment and planning for that project proposed under the scope of this RFQ. The design for lift station #21 will follow the standards and details for all of the other successful lift station replacement project we have designed and built over the course of the past 10 years.
- **LPGA Canal Sewer Main Relocation** - Mead & Hunt engineers have designed and supervised construction of the majority of wastewater force main projects in Holly Hill. We have vast experience with directional drill designs, bypass pumping and other construction techniques required to complete this project while maintaining the uninterrupted flow of wastewater to the WWTP.
- **Cavanah Water Main** - The City wide water main replacement projects that have been undertaken over the course of the past 15-20 years have all been designed and supervised by the engineers at Mead & Hunt. In addition to the water main replacements in Holly Hill, our team has designed hundreds of miles of water main replacements for thousands of customers for utilities throughout Volusia County. We understand how to install water mains, valves, hydrants and individual service laterals while maintaining continuous service to the City's customers. This is one of the things we do best!
- **Influent Headworks Modifications** - Mead & Hunt designed the barscreens and compactors that are currently operating at the influent headworks. New technology is available to improve solids removal and decrease maintenance. We have recently designed new barscreens and grit removal systems for Port Orange, DeLand, Deltona, Brevard County, Edgewater and Cocoa Beach. We are familiar with the latest technology and equipment best suited for Holly Hill's WWTP.

The best indicator of future success is past performance.

The project manager for this suite of projects, Brad Blais, designed the last WWTP upgrade project and many of the projects listed above. Brad has also served as project manager for new WWTPs and upgrades throughout Central Florida. He authored Holly Hill's Utility Master Plan and is familiar with all aspects of the City's water distribution, wastewater collection, wastewater treatment and effluent disposal systems. No other engineer has more experience with Holly Hill's facilities and others in the region. In addition to his role as the overall program manager, he will also assist the team's funding staff to identify and apply for grants and low interest loan opportunities to help fund those portions of projects that exceed the currently available ARPA funds.

A program of this magnitude requires a team. The managers for this suite of projects will be supported by a robust team of engineers and design professionals from Mead & Hunt and ZCA. The organizational chart included within Tab III

Project manager Brad Blais, PE

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

DESIGN ELEMENTS SPECIFIC TO THIS PROJECT

1. Our team brings in-house biological process design, structural, electrical and instrumentation capabilities to augment the core engineering staff that will guide the design process. **Maintaining these disciplines in-house enables us to respond quickly and reduces the need for added coordination with outside resources, saving the City time and money.**

2. This project presents an opportunity for the City to create a state-of-the-art wastewater treatment facility that will position the City to meet current and future treatment needs and satisfy the most stringent effluent requirements. The design concepts proposed for this facility represent the most advanced technology available. This will be a truly modern facility and will be designed using the most advanced 3D design tools available in the industry. **No stones have been left unturned in assembling the best design professionals in the country to design this facility and bring the concepts to fruition.**

depicts those individuals and their roles. The team is composed of local engineers from both firms and supporting staff from Mead & Hunt's other offices. All disciplines, except surveying and geotechnical, are being performed by in-house personnel from Mead & Hunt and ZCA. This provides sole source responsibility and efficiency.

In order to review quality, David King, PE will provide program oversight and Quality Assurance/Quality Control (QA/QC) for the deliverables provided by Mead & Hunt. Sam Hamilton, PE will provide oversight and QA/QC for deliverables provided by ZCA. Both David and Sam are principals for their firms and can mobilize the necessary resources to provide timely delivery of plans, specifications and supporting documents. In addition to their management roles, David and Sam have more than 25 years each in designing municipal utility systems. They will provide QA/QC for projects being delivered by their engineering staff. Other senior design professionals, including Bobby Ball and Randy Hudak, will serve to manage their respective teams for timely, complete and accurate deliverables.

Consistency of leadership is vital for a program of this magnitude. We can factually state there is no team with this degree of project specific experience and level of senior personnel assigned to design and manage this project. Brad, David and Sam are principals in their firms and have the unilateral authority to bring any and all necessary resources to bear for this project. Their commitment to the City is beyond question, as is their desire to make this project a spectacular success. These senior design team members and their staff are:

- Local to the area
- Intimately familiar with the City's infrastructure
- Well-known to City staff
- Actively engaged in all phases of project design, funding, bidding and construction management

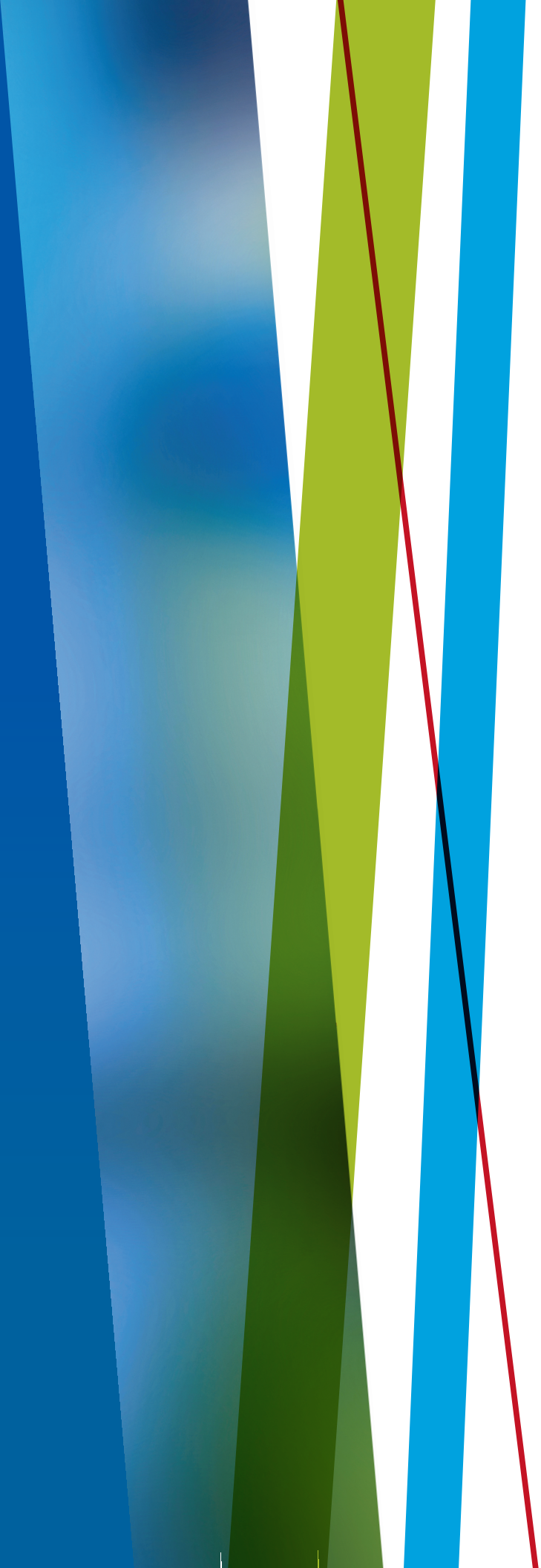
DAVID KING, PE
QA/QC WWTP & Lift Stations

- Worked with the City for 23+ years
- Project manager (PM)/EOR on projects at the City's WWTP and Water Treatment Plant (WTP)
- Served as PM/EOR on City water main (WM), forcemain (FM) and lift station (LS) projects
- Served as the City's client manager
- PM and EOR on many WWTP, FM, WM and LS projects for cities through central/north Florida

SAM HAMILTON, PE
QA/QC FM & WM

- Provided services within the City of Holly Hill for 20 years
- Designed over 100 water/sewer improvement projects
- Has been involved in the greater Holly Hill Community for over 20 years

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



SPECIALIZED EXPERTISE OF TEAM MEMBERS

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

TEAM QUALIFICATIONS

We have specifically assembled our team to meet all of the City's needs as described in the RFQ, along with value-added needs that we believe may be necessary based on our history of serving clients on similar continuing service contracts.

Each team member has an extensive amount of experience in their respective areas of expertise as well as proven ability to work together seamlessly as a cohesive and integrated unit.

Qualification highlights have been provided in ***Table III.1*** below for our client manager, QA/QC leads and technical leads. Brief resumes for key personnel only are included in the following pages to respect page limitations of the RFQ. Additionally, ***Table III.2*** on page 13 includes each team member's role, location, availability, tenure and relevant experience.

Table V.1 - Team Leads - Qualification highlights

Name/Role	Qualification Highlights
Brad Blais, PE Project Manager	• Expert in maintaining schedule and budget • Extensive experience with WWTP upgrades including previous experience for the City of Holly Hill
David King, PE QA/QC WWTP & Lift Stations	• Over 30 years of experience planning, designing and supervising utility projects • Extensive experience assisting clients with grant funding from Florida Department of Environmental Protection (FDEP), water management districts (WMD), the Environmental Protective Agency (EPA) and the Federal Emergency Management Agency (FEMA)
Sam Hamilton, PE QA/QC Forcemain & Water Mains	• Has been providing services within the City of Holly Hill for 20 years • Designed over 100 water/sewer improvement projects
Anant Sriram, PE WWTP Lead	• 20+ years WWTP Design Experience • Design team member for world's largest U/V effluent disinfection system
Tonya Sonier, PE Lift Station Lead	• Extensive experience in wastewater treatment design through all phases of the project including permitting design, and construction • Extensive experience designing and managing sewage lift station replacement projects
Randy Hudak, PE Forcemain Lead	• Has been providing services within the City of Holly Hill for 22 years • PM for 60+ municipal sewage force main installation and replacement projects
Bobby Ball, PE Water Main Lead	• Has been providing services within the City of Holly Hill for 22 years • PM for 70+ municipal water main installation and retrofit projects in Volusia County.

KEY STAFF | Engineers who have served the City of Holly Hill and neighboring municipalities for decades anchor our team of design professionals. This team also includes new talent who will expand our capabilities and continue the tradition of excellence that our predecessors began over 120 years ago.

Mead & Hunt and ZCA have significant additional capacity should a situation arise where surge capacity is required to accelerate certain aspects of the project. Should the need arise, our corporate resources represent additional capacity available to the City for this project.

HOLLY HILL FLORIDA

BRAD BLAIS, PE[1]
PROJECT MANAGER

DAVID KING, PE[1]
QA/QC WWTP & LIFT STATIONS

SAM HAMILTON, PE[2]
QA/QC FORCEMAIN & WATER MAIN

TEAM LEADS

ANANT SRIRAM, PE[1]
WWTP LEAD

TONYA SONIER, PE[1]
LIFT STATION LEAD

RANDY HUDAK, PE[2]
FORCEMAIN LEAD

BOBBY BALL, PE[2]
WATER MAIN LEAD

SUPPORT SERVICES

BILL BLACK, PE[1]
STRUCTURAL

REGINA BRINKLE[1]
FUNDING

KEFF KURELLA, PE[1]
ELECTRICAL/ INSTRUMENTATION & CONTROLS (I&C)

JOHN MISCHLE[1]
PROJECT MANAGER/ PERMITTING LEAD

NOAH ADAMOSKI[1]
CONTRACT ADMINISTRATION

ANDREW GIANINNI, PE[1]
CIVIL /SITE

MARK PERKINS, PE[1]
ODOR CONTROL

JASON HAMPTON[1]
RESIDENT PROJECT REPRESENTATIVE

STEVEN FENSTERER[4]
SURVEY & SUBSURFACE UTILITY ENGINEERING (SUE)

TODD BUSH[2]
INSPECTION

JASON MANNING, PE[3]
GEOTECHNICAL

BILL LITES[2]
ENVIRONMENTAL

1. Mead & Hunt | 2. ZCA | 3. Ardaman and Associates | 4. Southeastern Surveying and Mapping Corp. (SSMC)

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Brad Blais, PE

PROJECT MANAGER

Contact Information

- 4401 Eastport Park Way, Port Orange, FL
- 386.337.3275
- Brad.Blais@MeadHunt.com

Areas of Expertise

- Project and client management
- Biological Nutrient Remova (BNR) and Advanced Wastewater Treatment (AWT) specialist
- Water Reclamation Facility (WRF) expansion and improvement
- Construction management and administration

Education

- BS, Civil Engineering, North Carolina State University

Registration/ Certifications

- Licensed Professional Engineer – Florida, South Carolina

Total Years of Experience

- 33

Years With Mead & Hunt

- 33

Brad Blais specializes in advanced wastewater treatment process design, effluent disposal and reclaimed water distribution. In addition to serving as the EOR for design of various wastewater treatment facility improvement and expansion projects, he also manages construction and provides contract administration services for those projects. Brad also specializes in grant and loan acquisition having helped clients secure over $20 million in grants and $100 million in low interest loans since 2008. He has designed and supervised construction on a variety of advanced wastewater treatment and effluent disposal projects. He performs biological process design and hydraulic modeling and is committed to guiding projects from planning through construction to achieve successful projects. Brad will leverage his extensive knowledge from decades of service to the City as well as lessons learned from previous projects to accomplish the City's satisfaction throughout the duration of this project.

PROJECT EXPERIENCE

South Central Regional Wastewater Treatment Facility (SCRWWTF) Expansion, Brevard County, Viera, Florida

Design Project Manager. Brevard County's SCRWWTF is an **advanced nutrient removal treatment facility** that provides sewage treatment and septage management for the rapidly growing area in and around Viera. **The existing 6 million gallons per day (MGD) treatment facility is being expanded to a total capacity of 12 MGD.** In addition to capacity expansion, this project includes numerous upgrades to the existing plant, a new laboratory and a 12,000-square-foot maintenance and administration building.

Wastewater Treatment Plant Expansion and Improvements, City of Holly Hill, Florida

Design Project Manager. This WWTP expansion of the 3 MGD Orbal oxidation ditch WWTP included replacing most of the existing mechanical equipment and constructing **a new 80-foot clarifier** and two disk filters.

Water Reclamation Facility FY 18/19 Upgrades and Improvements, City of Cocoa Beach, Florida

Design Project Manager. Mead & Hunt completed a series of upgrades at the City's 12 MGD water reclamation facility including: influent treatment structure screens replacement, biological treatment post-anox tank automatic bypass capability, automatic backwash filter structure and filter equipment rehabilitation, biosolids upgrades to include new sludge conveyor systems and two new rotary drum thickeners, replacement of facility switchgear and automatic transfer equipment, Arc Flash study with recommended safety improvements and plant-wide Supervisory Control and Data Acquisition (SCADA) upgrades to allow monitoring and control of existing and new equipment throughout the WRF.

Wiley M. Nash WRF Expansion and Improvements, City of DeLand, Florida

Project Manager. Multiple project phases involved **increasing the plant capacity from 4 MGD to 6 MGD**, rehabilitating all mechanical pumps and equipment, adding mechanical thickening and odor control. The recent aeration and instrumentation project involved **upgrading three carrousel oxidation ditch BNR reactors** to include six low-speed mechanical surface aerators with surface impellers and a submerged radial pumping impeller. Brad is project manager for design of the current expansion from 6 MGD to 8 MGD and AWT upgrade.

Eastern WRF, City of Deltona, Florida

Design Project Manager. QLH (now Mead & Hunt) was a design team member for this project and the EOR for the finished effluent facilities portion of the work. The project involved **a 5 MG pre-stressed concrete reclaimed water storage tank and high service reclaimed pump station.** Our team served as CEI manager for the entire membrane bioreactor (MBR) facility and sludge handling systems. The project was initially constructed as a 1.5 MGD plant, expandable to 4 MGD.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Anant Sriram

PE

WWTP LEAD

Education

- MS, Environmental Engineering Syracuse University
- BE, Environmental Engineering, Shivaji University

Registration

- Licensed Professional Engineer – Michigan, Florida License Pending

Bio

Anant Sriram's 17 years of experience involves technical design of all aspects of municipal water and wastewater facilities ranging from .25 MGD to 450 MGD. Anant recently worked with the City of DeLand in developing the 2021 Facility Plan for the Wiley M. Nash Water Reclamation Facility and detailing the design requirements for the proposed WRF Expansion and upgrades.

PROJECT EXPERIENCE

Westside Preliminary Settling Tanks and Aerated Grit Tanks, Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois

Water/Wastewater Engineer. The project primarily involved design for replacing existing imhoff tanks with new primary settling tanks and replacement of existing skimming and grit removal tanks with new aerated grit facility at the 720 MGD Westside Side Plant. Anant prepared the contract documents including design for demolition of existing Imhoff tanks, construction of new primary settling tanks and outside piping. In addition, he prepared the preliminary design report. He also evaluated plant hydraulics to allow for passing 720 MGD of wastewater through the primary treatment process. management facilities. The project considerations included karst features and a perched water table. This project was completed while Anant was employed with another firm.

O'Brien Water Reclamation Plant (WRP) Ultraviolet (UV) Disinfection Project, MWRDGC, Illinois

Project Lead. This project involves the design of the largest disinfection system in the world treating up to 450 MGD of effluent. As the project lead for the evaluation of entire plant hydraulics, Anant created a custom model using Visual Basic (VB) programming to include the data analysis and visualizations. He also served as process lead engineer for the design of the UV disinfection system. This project was completed while Anant was employed with another firm.

Tonya Sonier

PE

LIFT STATION LEAD

Education

- BS, Environmental Engineering, University of Central Florida

Registration

- Licensed Professional Engineer – Florida
- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP), Lateral Assessment Certification Program (LACP) and Manhole Assessment Certification Program (MACP)

Bio

Tonya Sonier brings nine years of extensive experience in lift and pump station design and rehabilitation, through all phases of the project including permitting, design and construction. She understands the challenges of maintaining operations and planning for future expansion considerations when designing.

PROJECT EXPERIENCE

Lift Station F-01 Replacement Design, Brevard County Utilities Department, Florida

Project Manager. Replacement of the existing lift station with a 400 gpm submersible lift station with a backup suction lift diesel bypass pump. Role included following County standards, civil site design, hydraulic modeling and analysis, wetwell sizing, setting float elevations, FDEP and County right-of-way (ROW) permitting, and cost estimating. This project was completed while Tonya was employed with another firm.

Influent and Transfer Pump Station Rehabilitation Project, City of Cocoa, Florida

Project Manager. Rehabilitation of the existing 4.5 MGD influent pump station, replacement of the submersible influent pumps and the vertical turbine transfer pumps, and repair of various yard piping. Tonya created and negotiated scope, schedule and budget of project. Her responsibilities included subconsultant coordination, creation of design drawings and specifications, manufacturer and cross discipline coordination, creating and analyzing hydraulic model, leading design review meetings, coordinate with client operations and maintenance staff and various project management tasks. This project was completed while Tonya was employed with another firm.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Randy Hudak

PE

FORCEMAIN LEAD

Education

- BS, Civil Engineering, University of Central Florida

Registration

- Licensed Professional Engineer – Florida

PROJECT EXPERIENCE

New Smyrna Beach Southeast Interchange Offsite Force Main, New Smyrna Beach, Florida

Project Manager. ZCA designed, permitted and provided construction administration services for a six-lot commercial subdivision that required utility design of a dual pump master lift station fed by a gravity sewer network. The lift station was connected to the New Smyrna Beach sanitary sewer network via 5,300 linear feet (LF) of force main installed within the Florida Department of Transportation (FDOT) and Volusia County rights-of-way (ROW), and within easements on private property.

Village Square Offsite Sewer, New Smyrna Beach, Florida

Project Engineer. Design and permitting of regional lift station to serve a special commercial assessment district that included additional offsite improvements such as 1,200 LF of gravity main and 1,500 LF of force main.

Turnbull Bay Bridge Replacement, New Smyrna Beach, Florida

Project Engineer. ZCA designed and permitted the relocation of an existing reclaimed water main, potable water main, and sanitary sewer force main located on and/or adjacent to the bridge through the FDEP, Volusia County Department of Health (DOH), and the St. Johns River Water Management District (SJRWMD). The utilities were relocated via directional drill crossing under Turnball Creek prior to demolition of the existing bridge.

Port Orange Riverwalk, Port Orange, Florida

Project Engineer. Master planning, master infrastructure and civil design for the City of Port Orange's Riverwalk Park. This park consisted of 2,000 LF and is located directly on the Halifax River. The plan provided for future commercial and residential development, ample seating and gathering spaces, and a marina.

Bobby Ball

PE

WATER MAIN LEAD

Education

- BS, Civil Engineering, University of South Florida

Registration

- Licensed Professional Engineer – Florida

PROJECT EXPERIENCE

Beach Street Forcemain, Daytona Beach, Florida

Project Manager. ZCA provided design, construction administration services and permitting for this utility project consisting of a one mile 36 inch forcemain through an urban corridor. This project involved constructing within existing roadways and designing around existing utilities with minimal disturbance to the surrounding areas. Required permitting was through the City of Daytona Beach and the FDOT.

Tuscany/State Road 40 Utility Extension, Ormond Beach, Florida

Project Manager. ZCA successfully designed, permitted, negotiated various cross-participation aspects of the project and instructed the improvement of a 1.3 mile force main extension west of I-95 along SR-40 to serve the private developer's project. The force main was designed in accordance with the City of Ormond Beach and the FDOT standard requirements,

State Road 40 Forcemain Extension and Subdivision (a.k.a. Tuscany PRD), Ormond Beach, Florida

Project Manager. ZCA provided design and engineering services for a 53 lot single-family residential subdivision which required a 1.3 mile forcemain extension along SR-40. This extension included modeling of the stormwater and wetland systems to permit through the City of Ormond Beach and the SJRWMD, and a crossing of the Tomoka River which required permitting through the FDOT.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Bill Black

PE

STRUCTURAL

Education

- BS, Civil Engineering, Michigan Technological University
- Graduate Level Business Courses, Grand Valley State University

Registration

- Licensed Professional Engineer – Arkansas, Florida, Georgia, Indiana, Kansas, Maryland, Michigan, Missouri, Mississippi, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming

Bio

Bill Black has more than 28 years of experience in structural engineering, geotechnical engineering and construction. He has a strong reputation within the firm for solving challenging technical problems. Bill also provides project management for selected projects. His experience with different types of clients and projects includes buildings, bridges, dams and hydroelectric projects, ports and waterfront structures, aviation facilities, healthcare, mining and mineral processing, manufacturing and distribution, water and wastewater.

PROJECT EXPERIENCE

South County A Water Treatment Plant Waste Activated Sludge (WAS) Storage Tank, Hillsborough County Public Utilities Department, Tampa, Florida

Structural Engineer. The WAS tank allows County operations to store biosolids prior to daily eight-hour dewatering processing shifts, followed by removal of the dewatered biosolids from site. Mead & Hunt developed analyses of alternate foundation methods and determined the use of a foundation system consisting of a concrete spread footer to support the proposed WAS tank while prohibiting excessive settlement over time. Mead & Hunt mechanical and structural personnel assisted during the construction of the WAS tank.

South County AWTP WAS Tank Foundation Design, Hillsborough County, Ruskin, Florida

Structural Engineer. During the construction of the Phase 3 and 4 upgrades at the South County AWTP, Bill provided a re-design of the foundation for a 650,000-gallon WAS tank that eliminated the need for piles and provided significant construction cost savings to Hillsborough County.

Keff Kurella

PE

ELECTRICAL/I&C LEAD

Education

- BS,Chemical Engineering, University of Florida

Registration

- Licensed Professional Engineer – Florida
- Construction Document Technologist (CDT)

Bio

Keff Kurella is a registered professional electrical engineer experienced in the design, specification and construction of electrical, instrumentation and controls systems. His responsibilities include project management, front-end engineering, detailed design, cost estimation, preparation of construction documents and construction administration. His design experience includes power distribution (low and medium voltage), power generation, lighting, control systems SCADA, programmable logic controllers (PLC) and distributed control systems (DCS), hazardous area classification, fire alarm, lightning protection, grounding, communications and instrumentation.

PROJECT EXPERIENCE

WRF FY 18/19 Upgrades and Improvements City of Cocoa Beach, Florida

EOR. Keff was responsible for the electrical, instrumentation and controls design and document production for an overall upgrade to an existing wastewater treatment facility. This included field investigation of existing electrical and controls, coordination with other engineering disciplines and design of new main switchgear, transfer switches, step screens, traveling bridge filters and SCADA system software improvements.

South County WWTP, Hillsborough County Public Utilities, Valrico, Florida

Electrical Engineer. Keff was on a team responsible for the detailed design and construction administration services WWTP expansion from 4.5 -10 MGD. This project was completed while Keff was employed with another firm.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Noah Adamoski

PE

CONTRACT ADMINSTRATION

Education

- Norwich Free Academy, Connecticut

Registration

- ACI Concrete Field Technician Level 1
- FDEP Stormwater, Erosion and Sedimentation Control
- FDOT Asphalt Paving Level 1 and 2
- FDOT Drilled Shaft Inspection
- FDOT Earthwork Construction Inspection Level 1and 2
- FDOT Final Estimates Level 1
- FDOT Intermediate Maintenance of Traffic
- FDOT MSE Wall Installation Inspection
- FSAWWA Water Distribution Level 3
- IMSA Traffic Signal Inspector Level 1
- IMSA Traffic Signal Technician Level 1

Bio

Noah Adamoski is an experienced construction manager who has worked throughout Florida including Flagler, Brevard, Volusia and Lake Counties. As a construction services manager, he manages a staff of project representatives and provides oversight for all offices on on-going CEI projects. His responsibilities include planning and coordinating field operations; procurement structures, pipe and supplies so materials are readily available for planned work events; performing daily verification and reporting on quantities of work installed; and anticipating potential conflicts with as-built drawings of existing utilities, storm pipe and design plans to minimize delays to work schedule. He is a problem solver and adept and resolving field conflicts and minimizing change order requests.

PROJECT EXPERIENCE

Airport Road/Williamson Boulevard Widening Utility Relocation, City of Port Orange, Florida

Senior Inspector. This project replaced existing force main, water main, water and reclaimed water facilities along a 3.2-mile Volusia County road improvement project.

John Mischle

PE

PROJECT MANAGER/ PERMITTING LEAD

Registration

- American Concrete Institute, Level 1
- Troxler Nuclear Density Safety Course
- ICC Residential 1 & 2 Family Dwelling Inspector #5210347-B1, Mechanical Inspector #5210347-M1, Plumbing Inspector #5210347-P1, Electrical Inspector #5210347-E1
- ICC Commercial Building Inspector #5210347-B2, Mechanical Inspector #5210347-M2, Plumbing Inspector #5210347-P2, Electrical Inspector #5210347-E2
- Inc. RL St. Lic. Res Bldg Insp. (In-active status)
- OSHA – Trench Safety, Confined Space and Competent Person
- FDEP Stormwater Management #6990
- American Red Cross CPR/1st Aid
- Sunshine Safety Council – Work Zone Traffic

Bio

John Mischle has over 30 years of experience providing construction inspection oversight, including supervising field and laboratory operations while implementing quality control measures. John provides the necessary support to keep projects on-track while limiting time-consuming and costly interruptions. He been responsible for obtaining permits for numerous projects and municipal clients throughout Central Florida for the past 16 years. His permitting responsibilities also involved preparation of Final Certifications. He has a vast amount of experience with ROW and environmental resource permitting, including procurement and management of requisite subconsultants.

PROJECT EXPERIENCE

Utility Conversion, US 1 Utility Undergrounding, City of Holly Hill, Florida

Production Manager. Mead & Hunt is providing design, permitting and bidding assistance in addition to construction contract administration and inspections on this 1.7-mile utility conversion project along US 1.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Table III.2 - Project Manager & Key Personnel Information

Name	Role	Location	% Availability	Yrs w/Firm	Example of Relevant Experience
Brad Blais	Project Manager	Port Orange	50	33	Wastewater Treatment Plant (WWTP) Expansion and Improvements, City of Holly Hill
David King	QAQC WWTP & Lift Stations	Port Orange	50	23	Water Treatment Plant (WTP) Upgrades Phase 1, City of Holly Hill
Sam Hamilton	QAQC Forcemain & Water Main	Ormond Beach	40	23	Howland Boulevard Utility Relocations, Deltona Florida
Anant Sriram	WWTP Lead	Tampa	40	1	UV Disinfection Facilities and Filter Effluent Piping Upgrades, City of Moline
Tonya Sonier	Lift Station Lead	Port Orange	40	1	Wesley Center WWTP 3 Million Gallons (MG) Expansion and Improvements, Pasco County
Randy Hudak	Forcemain Lead	Ormond Beach	35	22	New Smyrna Beach Southeast Interchange Offsite Force Main, New Smyrna Beach, Florida
Bobby Ball	Water Main Lead	Ormond Beach	40	24	Beach Street Forcemain, Daytona Beach, Florida
Bill Black	Structural	Middleton	30	13	Deltona Normandy and Providence Stormwater Improvements, City of Deltona
Regina Brinkle	Funding	Port Orange	45	15	South Central Regional Wastewater Treatment Facility Expansion & Improvements, Brevard County
Keff Kurella	Electrical/ I&C	Port Orange	30	4	Hall Road Stormwater Pump Station, Brevard County of Natural Resources, Merrit Island, Florida
John Mischle	Project Coordinator/Permitting/Utility	Port Orange	30	19	Utility Conversion, US 1 Utility Undergrounding, City of Holly Hill
Noah Adamoski	Construction Svcs Manager	Port Orange	35	16	SCRWWTF Expansion and Improvements, Brevard County
Andrew Giannini	Civil/Stormwater Technical Lead	Port Orange	20	20	Stormwater Master Plan Update, City of Holly Hill
Mark Perkins	Odor Control	Port Orange	25	41	Wesley Center WWTP 3 Million Gallons (MG) Expansion and Improvements, Pasco County
Steven Fensterer	Surveying & SUE	Tavares	30	39	3rd St. Water Main Improvements, City of Holly Hill
Todd Bush	Inspection	Ormond Beach	40	4	Beach Street Forcemain, City of Daytona Beach
Jason Hampton	Resident Project Representative	Port Orange	40	22	Utility Conversion, US 1 Utility Undergrounding, City of Holly Hill
Jason Manning	Geotechnical	Cocoa Beach	30	4	US-1 Watermain and Forcemain Improvements, Ormond Beach
Bill Lites	Environmental	Ormond Beach	30	8	Daytona Beach International Airport Master Stormwater Plan

SPECIALTY SUBCONSULTANTS

The project team will be charged with the delivery of an array of services including support services such as survey, geotechnical and environmental engineering. The subconsultant team members outlined below have been selected to support our staff on these assignments. These team members bring proven experience in their respective fields and on projects of similar size and scope.

ZEVCOHEN & ASSOCIATES INC

ZCA was founded in Volusia County in 1977 and provides high quality consulting, engineering, architecture and planning services. For this project, ZCA will provide water main, force main and environmental engineering services. ZCA prides themselves on providing a simple no-nonsense approach in providing cost effective quality technical services while meeting their client's needs and expectations.

Ardaman & Associates, Inc.

Ardaman & Associates, Inc. was founded in 1959 in Orlando, and has focused on providing engineering services to municipalities throughout Florida. For this project, Ardaman will provide geotechnical engineering services. With nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants and support staff Ardaman has the resources to provide any additional support as needed on this project.

SSMC SUE • SURVEY • GIS

Founded in Orlando in 1972, SSMC is an independent, 100% employee-owned geomatics services firm providing professional surveying and mapping, SUE, and geographic information systems (GIS) services serving Florida and the Southeastern United States. With over 200 employees, SSMC has decades of experience providing services to a variety of public entities throughout Florida.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional

PAST EXPERIENCE PROVIDING SIMILAR CONSULTING SERVICES FOR THE SAME TYPE OF PROJECTS

The chart below depicts sub-categories within the utilities and funding disciplines for similar clients we currently serven in East Central Florida. We regularly provide a wide array of design, permitting and CEI services for each type of project found under this contract and are properly staffed and equipped to do so.

The most qualified team will have demonstrated experience providing wastewater treatment, sewage transmission, water distribution and funding for the City of Holly Hill and similar utilities. The design team members assembled for this project have successfully provided these services on multiple City and regional projects for decades and demonstrated their expertise. They are experts in each service category and have experienced, local staff immediately available to provide the requested services, to include:

- Preliminary engineering
- Final engineering design and permitting
- Grant and funding assistance
- Construction administration and inspection

The most qualified team shall have advanced WWTP design experience implementing and commissioning successful projects that meet the critical selection criteria set forth in the RFQ. The team shall have demonstrated strengths for all categories.

The Mead & Hunt/ZCA team offer the following strengths and advantages for the performance of similar projects:

- Utilization of the existing infrastructure to the maximum extent possible
- Energy-efficient technologies
- History of successful operation of the proposed technologies
- Technology reliability and functionality
- Operation and maintenance complexity
- Flexibility of design
- Compatibility with existing treatment processes at the City's existing facilities
- Telemetry and automation systems to match existing facilities
- Staff training and support
- Site planning to meet the existing available land area constraints

	PUBLIC UTILITIES TEAM CLIENT EXPERIENCE														
	BREVARD COUNTY	CAPE CANAVERAL	COCOA	COCOA BEACH	DELAND	DELTONA	EDGEWATER	FLAGLER BEACH	HOLLY HILL	ORMOND BEACH	PONCE INLET	PORT ORANGE	SOUTH DAYTONA	VOLUSIA COUNTY	WINTER GARDEN
Number of Completed Projects	**12**	**10**	**60**	**120**	**225**	**90**	**135**	**105**	**140**	**95**	**52**	**308**	**86**	**127**	**8**
Wastewater collection	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Wastewater treatment	●	●	●	●	●	●	●	●	●	●		●		●	●
Raw water wells and transmission					●	●	●	●	●	●		●		●	
Water storage and distribution					●	●	●	●	●	●	●	●	●	●	
Water treatment			●		●	●	●	●	●	●		●		●	
Reclaimed water storage & distribution	●	●	●	●	●	●	●	●	●	●		●		●	●
Effluent disposal	●	●	●	●	●	●	●	●	●	●		●		●	
State Revolving Fund (SRF) assistance	●			●		●	●	●	●	●	●	●			●
Residuals and biosolids	●			●	●	●	●	●	●	●		●		●	●
Permitting and operations	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

FAMILIARITY WITH THE CITY OF HOLLY HILL'S WASTEWATER TREATMENT PLANT

The Mead & Hunt/ZCA team has completed numerous services including the upgrade and design of the City of Holly Hill's WWTP. We have completed all of the upgrades and work at this plant since 1998, including the operating permit renewals and National Pollutant Discharge System (NPDES) permitting.

Our knowledge provides a fast track understanding of this project, ultimately saving the City time and budget to complete the additional lift station, forcemain, and water main projects associated with the ARPA funding program.

Beyond design standards, we are very familiar with the City's policies and preferences for public involvement, bidding/purchasing and construction management and coordination. Our team is also very familiar with operation of the City's water, wastewater and stormwater systems, having provided service to the City on these systems for the past 26 years.

The 2009 WWTP expansion included replacing most of the existing mechanical equipment and constructing a new 80-foot clarifier and two disk filters. For that project, we added two new three-millimeter influent screens and screening compactors, replaced the existing centrifugal grit separator and classifier, upgraded blowers and diffusers in equalization basin, replaced equalization transfer pumps, and retrofited the 'Orbal' oxidation ditch BTU in order to re-rate basins from 2.4 MGD to three MGD average daily flow (ADF) capacity. We also replaced all returned activated sludge (RAS) and WAS pumps, and installed a 'SmartBNR' automated control system.

In designing the last upgrade, we reserved space for a 3rd BTU (this project). We also designed the RAS and WAS systems to accommodate this addition. In preparation for this project, we have completed the preliminary design, layout, sizing and preliminary calculations for the new 'Orbal' BTU. We have received budgetary pricing from the process manufacturer and specialty pre-stressed composite tank manufacturer. In short, all of the preliminary steps necessary to expedite this project and acheive the City's desired schedule have been starte to maximize efficiency and reduce the potential for delays.

CONCEPTUAL DESIGN & COST ESTIMATE

INFLUENT CHARACTERISTICS		
Average Daily Flow	1.50 MGD	
BOD5	200 mg/L	2,502 lb/day
TSS	200 mg/L	2,502 lb/day
Ammonia (NH3-N)	25 mg/L	313 lb/day
Nitrate (NO3-N)	mg/L	lb/day
TKN	32 mg/L	400 lb/day
Total Phosphorous (TP)	7 mg/L	88 lb/day
TN	32 mg/L	400 lb/day

EFFLUENT REQUIREMENTS		
BOD5	5.0 mg/L	63 lb/day
TSS	5.0 mg/L	63 lb/day
Ammonia (NH3-N)	1.0 mg/L	13 lb/day
Total Phosphorous (TP)	1.0 mg/L	13 lb/day
TN	3.0 mg/L	38 lb/day

EQUIPMENT COSTS FROM EVOQUA	
Total Est. Equipment	$975,000
New Orbal Basin Disc Aeration Equip.	$500,000
New SmartBNR Control Systems	$275,000
Internal Recycle Pumps	$200,000
Estimated Equipment Installation Costs	$975,000
Estimated Concrete Volumes & Costs:	
Walls 543CY @ $1,200/CY	$651,600
Floor 332 CY @ 1,000/CY	$332,000
Structural Concrete	$983,600
Estimated Pipe, Valves & Fittings (installed)	$750,000
Civil, Drainage & Site	$250,000
Electrical & Instrumentation	$500,000
Construction Sub-total	$4,336,000
Contractor OH & Profit @ 20%	$867,720
Contingency @ 10%	$433,600
CONCEPTUAL COST ESTIMATE	**$5,637,320**

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

FUNDING ASSISTANCE PROCESS

1. **IDENTIFY** funding sources
2. **PREPARE** applications and supporting documentation
3. **MONITOR** policy formation for new funding prospects
4. **STAY INFORMED** regarding the process and next steps
5. **MANAGE** the funding compliance accordingly
6. **COMPLETE** a successful audit and closeout phase

FIRM'S EXPERIENCE IN REPORTING OF FEMA/FEDERAL REQUIREMENTS

Mead & Hunt has a team of funding experts that have experience managing FEMA and ARPA projects and performing procurement, accounting, compliance and audit assistance for this and other similar federally funded projects. This team includes front office staff and field compliance specialists who can enforce Davis-Bacon wage rate and American Iron and Steel (AIS) requirements imposed upon the contractor. We have assisted DeLand, Edgewater, Flagler Beach, Oak Hill, Brevard County and Satellite Beach in administering FEMA and ARPA funded projects.

The ARPA program has some similarities to the 2009 American Reinvestment and Recovery Act (ARRA) as well as the SRF program, which is also federally subsidized. We understand and are equipped to assist the City in the procurement and funding process to comply with all ARPA requirements. Our FEMA funding assistance for clients goes back decades. This includes debris management assistance and a variey of related tasks required to maintain compliance with FEMA accounting and reimbursement standarsds.

We also have the ability to assist the City in securing additional funds using the ARPA funds as leverage for 'Cost Share' programs sponsored by SJRWMD and FDEP. This will also assist in securing anticipated from the Build Back Better infrastructure program that will be rolled out in 2022. Our approach is to expedite facility planning documents, design and permitting in order to be 'shovel ready' and be in the best possible position to secure as much additional funding as possible from all of these programs.

We have an entire team dedicated to this pursuit, and are quite successful at doing so. Brad Blais has 30+ years of experience, Regina Brinkle has 15 years of experience – with **a total funded amount of almost $519 million** that shows winning is in our resume. Brad and Regina have extensive knowledge and experience with federal, state and regional funding programs, and the people that manage the programs. Our staff will work tirelessly to secure grants and low interest loans on your behalf.

We provide complete funding and compliance services including the planning, application, reimbursement requests, reporting and other compliance support duties that provide our clients with expedient reimbursement of expended funds and a clean project audit. **Our team of specialists will perform various compliance responsibilities that are extensive and time consuming for federal and state funded projects.** Compliance support includes:

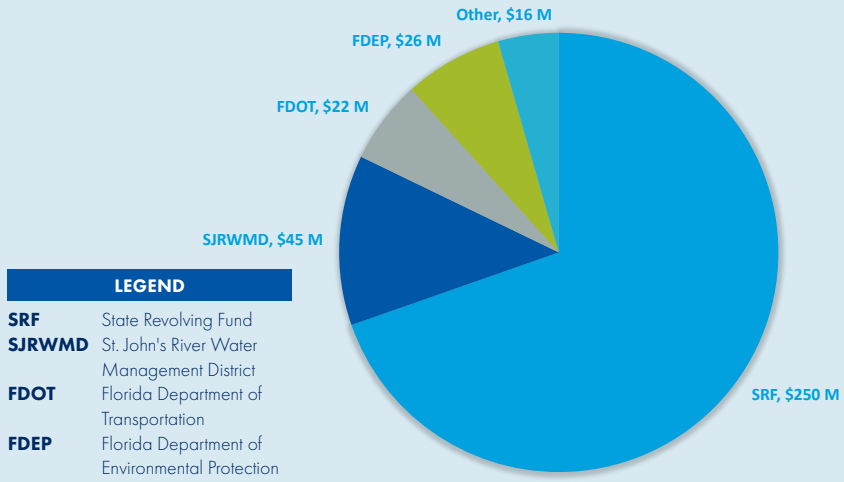
- Davis-Bacon payroll review and verification
- EEO/MBE/WBE utilization verification
- American Iron and Steel material verifications
- E-Verify monitoring
- On-the-job training monitoring

GRANTS AND FUNDING BY THE NUMBERS

$518,970,722

TOTAL FUNDING OBTAINED

- **23** funding sources
- **38 years** funding experience
- **$120 million** in grants
- **$399 million** in loans



Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

CUSTOMER LISTING

IV

CUSTOMER LISTING

Mead & Hunt specializes in service of similar scope and size as described in the RFQ to Florida municipalities like the City of Holly Hill. The following pages highlight some of our Florida municipal customers and relevant project experience, many of whom we have been providing services to for more than three decades. We invite the City to contact these references to inquire about our quality of service and past performance.

Mead & Hunt has served as Cocoa Beach's consulting engineer since 1968. Our staff has served as the EOR for **all of the City's wastewater treatment, collection, transmission and reclaimed water storage, pumping and distribution projects since 1968.** We have continued to serve as the City's continuing utility consultant for the past 53 years. Most recently, we upgraded the WRF under a two phase program, both funded by the SRF and grant funds. Establishment of a TMDL in the Indian River Lagoon (IRL) resulted in the need to dramatically reduce nutrients and surface water discharge events.

The **Phase 1** project was funded by a $22 million SRF loan for construction of the treatment plant and AWT process conversion to a 6 MGD Moving Bed Bioreactor (MBBR) process and construction of a lower Florida aquifer (deep) injection well. The project included new process basins, headcell grit removal systems, turbo blowers, aerated sludge holding, fine screening and plant-wide electrical and I&C upgrades.

Phase 2 was primarily a rehabilitation and replacement (R&R) program to replace equipment not funded under the Phase 1 project. It also included emergency bypass and filter capacity increases in order to enable supplemental water quality and resiliency funded by grants from the SJRWMD, Save Our Indian River Lagoon (SOIRL) and the SRF.

- Influent treatment structure screens replacement
- Biological treatment post-anox tank automatic bypass capability
- Automatic backwash filter structure and filter equipment rehabilitation with structure cover
- Biosolids upgrades to include new sludge conveyor systems and two new rotary drum thickeners
- Replacement of facility switchgear and automatic transfer equipment
- Arc Flash study with recommended safety improvements
- Plant-wide SCADA upgrades to allow monitoring and control of existing and new equipment throughout the WRF

Project Data

- Phase 1 start: 2012
  Phase 1 completion: 2014
- Phase 2 start: 2018
  Phase 2 completion: 2020
- Mead & Hunt fees:
  Phase 1: $1.8 M
  Phase 2: $981,000
- Total construction costs:
  Phase 1: $17.54 million
  Phase 2: $6.10 million

Services Provided

- Comprehensive planning
- Design
- Permitting assistance
- Funding assistance
- Bidding assistance
- Construction engineering and inspection

Key Staff

- Brad Blais, PE – Design Project Manager
- Keff Kurella, PE – Electrical/I&C
- Bill Black, PE – Structural Design

Contact: Brad Kalsow
Water Reclamation Director
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931
321.868.3308
BKalsow@CityofCocoaBeach.com

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

WILEY M. NASH WRF EXPANSION AND IMPROVEMENTS

CITY OF DELAND – DELAND, FLORIDA

Phase I – Wiley M. Nash WRF Expansion and Improvements

The project involved increasing the plant capacity from 4 MGD to 6 MGD, rehabilitation of all mechanical pumps and equipment and addition of mechanical thickening and odor control. The design included a new 2 MGD carrousel structure, RAS/WAS pumping facilities, two new rotary drum thickeners, odor control and replacement of miscellaneous mechanical components. The design allowed for expansion to a design capacity of 8 MGD.

The plant's I&C system was redesigned to incorporate a fiber optic data hiway network with PLCs providing real time data updates to the plant-wide monitoring network. Karst formations in the area and test borings indicated the potential for sinkhole formation and/or soil subsidence. As such, the proposed carrousel structure was designed with an auger cast pile foundation.

Phase II – Wiley M. Nash WRF Reuse Augmentation Facilities

The City of DeLand owns and operates a 6 MGD advanced WRF serving the City and surrounding unincorporated areas. The plant currently treats approximately 3 MGD of influent flow and distributes approximately 3.2 MGD of reclaimed water to its customers. Seasonal peak demands can exceed 5 MGD; therefore, augmentation is necessary. The City has a surface water intake from the SJR approximately seven miles from the WWTP. A 4 MGD pump station at the SJR conveys surface water from the river for subsequent filtration, disinfection and distribution. Due to the seasonal variation in water quality from the river, a coagulation/flocculation basin was constructed to provide for chemical coagulation and mixing.

The project design required an additional 4 MGD of filtration capacity. Mead & Hunt evaluated various filtration options with City staff. It was decided to retrofit the existing traveling bridge sand filters with new AquaDiamond® filters and increase the total plant filtration AADF capacity from 6 MGD to 12 MGD.

This upgrade project included retrofit of two existing and filters with 5 MGD AquaDiamond® filters. It provided an additional 6 MGD capacity at average flow and an additional 12 MGD at peak flow. In this manner, the plant is able to treat 4 MGD of surface water from the SJR and 8 MGD of effluent. The ultimate plant capacity at this site is 8 MGD.

The final construction cost was $2.5 M with 40% of the funds coming from the SJRWMD Cost Share Program. The remaining funds needed for the filter equipment were directly purchased by the owner.

Phase III – Wiley M. Nash Aeration and Instrumentation

The aeration and instrumentation project involved upgrading three 2 MGD carrousel oxidation ditch BNR reactors to include six 75 horsepower (HP), low-speed mechanical surface aerators with surface impellors and a submerged radial pumping impellor, including Excell™ velocity enhancers. The team installed one Oculus™ control system for monitoring dissolved oxygen, and controlling aerator VFDs and carrousels for each process train to reduce energy consumption and further reduce total nitrogen below 5 mg/l.

The project also included replacement of all remote PLCs and an upgrade of the entire plant telemetry system. A $604,000 SJRWMD/FDEP cost share grant was received for this project. The project is in service and exceeding expectations. Effluent TN concentrations are less than 1 mg/l at current design flows.

Phase IV – AWT Expansion and Upgrades

In 2020, Mead & Hunt prepared a Clean Water SRF Facility Plan (Plan) for expansion and upgrade of the City's 6 MGD WWTP. The Plan included a basis of design report (BODR) for expansion of the facility from 6 MGD AADF to 8 MGD, with capacity to expand to 10.5 MGD AADF. The Plan also included process upgrades for AWT capabilities for the proposed average day and peak day flows up to 12 MGD.

In 2021, the City selected our team to provide design, funding and CEI services for the $35 M project. The project is currently under design and scheduled for construction in 2023. This project is currently under design. It includes the following unit processes:

Influent screening and pumping, high efficiency grit removal and flow spitting to the existing and new process trains. The new treatment process will be a 5-stage Bardenpho oxidation ditch. Two new 2.5 MGD oxidation ditches with a total capacity of 5.0 MGD will be constructed with provisions for a third 2.5 MGD ditch. New secondary clarifiers, UV disinfection and sludge handling are all part of the City's new AWT facility.

Project Data

- Start: 2006
- Completion: 2019
- Mead & Hunt fees: $563, 343
- Total cost: $4.07 million

Services Provided

- Comprehensive planning
- Design
- Permitting assistance
- Funding assistance
- Bidding assistance
- Construction contract administration

Key Staff

- Brad Blais, PE – Design Project Manager

Contact: Jim Ailes, PE
Public Utilities Director
City of Deland
386.626.7250
AilesJ@Deland.org

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

WATER RECLAMATION FACILITY

CITY OF PORT ORANGE – PORT ORANGE, FLORIDA

12 MGD Advanced Wastewater Treatment (AWT) Facility

Mead & Hunt designed and supervised construction of the first advanced WWTP in Volusia County. The new facility consisted of:

- Influent screening and grit removal
- Dual train, 4-stage anaerobic/anoxic/oxic/re-aeration (A2O) biological nutrient removal process reactors
- Four secondary clarifiers
- Six deep bed dentrification filters
- Re-aeration
- High level disinfection
- Reclaimed water storage and high service pumping
- Solids handling and dewatering

Sludge Digester and Aeration Upgrades

Additional sludge digesters, blowers and fine bubble diffused aeration systems were added to provide Class B sludge processing capability. The existing surface aerators in the biological process basins were replaced with new centrifugal blowers and fine bubble diffused aeration systems for decreased energy utilization and improved oxygen transfer. A new outfall basin and pumps were added to increase peak river discharge capability in the existing 36 inch outfall main. Project elements included:

- 0.75 MG sludge digester tank
- Sludge blowers and fine bubble aeration for one new and two existing digesters
- Six centrifugal blowers and fine bubble aeration for BNR process

Influent Structure Bypass And Barscreen Replacement (2018-2020)

The original headworks was rehabilitated and 36" DIP bypass piping assembly was constructed to enable the restoration and retrofit. Two new 48" stairscreens were added to replace the original Parkson Aquaguard screens.

FDEP SRF Facility Plan and Process Evaluation (Ongoing)

Mead & Hunt prepared the original design for this facility and for every major project on the site since that time.

Brad and the Mead & Hunt team were engaged to prepare a comprehensive process evaluation and SRF Facility Plan for upgrade of the entire WWTP. The plant has been operating in its current configuration for 30+ years and every unit process needs attention. Most of the mechanical and electrical equipment also needs replacement with modern technology.

The City also desires to achieve AWT nitrogen and phosphorous removal in the BNR process, prior to the denitrification filters. This Plan will identify BNR process modifications to modify the 4-stage A2O process. This planning document is scheduled for completion in the Summer of 2022.

Project Data

- Start: 2021
- Completion: Ongoing
- Initial Construction Cost: $14.0 million
- Digester & Aeration Systems: $4.0 million
- Influent Bypass & Barscreen: $1.15 million
- Facility Plan: $330,000

Services Provided

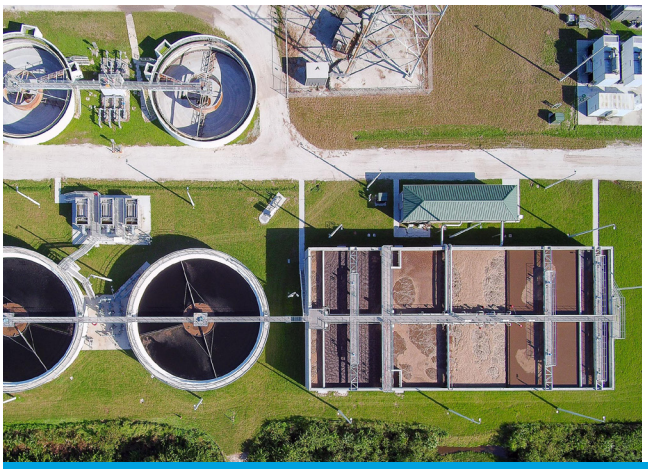
- Comprehensive planning
- Design
- Permitting assistance
- Funding assistance
- Bidding assistance
- Construction contract administration

Key Staff

- Brad Blais, PE – Project Manager
- Keff Kurella, PE – Electrical/ I&C EOR
- John Mischle – Permitting
- Regina Brinkle – Inspection Services
- Anant Sriram, PE – Process Lead

Contact: Steve Parnell,
Deputy Utilities Director
City of Port Orange Public Utilities
1000 City Center Circle
Port Orange, FL 32129
386.506.5750
SParnell@Port-Orange.org

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY EXPANSION

BREVARD COUNTY - VIERA, FLORIDA

Brevard County's South Central advanced nutrient removal treatment facility expansion used an innovative approach to double its capacity from 6 MGD to 12 MGD to accommodate rapid population growth in the region. After evaluating the initial 3 MGD design concept, the team utilized a high-efficiency IFAS process to allow for smaller basins than conventional activated sludge processes, delivering a 6 MGD expansion within the original 3 MGD expansion budget.

The expansion provided numerous upgrades focused on cost savings and ease of operation and maintenance for the lifespan of the facility. These improvements included a pretreatment structure designed to clean wastewater and improve the BNR process, launder covers to eliminate maintenance of weirs, conical mixers to improve efficiency in the anoxic basins, and elevated walkways designed to ease operation and maintenance (O&M) of the new process.

The completed project was recognized with an Engineering Excellence Award by the ACEC of Florida, designed to recognize outstanding contributions to the consulting engineering profession.

In addition to capacity expansion, this project includes numerous upgrades to the existing plant, a new laboratory and a 12,000-square-foot maintenance and administration building. Upon completion, this state-of-the-art facility provides septage management, advanced nutrient removal, reclaimed water distribution upgrades and effluent discharge to a treatment wetland and bird sanctuary.

The project included the following specific unit processes:

- Influent screening and grit removal
- Construction of a new 12 MGD pretreatment structure
- Installation of two new 3-millimeter self-cleaning STEP SCREENs® with compactors
- Installation of two new Head-cell® centrifugal de-grit systems with grit snails
- Installation of two new Rotoshear® one-millimeter fine screens and compactors

Project Data

- Start: 2017
- Completion: 2019
- Mead & Hunt fees: $3.78 million
- Total cost: $38.07 million

Awards

- Engineering Excellence Award – American Council of Engineering Companies (ACEC) of Florida

Services Provided

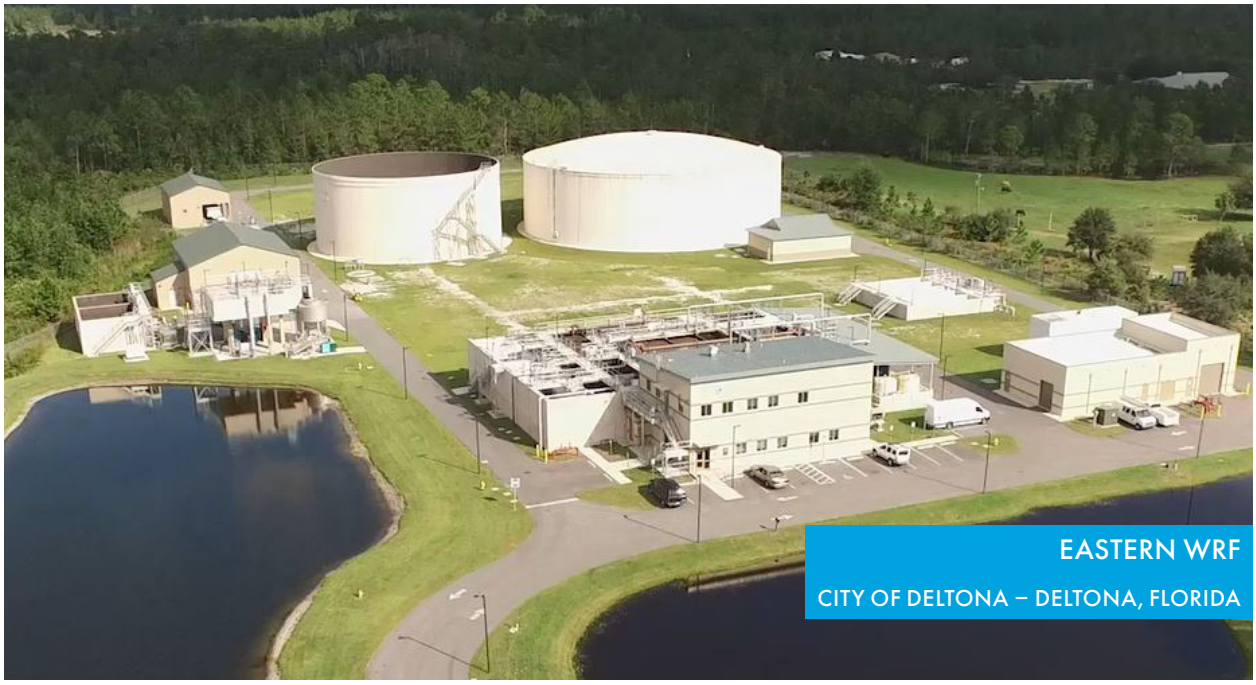
- Design
- Permitting assistance
- Bidding assistance
- Funding assistance
- Construction contract administration
- Field inspection services

Key Staff

- Brad Blais, PE – Design Project Manager
- Noah Adamoski – Construction Services Manager

Contact: Matt Prendergast,
Assistant Director
Brevard County
2725 Judge Fran Jamieson Way
Room A-213
Melbourne, FL 32940
321.633.2089
Matthew.Prendergast@BrevardFL.gov

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



EASTERN WRF

CITY OF DELTONA – DELTONA, FLORIDA

Mead & Hunt was a primary design team member for this project, EOR for the finished effluent facilities, and CEI manager for the entire facility which included the five-million-gallon (mg) pre-stressed concrete reclaimed water storage tank and high service reclaimed pump station. Mead & Hunt provided CEI services for all phases during the 20-month, $24 million contract with a full-time resident project representative and field engineering.

This was a new 'Green Field' facility designed for an ultimate capacity of 4.5 MGD on a 17-acre site. The process includes influent screening, grit removal, biological nutrient removal with **membrane bioreactor** (MBR) tertiary filtration, chlorine disinfection, public access distribution and Class AA biosolids treatment using the Bio Chip Reactor (BCR) process.

The initial construction included one of the three 1.5-mgd treatment trains, one of two five-mg pre-stressed concrete reclaimed water tanks, one of two 2.5-mg pre-stressed concrete reject holding tanks, three of five high service reclaimed water pumps (two 2,100 gpm, 150-HP pumps and one 50-HP jockey pump), and the full Class AA biosolids treatment process.

In addition to on-site improvements at the WWTP, Mead & Hunt designed the effluent transmission main to the Alexander Ave. Water Resource Mgt. site. The 80 acre site includes rapid infiltration basins (RIBS), effluent storage, high service pumping and surface water filtration facilities. The majority of site improvements were designed and supervised by Mead & Hunt and Brad Blais was the PM. This overall water resource management system is a vital component of the West Volusia Water Suppliers (WVWS) Blue Spring MFL recovery strategy also developed and implemented by Mead & Hunt.

Project Data

- Start: 2014
- Completion: 2016
- Total cost: $14.51 million

Key Staff

- Brad Blais, PE – Design Project Manager

Services Provided

- Design
- Engineer-of-Record
- Construction engineering and inspection

Contact: Steve Danskine, PE
Public Works and Utility Director
City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
386.878.8950
SDanskine@DeltonaFL.gov

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

ACCEPTANCE OF CONDITIONS

V

ACCEPTANCE OF CONDITIONS

▸▸ MEAD & HUNT ACCEPTS THE CONDITIONS OF THIS RFQ.

Mead & Hunt accepts the general terms and conditions, including insurance requirements as listed in RFQ. Mead & Hunt has operated under these conditions and has fully complied with such for our current existing continuing contract with the City.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

DOCUMENTS

VI

State of Florida
Department of State

I certify from the records of this office that MEAD AND HUNT, INC. is a Wisconsin corporation authorized to transact business in the State of Florida, qualified on August 30, 2005.

The document number of this corporation is F05000005090.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on March 23, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of March, 2021

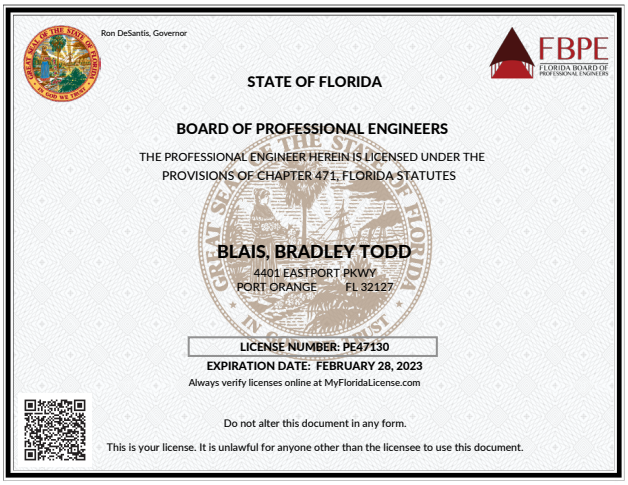
Secretary of State

Tracking Number: 541321113360CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BLAIS, BRADLEY TODD

4401 EASTPORT PKWY
PORT ORANGE FL 32127

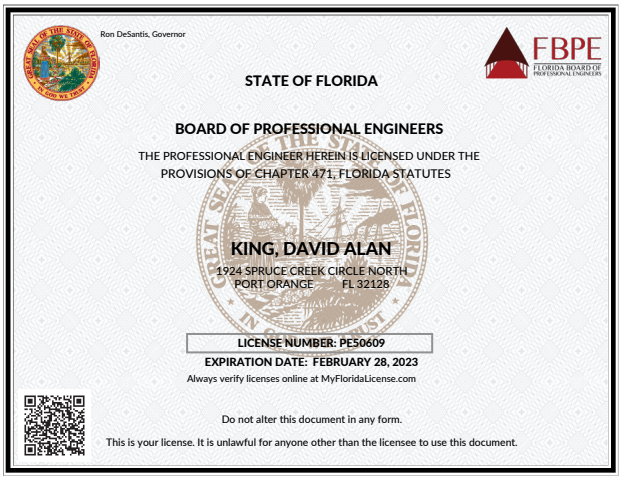
LICENSE NUMBER: PE47130

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KING, DAVID ALAN

1924 SPRUCE CREEK CIRCLE NORTH
PORT ORANGE FL 32128

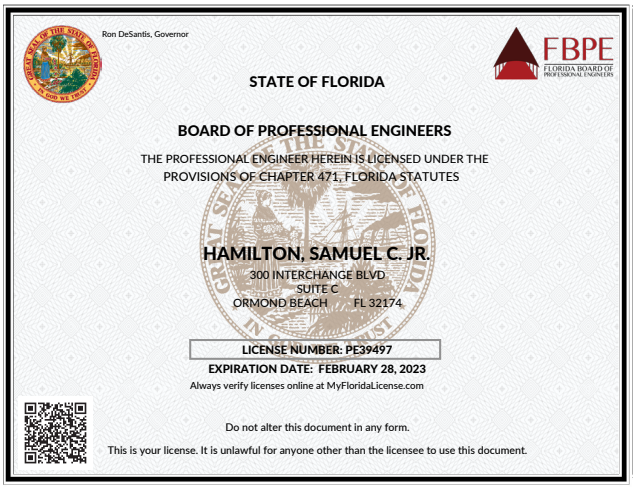
LICENSE NUMBER: PE50609

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HAMILTON, SAMUEL C. JR.

300 INTERCHANGE BLVD.
SUITE C
ORMOND BEACH FL 32174

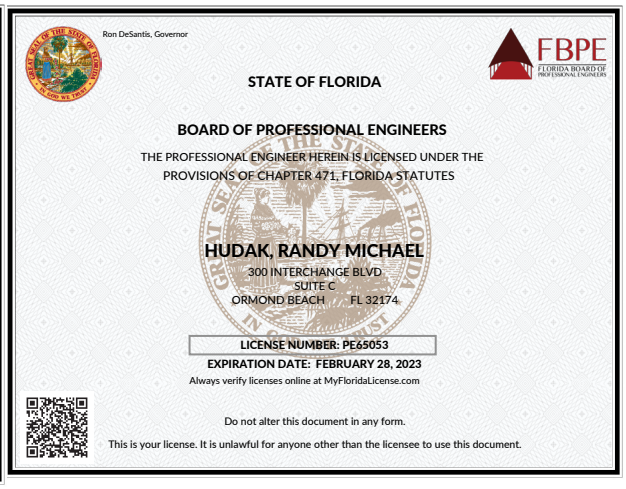
LICENSE NUMBER: PE39497

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HUDAK, RANDY MICHAEL

300 INTERCHANGE BLVD.
SUITE C
ORMOND BEACH FL 32174

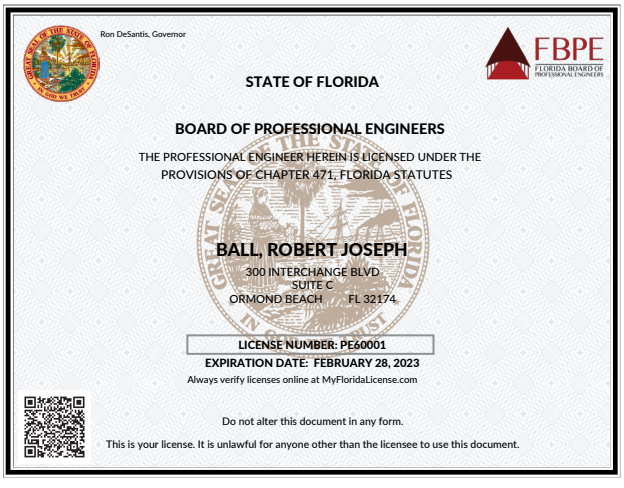
LICENSE NUMBER: PE65053

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BALL, ROBERT JOSEPH

300 INTERCHANGE BLVD.
SUITE C
ORMOND BEACH FL 32174

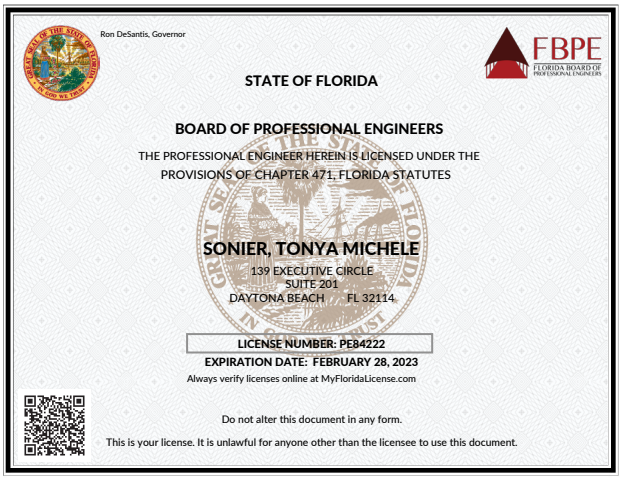
LICENSE NUMBER: PE60001

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SONIER, TONYA MICHELE

139 EXECUTIVE CIRCLE
SUITE 201
DAYTONA BEACH FL 32114

LICENSE NUMBER: PE84222

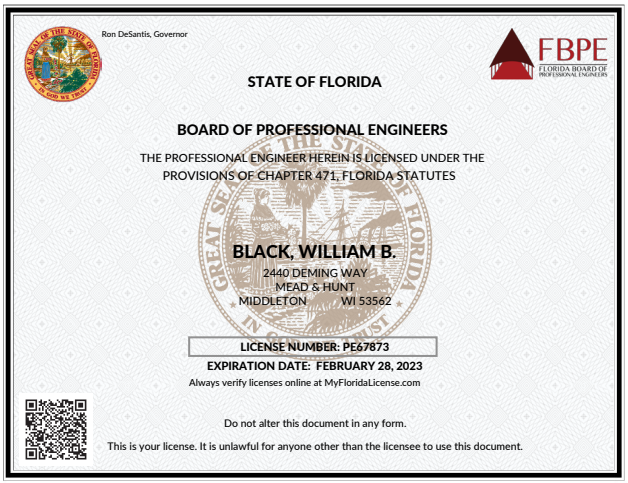
EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BLACK, WILLIAM B.

2440 DEMING WAY
MEAD & HUNT
MIDDLETON WI 53562

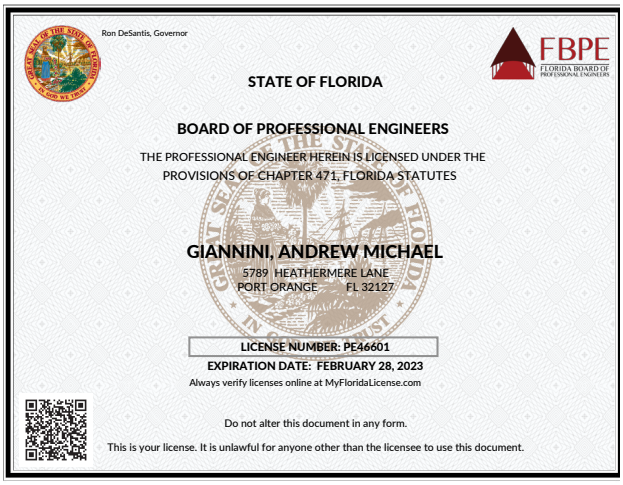
LICENSE NUMBER: PE67873

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GIANNINI, ANDREW MICHAEL

5789 HEATHERMERE LANE
PORT ORANGE FL 32127

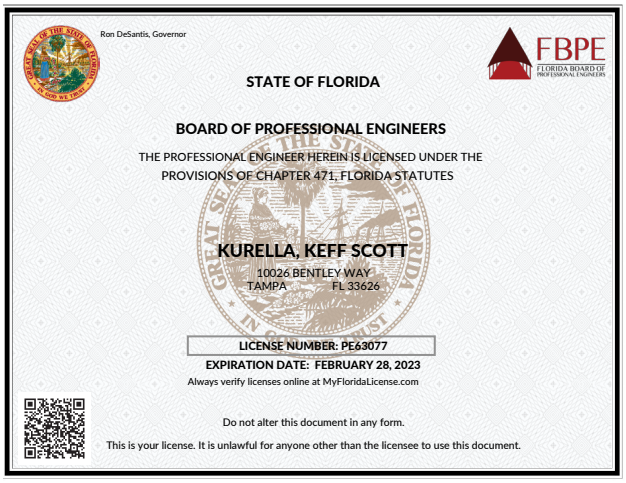
LICENSE NUMBER: PE46601

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KURELLA, KEFF SCOTT

10026 BENTLEY WAY
TAMPA FL 33626

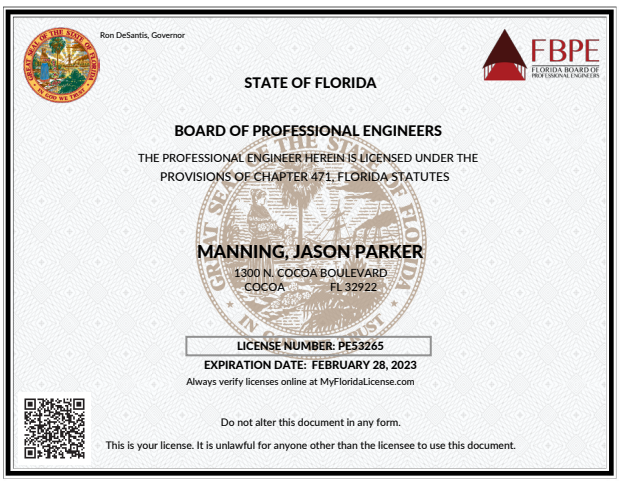
LICENSE NUMBER: PE63077

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

LICENSE NUMBER: PE53265

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ARDAMAN – FLORIDA BUSINESS REGISTRATIONS

Ardaman had a Certificate of Authorization(CA) license to offer engineering services in Florida. However, As of October 1, 2019, CA's are no longer required. Now firms are required to create a firm registration, adding them to the statewide registry. Because Ardaman had a current and active CA license at the time the new system went into effect on 10/1, we were automatically transferred into the new registry system.

REGISTRY NUMBER	DISCIPLINE
RY5950	Engineering Services
RYGB140	Geology Services
RYZA0000029	Asbestos Services

Our CA license number CAXXXXX is now our registry number RYXXXXX. Firm registrations never expire, and there are no longer any physical documents available. There is no license to print as it is no longer a license; just a registration. There is no expiration date showing because it is no longer a license, and it does not expire. Once our firm is on the registry, it stays on there indefinitely until requested to have removed. It does not need to be renewed or maintained.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Authorized Gopher Tortoise Agent

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name:	William Lites	Permit Number:	GTA-12-00018G
Permittee Address:	Zev Cohen and Associates, Inc 300 Interchange Blvd Suite C ORMOND BEACH, FLORIDA 32174 UNITED STATES	Effective Date: Expiration Date:	**May 15, 2020** **May 16, 2022**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: Bill Lites Date: 5/15/2020

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger Date: 05/15/2020
Species Conservation Planning Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised January 2017) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.

2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **05/15/2020 application**, the assurances of which are herein incorporated by reference.

3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.

4 Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.

5 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.

6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 4:18:01 PM 2/7/2022

Licensee Information

Name:	ZEV COHEN & ASSOCIATES, INC (Primary Name)
Main Address:	300 INTERCHANGE BLVD SUITE C ORMOND BEACH Florida 32174
County:	VOLUSIA

License Information

License Type:	Registry
Rank:	Registry
License Number:	4516
Status:	Current
Licensure Date:	09/29/1986
Expires:	

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

REQUIRED FORM
SUBMITTALS

VII

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract/ agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☒ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 22-WW-02",** Qualification Title "**PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS**" and March 10, 2022 "**@ 10:00 a.m.**".

☒ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Mead & Hunt, Inc.	4401 Eastport Parkway
Company	Address
Authorized Signature	Port Orange, FL 32127
	City, State, Zip Code
Brad Blais, PE, Vice President	386.761.6810
Printed Name & Title	Telephone No.
Brad.Blais@meadhunt.com	608.273.6391
Email	Fax No.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Engineering/CEI Services for ARPA Improvement Projects
Request for Qualification (RFQ) #22-WW-02

THIS AGREEMENT is made and entered into this 10th day of March, 2022, by and between Mead & Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-WW-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one-year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Brad Blais, PE, Vice President (Name, Title)
Mead & Hunt, Inc. (Company)
4401 Eastport Parkway (Address)
Port Orange, FL 32127 (City, State, Zip)
386.761.6810 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFQ #22-WW-02
B. Firm Response to RFQ

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: Mead & Hunt, Inc.
Brad Blais, PE, , Vice President

Dated: _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this ____ day of _____, 2022 under Agenda Item No. _____.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Mead & Hunt, Inc.	4401 Eastport Parkway
Company	Address
Authorized Signature	Port Orange, FL 32127
	City, State, Zip Code
Brad Blais, PE, Vice President	386.761.6810
Printed Name & Title	Telephone No.
Brad.Blais@meadhunt.com	608.273.6391
Email	Fax No.

State of Florida)
City of Tampa)

SUBSCRIBED AND SWORN to before me this 7th day of March, 2022, by Brad Blais, PE, Vice President, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

My Commission Expires: 11-18-25

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
See attached		$
		$
		$
		$
Total		**$**

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:
None

OTHER INFORMATION ABOUT PROJECTS:
None

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:
See attached

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

MAJOR WORK PRESENTLY UNDER CONTRACT:

% COMPLETE	PROJECT	CONTRACT AMOUNT
39%	FY21 Road Resurfacing Program	$ 58,709.00
54%	Lift Station #5 Rehabilitation	$ 49,671.00
75%	Lift Station #17B Rehabilitation	$ 49,671.00
1%	WWTP Sand Filter Rehabilitation	$ 64,791.00
41%	Mirage SW Pond Improvements	$ 91,726.00
83%	Chlorine Canopy Replacement	$ 16,033.00
2%	3rd St. Water Main Improvements	$ 88,633.00
0%	Lift Station #19 Rehabilitation	$ 52,765.00
0%	Lift Station #20 Rehabilitation	$ 52,165.00
3%	Water Plant Clearwell Pump Replacement	$ 68,069.00
30%	SB64 Compliance Plan	$ 25,000.00

LITIGATION HISTORY

Mead & Hunt, Inc. understands the responsibility for providing a quality service and product within industry standards. As such we take pride in having successfully managed our quality process over the years resulting in a history of the number of legal claims well below that typically seen in the industry. Any legal claims which have occurred within the time frame indicated within the request for services are provided below.

- Horry County, Pave Roads Phase IV (Clark Road). Mead & Hunt was the owner's engineer and designed improvements and provided services for the paving of dirt roads. Tom Poston (a resident on Clark Road) claims water damage to his property as a result of the work. Mead & Hunt, Inc. denies these allegations. Case is pending.
- SCDOT District 5 SC 51 Widening CE&I Project, Florence, SC – This is a wrongful death case involving a number of parties as defendants. A concrete pump truck exploded, killing one person. Mead & Hunt, Inc. performed professional engineering services at the highway construction site in Florence County, SC. where the Plaintiff was killed. Mead & Hunt, Inc. was responsible for inspection of the placement of concrete. Plaintiff alleges that Mead & Hunt, Inc. was negligent in performing its professional services in terms of inspecting the concrete. Mead & Hunt denies these allegations. Case was filed in 2020 and is now pending.
- Michigan Catholic Conference, Norway, MI – Mead & Hunt, Inc. was the owner's engineer where a pipe broke during construction. Sewer bypass was connected to smaller line and caused backup into basement of St Mary's church as well as the parish hall and rectory. Case was resolved in mediation for a nominal amount.
- Construction Staking for MNDOT Headquarters Addition – Claim received Nov 18, 2018. Meridian Construction (claimant/plaintiff), alleged survey error resulting in stakes set one foot too high causing construction rework, filed in Polk County MN (Ninth Judicial District Court) on Jan 10 2020, settled out of court in 2020.

Mead & Hunt, Inc. takes responsibility for errors we make on our projects. We have been successful in avoiding litigation by "stepping up" where appropriate and taking responsibility for our actions. As a result, Mead & Hunt Inc.'s history of legal claims in the last five years is very low compared to industry standards.

REFERENCES:

Bank(s) Maintaining Account(s): JPMorgan Chase Bank, N.A.

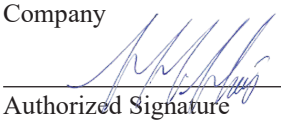
Surety/Underwriter (if required): _____

Other References (use additional sheets if necessary):
See attached bank reference letter

TYPE OF FIRM:

☒ Corporation/Years in Business: 120. If firm is a corporation, please list state in which it is incorporated: Wisconsin. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Mead & Hunt, Inc. Company	4401 Eastport Parkway Address
 Authorized Signature	Port Orange, FL 32127 City, State, Zip Code
Brad Blais, PE, Vice President Printed Name & Title	386.761.6810 Telephone No.
Brad.Blais@meadhunt.com Email	608.273.6391 Fax No.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

CHASE

November 14, 2020

To Whom It May Concern

RE: Mead & Hunt, Inc.

Dear Sir/Madam:

Please be advised that Mead &Hunt, Inc. (the "Company") has been a customer of JPMorgan Chase Bank, N.A. (the "Bank") since 1986. The Company currently maintains a line of credit with the Bank with a commitment of a medium seven figures with average outstandings of a low six figures. The Company also maintains its primary deposit and savings accounts with the Bank, which has averaged a medium seven figures. All accounts have been handled as agreed.

The Bank holds the Company and its management in high regard and views the Company as a highly-valued customer.

If you have any questions, please do not hesitate to contact me at 414-977-6757.

Sincerely:

Jane M. Stava

Jane M. Stava
Authorized Officer

Commercial Banking • WI2-1932, 14900 W Capitol Dr, Brookfield, WI 53005-2600
Phone: 262 317 3164 • eFax: 262 421 4460

JPMorgan Chase Bank, N.A.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFQ NO. 22-WW-02 - "Professional Engineering/CEI Services for ARPA Improvement Projects"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #22-WW-02.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10 day of March, 2022 in the City of Port Orange, in the State of Florida.

Mead & Hunt, Inc.	4401 Eastport Parkway
Company	Address
	Port Orange, FL 32127
Authorized Signature	City, State, Zip Code
Brad Blais, PE, Vice President	386.761.6810
Printed Name & Title	Telephone No.
Brad.Blais@meadhunt.com	608.273.6391
Email	Fax No.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Consultant/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Vendor/Consultant or anyone employed or utilized by the Consultant/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Consultant shall ensure that all subconsultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE – The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFQ** Number and PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS.

= = = =

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, Qualifications, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, Qualification, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **YES**
☐ **NO**

Mead & Hunt, Inc. Company	4401 Eastport Parkway Address
 Authorized Signature	Port Orange, FL 32127 City, State, Zip Code
Brad Blais, PE, Vice President Printed Name & Title	386.761.6810 Telephone No.
Brad.Blais@meadhunt.com Email	608.273.6391 Fax No.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Hillsborough

Brad Blais, PE, being first duly sworn, deposes and says that:

He/she is Vice President of Mead & Hunt, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Qualification price or the Qualification price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Mead & Hunt, Inc.	4401 Eastport Parkway
Company	Address
Authorized Signature	Port Orange, FL 32127
	City, State, Zip Code
Brad Blais, PE, Vice President	386.761.6810
Printed Name & Title	Telephone No.
Brad.Blais@meadhunt.com	608.273.6391
Email	Fax No.

Subscribed and sworn to before me this 7th day of March, 2022.

Title

My Commission Expires: 11-18-25

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

ACKNOWLEDGEMENTS
RFQ #22-WW-02 Professional Engineering/CEI Services for ARPA Improvement Projects

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Mead & Hunt, Inc.
(Professional Consultant)

agrees to provide PROFESSIONAL ENGINEERING/CEI SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/CEI SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related Qualifications for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 10th **day of** March **(Month)**, 2022 **(Year)**

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION ☐

By: _____/ Brad Blais, PE, Vice President
(Signature) **(Print name)**

Address: Mead & Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

Telephone: (386.761.6810 **Fax: (** 608.273.6391

Taxpayer Identification Number (TIN/EIN): 39-0793822

State Under Which Corporation Was Chartered:
Wisconsin

Corporate President: Andy Platz
(Print Name)

Corporate Secretary: Berry Still
(Print Name)

Corporate Treasurer: Amy Squitieri
(Print Name)

CORPORATE SEAL
Mead & Hunt does not maintain a corporate seal.

Attest By: Berry Still
Secretary

Signature: _____ **Date:** March 10, 2022

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Valerie Manning, City Clerk
386-248-9441; vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the Consultant to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Mead & Hunt, Inc.

Authorized representative (printed): Brad Blais, PE, Vice President

Authorized representative (signature):

Project Number: **RFQ #22-WW-02**

Date: March 10, 2022

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, Zev Cohen & Associates, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

Zev Cohen & Associates, Inc.
Company

Authorized Signature

Samuel C. Hamilton, Jr., P.E., SVP
Printed Name & Title

300 Interchange Blvd. Ste. C
Street Address

Ormond Beach, FL 32174
City, State, Zip

2/21/22
Date

City of Holly Hill
Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, Ardaman & Associates, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

Ardaman & Associates, Inc.
Company

Authorized Signature

Jason M. Parker, P.E., Ass. Vice President
Printed Name & Title

8008 S. Orange Avenue
Street Address

Orlando, FL 32809
City, State, Zip

February 22, 2022
Date

City of Holly Hill
Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, **Southeastern Surveying and Mapping Corporation**, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

Southeastern Surveying and Mapping Corporation	City of Holly Hill
Company	Sub-Recipient's Name
Authorized Signature	DEM Contract Number
Brian R. Garvey, PE, GISP | Vice President	
Printed Name & Title	FEMA Project Number
6500 All American Boulevard	
Street Address	
Orlando, Florida 32810	
City, State, Zip	
03-02-2022	
Date	

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of DeLand
   Address: 1101 South Amelia Avenue, DeLand, FL 32724
   Point of Contact: Jim Ailes, Utilities Director
   Phone #: 386.626.7252 Email address: ailes@deland.org
   Service(s) Provided: Professional engineering services (civil and utilities)
   Dates of Service: 1987-present

2. Name of Company: City of Cocoa Beach
   Address: 1600 Minutemen Causeway, Cocoa Beach, FL 32931
   Point of Contact: Brad Kalsow, Water Reclamation Director
   Phone #: 321.868.3308 Email address: bkalsow@cityofcocoabeach.com
   Service(s) Provided: Professional engineering services (civil and utilities)
   Dates of Service: 2006-present

3. Name of Company: City of Port Orange
   Address: 1000 City Center Circle, Port Orange, FL 32129
   Point of Contact: Junos Reed, Engineering and Construction Manager
   Phone #: 386.506.5754 Email address: jureed@port-orange.org
   Service(s) Provided: Professional engineering services (civil and utilities)
   Dates of Service: 1981 - Present

4. Name of Company: City of Ormond Beach
   Address: 22 South Beach Street, Suite 104, Ormond Beach, FL 32174
   Point of Contact: Shawn Finley, Public Works Director
   Phone #: 386.676.3292 Email address: Shawn.Finley@ormondbeach.org
   Service(s) Provided: Professional engineering services (civil and utilities)
   Dates of Service: 1992 - Present

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Brad Blais, PE, Vice President
(Print Individual's Name and Title)
for Mead & Hunt, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 4401 Eastport Parkway, Port Orange, FL 32127

and (if applicable) its Federal Employer Identification Number (FEIN) is 39-0793822

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 7th day of March, 2022.

Personally known _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 11-18-25

Notary Public State of Florida
Letisia Cruz
My Commission
HH 200395
Exp.11/18/2025

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: 39-0793822

Firm Name: Mead & Hunt, Inc.

Mailing Address: 4401 Eastport Parkway, Port Orange, FL 32127

Telephone No.: 386.761.6810 Fax No.: 608.273.6391

Email Address: Brad.Blais@meadhunt.com Web Address: www.meadhunt.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Mead & Hunt, Inc.

Remittance Address: Mead & Hunt, Inc.

Attn: Accounts Receivable

2440 Deming Way, Middleton, WI 53562

Submitted by:

Name & Title Printed: Brad Blais, PE, Vice President

Form **W-9**
(Rev. October 2018)
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.
Mead and Hunt, Inc.

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.
2440 Deming Way

Requester's name and address (optional)

6 City, state, and ZIP code
Middleton, WI 53562

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *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
3 9 - 0 7 9 3 8 2 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ January 4, 2022

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

ADDENDUM NUMBER 1
RFQ 22-WW-02
PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 22-WW-02** for the above request for **PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 Should the references cover subconsultants and the prime consultant (page 16, under Tab IV)?

A1. The references should be for the prime only, subconsultants need to be listed but no references required.

Q2 Given the strict page limitations, is the intention for us to list "all projects" or would the City prefer a shorter list of comparable projects (page 16, Tab IV, first paragraph)?

A2. The consultant is required to list only similar projects, not all of the projects.

Q3 Do you have an estimated budget or state date for the project?

A3. The approximate budget for the design, construction and CEI is 5.5 million dollars. There is no estimated state date at this time.

Q4 In the context of major wastewater treatment plant projects, three years is not a lot of time. Would the City consider extending the time frame of projects? (Page 16, Tab IV, Paragraph 1)

A4. The waste water plant experience has to go in sequence from most recent up to the oldest as long as you use projects that the firm has completed and meets the number of references required by RFQ. The number of years can exceed the limit of three years.

Signature acknowledges receipt and understanding of this addendum.

Brad Blais, PE, Vice President
Name/Title

March 10, 2022
Date

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Cut and use this label for Qualification Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP #22-WW-02

PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS

OPENING DATE/TIME:
March 10, 2022
by 10:00 a.m.

Attachment: Mead and Hunt Professional Engineering CEI Services for ARPA (2022-R-23 : Professional Engineering/CEI Services for ARPA

Request for Qualification

NUMBER
RFQ #22-WW-02

HOLLY HILL
FLORIDA

PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS

Stella Gurnee, Finance Director

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Qualifications to provide Professional Engineering and CEI Services for the ARPA funded construction of a 3rd BTU at the Waste Water Treatment Plant and, if funding is available, the following projects: Relocation of the sewer main from under the LPGA Canal, LS #4 & LS #21 Rehab, Cavanah water main and upgrade of the influent headworks at the Waste Water Treatment Plant for the City of Holly Hill. Qualifications will be received until **March 10, 2022 at 10:00 a.m.,** by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

RFQ# 22-WW-02
"Professional Engineering/CEI Services for ARPA Improvement Projects"

Services to be provided shall include, but not be limited to the following:

Professional Engineering and CEI Services for the ARPA funded construction of a 3rd BTU at the Waste Water Treatment Plant, and other identified projects if funding is available, in the City of Holly Hill in accordance with the terms, conditions, and specifications stated herein.

There is no pre-bid conference.

One (1) original, and one (1) electronic copy on a USB flash drive, of the Qualification should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **RFQ# 22-WW-02 "Professional Engineering/CEI Services for ARPA Improvement Projects".**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance website: www.hollyhillfl.org, and also posted in the Lobby of City Hall.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

TABLE OF CONTENTS

1) Introduction/Overview 5
A) Purpose/Objective 5
B) Background 5
C) Inquiries 5
D) Method of Source Selection 5
E) Pre-Bid Conference 6
F) Projected Timetable 6
2) General Description of Specifications or Scope of Work 6
A) Consultant's Responsibilities/Requirements 7
B) City's Responsibilities 7
3) City's Right to Inspect 7
4) Terms and Conditions of Contract 7
5) General Terms and Conditions 7
A) Licenses 7
B) Principals/Collusion 8
C) Taxes 8
D) Relation of City 8
E) Term Contracts 8
F) Termination 8
G) Liability 8
H) Assignment 9
I) Lobbying 9
J) Single Bid 9
K) Protest Procedures 9
L) Public Entity Crime 9
M) Conflict of Interest 9
N) Prohibition of Gifts to City Employees 10
O) Immigration Reform and Control Act 10
P) Billing Instructions – Awarded Professional Consultants 10
6) Instructions for Bid 10
A) Compliance with the RFQ 10
B) Acknowledgment of Insurance Requirements 11
C) Acknowledgment of Bonding Requirements 11
D) Delivery of Bids 12
E) Evaluation of Bids (Procedure) 12
F) Ambiguity, Conflict, or Other Errors in the RFQ 13
G) Qualification, Presentation and Protest Costs 14
H) Acceptance or Rejection of Qualifications 14
I) Requests for Clarification of Qualifications 14
J) Validity of Qualifications 14
K) Response Format 14
L) Qualification Evaluation Committee and Evaluation Factors 17

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROPOSER CHECK LIST.....19
PROFESSIONAL SERVICES AGREEMENT……..…..20
CONFLICT OF INTEREST AFFIDAVIT 22
PROPOSER QUALIFICATION.....23
DECLARATION STATEMENT.....25
INSURANCE REQUIREMENTS 26
DRUG FREE WORKPLACE……..……...28
NON-COLLUSION AFFIDAVIT…….……29
ACKNOWLEDMENTS…….……30
COMPLIANCE WITH PUBLIC RECORDS ……32
CERTIFICATION REGARDING SUBCONSULTANT TRANSACTIONS……..…..33
REFERENCES.....……..…34
PUBLIC ENTITY CRIMES STATEMENT……..……..35
VENDOR INFORMATION…….……...37
W-9.....……..…38
QUALIFICATION LABEL…….……39
Exhibit A .....……..…40

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Introduction/Overview

A) Purpose/Objective

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Holly Hill Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**") with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **Professional Engineering and CEI Services** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

If awarded, this agreement shall be effective for three (3) years from the date of award with two (2) one-year extension options.

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made based on a ranking system where the selected proposer(s) has the most advantageous qualifications of the evaluation factors that are set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report (CAFR) for fiscal year 2020-2021 and in the City's Annual Budget for fiscal year 2021-2022. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. **All questions must be received no later than March 2, 2022 at 05:00 p.m. local time.**

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Selection

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Qualification without evaluation, such substandard submissions may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

No pre-bid conference will be required for this project.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFQ** process.

Event	**Date**
Issue **RFQ** Notice	February 9, 2022
Last Date for Receipt of Written Questions	March 2, 2022 – 5:00 PM
Addendum Issued (If Applicable)	March 4, 2022 – 5:00PM
Qualification Due Date	March 10, 2022 – 10:00 am
Evaluation Committee	March 17, 2022 – 10:00 am
Notice of Recommendation	March 18, 2022
City Commission Hearing Date	April 12, 2022

2) General Description of Specifications or Scope of Work

The scope of work to be performed under the Contract includes, but is not limited to:

The City of Holly Hill (City) intends to select a firm that can provide Professional Engineering and CEI Services for a 3rd Biological Treatment Unit (BTU) at the Waste Water Treatment Plant and any future projects as identified by the city for ARPA projects. The firm should have the capabilities to provide engineering design, permitting, environmental assessment, CEI management, technical specifications, bidding assistance, CEI inspection services and ARPA required data collection and reporting. The firm may seek additional sub-consultants that provide other required services; however, the Prime firm, will be responsible for the design plans and have an in-house engineer of record licensed in the State of Florida, and all other necessary engineering services for a complete delivery of the project in full conformance with applicable law, regulatory rules, regulations and permitting requirements. It is the intention of the City of Holly Hill to enter into contract, as defined under Florida law, with one (1) company (the "Consultant") for Engineering Services for the duration of project. Additional scope of services can be found in Exhibit "A".

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

A) Consultant's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

B) City's Responsibilities

City responsibilities include:

- The City will work with the Consultant to develop a schedule and ensure access to all locations assigned under future work orders.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Consultant shall be required to return a signed standard City contract/agreement contained within this **RFQ** with your submittal.

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Consultant with their submittal until approved by Commission.

The term of this Agreement shall be for three (3) years from the date of award with two (2) one-year extension options that may be renewed by the City based on the needs to complete the project and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the extension option shall be granted.

5) General Terms and Conditions

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of Use, contact the Community Development department, (386) 248-9442.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent Consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

H) Assignment

The Consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or their designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFQ**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFQ**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFQ** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) 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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the CEI or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFQ** document.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFQ**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or CEI to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval. Local preference is not applicable for Federal or State funded projects.

6) Instructions for Bid

A) Compliance with the RFQ

Bids must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount,

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All RFQ's are to be delivered before 10:00 a.m., local time, on or before March 10, 2022 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as FedEx, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit **one (1) original and one (1) electronic copy in PDF format, on an USB flash drive**.

List the Qualification Number on the outside of the box or envelope and note "Request for Qualification enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Qualifications submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

2. Request for Qualifications (**RFQ**) issued.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

3. Subsequent to the closing of Qualifications, the Finance Department shall review the Qualifications received and verify whether each Qualification appears to be minimally responsive to the requirements of the published **RFQ**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The committee members shall review each Qualification individually and score each Qualification based on the evaluation criteria state herein.

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification by the City or a submission of a Qualification to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting the Qualification or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Finance Director to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this **RFQ**. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFQ**. All copies of the Qualification should be bound and tabbed. The utilization of recycled paper for Qualification submission is strongly encouraged.

The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Title Page:

Title Page shall show the Request for Qualification's subject, title and Qualification number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary (one page, 1):

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Qualification is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity to Perform the Assigned Tasks (three pages, 3):

The Qualification should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis, including the CEI team, and the number and nature of the staff to be so employed on a part-time basis.

3) Tab III – Specialized Expertise of Team Members and Subconsultants (ten pages, 10):

The firm should identify the individuals who will provide the services, including resume and experience in similar work as follows:

Project Team and Previous Experience:

- Provide organizational chart for the project team – including any sub consultants (one page, 1).
- Identify the project manager and each team member who will work on this project. For each individual listed above, answer the following questions (three pages maximum, 3).
    a. What will be the individual's role in the project(s)?
    b. Where is this individual located?
    c. What is the availability of this individual to devote time to the project(s)?
    d. How long has this individual been with the firm/project team?
    e. Give one example of specific experience relevant to this project.
- Provide resumes of key personnel and subconsultants (three pages maximum, 3).
- Provide past experience in providing similar consulting services for the same type of projects (one page, 1).
- Describe the team's familiarity with the City of Holly Hill Waste Water Treatment Plant (one page, 1).
- Identify the firms experience in reporting of FEMA/Federal requirements (one page, 1).

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

4) Tab IV – Customer Listing (five pages, 5):

Provide the consultants experience with City's type of waste water treatment, experience in federal reporting for construction and listings of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the Consultant's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel?
- Would you use this Consultant again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab V, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab VI, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

7) Tab VII, Required Form Submittals

Required forms:

- Standard Contract "Agreement"
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this RFQ, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process, and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Corporate Management Summary	**5**
Corporate Experience and Capacity to Perform the Assigned Tasks	**20**
Corporate Team and Subconsultants	**40**
Location of Primary Office in Florida	**5**
Experience with the City's type of waste water treatment operation along with the required reporting and tracking for Federal projects along with Corporate references	**30**
Total Points	**100**

Formal Oral Presentations/Interviews may be Requested

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.)

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualification.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 22-WW-02",** Qualification Title "**PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS**" and March 10, 2022 "**@ 10:00 a.m.**".

☐ The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Engineering/CEI Services for ARPA Improvement Projects
Request for Qualification (RFQ) #22-WW-02

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between_____ , duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-WW-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one-year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
_____, _____(Name, Title)
_____ (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS
By: _____
_____, _____

Dated:_____

Attachments: A. RFQ #22-WW-02
B. Firm Response to RFQ

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2022 under Agenda Item No. _____.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

_____

Notary Public

My Commission Expires: _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$
		$
Total		**$**

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

_____

_____

_____

OTHER INFORMATION ABOUT PROJECTS:

_____

_____

_____

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

REFERENCES:

Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter (if required): _____

_____

Other References (use additional sheets if necessary):

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFQ NO. 22-WW-02 - "Professional Engineering/CEI Services for ARPA Improvement Projects"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #22-WW-02.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2022 in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Consultant/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Vendor/Consultant or anyone employed or utilized by the Consultant/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Consultant shall ensure that all subconsultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE – The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFQ** Number and PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS.

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, Qualifications, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, Qualification, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Qualification price or the Qualification price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Subscribed and sworn to before me this _____day of_____, 2022.

_____

_____
Title

My Commission Expires: _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

ACKNOWLEDGEMENTS
RFQ #22-WW-02 Professional Engineering/CEI Services for ARPA Improvement Projects

To: **City of Holly Hill**
1065 Ridgewood Ave
Holly Hill, FL 32117

_____
(Professional Consultant)

agrees to provide PROFESSIONAL ENGINEERING/CEI SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the PROFESSIONAL ENGINEERING/CEI SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related Qualifications for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this_____ day of_____, _____
(Month) (Year)

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:
_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Valerie Manning, City Clerk
386-248-9441; vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the Consultant to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFQ #22-WW-02**

Date: _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subconsultant Covered Transactions

(1) The prospective subconsultant, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subconsultant is unable to certify to the above statement, the prospective subconsultant shall attach an explanation to this form.

SUBCONSULTANT

_____
Company

_____
Authorized Signature

_____
Printed Name & Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Holly Hill
Sub-Recipient's Name

_____
DEM Contract Number

_____
FEMA Project Number

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

2. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

3. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

4. Name of Company: _____

   Address: _____

   Point of Contact: _____

   Phone #: _____ Email address: _____

   Service(s) Provided: _____

   _____

   Dates of Service: _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2022.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

Cut and use this label for Qualification Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP #22-WW-02

PROFESSIONAL ENGINEERING/CEI SERVICES FOR ARPA IMPROVEMENT PROJECTS

OPENING DATE/TIME:
March 10, 2022
by 10:00 a.m.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

EXHIBIT 'A'

GENERAL SCOPE OF SERVICES

The purpose of this master engineering services contract is to prepare construction plans to build a 3rd BTU, and if funding is still available, the following projects: Relocation of the sewer main from under the LPGA Canal, LS #4 & #21 rehab, Cavanah water main and upgrade of the influent headworks at the waste water treatment plant. The consultant will provide CEI services during construction of all projects, preparing specifications, bidding documents and to collect and upload all of required reporting on ARPA projects.

The successful consultant will need to complete the following:

1. Evaluate the soil condition and existing subsurface utilities to provide the best location for this proposed BTU.
2. Prepare construction plans that will meet any and all criteria of the current engineering standards for BTU construction and will be interchangeable with the existing BTU's at the waste water plant.
3. Prepare construction cost estimates at 60% plans with an update at 90% plans.
4. Number of plan submittals for review will be at 15% concept proposal, 60%, 90% and Final Construction plans along with bid package/specifications.
5. The consultant will prepare, submit and acquire all needed permits for the project.
6. City will be responsible for paying any permit costs.
7. The consultant will be required to include post design services for Request for Information, Plan Updates and conflict resolution.
8. The consultant will be responsible to ensure all of most recent construction standards for local, state and federal requirements are met.
9. The consultant will be responsible for collection of all pertinent information from contractors to meet all federal projects required reporting and to ensure that the contractor is meeting all federal requirement of ARPA funded projects.

Attachment: 2022 02 08 - Updated 22-WW-02 Arpa Engineering Services (2022-R-23 : Professional Engineering/CEI Services for ARPA

ID	Email	Company
42802	information@anpintl.com	A&P International, Inc.
68974	brittany.hymel@aptim.com	APTIM CORP.
3206	littlesz@bv.com	Black & Veatch Corporation
32066	jcantrellconsulting@gmail.com	Cantrell Consulting Co.
36671	DHagedorn@cpc-eng.com	Carnahan Proctor and Cross, Inc.
73760	lvoit@chacompanies.com	CHA Consulting, Inc.
22991	lbarron@chenmoore.com	Chen Moore and Associates
35093	stephanie.theard@colliersengineering.com	Colliers Engineering & Design, Inc.
46566	plans@thecj.com	Construction Journal LLC
11093	steve.tarte@madridcpwg.com	Cribb Philbeck Weaver Group, Inc.
66037	Daraharsh@gmail.com	Dara Harsh
3334	Lgreene@drmp.com	Dyer, Riddle, Mills & Precourt, Inc.
65873	dbulluck@enercon.com	Enercon Services, Inc.
22224	craigmckenzie@edsengineers.com	Engineered Design Services LLC
47118	nazim@enterprisepals.com	Enterprise Pals, Inc.
10416	contact@envirobidnet.com	Envirobidnet an Entram Corp
11525	bidwatch@centerdigitalgov.com	erepublic
67091	joe@grinerengineers.com	Griner Engineering
62011	amanda.white@halff.com	Halff Associates, Inc.
8378	jforgione@hazenandsawyer.com	Hazen and Sawyer, P.C.
5050	fl@imsinfo.com	IMS
64094	ims_bids@construction.com	IMS
70313	bids@pwxpress.com	Individual
27542	erika.lustik@meadhunt.com	Mead and Hunt, Inc.
44730	marketing@nadicinc.com	NADIC Engineering
29033	sourcemanagement@napc.me	North America Procurement Council, Inc. PBC
33786	info@parkermynchenberg.com	Parker Mynchenberg & Associates, Inc.
14252	proj_dev@policyandresearch.com	Policy and Research, LLC
78925	nicole.beasley@rsandh.com	RS&H, Inc.
27564	jeckstein@zevcohen.com	Zev Cohen & Associates, Inc.

Attachment: Final Copy of plan holders 03-10-2022 (2022-R-23 : Professional Engineering/CEI Services for ARPA Improvements)

First Access	City	State	County	Country	Phone
2/23/2022 13:10	Orlando	FL	Orange	US	407 2991199
2/17/2022 19:42	Baton Rouge	LA	East Baton Rouge	US	225 2295578
2/10/2022 8:51	Tampa	FL	Orange	US	8132077930
2/10/2022 11:56	Boca Raton	FL	Palm Beach	US	561 2470661
2/10/2022 10:21	Orlando	FL	Orange	US	321 2296821
2/14/2022 9:09	Albany	NY	Albany	US	407 9175352
2/10/2022 6:34	Fort Lauderdale	FL	Orange	US	9547300707
2/11/2022 8:39	Miami	FL	Miami-Dade	US	305 5979701
1/5/2022 4:19	Stuart	FL	Martin	US	772 2334927
2/15/2022 6:19	Tampa	FL	Hillsborough	US	813 3612644
2/10/2022 0:18	carlsbad	NM	Eddy	US	888 4472348
2/17/2022 14:01	Orlando	FL	Orange	US	4078960594
1/5/2022 7:44	Temple Terrace	FL	Hillsborough	US	813 3900147
2/11/2022 10:32	Mulberry	FL	Orange	US	8633543026
1/5/2022 5:30	Olathe	KS	Johnson	US	913 5381118
2/14/2022 8:24	Port Charlotte	FL	Charlotte	US	888 8880900
2/14/2022 13:01	folsom	CA	Alameda	US	9169321300
1/5/2022 7:42	St. Petersburg	FL	Pinellas	US	727 8222335
1/5/2022 7:26	Tampa	FL	Hillsborough	US	813 6204500
2/11/2022 17:17	Hollywood	FL	Broward	US	954 9870066
1/5/2022 0:01	San Diego	CA	Alameda	US	8584905018
2/9/2022 17:02	San Diego	CA	San Diego	US	858 4908800
2/10/2022 11:57	jacksonville	FL	Jackson	US	408 6768941
2/11/2022 8:15	Port Orange	FL	Volusia	US	386 7616810
2/15/2022 9:04	Orlando	FL	Orange	US	407 5214771
1/5/2022 5:42	Grand Junction	CO	Mesa	US	302 4501923
2/11/2022 8:48	Holly Hill	FL	Volusia	US	386 6776891
2/12/2022 22:27	New Orleans	LA	Orleans	US	504 8651545
2/10/2022 7:59	Tampa	FL	Hillsborough	US	813 6362617
2/14/2022 11:21	Ormond Beach	FL	Volusia	US	386 6772482

Attachment: Final Copy of plan holders 03-10-2022 (2022-R-23 : Professional Engineering/CEI Services for ARPA Improvements)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **March 22, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Volusia Sports and Storage Center Business Planned Unit Development (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3048**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Volusia Sports and Storage Center; Business Planned Unit Development (BPUD) Major Amendment and Rezone - Consider a major amendment and rezone to the Volusia Sports and Storage Center BPUD located on approximately 2.38 acres, on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road. (Aerial Hydraulics, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

BACKGROUND:

On August 10, 2021, the City Commission adopted Ordinance # 3041, which approved a rezone to Business Planned Unit Development (BPUD) in order to develop an RV and boat storage facility along with a 14,211 square foot sports center. The development was to occur in two phases. The RV parking and boat storage facility, and 7,893 square feet of the sports center in the existing building, along with all related infrastructure and parking, was to occur in phase I, and a 6,318 square foot covered open air recreational area, was to be constructed in phase II. The phasing plan and associated development are shown on the current preliminary development plan attached as Exhibit "A".

The applicant is requesting to amend the approved BPUD as follows:

1. Amend the Preliminary Development Plan by removing the phasing plan.
2. Remove from the Preliminary Development Plan all RV and Boat storage.
3. Remove from the Preliminary Development Plan the 6,318 square foot covered open air recreational area.
4. Change the parking lot layout and reduce the number of parking spaces.
5. Change the location of the dumpster pad and enclosure.
6. The size of the dry retention pond may be reduced since the amount of impervious surface is being reduced.

There is an existing 7,893 square foot building on the property that the applicant proposes to develop as a sports center with related storage.

No changes to the landscaped buffer sizes are proposed. There are relatively minor changes to the landscaping that consist primarily of changes to some tree types. Sod will be placed in the areas that are no longer proposed for RV and boat storage. The enhanced landscaping originally proposed along Nova Road remains in place with the proposed amendment.

No changes in the permitted uses are proposed with this amendment.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and MXZ (VC) Zoning is CC-1 and B-5 (VC)
South: FLU is General Commercial and Zoning is CC-1
East: FLU is Low Density Residential and UMI (VC) and Zoning is R-5 (VC)
West: FLU is General Commercial and MXZ (VC) and Zoning is CC-1 and I-1 (VC)

Site Analysis

Floodplain Impacts:
Based on FIRM Map 12127C0214J, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:
Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:
The site is located in the City of Holly Hill utility service area and is currently on septic and well. However, the site will be required to connect to public utilities.

Transportation/Traffic: Access to the property is from Nova Road.

Drainage: A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:
There is an existing sidewalk along the east side of S Nova Road.

Landscaping and Buffers:
Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

Consistency with the Land Development Code

The proposed PD zoning designation and requested major amendment have been evaluated for

compatibility with the Land Development Regulations of Holly Hill. Staff finds the requested PD Major Amendment to be consistent with the City's Land Development Regulations, and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At its regular meeting on Monday, March 7th, the Board of Planning and Appeals voted unanimously to recommend adoption of the subject ordinance.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development (a Major Amendment) and the associated Development Agreement and Preliminary Development Plan, for approximately 2.38 acres, located on the east side of Nova Road S approximately 375 feet south of Golf Avenue and more specifically known as 1137 S Nova Road.

ATTACHMENTS:

- Proposed / Amended Preliminary Development Plan (PDF)
- Proposed Amended Written Development Agreement (PDF)
- Current Written Development Agreement (PDF)
- Zoning & Location Map (PDF)
- Chapter 114 - Division 13 (PDF)
- Chapter 114-771 - PD Regulations (PDF)
- Exhibit A - Current BPUD Preliminary Development Plan(PDF)

Ordinance No. 2022-3048

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE CENTER BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Aerial Hydraulics, Inc., has proposed a First Major Amendment to the BPUD on property described in Exhibit "A", to replace in its entirety the Preliminary Development Plan, originally approved as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, with the Preliminary Development Plan attached as Exhibit "B" of this Ordinance.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the First Major Amendment To Volusia Sports and Storage BPUD, a true and correct copy attached hereto.

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.

EXHIBIT "A"

Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

Exhibit "B" to Ordinance No. _____

FIRST MAJOR AMENDMENT TO THE

VOLUSIA SPORTS AND STORAGE BUSINESS

PLANNED UNIT DEVELOPMENT (BPUD)

DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT (the "First Amendment") is made this _____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Aerial Hydraulics, Inc., (hereinafter referred to as the "Owner" or "Owner/Developer").

WHEREAS, the "Owner" or "Owner/Developer" and "City" entered into that certain Development Agreement dated August 11th, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, for the development of certain real property as described in Exhibit A, and;

WHEREAS, Owner and City wish to modify the Preliminary Development Plan portion of the Agreement, and;

WHEREAS, Owner and City agree that other than the Preliminary Development Plan, no other portions of the Business Planned Unit Development Agreement are modified and that all terms, conditions and requirements shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Except as specifically modified herein, all terms, conditions and requirements of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, shall remain in full force and effect as first made.

2. The Volusia Sports and Storage Business Planned Unit Development is now known as the Volusia Sports Center Business Planned Unit Development.

3. The Preliminary Development Plan, as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, is replaced and superseded in its entirety by the updated Preliminary Development Plan attached as Exhibit B.

Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

_____ **ATTEST:**

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022__, by _____, and _____, of ___ _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____

Signature of Notary

(NOTARY SEAL) _____

Print or type name

CITY OF HOLLY HILL:

By:

_____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Ave.

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022__, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____

Signature of Notary

(NOTARY SEAL)

_____

Print or type name

Approved as to form and legality for use and

reliance by the City of Holly Hill, Florida

_____

Scott Simpson

City Attorney

EXHIBIT B

Preliminary Plan/Site Plan aka Preliminary Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
L1	LANDSCAPE PLAN

SITE PLAN DRAWINGS FOR

VOLUSIA SPORTS CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 4242-04-21-0133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174

FEBRUARY 2022

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

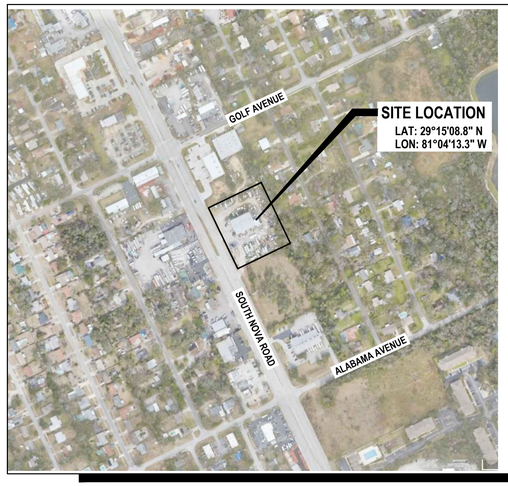
REDEVELOPMENT TO REZONE FROM CC-1 TO BPUD FOR A MULTI-USE SPORTS RECREATIONAL FACILITY.

JURISDICTIONAL AGENCY — PERMIT No.

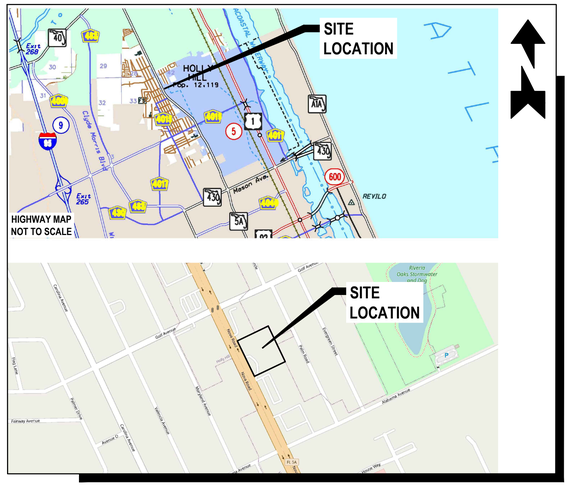
CITY OF HOLLY HILL (SITE PLAN) .

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

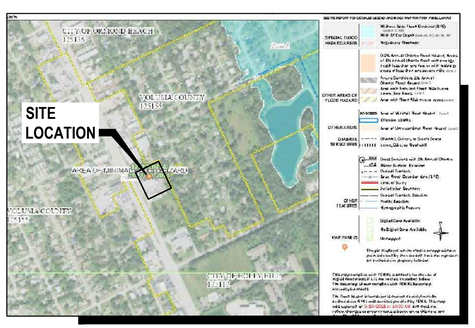
THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.



AERIAL MAP
SCALE: 1" = 350'

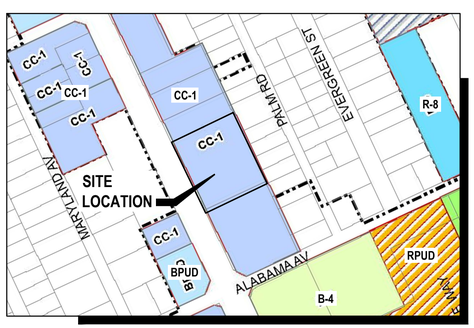


LOCATION MAP
SCALE: 1" = 600'



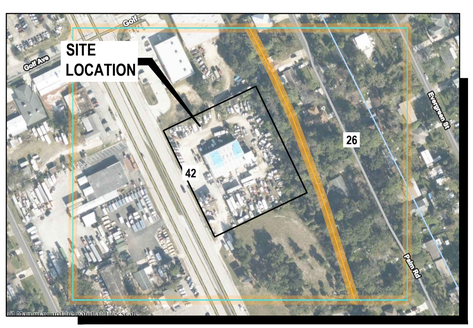
FLOOD ZONE MAP
SCALE: 1" = 500'

FLOOD ZONE "X"
PANEL No. 12127C0214 J
DATED FEBRUARY 19, 2014



ZONING MAP
SCALE: 1" = 300'

ZONING : CC-1
FUTURE LAND USE : COMMERCIAL



SOILS MAP
SCALE: 1" = 200'

SOIL TYPES: (42) PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES

PROJECT TEAM

PROPERTY OWNER/ APPLICANT: AERIAL HYDRAULICS, INC.
1706 RIDGE AVENUE
HOLLY HILL, FL 32117
PHONE: (386) 295-2214
EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING, INC.
555 W GRANADA BOULEVARD, SUITE D7
ORMOND BEACH, FL 32174
PHONE: (386) 672-3633
EMAIL: ALLEN@A1ASURVEYING.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES INC
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA, FL 32119
PHONE: (386) 756-1105
FAX: (386) 760-4067
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

CONTACT NUMBERS

PLANNING DIVISION - CITY OF HOLLY HILL (386) 248-9442
BUILDING SERVICES - CITY OF HOLLY HILL (386) 248-9442
WATER/ WASTEWATER - CITY OF HOLLY HILL PUBLIC WORKS (386) 248-9463
GAS - TECO PEOPLES GAS (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 322-3420
TELEPHONE/CABLE - AT&T (386) 254-8550

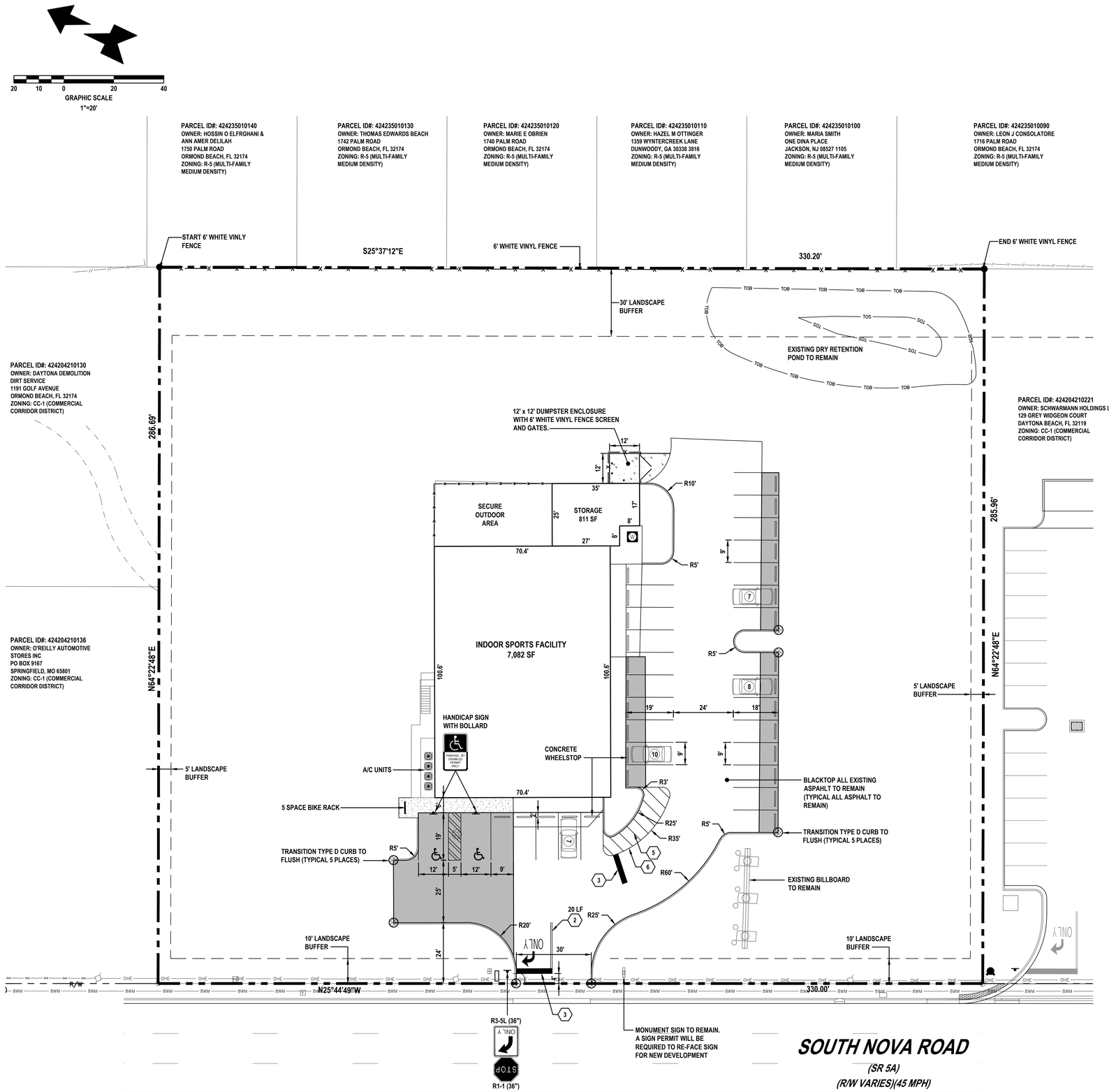
One Nation... One Number... 811 Know what's below. Call before you dig.

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.
HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER
1

PROJECT No. 2021-100

Attachment: Proposed / Amended Preliminary Development Plan (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING REQUIRED / PROVIDED	LANDSCAPE REQUIRED / PROVIDED
FRONT (NOVA ROAD)	15 FT / 140.2 FT	10 FT / 10 FT
REAR (EAST)	35 FT / 35.0 FT	30 FT / 30 FT
SIDE (NORTH)	10 FT / 54.0 FT	5 FT / 5 FT
SIDE (SOUTH)	10 FT / 10.8 FT	5 FT / 5 FT
MAXIMUM BUILDING HEIGHT 35 FT		

2. EXISTING SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDING	7,893	0.181	8.4
PAVEMENT	16,691	0.383	17.7
CONCRETE SIDEWALKS / PATIOS	1,445	0.034	1.4
OPEN SPACE	68,457	1.571	72.5
TOTAL SITE	94,486	2.169	100.00
TOTAL IMPERVIOUS	26,029	0.598	27.5

3. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDING	7,893	0.181	8.4
PAVEMENT	14,235	0.327	15.1
CONCRETE SIDEWALKS / PATIOS	1,953	0.045	2.0
OPEN SPACE	70,405	1.616	74.5
TOTAL SITE	94,486	2.169	100.00
TOTAL IMPERVIOUS	24,081	0.553	25.5
FLOOR AREA RATIO (FAR)	0.08	(1.0 MAX)	

4. PARKING REQUIREMENTS

RECREATIONAL FACILITY - 1 SPACE PER 250 SF
= 7,082 SF / 250 SF = 28 SPACES

STORAGE - 1 SPACE PER 4,000 SF
= 811 SF / 4,000 SF = 1 SPACES

TOTAL PARKING REQUIRED = 29 SPACES

5. PARKING PROVIDED

		%
HANDICAP	2	6.2
STANDARD	30	93.8
TOTAL PARKING PROVIDED	32	100.0

6. BICYCLE PARKING PROVIDED 5

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

VOLUSIA SPORTS CENTER

SITE LAYOUT PLAN

VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

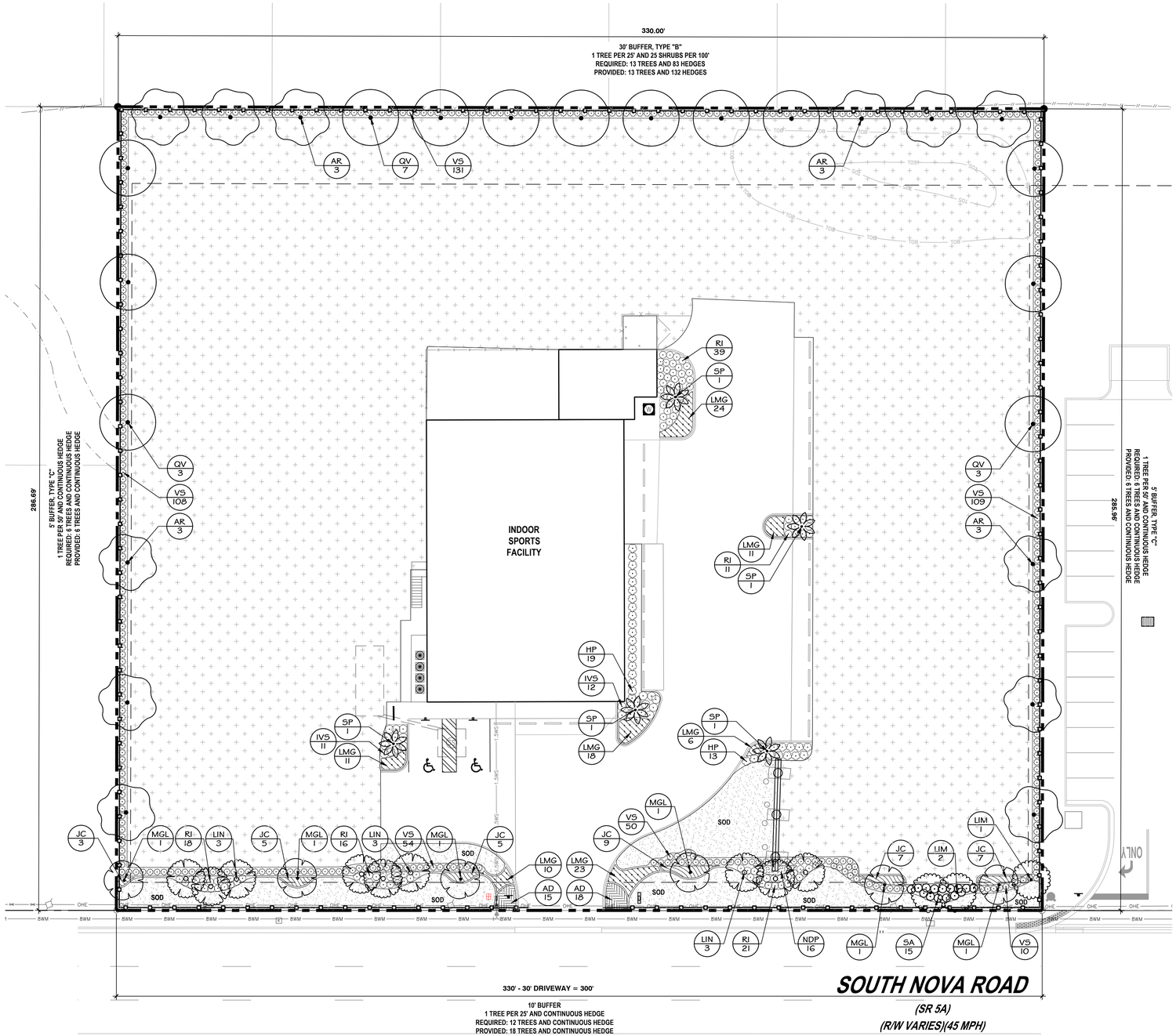
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2021-100
DATE:	JULY 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

2

Attachment: Proposed / Amended Preliminary Development Plan (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



PLANT SCHEDULE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	5	SABAL PALMETTO	CABBAGE PALMETTO	14` - 18` C.T., MIXED	
SHADE TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AR	12	ACER RUBRUM	RED MAPLE	2.5" CAL., 10` HT.	
QV	13	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10` HT.	FULL
UNDERSTORY TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
LIM	3	LAGERSTROEMIA INDICA X FAURIEI `MUSKOGEE`	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10` HT	M.T. LILAC
LIN	9	LAGERSTROEMIA X `NATCHEZ`	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8` HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA `LITTLE GEM`	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8` HT.	
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
HP	32	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
IVS	23	ILEX VOMITORIA `NANA`	DWARF YAUPON HOLLY	3 GAL.	FULL, 36" O.C.
RI	105	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL, 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA `TRINETTE`	TRINETTE VARIEGATED SCHEFFLERA	3 GAL.	36" O.C.
VS	462	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL, 30" HT	30" O.C.
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AD	33	ASPARAGUS DENSIFLORUS `MYERS`	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	36	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	103	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LILYTURF	1 GAL., 12" HT	24" O.C.
NDP	16	NANDINA DOMESTICA `FIREPOWER`	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.

SEED AND MULCH NOTES:

1. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM STANDARDS OF SECTION 570 OR FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND MINIMUM REQUIREMENTS OF THE CITY.
2. SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED BELOW, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE LANDSCAPE INSPECTOR, IF REQUIRED.
3. THE SEE MIXTURE SHALL BE:
   - A. PENSACOLA BAHIA (USE 50% SCARIFIED SEED) 25%
   - B. HULLED BERMUDA 25%
   - C. BROWN TOP MILLET 25%

   NOTE: IN THE FALL AND WINTER MONTHS, ANNUAL RYE GRASS SHALL BE SUBSTITUTUED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET.
4. MULCH SHALL CONSIST OF STRAW OR HAY CONSISTING OF OATS, RYE , OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM WEED AND OTHER UNDERSIRABLE GRASS.
5. APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1 - 1½) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOILD WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN. UNDER PROPER CIRUMSTANCES, CONTRACTOR MAY REQUREST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE CITY.

LEGEND:

ST. AUGUSTINE SOD

SEED AND MULCH, SEE NOTES THIS SHEET

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

20 10 0 20 40
GRAPHIC SCALE
1"=20'

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

VOLUSIA SPORTS & STORAGE CENTER

LANDSCAPE PLAN

VOLUSIA SPORTS & STORAGE CENTER
1137 S NOVA ROAD
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	1" = 20'

DRAWING NUMBER

L1

Attachment: Proposed / Amended Preliminary Development Plan (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

For Recording Purposes Only

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Exhibit "B" to Ordinance No. _____

FIRST MAJOR AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE VOLUSIA SPORTS AND STORAGE BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) DEVELOPMENT AGREEMENT (the "First Amendment") is made this _____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Aerial Hydraulics, Inc., (hereinafter referred to as the "Owner" or "Owner/Developer").

WHEREAS, the "Owner" or "Owner/Developer" and "City" entered into that certain Development Agreement dated August 11th, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, for the development of certain real property as described in Exhibit A, and;

WHEREAS, Owner and City wish to modify the Preliminary Development Plan portion of the Agreement, and;

WHEREAS, Owner and City agree that other than the Preliminary Development Plan, no other portions of the Business Planned Unit Development Agreement are modified and that all

terms, conditions and requirements shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Except as specifically modified herein, all terms, conditions and requirements of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 of the public records of Volusia County, shall remain in full force and effect as first made.

2. The Volusia Sports and Storage Business Planned Unit Development is now known as the Volusia Sports Center Business Planned Unit Development.

3. The Preliminary Development Plan, as part of the Agreement dated August 11, 2021, and recorded in Book 8110 Page 4215 in the public records of Volusia County, is replaced and superseded in its entirety by the updated Preliminary Development Plan attached as Exhibit B.

Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

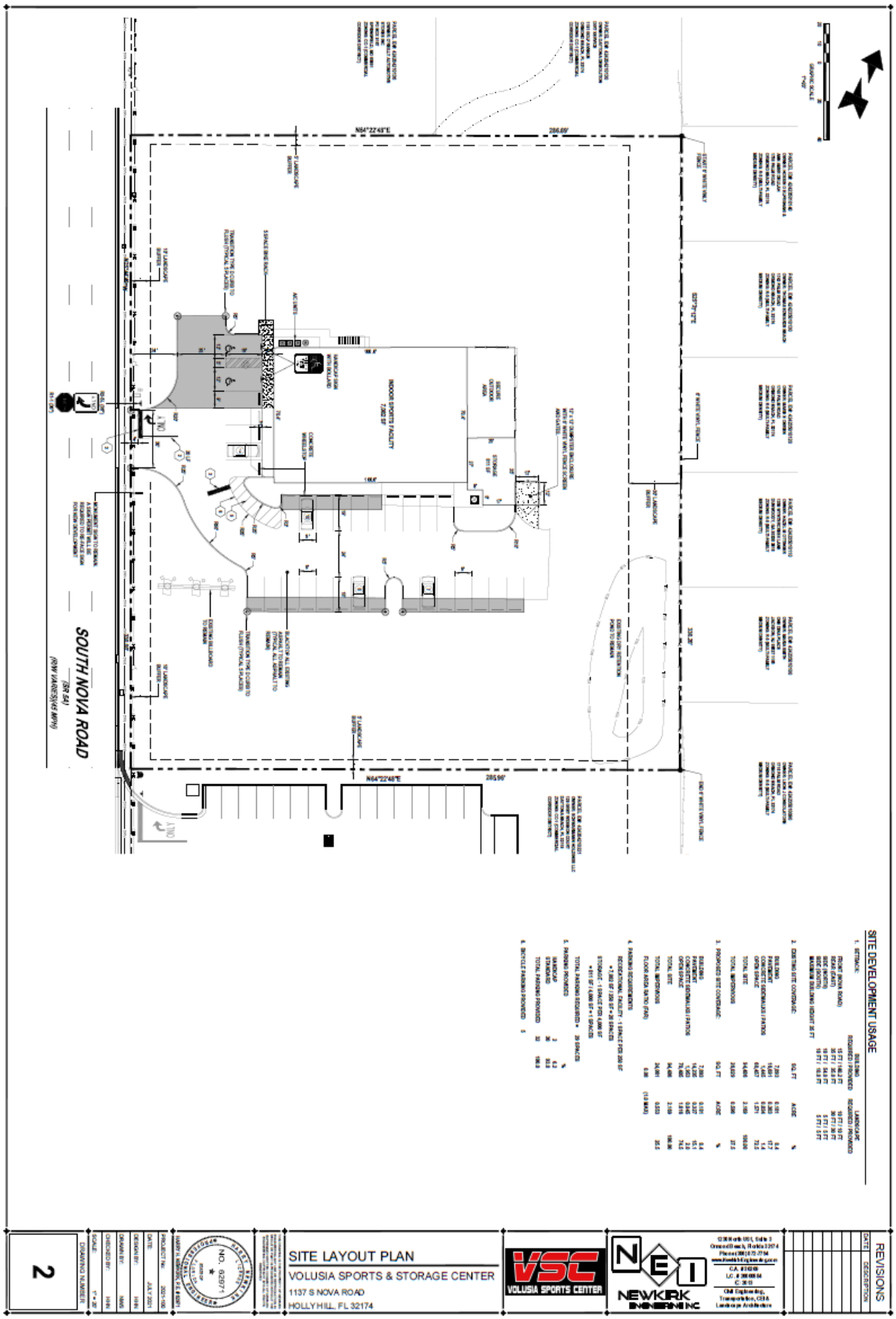
THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

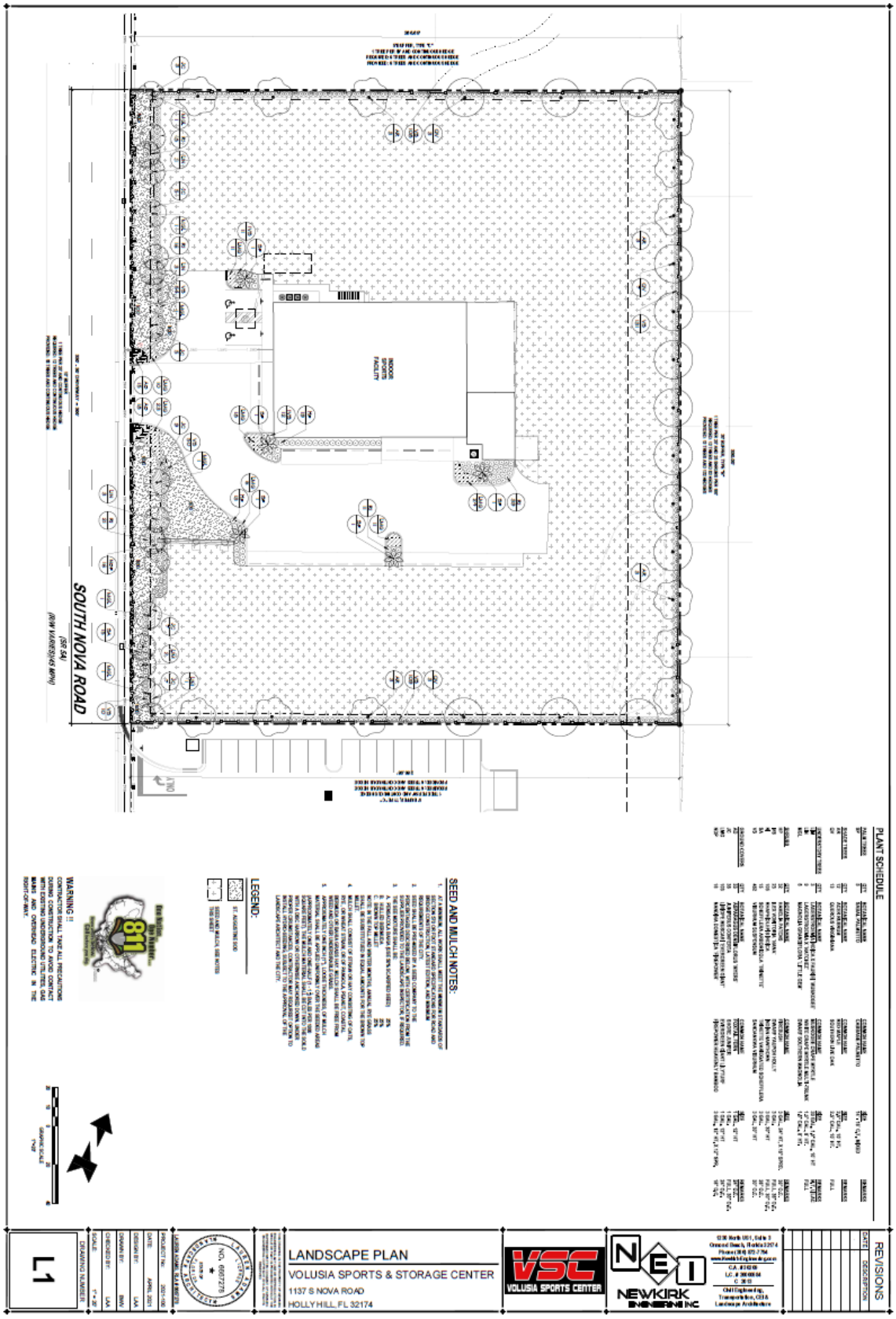
EXHIBIT B

Preliminary Plan aka Preliminary Development Plan

Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



Attachment: Proposed Amended Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

8/30/2021 4:00:44 PM
Instrument# 2021207906 15 pages
Book: 8110 Page: 4215
Electronically Recorded By
Volusia County Clerk of the Court

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

For Recording Purposes Only

Exhibit "B" to Ordinance No. 3041

DEVELOPMENT AGREEMENT for the project known as Volusia Sports and Storage Center Planned Unit Development (PUD) located at 1137 South Nova Road, Holly Hill, FL 32174 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the 11th day of August, 2021, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Aerial Hydraulics, Inc., (hereinafter referred to as the "Owner" or "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property; and

WHEREAS, the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

of other governmental authorities, and the Owner/Developer or Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan and concurrency management system, and this Agreement does not replace, supersede, or grant variances to those regulations; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner/Developer have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. 3041, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the BPUD shall consist of this Agreement as the Written Agreement of the PUD and the Preliminary Plan aka Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owner of the Subject Property is Aerial Hydraulics, Inc.

3. **Proof of Ownership.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, adequate proof to verify marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City, and if applicable, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder,

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail. Development standards are as follows:

A. Must comply with the City's Comprehensive Plan Policies.

B. Permitted principal uses allowable on the Subject Property:

1. Mini-Warehouses
2. Recreational Vehicle and Boat Storage
3. Indoor Private Recreational Activities
4. Outdoor Private Recreational Activities and Facilities
5. Retail sales and services

C. Prohibited principal uses in addition to any use not specifically stated:

1. Used Car Lots
2. Self-service Laundromats
3. Paint and Body Shops
4. Auto, Motorcycle and Marine Repair

D. Proposed maximum intensity (measured in floor area ratio and building coverage):

1. FAR = 1.0
2. Building Coverage = 50%.

E. Impervious surface ratio is not to exceed 75% of the gross square footage for the Subject Property.

F. Maximum lot coverage is 75 %. (Dry retention systems can be counted towards the open space requirement)

G. Minimum landscaping and bufferyard requirements are per the preliminary development plan.

H. Minimum lot size area (in acreage or square footage): 2.169 acres

I. Minimum lot width (in feet): 330 feet

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

J. Minimum yard setbacks:

1. Front yard: 15 feet building & 15 feet covered vehicle storage
2. Side yard: 10 feet building & 5 feet covered vehicle storage
3. Rear yard: 35 feet building & 30 feet covered vehicle storage

K. Maximum building height (in feet): 35 feet

L. Minimum parking standards are per the preliminary development plan.

M. Maximum light spillage at any property line abutting residential property shall not exceed 0.5 foot candles at the property line.

N. Utility provision and dedication: The Owner/Developer shall connect to central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to the agency providing utility services, before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the service provider's specifications.

O. Stormwater and environmental: Per parcel stormwater systems or master stormwater system shall be owned and maintained by the property owner and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local requirements, and shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

P. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed as a result of the proposed development, for site function to maintain or improve the level of service for area roadways, and ensure the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

8. **Site Plan/Plat Approval.** The Master Development Plan consist of this Development Agreement and the Preliminary Plan attached as **Exhibit B**. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria applies.

9. **Indemnification.** The Owner/Developer or Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer or Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer or Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy or plan/plat approvals to the Subject Property, should the Owner/Developer or Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to, improvements such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer or Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer or Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or Developer or their successors and assigns in

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (18) of this Agreement.

12. **Concurrency and Vested Rights.** The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development permit for the Property, the Owner/Developer or Developer must verify the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property.

13. **Environmental and Tree Preservation.** The Owner/Developer or Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna. This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer or Developer shall be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer or Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer or Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer or Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

16. **Amendments.** Amendments to the MPUD written Development Agreement or Preliminary Development Plan or Master Development Plan, shall be subject to the requirements of Section 144-771(g)(4) of the City of Holly Hill Land Development Regulations. Major amendments will require full review and should include relocation of uses on the site, except as permitted by the agreement, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to parcel size, building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator.

17. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

18. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:
Roy Johnson
Aerial Hydraulics, Inc.
1706 Ridge Avenue
Holly Hill, FL 32117

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:
Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's or Developer obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

19. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer or Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

20. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

21. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer or Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

22. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

23. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

24. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

25. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Volusia County, Florida.

26. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

27. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer or Developer shall execute this Agreement within ten (10) business days of City Commission adoption of Ordinance No. 3041; and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

28. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

Signature of Witness # 1

Ricky Lee

Print or type name

By:

Signature

ROY JOHNSON

Print or type name

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Signature of Witness #2

Randy Ast
Print or type name

As: Code Enforcement Officer
Print or type

ATTEST:
Valerie Manning
Signature

Valerie Manning
Print or Type Name

As: City Clerk, CMC

Mailing Address: 1065 Ridgewood Avenue, Holly Hill, FL 32117

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12th day of August, 2021, by Roy Johnson, owner, and Randy Ast, Rickie Lee, of City of Holly Hill, FL, who is/are personally known to me or who has/have produced N/A as identification and who did not (did) take an oath.

Valerie Manning
Signature of Notary

(NOTARY SEAL)

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Valerie Manning
Print or type name

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

CITY OF HOLLY HILL:

By: _____

Date: 8-11-2021

ATTEST:

_____

Date: 8/12/2021

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 12th day of August, 2021, by Joseph Forte, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

_____
Signature of Notary

Valerie Manning
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

EXHIBIT A
Legal Description

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

ORIGINAL

EXHIBIT B

Preliminary Plan aka Preliminary Development Plan

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

BPUD PLANS FOR

VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174
MAY 2021
REVISED JUNE 2021

PROJECT TEAM

PROPERTY OWNER: AERIAL HYDRAULICS, INC.
APPLICANT: 4744 RIDGE AVENUE, HOLLY HILL, FL 32117, PHONE: (386) 265-2214, EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC., 1038 NORTH US HIGHWAY 1, SUITE 2, ORMOND BEACH, FL 32174, PHONE: (386) 872-7746, EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

SURVEYOR: AVA SURVEYING, INC., 539 W GRANADA BOULEVARD, SUITE 07, ORMOND BEACH, FL 32174, PHONE: (386) 673-3535, EMAIL: ALLEN@AVASURVEYING.COM

LEGAL DESCRIPTION

PARCEL 1

THE NORTH 100 FEET OF THE SOUTH 1/3 OF LOT 13 EXCEPT THE WESTERLY PART IN STATE ROAD #15, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH

PARCEL 2

THE SOUTHERLY 1/3 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH

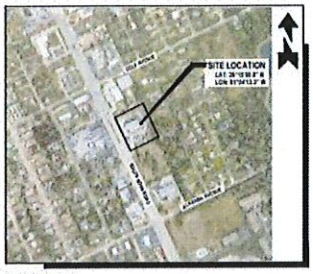
PARCEL 3

THE NORTHERLY 100 FEET OF THE SOUTHERLY 200 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 100 FEET OF THE NORTHERLY 2/3 REST OF THE SOUTH 1/3 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD #15, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REZONE FROM CC-1 TO BPUD FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.38 ACRE COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY	PERMIT No.
CITY OF HOLLY HILL (REZONE)	#2021-04



AERIAL MAP
SCALE: 1" = 330'

LOCATION MAP
SCALE: 1" = 600'

FLOOD ZONE MAP
SCALE: 1" = 500'

ZONING MAP
SCALE: 1" = 300'

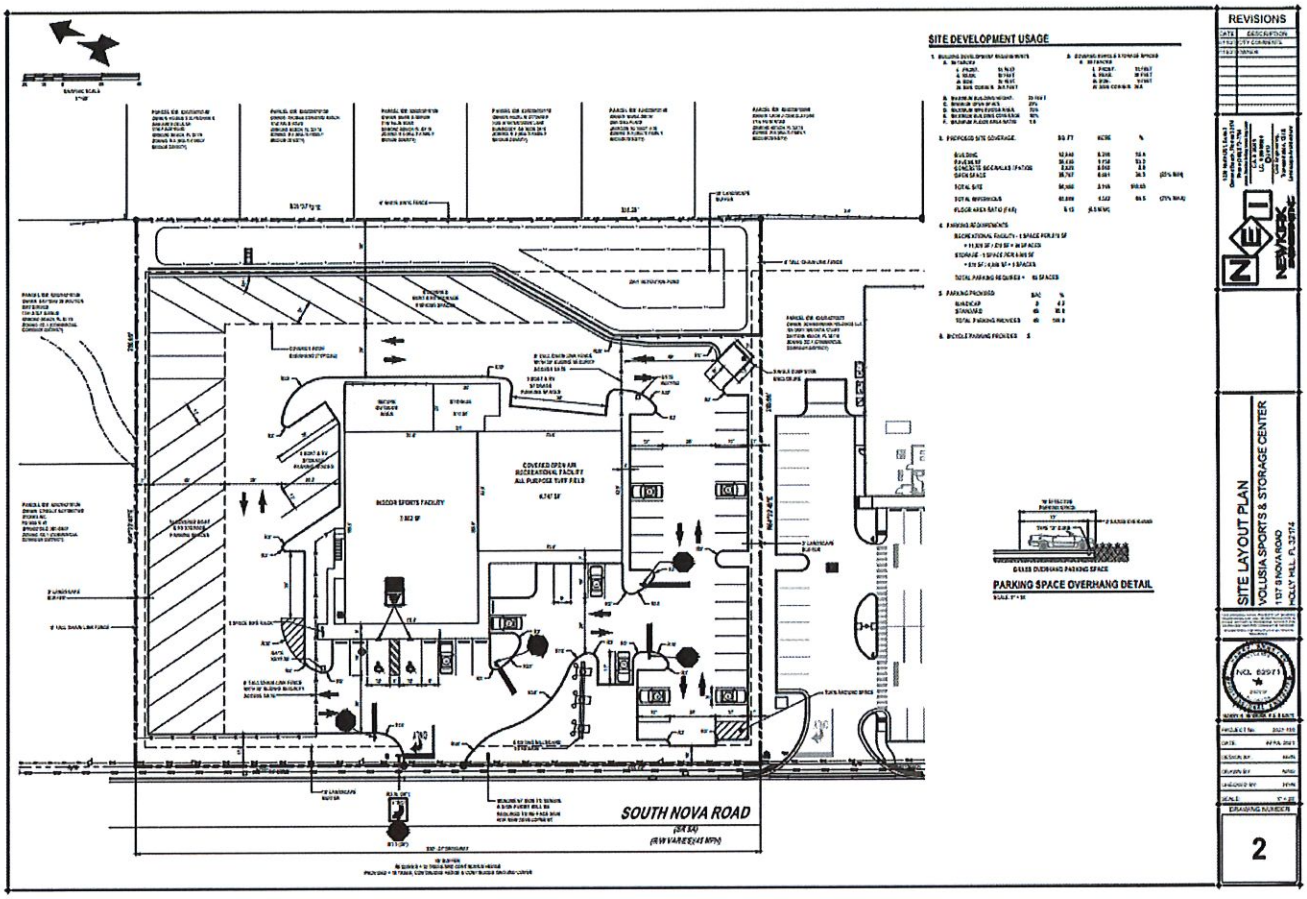
SOILS MAP
SCALE: 1" = 200'

DRAWING NUMBER 1

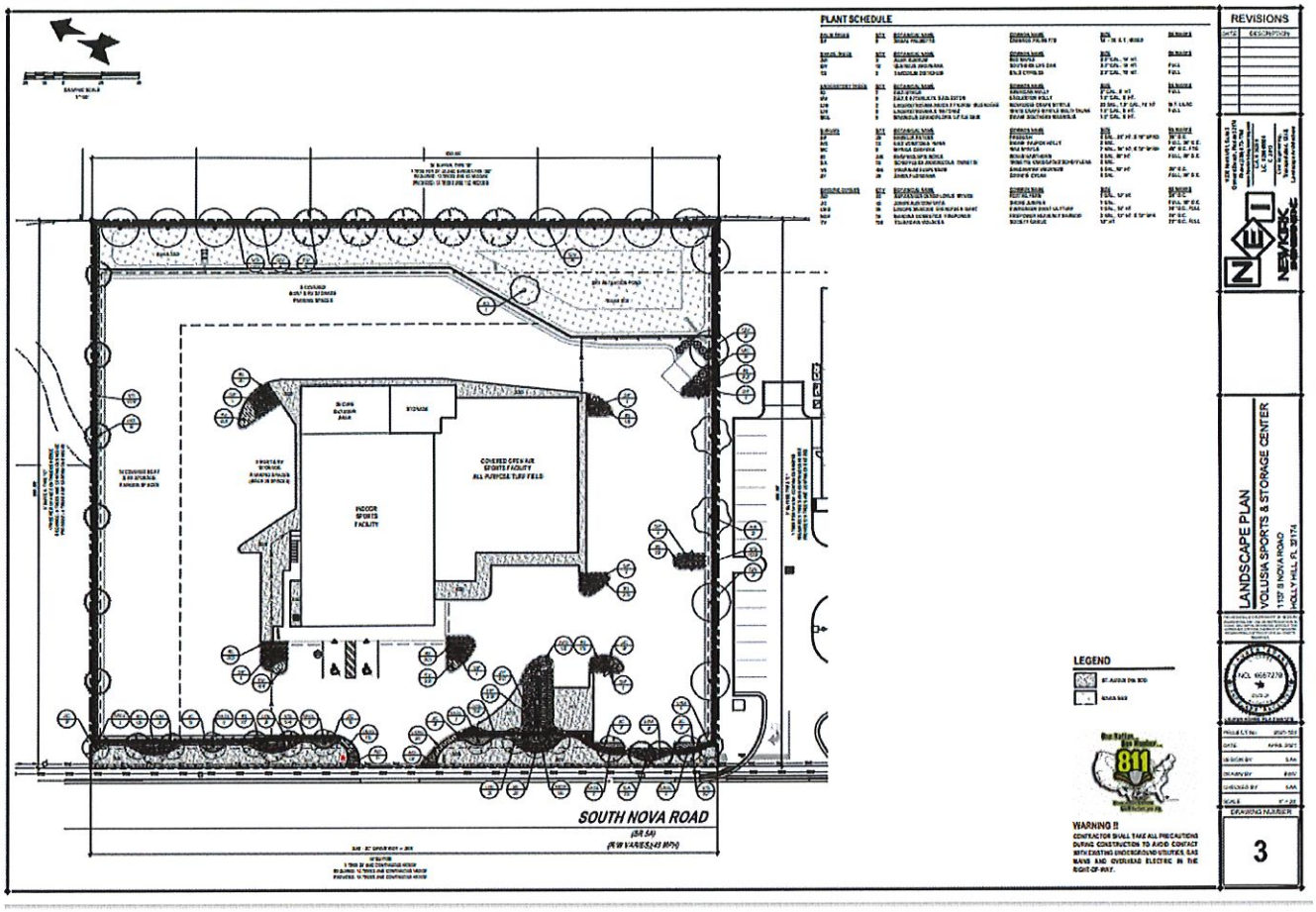
THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK IN-LIEU ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2015 ALL RIGHTS RESERVED

Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



Attachment: Current Written Development Agreement (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Zoning & Location Map

Attachment: Zoning & Location Map (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Attachment: Chapter 114 - Division 13 (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

(1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

(2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.

(6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

(1) *Minimum project size:*

Area:

a. Agriculture PUD: Eight acres.

b. Residential PUD: Two acres.

c. Business and Industrial PUD: No minimum.

d. Mixed Use PUD: One acre.

(2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.

(3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Attachment: Chapter 114 - Division 13 (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

(1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.

(2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Attachment: Chapter 114 - Division 13 (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.

(2) Maintenance guarantees shall be approved by the city commission.

(f) *Procedure for rezoning to PUD.*

(1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.

a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.

b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

Attachment: Chapter 114-771 - PD Regulations (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.

(4) *BPUD, IPUD or MPUD application stage.* An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:

a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:

i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.

ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.

iii. Driveway and access controls, including number and approximate location of driveways.

iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.

v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.

vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.

vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.

viii. General location of signs.

ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.

b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:

i. Evidence of unified ownership and control.

ii. Statement agreeing to:

iii. Proceed with the proposed development according to all regulations;

iv. Provide appropriate performance and maintenance guarantees;

Attachment: Chapter 114-771 - PD Regulations (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.

vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.

vii. Maximum building heights.

viii. Minimum building spacing and floor areas.

ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.

x. Statement regarding ingress/egress controls to the site.

xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.

xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.

xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.

xiv. The proposed language of any covenants, easements or other restrictions.

xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

(1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.

(2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.

(3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.

(4) *Amendments.* Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator after such departmental comment as he deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)

Attachment: Chapter 114-771 - PD Regulations (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	SITE LAYOUT PLAN
3	LANDSCAPE PLAN

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 2:

THE SOUTHERLY 110 OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, EXCEPT THAT PORTION, THEREOF, IN NOVA ROAD, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; TOGETHER WITH

PARCEL 3:

THE NORTHERLY 120 FEET OF THE SOUTHERLY 230 FEET OF LOT 13, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING, THEREFROM, THAT PORTION, THEREOF, IN NOVA ROAD. ALSO DESCRIBED AS THE SOUTHERLY 120 FEET OF THE NORTHERLY 220 FEET OF THE SOUTH 1/2 OF LOT 13, EXCEPT THE WESTERLY PART IN STATE ROAD 415, BLOCK 21, OF MARY C. FLEMING'S SUBDIVISION OF THE THOMAS FITCH GRANT, AS PER MAP RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROJECT STATEMENT

PROPOSE TO REZONE FROM CC-1 TO BPUD. FOR A A MIXED USE DEVELOPMENT CONSISTING OF MULTI-USE SPORTS RECREATIONAL BUILDING AND RECREATIONAL VEHICLE AND BOAT STORAGE WITHIN A 2.17 ACRE COMMERCIAL PROPERTY.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF HOLLY HILL (REZONE) — RZ2021-04

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

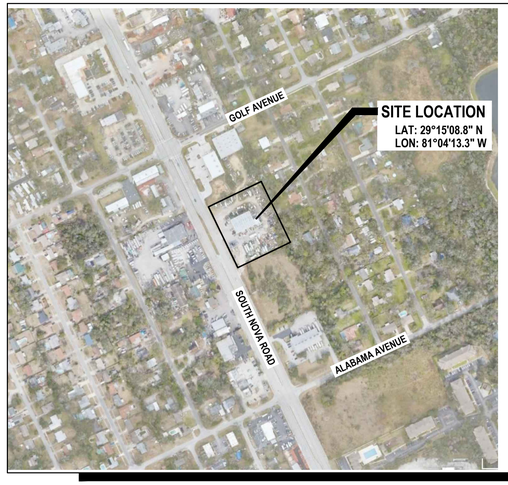
THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

BPUD PLANS FOR

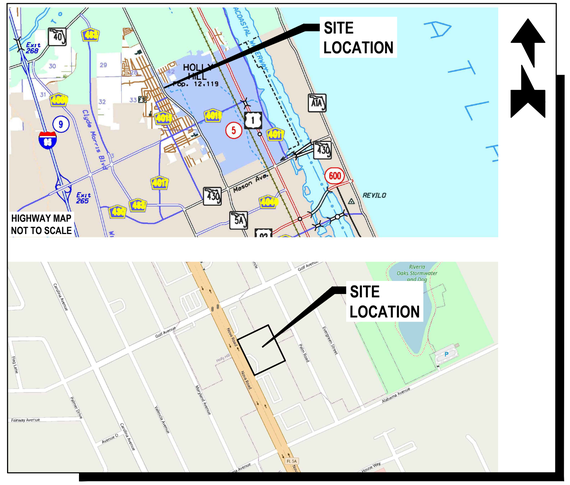
VOLUSIA SPORTS & STORAGE CENTER

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
TAX PARCEL ID # 424204210133
1137 SOUTH NOVA ROAD
HOLLY HILL, FL 32174

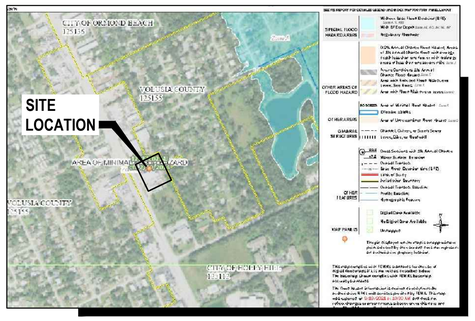
MAY 2021
REVISED JULY 2021



AERIAL MAP
SCALE: 1" = 350'

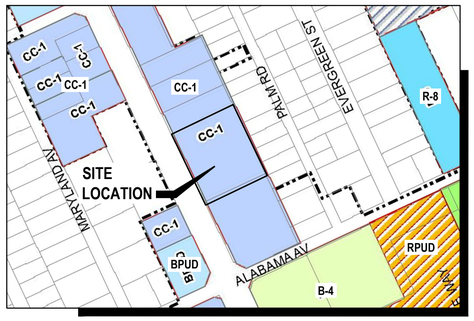


LOCATION MAP
SCALE: 1" = 600'

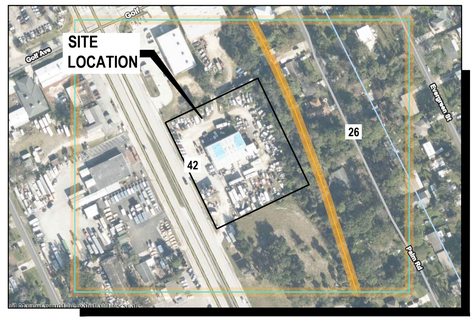


FLOOD ZONE MAP
SCALE: 1" = 500'

FLOOD ZONE "X"
PANEL No. 12127C0214 J
DATED FEBRUARY 19, 2014



ZONING MAP
ZONING : CC-1 (COMMERCIAL CORRIDOR DISTRICT)
SCALE: 1" = 300'



SOILS MAP
SOIL TYPES: (42) PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES
SCALE: 1" = 200'

PROJECT TEAM

PROPERTY OWNER/ APPLICANT: AERIAL HYDRAULICS, INC.
1706 RIDGE AVENUE
HOLLY HILL, FL 32117
PHONE: (386) 295-2214
EMAIL: ROY@AERIALHYDRAULICS.COM

CIVIL ENGINEER / PROJECT MANAGER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING, INC.
555 W GRANADA BOULEVARD, SUITE D7
ORMOND BEACH, FL 32174
PHONE: (386) 672-3633
EMAIL: ALLEN@A1ASURVEYING.COM

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

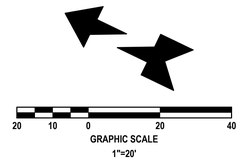
NEWKIRK ENGINEERING INC.

HARRY NEWKIRK LICENSE No. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
Harry Newkirk
HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER
1

PROJECT No. 2021-100

Attachment: Exhibit A - Current BPUD Preliminary Development Plan (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)



PARCEL ID#: 424235010140
OWNER: HOSSIN O ELFRGHANI & ANN AMER DELILAH
1750 PALM ROAD
ORMOND BEACH, FL 32174
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424235010130
OWNER: THOMAS EDWARDS BEACH
1742 PALM ROAD
ORMOND BEACH, FL 32174
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424235010120
OWNER: MARIE E OBRIEN
1740 PALM ROAD
ORMOND BEACH, FL 32174
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424235010110
OWNER: HAZEL M OTTINGER
1359 WYNTERCREEK LANE
DUNWOODY, GA 30338 3816
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424235010100
OWNER: MARIA SMITH
ONE DINA PLACE
JACKSON, NJ 08527 1105
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424235010090
OWNER: LEON J CONSOLATORE
1716 PALM ROAD
ORMOND BEACH, FL 32174
ZONING: R-5 (MULTI-FAMILY MEDIUM DENSITY)

PARCEL ID#: 424204210130
OWNER: DAYTONA DEMOLITION DIRT SERVICE
1191 GOLF AVENUE
ORMOND BEACH, FL 32174
ZONING: CC-1 (COMMERCIAL CORRIDOR DISTRICT)

PARCEL ID#: 424204210136
OWNER: O'REILLY AUTOMOTIVE STORES INC
PO BOX 9167
SPRINGFIELD, MO 65801
ZONING: CC-1 (COMMERCIAL CORRIDOR DISTRICT)

PARCEL ID#: 424204210221
OWNER: SCHWARMANN HOLDINGS LLC
129 GREY WIDGEON COURT
DAYTONA BEACH, FL 32119
ZONING: CC-1 (COMMERCIAL CORRIDOR DISTRICT)

S25°37'12"E
330.20'
330'
6' WHITE VINYL FENCE
30' LANDSCAPE BUFFER
8' TALL CHAIN LINK FENCE
DRY RETENTION POND
8 COVERED BOAT & RV STORAGE PARKING SPACES
COVERED ROOF OVERHANG (TYPICAL)
286.69'
285.96'
N64°22'48"E
8' TALL CHAIN LINK FENCE WITH 30' SLIDING SECURITY ACCESS GATE
GATE KEYPAD
1 BOAT & RV STORAGE PARKING SPACES
SINGLE DUMPSTER ENCLOSURE
SECURE OUTDOOR AREA
STORAGE
811 SF
5 BOAT & RV STORAGE PARKING SPACES
14 COVERED BOAT & RV STORAGE PARKING SPACES
PHASE 1
INDOOR SPORTS FACILITY
7,082 SF
PHASE 2
COVERED OPEN AIR RECREATIONAL FACILITY
ALL PURPOSE TURF FIELD
4,747 SF
PHASE 1
5' LANDSCAPE BUFFER
5 SPACE BIKE RACK
8' TALL CHAIN LINK FENCE WITH 30' SLIDING SECURITY ACCESS GATE
TURN AROUND SPACE
EXISTING BILLBOARD TO REMAIN
MONUMENT SIGN TO REMAIN. A SIGN PERMIT WILL BE REQUIRED TO RE-FACE SIGN FOR NEW DEVELOPMENT
10' LANDSCAPE BUFFER
R3-5L (36")
R1-1 (36")
N25°44'49"W
330.00'
330'(M&D)
R/W
SOUTH NOVA ROAD
(SR 5A)
(R/W VARIES)(45 MPH)
330' - 27' DRIVEWAY
10' BUFFER
REQUIRED = 12 TREES AND CONTINUOUS HEDGE
PROVIDED = 18 TREES, CONTINUOUS HEDGE & CONTINUOUS GROUND COVER

SITE DEVELOPMENT USAGE

1. BUILDING DEVELOPMENT REQUIREMENTS
   A. SETBACKS
      i. FRONT: 15 FEET
      ii. REAR: 35 FEET
      iii. SIDE: 10 FEET
      iV. SIDE CORNER: N/A FEET
   B. MAXIMUM BUILDING HEIGHT: 35 FEET
   C. MINIMUM OPEN SPACE: 25%
   D. MAXIMUM IMPERVIOUS AREA: 75%
   E. MAXIMUM BUILDING COVERAGE: 50%
   F. MAXIMUM FLOOR AREA RATIO: 1.0

2. COVERED VEHICLE STORAGE SPACES
   A. SETBACKS
      i. FRONT: 15 FEET
      ii. REAR: 30 FEET
      iii. SIDE: 5 FEET
      iV. SIDE CORNER: N/A

3. PROPOSED SITE COVERAGE:

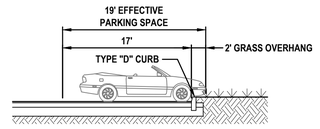
	SQ. FT	ACRE	%	
BUILDING	12,640	0.290	13.4	
PAVEMENT	50,430	1.158	53.3	
CONCRETE SIDEWALKS / PATIOS	2,629	0.060	2.8	
OPEN SPACE	28,787	0.661	30.5	(25% MIN)
TOTAL SITE	94,486	2.169	100.00	
TOTAL IMPERVIOUS	65,699	1.522	69.5	(75% MAX)
FLOOR AREA RATIO (FAR)	0.15	(1.0 MAX)		

4. PARKING REQUIREMENTS
   RECREATIONAL FACILITY - 1 SPACE PER 270 SF
   = 11,829 SF / 270 SF = 44 SPACES
   STORAGE - 1 SPACE PER 4,000 SF
   = 811 SF / 4,000 SF = 1 SPACES
   TOTAL PARKING REQUIRED = 45 SPACES

5. PARKING PROVIDED

	SPC	%
HANDICAP	2	4.2
STANDARD	46	95.8
TOTAL PARKING PROVIDED	48	100.0

6. BICYCLE PARKING PROVIDED 5



PARKING SPACE OVERHANG DETAIL

SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
6/11/21	CITY COMMENTS
7/19/21	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN

VOLUSIA SPORTS & STORAGE CENTER

1137 S NOVA ROAD
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

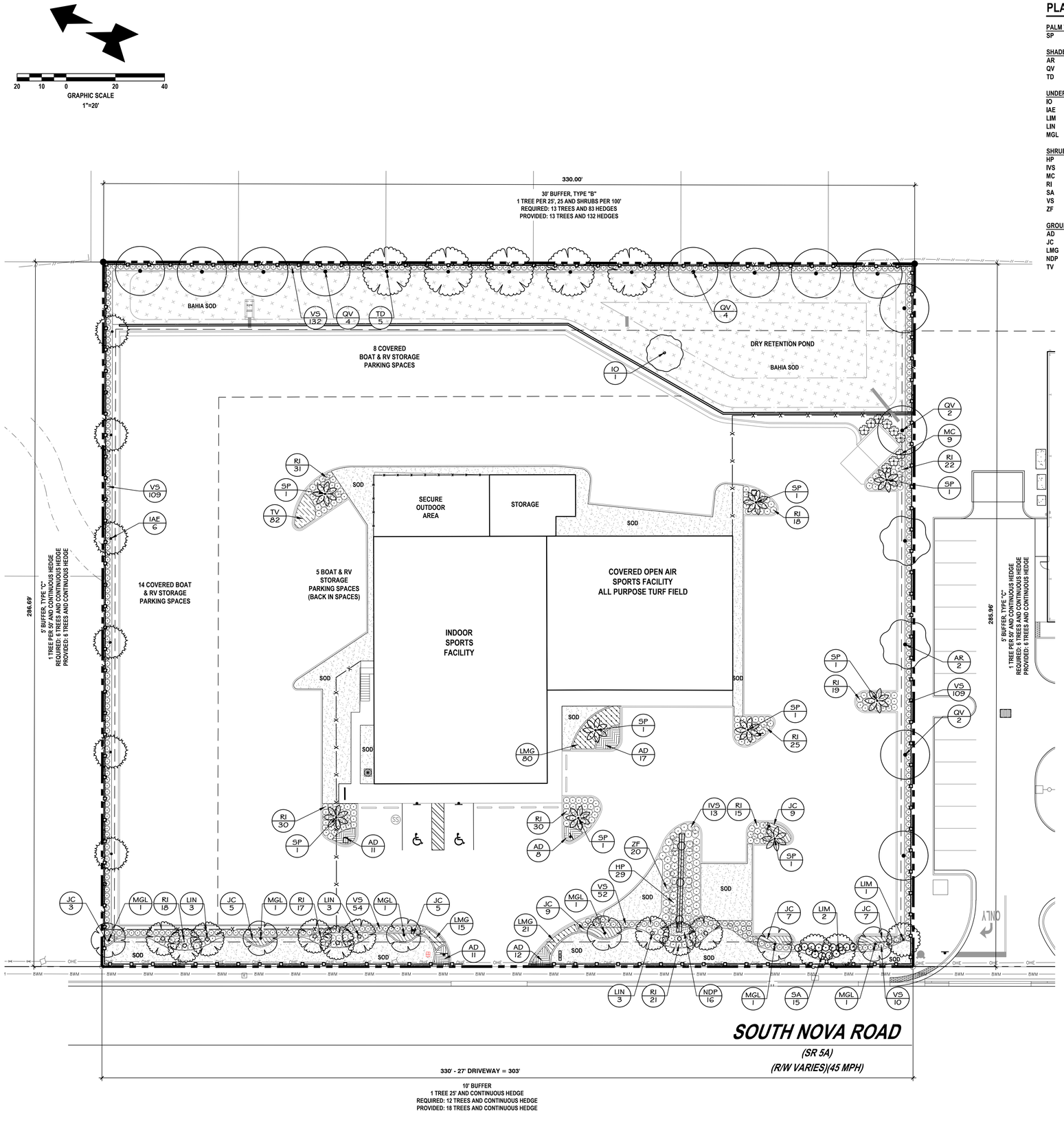
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

2

Attachment: Exhibit A - Current BPUD Preliminary Development Plan (2022-0-3048 : Volusia Sports and Storage BPUD Major Amendment)



PLANT SCHEDULE

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SP	9	SABAL PALMETTO	CABBAGE PALMETTO	14` - 18` C.T., MIXED	
SHADE TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AR	2	ACER RUBRUM	RED MAPLE	2.5" CAL., 10` HT.	
QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10` HT.	FULL
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" CAL., 10` HT.	FULL
UNDERSTORY TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
IO	1	ILEX OPACA	AMERICAN HOLLY	2" CAL., 8` HT	FULL
IAE	6	ILEX X ATTENUATA `EAGLESTON`	EAGLESTON HOLLY	1.5" CAL., 8` HT.	
LIM	3	LAGERSTROEMIA INDICA X FAURIEI `MUSKOGEE`	MUSKOGEE CRAPE MYRTLE	30 GAL., 1.5" CAL., 10` HT	M.T. LILAC
LIN	9	LAGERSTROEMIA X `NATCHEZ`	WHITE CRAPE MYRTLE MULTI-TRUNK	1.5" CAL., 8` HT.	FULL
MGL	6	MAGNOLIA GRANDIFLORA `LITTLE GEM`	DWARF SOUTHERN MAGNOLIA	1.5" CAL., 8` HT.	
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
HP	29	HAMELIA PATENS	FIREBUSH	3 GAL., 24" HT, X 18" SPRD.	36" O.C.
IVS	13	ILEX VOMITORIA `NANA`	DWARF YAUPON HOLLY	3 GAL.	FULL, 36" O.C.
MC	9	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 36" HT, X 12" SPRD	48" O.C., FTG
RI	246	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL, 30" HT	FULL, 30" O.C.
SA	15	SCHEFFLERA ARBORICOLA `TRINETTE`	TRINETTE VARIEGATED SCHEFFLERA	3 GAL.	
VS	466	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL, 30" HT	30" O.C.
ZF	20	ZAMIA FLORIDANA	COONTIE CYCAD	3 GAL.	FULL, 36" O.C.
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**REMARKS**
AD	89	ASPARAGUS DENSIFLORUS `MYERS`	FOXTAIL FERN	1 GAL., 12" HT	24" O.C.
JC	45	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.	FULL, 30" O.C.
LMG	136	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LILYTURF	1 GAL., 12" HT	18" O.C., FULL
NDP	16	NANDINA DOMESTICA `FIREPOWER`	FIREPOWER HEAVENLY BAMBOO	3 GAL., 12" HT. X 12" SPR.	18" O.C.
TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	12" HT	12" O.C., FULL

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LANDSCAPE PLAN

VOLUSIA SPORTS & STORAGE CENTER

1137 S NOVA ROAD
HOLLY HILL, FL 32174

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2021-100
DATE:	APRIL 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	1" = 20'

DRAWING NUMBER

3

Attachment: Exhibit A - Current BPUD Preliminary Development Plan (2022-O-3048 : Volusia Sports and Storage BPUD Major Amendment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **March 22, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Relating to Comprehensive Planning; Adopting Updates to the City's 5-Year Capital Improvements Schedule Within the City's Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3049**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

State law requires that each year the City update its five-year program for capital improvements to keep the City's Comprehensive Plan in compliance with state requirements. The Capital Improvements Element (CIE) update must be adopted by ordinance. This report contains the proposed update to the City's CIP for the five-year period covering FY 2021-22 through FY 2025-26, referenced as Exhibit A. There are no revisions to the adopted goals, objectives and policies of the approved Capital Improvements Element.

BACKGROUND:

The five-year CIE update is done each year after the City Commission finishes its budget preparation. This timing allows the budget to reflect the most current priorities for capital programs. Projects that have been completed are deleted from the program, and City departments are contacted regarding additional projects and priorities that may be necessary and included in the update to the five-year program. Where cost estimates for scheduled projects have changed, the costs are modified as necessary.

The CIE in the Comprehensive Plan is a plan for anticipated capital projects and not a fixed budget. It is expected that the timing of projects will change as projects move toward implementation; individual project priorities change; and new opportunities arise. While funding sources are identified with each project, it is not unusual that some funding sources will change as individual projects are implemented and the availability of funds from varying sources changes over time.

While the capital projects are on this list because they support and/or expand the services available to the citizens of Holly Hill, under state law the only projects that must be done are projects that address deficiencies in or maintenance of the designated levels of service for water,

sewer, storm-water, traffic, solid waste disposal, parks and schools. The City does not currently have any project that is required to address a level of service deficiency. The projects on the proposed CIE list are service improvement projects and can be adjusted within the CIE or postponed beyond the CIE period as schedule demands and financing dictate. Once the City adopts the amended CIE, staff will send a notice to the Department of Economic Opportunity to demonstrate the City has complied with the requirement to maintain a current five-year plan. The state will not do any further review of the CIE and this amendment is exempt from Volusia County Growth Management Commission review.

DISCUSSION:

The proposed CIE is attached in a spread sheet format. This updated CIE budget continues to reflect an emphasis on renewal and replacement costs and needs for the utilities and public works areas.

No major new projects have been added to the program this year. Primary work expected for the 2021-22 fiscal year is a continuation of the rehabilitation of the utility system, maintenance on streets and drainage and continuing upgrades to city parks and other facilities.

The School Board has completed its 5-Year Capital Work Program for FY 2022-2026 and there is a single project to replace the switchgear on Building 6 at the Holly Hill School to maintain complete operations at the School. For a complete list of the Volusia County School Board 5-Year Capital Work Program for FY 2022-2026 please visit: https://www.vcsedu.org.

The River to Sea Transportation Planning Organization has updated its 5 Year Work Program and there are no new projects within the City of Holly Hill to be included in this update to the CIE of the City's Comprehensive Plan. For a complete list of the River to Sea Transportation Planning Organization 5-Year Capital Work Program please visit https://www.r2ctpo.org.

The City of Holly Hill has an active local project to complete the undergrounding of electric/cable facilities along the Ridgewood Blvd., corridor from Mason Avenue to the north boundary of the City limits (approximately Calle Grande Street). The first phase of this project is active and fully funded and includes the segment of Ridgewood Avenue from Mason Avenue to Walker Street.

FISCAL ANALYSIS:

The current year impacts of the updated CIE have already been factored into the City's annual budget (FY2021/22) as part of the normal budgeting process.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At its regular meeting on Monday, March 7th, the Board of Planning and Appeals voted unanimously to recommend adoption of an ordinance updating the Capital Improvements Element.

STAFF RECOMMENDATION:

Staff recommends the City Commission adopt the Ordinance updating the Capital Improvements Element by incorporating the attached revised and updated 5-year Capital Improvements Program.

ATTACHMENTS:

- Exhibit A - CIE FY21.22 to FY25.26 (XLSX)

Ordinance No. 2022-3049

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY'S 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE WITHIN THE CITY'S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING UPDATES TO THE CITY'S 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE WITHIN THE CITY'S CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is committed to planning and managing the future growth of the City; and

WHEREAS, the laws of Florida require the City of Holly Hill to update the Capital Improvement Schedule annually; and

WHEREAS, the existing Capital Improvements Element includes a 5-year schedule of projects that needs to be updated to reflect the City's current 5-year plan; and

WHEREAS, the Board of Planning and Appeals acting as the designated Local Planning Agency, has reviewed the proposed update to the 5-year capital improvement schedule and held an advertised public meeting on March 7, 2022, and rendered its recommendation to the City Commission of Holly Hill; and

WHEREAS, the Holly Hill City Commission hereby declares that the purpose

and intent of the proposed update is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, parks and recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights.

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

SECTION 1. The City Commission hereby adopts the update to the city's 5-year capital improvement schedule within the Capital Improvement Element (CIE) as shown in Exhibit "A", attached and made a part hereof by this reference.

SECTION 2. All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by a Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. This Ordinance shall become effective immediately upon adoption.

APPROVED AND AUTHENTICATED on this 22nd day of MARCH, 2022 for first reading.

Physical Environment	Funding Source	Funded/ Unfunded	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	5 Year Estimated Cost
Utilities - Water								
WTP - Clearwill Pumps, Piping and Valves	Utilities/Wtr	Funded	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
WTP - Lime Silo Rehabilitation	Utilities/Wtr	Unfunded	$ -	$ 45,000	$ -	$ -	$ -	$ 45,000
WTP - 3rd St-Gibbons Ave to Eddie Ave	Utilities/Wtr	Unfunded	$ 75,000	$ 225,000	$ -	$ -	$ -	$ 300,000
WTP - Building Re-Roof	Utilities/Wtr	Unfunded	$ -	$ -	$ 50,000	$ -	$ -	$ 50,000
Replace Pumps - 2 Western Wells	Utilities/Wtr	Unfunded	$ -	$ 35,000	$ -	$ -	$ -	$ 35,000
Water Main Replacements - 3rd Street	Utilities/Wtr	Unfunded	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
WTP - Pipe Rehabilitation	Utilities/Wtr	Unfunded	$ -	$ -	$ 50,000	$ -	$ -	$ 50,000
WTP - Cavanagh Water Main Replacement	Utilities/Wtr	Unfunded	$ -	$ 50,000	$ 175,000	$ -	$ -	$ 225,000
WTP - Upgrade Electrical Panels	Utilities/Wtr	Unfunded	$ -	$ -	$ 50,000	$ 300,000	$ -	$ 350,000
Florida Ave Water Main Replacement	Utilities/Wtr	Unfunded	$ -	$ -	$ -	$ 50,000	$ 200,000	$ 250,000
Water Utility -Forklift/Truck	Utilities/Wtr	Unfunded	$ -	$ -	$ 104,000	$ -	$ -	$ 104,000
Utilities - Water Subtotal			**$ 325,000**	**$ 555,000**	**$ 429,000**	**$ 350,000**	**$ 200,000**	**$ 1,859,000**
Utilities - Wastewater								
Lift Station #20	Utilities/Wwtr	Funded	$ 365,000	$ -	$ -	$ -	$ -	$ 365,000
Lift Station #19	Utilities/Wwtr	Funded	$ 365,000	$ -	$ -	$ -	$ -	$ 365,000
Lift Station #21	Utilities/Wwtr	Funded	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
Lift Station #4	Utilities/Wwtr	Unfunded	$ -	$ -	$ 325,000	$ -	$ -	$ 325,000
Lift Station TBD	Utilities/Wwtr	Unfunded	$ -	$ -	$ -	$ 250,000	$ 250,000	$ 500,000
RAS Pump Replacement	Utilities/Wwtr	Unfunded	$ 45,000	$ 20,000	$ 20,000	$ -	$ -	$ 85,000
Lift Stations - Various Pump Replacement	Utilities/Wwtr	Funded	$ 37,600	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 117,600
Gravity Main Lining	Utilities/Wwtr	Unfunded	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ 150,000
Smoke Testing - Sewer Lines	Utilities/Wwtr	Unfunded	$ 25,000	$ 25,000	$ -	$ -	$ -	$ 50,000
Upgrade Influent Headworks	Utilities/Wwtr	Unfunded	$ -	$ -	$ 350,000	$ -	$ -	$ 350,000
Sand Filter Rehabilitation	Utilities/Wwtr	Funded	$ 450,000	$ -	$ -	$ -	$ -	$ 450,000
Electric Control Panels - Solids Handling	Utilities/Wwtr	Funded	$ -	$ -	$ -	$ 150,000	$ -	$ 150,000
Resurface/Seal Manhole Walls	Utilities/Wwtr	Unfunded	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000
Alum Tank	Utilities/Wwtr	Unfunded	$ -	$ 85,000	$ -	$ -	$ -	$ 85,000
Solids Handling Building - Re-roof	Utilities/Wwtr	Unfunded	$ -	$ -	$ 60,000	$ -	$ -	$ 60,000
Wastewater Tower - Re-roof	Utilities/Wwtr	Unfunded	$ -	$ -	$ 12,000	$ -	$ -	$ 12,000
Equalization Pump Replacement	Utilities/Wwtr	Unfunded	$ -	$ -	$ -	$ 25,000	$ 25,000	$ 50,000
Addition BTU#3	Utilities/Wwtr	Unfunded	$ 6,000,000	$ -	$ -	$ -	$ -	$ 6,000,000
Wastewater Utility - Utility Replacement	Utilities/Wwtr	Funded	$ 16,000	$ -	$ -	$ 175,000	$ -	$ 191,000
Utilities - Wastewater Subtotal			**$ 7,503,600**	**$ 600,000**	**$ 987,000**	**$ 770,000**	**$ 445,000**	**$ 10,305,600**
Utilities - Stormwater								
Flomich/Mirage Stormwater Improvement	Stormwtr/Cap	Unfunded	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Tuscaloosa Stormwater Pipe Replacement	Stormwtr/Cap	Funded	$ 75,000	$ 350,000	$ -	$ -	$ -	$ 425,000
Duckbills - Riverside Drive	Stormwtr/Cap	Funded	$ 75,000	$ -	$ 350,000	$ -	$ -	$ 425,000
Pipe Lining - Stormwater Pipes	Stormwtr/Cap	Funded	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 625,000
Vehicle Replacement	Stormwater	Unfunded	$ -	$ 196,000	$ -	$ -	$ 40,000	$ 236,000
Utilities - Stormwater Subtotal			**$ 775,000**	**$ 671,000**	**$ 475,000**	**$ 125,000**	**$ 165,000**	**$ 2,211,000**
Total Physical Environment			**$ 8,603,600**	**$ 1,826,000**	**$ 1,891,000**	**$ 1,245,000**	**$ 810,000**	**$ 14,375,600**

Transportation	Funding Source	Funded/ Unfunded	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	5 Year Estimated Cost
Paving Program	Gas Tax	Funded	$ 281,896	$ 285,000	$ 285,000	$ 285,000	$ 285,000	$ 1,421,896
Sidewalk Replacement Program	Gas Tax	Funded	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 250,000
Mule Purchase	Gen/Strmwtr	Unfunded	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000
Total Transportation			**$ 336,896**	**$ 335,000**	**$ 335,000**	**$ 335,000**	**$ 335,000**	**$ 1,676,896**
Total Capital Improvements			**$ 8,940,496**	**$ 2,161,000**	**$ 2,226,000**	**$ 1,580,000**	**$ 1,145,000**	**$ 16,052,496**

Attachment: Exhibit A - CIE FY21.22 to FY25.26 (2022-O-3049 : Capital Improvement Schedule Update)