CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● APRIL 24, 2018

City Commission Chamber	Regular City Commission Meeting	7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD

1. Family Renew Community

   (Requested by Valerie Manning, City Clerk)

3. PRESENTATIONS

1. Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2017

   (Requested by John McKinney, Finance)

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

1. Minutes - March 27, 2018 - Regular City Commission Meeting and April 4, 2018 - Workshop Session; April 10, 2018

   (Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEM (1)

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

1. Resolution Resolution 2018-R-23 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor to Execute the Sixth (6Th) Amendment to the Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

7. REGULAR AGENDA

1. Ordinance Chapter 30 - FINANCE CODE OF ORDINANCES ARTICLE IV SPECIAL ASSESSMENTS FIRST READING - Ordinance 3003 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 30 (FINANCE), Article VI (SPECIAL ASSESSMENT), Sections 30-80 - 30-83 Amending Terms and Conditions of the Special Assessments for Unreimbursed Expenses for Remedying Code Violations and Special Assessments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

2. Ordinance Chapter 30 Finance Code of Ordinances - Article III Purchasing Procedures FIRST READING - Ordinance 3004 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 30, "Finance" of the City of Holly Hill and Replacing it with a New Chapter 30, "Finance"; Amending Chapter 30, Article III, Purchasing Procedures of the City of Holly Hill; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors; Providing for Severability; and Providing for an Effective Date.

   (Requested by John McKinney, Finance)

3. Resolution Resolution 2018-R-24 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Fund Balance 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; Providing for Severability; and Providing for an Effective Date.

   (Requested by John McKinney, Finance)

4. Resolution Resolution 2018-R-25 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Investment 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; Providing for Severability; and Providing for an Effective Date.

   (Requested by John McKinney, Finance)

5. Enterprise Resource Planning (ERP) Migration

   (Requested by John McKinney, Finance)

8. PUBLIC HEARINGS - NONE

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.

9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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

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

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

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

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 04/24/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2002

POSITIVITY AWARD (ID # 2002)

Family Renew Community

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

HOLLY HILL
FLORIDA

POSITIVITY AWARD

Thank You for Making Our Community Positively Awesome!

FAMILY RENEW COMMUNITY

810 Ridgewood Avenue

April 24, 2018

John Penny, Mayor

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 04/24/18 07:00 PM
Department: Finance
Category: Presentation
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2000

PRESENTATION (ID # 2000)

Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2017

Presentation of the Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017 by Alex Kish with BMC CPAs, Inc.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**April 24, 2018**
FROM:	**Valerie Manning**
SUBJECT:	**Minutes - March 27, 2018 - Regular City Commission Meeting and April 4, 2018 - Workshop Session; April 10, 2018**
NUMBER:	**(ID # 2003)**
APPLICANT:	
PLANNER:	

DISCUSSION:

The following minutes are submitted for approval by the City Commission:

1. March 27, 2018 - Regular City Commission meeting
2. April 4, 2018 - Workshop Session with Finance Director

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - March 27, 2018 - Regular City Commission meeting (PDF)
- Minutes - April 4, 2018 - Workshop Session with Finance Department (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MARCH 27, 2018

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation
Commissioner Currie led the invocation.

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

2. POSITIVITY AWARD

1.

The Car Shop - Best Price Trailers - Robin Hanger

(Requested by Valerie Manning, City Clerk)
Commissioner Currie briefly spoke about her choice for The Car Shop - Best Price Trailers, owner Robin Hanger. He does a lot for and with the community and is involved with a lot of the Chamber of Commerce events/activities. He consistently shows positivity within the City of Holly Hill.

3. PRESENTATION

1.

Proclamation - Water Conservation Month

(Requested by Valerie Manning, City Clerk)

Mayor Penny informed the Commissioners that under the regular agenda section, Resolution 2018-R-21, Piggyback Contract for Foreclosure Registrations with PROCHAMPS, will be moved to Public Hearings section as the last item.

4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Robin Hanger, 929 State Avenue, Holly Hill, thanked the Mayor and Commissioners for the award, he appreciates it, it's not necessary but he does appreciate it. Mr. Hanger stated he would like to see what they can do, he's heard talk about it but what they can do to clean up the city, the streets. They have businesses that have trash blowing around the front of them. It may or may not be from them but it's not just limited to businesses. He really would say a handful of the businesses do quit well, not just at our end but the other end too. There's others around there that, there's other businesses in town that don't do quit as well but it's not just businesses, homeowners. Their garbage gets picked up on Mondays and Thursdays, if something blows out and the guys happen to not see it because they're on a timeframe or whatever but nobody picks it up. Stuff just lays everywhere. The street sweeper that goes, he's not able to...he doesn't believe the guy goes down everyone of the streets but even at that, the guy goes so fast that the street sweeper doesn't pick up stuff, it just moves it. So, it's up to the residents and the people in the community. This is his town. He loves it here. He was born and raised here. He would just like to see the city give some authority to somebody, whether it be officers. He travels around a lot, he sees other communities, other cities where people get pulled over for throwing trash out when they stop at a stop sign. He was in one city about a year or so ago over on the west coast where there were signs if you threw cigarette butts out and the officers saw you, you were going to get a ticket. Now that was communities, it wasn't like on a main street or anything so he was informed that possibly was a community effort but Holly Hill is a community so we need to do something to clean this place up a little better than we do. He drives around, what little bit of free time he does have, and pick up stuff all around the park. People use the park and there are things all over there. We're limited on staff, he understands that. Somehow or another, they need to give the authority to, what he would suggest would be if officers see people throwing things out or people kicking a can, stop and say, "hey, this is my town here. If you're kicking that can, can't you stop and pick it up and put in the garbage can or something?" Or, if they see them, it's a cause to possibly stop them just to be nice and say, "I seen that piece of trash fly out of your window, the kids may have dropped it out, would you get out and pick it up? This is my town." Just have a little bit more respect for the town that they're driving through and if not, go around 95 and bypass Holly Hill.

Steve Smith, 1410 Riverside Drive, Holly Hill, stated on the same note that Mr. Hanger was talking about, he feels that if the city would start with the image that it projects by allowing the recovery groups to have hundreds of meetings in the city’s parks, he’s said this before and have made positive suggestions about how to stop it and one of the first rules at a public park, that he was at today, was an organized group by activity by permit only. So, if there’s an organized group having an activity in the park, they’ve rented the pavilion, there’s a responsible person in charge. The city he was in today has a rule that they don’t get 52 permits for that pavilion every year. With simple rules like that, making a responsible party in charge of the group that's using the pavilion, there will be hundreds of less cigarette butts in the city's public parks. Not letting them do it every week of the year, there will be a lot less people coming to the city for recovery groups or whatever is going on at the city's public parks. It's not discrimination to say that organized group activity by permit only and make a responsible person get the permit and perhaps this could change the image that the city is setting here. It's been going on too long, over 20 years. Of the 16 cities of the county, Holly Hill is the only place you can do this. Nobody else would tolerate it. The spillover from that would be good. Just two simple things. If you're going to have an organized group activity in a public park, you should have a responsible party and it should be permitted and limit the number of permits a year to something more reasonable than 52. Currently, they're not paying and they are taking over the park. There's no place to park in the park, often because of the organized group activity or whatever it is. If the city could get control of that then perhaps have more park-like activities in the park. That would be something to look forward to.

5. APPROVAL OF MINUTES

1.

Minutes - March 13, 2018 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

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

6. CONSENT AGENDA - ITEM (1)

Mayor Penny asked if any member of the Commission or any member from the audience would like to discuss any item on the Consent Agenda? There was no one.

1. Resolution

Resolution 2018-R-19 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract Extension and Authorize the City Manager to Execute Department of Corrections Contract Number WS962 Amendment, and Addendum a to the Contract Allowing Florida Department of Corrections to Provide an Inmate Labor Work Squad (S) for the Three Year Contract Period Ending April 8, 2021 Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

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

7. REGULAR AGENDA

1. Resolution

Resolution 2018-R-20 A Resolution for Assistance Under the Florida Inland Navigation District (FIND) Waterways Assistance Program.

(Requested by Joseph Forte, City Manager)
Mr. Forte stated this is the next round of grant requests that the city has for the improvements over at Sunrise Park South park where they are going to improve the parking lot, add pavilions, dredge the launch area out to the channel, and expand the launch. If the Commission recalls, about a year ago or so, the city had put out a bid out for that and the city had budgeted with the city's match money, somewhere in the neighborhood of $680,000 and the bids came back at over $900,000. So, the city is working with Beth Lemke who is here tonight and she is now applying for another round of FIND grants, which is going to delay the project and the city has to try and secure the costs for the construction and materials with the contractors who had put in the bids in hopes of getting this approved that the city could then move forward with it.

Commissioner Via stated since this is going to take a long time, when they put it out finally to bid, is it going to be even…

Mr. Forte stated no, it's out to bid. The bid has been awarded. The contractor has agreed to hold the bid. What the challenge comes up to is as the materials cost start to increase, the contractor would like to buy the materials and hold it as soon as possible but the city can't do that until the city gets all of its grants in place.

Commissioner Via stated okay, thank you.

Mr. Forte stated so far the contractor is willing to hold the bid price.

Beth Lemke, Planning Solutions Corp., 206 N. Beach Street, Daytona Beach, stated what the city applied for, for additional funding, the city talked to the Commissioner with Florida Inland Navigation District Susan McCabe who represents Volusia, if they could average the bids rather than take in the low bid as far as what the city was estimating its additional costs to be, so that enables the city to get a little bit more grant money if the grant is awarded, it will give the city an upper level, obviously the city won't get reimbursed if the city doesn't spend it. It's just up to the cost, 50% of the cost but if the materials are higher that gives the city a little bit more wiggle room so she tried to do that creatively as they could to be able to account for that.

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

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

8. PUBLIC HEARINGS

1. Ordinance

Second Reading - Ordinance 3000 An Ordinance of the City of Holly Hill, Florida, Creating Chapter 30 (Miscellaneous Offenses), Article III (Foreclosure/Vacant Property Registry) of the City of Holly Hill Code of Ordinances; Providing for Purpose, Intent and Applicability of the Ordinance Requiring the Registration and Maintenance of Certain Real Property by Mortgagees and Vacant Property by Owners; Providing for Penalties and Enforcement, as Well As, the Regulation, Limitation and Reduction of Registrable Real Property Within Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; Providing for Repealer; Providing for Codification; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mr. Forte informed the Mayor and Commissioners that the changes they recommended at the last meeting, have been made and are noticed in red. Mr. Forte stated Attorney Simpson and himself had the opportunity to speak with the vendors and the vendors attorneys to work through the language because they didn't want to put anything in there that the vendors couldn't enforce or comply with so himself and Attorney Simpson were able to express what their concerns were and he thinks they have addressed everything. Commissioner Via, I don't know if you had the chance to look at the red lines, if you had any other questions they can address them now.

Commissioner Via stated first of all he wanted to thank staff and his fellow Commissioners for slowing this process down and making sure that they got this right. Reading through it, he didn't have any other questions. He thinks all his concerns were addressed. He just wants to say he appreciates the Commission in slowing this down.

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

ORDINANCE

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

2. <u>Ordinance</u>

Second Reading - Ordinance 3002 An Ordinance of the City of Holly Hill, Florida, Adopted Pursuant to Florida Statute Sections 101.161 and 166.031 Setting Forth Proposed Amendments to the City's Charter to be Submitted to the Voters of the City at a General Election on August 28, 2018; Providing for a Ballot Summary and Title for Each Proposed Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated there are two items within this Ordinance. One is the elimination of the Civil Service Act and the city is putting this back out as a referendum question in hopes that the city can educate the public for them to see and understand that there's no purpose for the Civil Service Act. The city has unions that represent all the labor force in the city, department heads are at-will employees and middle managers are the ones that are really kind of the group that's not covered by a union contract and is not really considered at-will in the same regard as department heads. Many years ago, probably around 1995-1996 the city hired a Human Resources Manager that handles responsibilities of the Civil Service Board. Years ago the city used to have a board and used to have a board secretary and they had a budget and they were involved in the hiring process and the promotion process and to a limited degree, the disciplinary action process, meaning that their role was to determine if the actions of the manager in a disciplinary case were within those manager's abilities. Since having a Human Resources Director now, all of that responsibility falls under the Human Resources Director and for years, when the city had the board, the Human Resources Director kept in contact with them. They would meet on a quarterly basis and she basically provided the board with information about turnover rate. How many positions were vacated and how many positions were hired and they served no other purpose. So, the board basically disbanded themselves. So, they no longer exist and there is no board today. When Commissioner Via came on board, staff solicitated participation to serve on a Civil Service Board and staff didn't get anyone that was interested in serving. We are back to that point where we have the Civil Service Act in the Charter but it's not active. It plays no role in hiring, firing, promotions or disciplinary actions for any employees. He thinks it's important that the city try to educate the public on what this really means and see if they can have that removed. The second item is the terms of the positions of the City Commission and Mayor. Right now

they are at two year terms and this would be posing a question on a referendum ballot to extend those terms from two years to four years on staggered terms. Two Commissioners one election cycle, two Commissioners and the Mayor on the next election cycle. In the last election, in 2015, it failed by thirteen votes. There was about just over 750 votes that were cast during that election and it failed by thirteen votes. The Commission had expressed a little bit of interest in this several months ago and more recently, he received a letter from the Chamber of Commerce that the Board of Director supports putting this matter on the ballot. They believe that the members also supports putting this matter on the ballot. The Chamber President is here tonight to speak on her behalf as well as other members of the Chamber that may be here to speak on behalf of the board's position. He knows that he has spoken to some of the Commissioners about the ballot language and if this does get approved tonight, he thinks that they may discuss tweaking the language a little bit between the first and second reading just to make sure that everybody is clear on what is being asked and why.

Attorney Simpson stated he would also add on that the Civil Service Board actually, has a negative impact to the department heads because the city has Civil Service status, they are not eligible for senior management classification with the Florida Retirement System (FRS) so, they are limited in the retirement benefits they get, which means the city is limited in what they can offer to people they try to hire because they believe the Civil Service provides employment protection so they don't get the higher retirement benefit rate.

Mr. Forte stated so, specifically, the multiplier for retirement benefits for department heads, currently is at 1.6. Being in the senior management class it would make the multiplier 2%, which is a significant increase and certainly an incentive to keep the department heads here. That's for all positions except for Police and Fire; they're under their own separate pension plan. FRS does not allow the city to offer senior management to those employees because the Civil Service Act is in place.

Mayor Penny opened public participation. The following individuals spoke to the Mayor and City Commissioners:

Jeanette Duerr, Vice President, Communications and Marketing at Synergy Billing and President of the Holly Hill Chamber of Commerce, stated she is that person that sent a request to the Commission for a change to the city Charter that would increase the terms of office for the Mayor and Commissioners in the future to four years. This was after unanimous approval by the Board of Directors and they then polled their entire membership of nearly 200 members and received only supportive responses for this change with no objections. Last Thursday, anecdotally and some of the Commissioners know, they had some of the Best on The Hill ever at the Holly Hill YMCA and during that time, she spoke to quite a few folks and not one person that she spoke with at that event objected to this request. So, the Chamber of Commerce wants to share with folks some of the reasons why they are making this request and hope that people will understand their views on this. The Chamber wants to work more closely with the city staff to recruit new businesses to Holly Hill and one of the concerns that the Chamber hears is that short terms of office for elected officials don't provide the stability and continuity that businesses need to grow and to prosper here and to make plans for the future. A new Commission turning over every two years and Mayor, can completely change priorities and derail a project. It hasn't happened yet but the Fountainhead in

Holly Hill is an example, as the Mayor and Commissioners well know, that's a project dear to her heart. Fountainhead has been working with this current Commission or most of them for several years and making a huge investment in Holly Hill and it's important that Fountainhead is assured that those rules are not going to change in the middle of the project. It's a multi-year project. It's a big project and their dream of a campus where Holly Hill residents can live and play and work and get healthcare, could die if the city doesn't have the continuity that the city needs in its public officials. Another reason that the businesses of Holly Hill support longer terms for their elected officials is that they would like for them to be able to focus on what's best for the residents and businesses here for at least a few years before they're running for reelection again and focused on that reelection and raising money. A two year election cycle only shortens the time that they are focused on getting things done for all of the residents and businesses and she wants to add another important point. The businesses of Holly Hill are not all owned by residents of Holly Hill but the businesses of Holly Hill pay more than half the ad-valorem taxes in the budget every year. These are taxes that help to pay for city services and amenities that make Holly Hill such a wonderful place to live and to do business. More than half the taxes. The Chamber certainly hopes that the Commissioners can honor their contributions to the city's success and vote to move this proposal forward.

Mike Chuven, 407 Miriam Avenue, Holly Hill, asked, "why do we have a City Commission? I will explain why for those of you who have forgotten." Mr. Chuven stated Holly Hill's 11,000 citizens can't vote for every issue that comes before the city so, they have selected the five of you to vote for the citizens. The Commissioners are not selected to make the hard decisions, as some have so arrogantly stated in the past but to vote in accordance with the will of the people. This is why he finds it so strange that once again, after being told three times in a row by the citizens that they want to keep the term limits at two years and voted last time when it was brought up to keep the Civil Service Board, that the Commission is once again preparing to put these things back on the ballot. What is the matter that this Commission can't take no for an answer? He's heard all the arguments for going to four years and he finds none of them worthy. First one, "we need more time to get our programs done or we need more time to learn the job." In two years, the Commission has attended 48 Commission meetings, numerous workshops and countless other events. If the Commissioners can't get what they want done in that time or haven't learned their job then they aren't paying attention or not capable of doing the job. Then there's the letter from the Chamber. He wonders who put them up to write such a false narrative. Businesses don't care if the Commissioners have two or four year terms, they only care what they do in those terms. He finds it a little bad that it sounds like a little pressure that businesses pay the majority of the taxes so, obviously they have more weight, is the way he took that last comment. There are many successful cities with two year terms. What is the city's excuse for their success? The House of Representatives is a two year term. It was set up that way because they were closest to the citizens. If it's good enough for them, it's good enough for the Commission. One has to wonder who benefits the most. Sitting on top of this list would be the City Manager and City Attorney. They have a Commission that is favorable to them and by having four year terms it creates better job security with less oversite as time goes on. Citizens voted to keep the Civil Service. The Commission never sat a Civil Service Board. This is total disrespect to the citizens. The Civil Service represents all employees and is security to those employees not considered at-will or those in a union. The Commissioners have been told that the union represents those employees that don't join but that's half-truth. They represent the employees in salary negotiation but do not provide legal assistance of the employees unfairly fired by the city or having issues with an unruly supervisor. Another issue on the last ballot that the citizens voted for was to do these changes every ten years. He knows it was worded to do this whenever the Commissioners wanted but it was presented to the citizens that it would only be a ten year cycle. This should be done every ten years not every election cycle until the Commissioners get the answer they want. Change in Commission is good. This is what government is for and by the people. It is not a private company and those in office or in management do not have a right to continue management or sitting on the Commission. For those who vote to put these issues on the ballot against the wishes of the citizens who have already told the Commissioners no three times, he is here to say that they will own it through the election cycle. Citizens will not only be campaigning against the changes but they are going to make sure that the electors know who voted against the wishes of the citizens and put it back on the ballot. Scurrying early will also give the citizens a chance to maybe find candidates who are willing to represent the people and not themselves. He thinks the Commissioners need to vote no to putting these changes on the ballot. The citizens have told the Commissioners no. They've asked the Commissioners three times, no. It does not matter what the City Manager wants or what Synergy wants, it matters what the citizens want. The citizens wanted the Civil Service Board. The citizens definitely want two year terms and they have told the Commissioners that. Please honor the citizens. Show them tonight that the Commission cares about and represents the people who voted the Commissioners into office and vote no.

Robin Hanger, 929 State Avenue and his business at 950 State Avenue, Holly Hill, stated he is a resident and a business owner. He kind of disagrees with all that but businesses…he's been in business for 29 years, been successful at it and started his business with $100. He works hard but he knows from that hard work that once you have a good team of people, why would you shake them up and why would you dismantle that? If you have a good group of people that people work and get things done, that's what the city needs. They need things to keep moving. They need things to go forward. Like he said earlier, he was born and raised in this town. He's watched this town grow. He's watched it fall. He's watched people…he listens to people down it so much and he still, like he said earlier, if you don't like it, don't come through it, don't be a part of it but get on board of positivity. Get on board with being positive behind what the city does, what others do, and look for keeping people together that work together because it's tough and the expense; they have the expense of the city to run another election every two years, there's an expense to each one of the Commissioners that is an astronomical amount. He knows that if there wasn't so many different contributions here and there, there would be more money for him to do more with the school systems and other things he wants to do things with rather than, "no, wait a minute, I have to stop every two years and try and help this person then help this person to get elected or help this person." It's an expense. He knows that he's been told that a city and a government is not like a business but it may not run like a business but it's a business and the city needs people that are positive on it. He thinks a four year term is definitely what the city needs and not just the four year term but the ability for that person…why have, he doesn't really know what you call it but why have limits to they can only be elected for four years and then they can run again for four years but why can't they go on? They have Mr. Green in Port Orange was a mayor for 20 years or something. They have Buddy Dyer over in Orlando who's been a mayor for quite a few years. Why stop it? If something is working, stay on it and keep working, keep pushing, keep pushing. His last comment would be he has a "Meet and Greet" for Judge Feigenbaum on Thursday. Judge Feigenbaum is running for Circuit Judge. He would encourage anybody with the city, anybody that lives in the city to come by and meet him. He's a great man. It will be Thursday at The Car Shop from 5:00 PM to 6:30 PM. He is interested in meeting and talking to anyone. Get four years and let's get back to it and keep moving.

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated it is kind of interesting that they can keep bringing this up. This is like the third time that the citizens have voted on this term. He would note that the people in public service are the ones that keep bringing this back. The people…the Commissioners, the County or the Chair, the Chamber of Commerce. He would also note that many of these people don't live in town. He wonders about that. He wonders why they have all this interest in reducing the opportunities that the people have to actually speak to candidates to get some kind of exchanges. He thinks it would be an entirely different thing if they had appointed times to speak with the Commission but the citizens don't. You will notice that the people in Ormond Beach have decided after emulating and what's going on in New Smyrna, that were going to have citizen groups, we're going to have conversations here. The only conversations that the citizens have with the Commissioners is every time they run and he would note also that probably 90 something percent of the incumbents win their office. So, if the city has a good thing, he doesn't see where the challenge is here. He doesn't know how many times he's asked that the city have some kind of streaming program. He doesn't know how many times he's asked that the city have more outreach. He was speaking with two people yesterday who are reasonably informed about what goes on in Holly Hill and they didn't know anything about the Movies in The Park. He would say that's a major failure on our part. If that sounds negative, he's very sorry but he's saying there's a lot of room to improve things here and it wouldn't seem to me to take that much. If the city had some kind of outreach person to go around like New Smyrna and Ormond Beach are talking about. There are any number of…he would like to know, the businesses contribute more than 50% of the thing. The businesses get almost 100% of the CRA grants. Is that an equitable operation you think? He means, to cry about the businesses aren't treated well here, that's ridiculous. Like he said, he would like to see a lot of things change. He's absolutely confident that the Commission can put this on the ballot and he knows he's going to work with the people that oppose it as hard as he can.

Adam Balboa, 820 State Avenue, Holly Hill, stated and he's a business owner in Holly Hill. He is all for the four year term. He thinks that it's like running a business and it takes time and once you get the ball rolling it, you have to keep it going.

Maureen France, 1144 Riverside Drive, Holly Hill, stated and she has a business in Holly

Hill. She wanted to start out by saying that she is a newly appointed Economic Development Committee Chair for the Holly Hill Chamber. She is very excited about this job that she is a volunteer working on and this idea came out of our committee. What they have started to look at is the big picture for Holly Hill and they've noticed that The Market has recently sold, they have a business that's the spark for possibly an entertainment district, which is Copper Bottom Distillery, they have the Synergy Billing Academy and a set of businesses that are going to be moving in, they have lots of pressures coming from the west, particularly on LPGA Boulevard, that the city needs to be cognisant of, and they also note that there's a large-scale project less than a mile away from our city limits in Daytona Beach. All of these things change the environment in which the city is going to do business in our city. The committee thinks that it's a very opportune time. She does respect her fellow citizens that spoke before her about the idea that they have had this issue on the ballot before. She is not a person who would want necessarily, in the past, rubber stamp longer terms but she sees an era of change coming for Holly Hill that can be very positive. She thinks that it requires that they have some stability up on their Commission, it requires that they have people here for a longer view, that can give a longer term view, a bigger picture, there is a great risk for project developers and she uses that term lightly, she is not talking about slashing and burning things but development meaning a project of some sort, there is a great risk to have a person that you start to work with or a group such as the Commission, that is going to be gone in two years and that assumes that the Commission speaks with them and talks with them and get approvals on their very first day. She guesses the other thing that really bothers her is about the way that the city has it situated is that the city doesn't have the staggered terms anymore so if there were to be a sweep for everyone where everyone was removed from office the city would have no real historical knowledge about actions that this Commission has taken on behalf of our city with all due respect to our staff. Certainly, they could offer that but she thinks it's safer and better to have a staggered term. She knows it was mentioned by one of the businesses that it's costly for the city and then the citizens to run an election so that should be considered as well. So, with that in mind, she urges the Commission to give every consideration to at least putting this on the ballot, let us duke it out in the neighborhoods and the businesses and whatever happens, happens but she thinks the city needs the opportunity to have the discussion in light of the new era of change she sees coming.

Karen Chuven, 407 Miriam Avenue, Holly Hill, stated she just wants to say, even if the Commission makes it four years staggered terms, the city is still having an election every two years so it's still the same expense every two years. Also, if someone is doing a good job, they'll get voted back in if they run so it shouldn't be an issue. Keep it at two years because that's what the citizens asked for three times already.

Mayor Penny closed public participation.

Mayor Penny asked for a motion for approval.
Commissioner Currie made a motion to ***APPROVE ORDINANCE 3002, for first reading****, seconded by Commissioner Byrnes.*

Commissioner Currie thanked everyone for their comments. Commissioner Currie stated she appreciates hearing everyone. Term limits are a problem; the *length* of term is a problem. She would have said back in 2008, 2010 even when she was elected in 2012, two year terms are fine, what's the big issue. And for most people that are opposed to it, it probably isn't a big issue because they've never been in office but being in office opens your eyes a little more when you're sitting up here, you have large projects that you're having to deal with. Commissioner Currie stated yes, it takes some time for some people to become educated up here about their position and it takes a little bit of time for smaller projects and those can be done within a two year term. However, she knows herself, she was about ten steps above the bar with being educated in government because of her job. So, she didn't have the learning curve everybody else did up here and the two year term was still binding for her and she didn't have that same learning curve. So, since her first term she has been opposed to two year terms and she has been very vocal about that. There are a lot of citizens that have agreed with her over time, she's been in office for three terms now, about the same and she does not believe it's because she's not educated enough in her position because she feels that she is very educated in her position. As a matter of fact, for the three terms, she has taken and gone to classes herself to become more educated. So, she's quite educated in her position and she feels pretty confident in saying that. There's a difference between cockiness and confidence and she's confident. Large projects that the city has, they've seen it with Synergy Billing and their Fountainhead project. There is no way that a two year limit they could get a large project like that even off the ground because it hasn't happened. They're just now beginning on that property over there. To have four year terms gives the Commission the ability to have stability up here, to know the Commission that "we're" working with not just the Commission that you as business owners and citizens have but who "we're" working with and what "we're" looking for as our goals for the future of this city as well because we're all citizens too. It's not like they were hired by somebody to come in here as strangers and not living here. We live here. We care about this city and we certainly aren't getting rich sitting here. Commissioner Currie stated she takes a lot of grief for $8,000 a year. Grant it, she didn't get rich in her previous public service job and she took a lot of grief there. She has thick skin and can take it, not a big deal but she certainly wouldn't be sitting here for $8,000 a year if she just wanted to cause everybody heartache. She could go do that elsewhere. She does it because she loves her city, she loves working for the people, she loves working for the businesses, and she tries to do the right thing all the time. There's not a soul that could come to that podium right there and tell her that any of her votes have ever been, either for or against something that was not for the people of this city because she has never done that. There's not a soul here in this audience or a soul in this city that can come here and stand and tell her that because that has never happened. She has always done what is in the best interest of the city. As far as the Civil Service Board is concerned, the Commission did try to seat a Board. They can't go drag people in here. She means, if people don't want to serve, they don't want to serve. She's sorry. It's sort of cumbersome if they don't have people that want to serve. They can't get people to do some volunteering anywhere within our city. So, they're certainly not going to sit on a Civil Service Board. As they have been told by the City Manager, he explained the reasons why. The city covered it under the city's Charter Review. She believes, wholeheartedly, with every sense of her being, that people did not understand the issue. That's what she believes. She believes if the citizens are educated and understand what the issue with the Civil Service Board is, it's going to pass without a problem. She also doesn't believe that the citizens understood the term issue. She believes the main thing there was because the city was saying that there was no reason that the Mayor's position shouldn't be the same as the Commission up here and people had a problem with that and she still doesn't understand that but apparently she's not allowed to have that put on the ballot either because she thinks that's a crazy hot mess. Why would you have two 2 year term limits for the Mayor and the rest of the Commission can run ramped. It doesn't make sense to her. As far as this being put back on the ballot again and people indicating that they were told ten years. You were told ten years for a Charter Review. That's what you were told not that this wouldn't be put back on the ballot. You were told ten years for another Charter Review. It's exactly what you were told. Go back and read the minutes, they're available. She would look forward to anybody that wants to run against her in an election. She did it for two years. She looks forward to the challenge. If they want to find someone to run against her because you don't like the way she's going to vote tonight, she looks forward to it. Please do.

Commissioner Byrnes stated Mr. Forte, if an employee is not a member of a union and they believe that they have been unfairly treated, fired, had action taken against them, what is their direction?
Mr. Forte stated they can still use the union grievance procedures. They just won't be represented by the union's legal counsel.
Attorney Simpson stated he would add to that. That they do not have a choice of using the Civil Service.
Mr. Forte stated they have to use the union.
Attorney Simpson stated the Civil Service Act says that if you're in a bargaining unit position not whether you are a member or not, the union contract covers all bargaining positions, the union contract can select its own grievance process or it can select the Civil Service. The contract can identify it not both. So, if you are in a bargaining unit…it doesn't use the word bargaining unit position, it says if your salary and benefits and personnel policies are governed by the union contract, well, that's a bargaining unit position, technically. Your grievance process is set forth in the union contract. All of the city's union contracts use binding arbitration. None of them utilize and nor have they ever utilized Civil Service. The only people who can go to the Civil Service Board regarding grievances are those whose positions are not bargaining unit positions. Those are known as managerial positions, right?
Mr. Forte stated you have middle managers and upper managers, yes.
Attorney Simpson stated and the issue there is, the review standard at the Civil Service Board is abuse of discretion. That's the most lenient standard review that any board can have. Did the person issuing the discipline or making the decision abuse their discretion? I'll ask you, if somebody serves at the will of the City Manager, at their absolute sole discretion, how can you abuse it? I don't have to give you a reason to fire you. You serve at my pleasure. How can I abuse that? You can't. The people who think they have some protection under Civil Service, don't. They really don't. There's nothing there. They do have a detriment though. As they talked, because there is this Civil Service name in the city's Charter, they are not entitled to the same retirement benefits as other employees,

managerial employees in other cities. They can't qualify for senior management benefits.

Commissioner Byrnes stated it's tough to fight ignorance. He attempted to do this the last time this was brought out and some ignorant citizens decided that they were going to fight the Civil Service change because they didn't understand all of this stuff that really does nothing for the employees at all but because some of these ignorant folks are more noisy than some other folks, the truth doesn't get out there. He is hoping that there is going to be somebody out there that is going to be out there helping to support getting the truth out there because to have the city burn with the Civil Service…this is not the 1800's where a new administration comes in and everybody's fired and all their friends are hired. We're in a different place in the world now and Civil Service, at least the way it is in our Charter, in our city, it's time to end because it does not help the employees. It merely has the city in a constant state of not following what their Charter says they have to do because the city doesn't have people that want to serve on a board that does nothing. He's hoping that it will be easier to fight that ignorance. He wants to go back in time to 1997, which is when they had the four year terms put on the ballot and they were passed overwhelmingly by the people because they trusted the Commission that was in office at that time. At that time, the people that were pushing for the four year terms went and talked to all the former Mayors and looked at the records. In the entire history that they could find because as you go back it's harder to find history of the city, there was not a mayor who served more than eight years in a row and so, that's why there's a two term limit because it was two (2) four year terms for the mayor. Now again, in their ignorance, the people who decided that came in with pitch forks and torches that said, "we got to get rid of these four year terms", the same people that gave the city two city managers in a row that he would have never had hired and he thinks did very poor things for our city. When they went back to the two year terms, they didn't take the term limit out. Now they have a situation that the city has one of the best teams that this city has had in the entire thirty something years that he has been in public service but because of the ignorance of the term limit, they now have a mayor who is termed out who lives in his district and who has already announced he is going to run for this seat. Commissioner Byrnes stated he is spending from now until the actual qualifying period deciding, "Am I going to run against one of the most popular and best Mayors we've ever had?" Or, "Am I going to run because I believe I've done a great job and I think a majority of the citizens think I've done a great job, as showing I've beat the same opponent in three elections." Elections are there for them to find out the true will of the people and he doesn't care if it had been on the ballot ten times before. He's actually questioning in his own mind, the three that several people had brought up because he remembers it was in 2012…

Mayor Penny stated it was 2010, 2011 and 2015.

Commissioner Byrnes stated yes and during the administration that was in office during the 2010 period, that was placed there through a lot of ignorance, who had members who didn't even live in the city, he wouldn't have voted for longer terms. So, that was a reactionary vote against the people that were in there. He is hoping that ignorance doesn't rule in this. That they get a city that is solid because not having staggered terms means this next election everybody could be out and they could have people that are reactionary, just like they had before, that have no interest or knowledge of government who sit there and make ignorant decisions because they have not studied the issues. He is hoping that the majority of the citizens and he believes they will, will support bringing back the four year terms, which may or may not affect him, depending on whether or not he decides to run or not run. He really likes this team and he believes that John Penny has been the linchpin in this team. The saddest part of this is the two term limit on the Mayor and he wishes that was in this also but he can see that's not where they want to be tonight. Let's hope that ignorance does not rule. That the city does not have to have concerns about violating the Charter because no one wants to serve on a board that does nothing.

Commissioner Via stated he too, appreciates all the comments they've had from the audience tonight and from their business community. It's obviously an issue that brings out a lot of emotion from both sides and you definitely have both sides of the coin. He will tell them he's out right now walking and talking because as most of them know, he's already campaigning. They might have seen him in some of their neighborhoods. He has been talking to a lot of people lately and he brings this up, he's gotten positive responses back from his members of the community and from the business people he's spoken to. When they talk about what has happened with previous elections, for instance, in 2015 they had a very low voter turnout and it failed by thirteen votes. He doesn't think that's an overwhelming reason to say, "You know what? We shouldn't put that back on this ballot." And the reason is, is because as they talked about, there were many other things on that ballot that failed. For instance, the term limits on the Mayor. It failed overwhelmingly. The Commission is not putting that back on because he doesn't believe that's what this Commission wants to do but at the same time, every day of the week that he is up on the dais, he will always vote to allow the citizens to voice their voice through their vote. He did it with the sales tax issue that they had a few weeks ago and tonight he will be doing it the same. He believes in the election. He believes in the will of the voters and he believes, if this comes back and 60% or 70% of the people say they don't want this, so be it. They will have two year terms. What he is looking at, they will have an election every two years. They will and every two years the voters will be able to have their say. They will be able to go to the polls and if they don't like what's going on, at least they will be able to take out two of the Commissioners and maybe even three and if it's on the election year that they get three then they can do whatever they want to the city's staff, they can change anything around that they want to do. What he is trying to say is, there is positives and negatives to both sides of the issue but when they look at it, he thinks that the positives outweigh the negatives. As he said before he will always vote to allow the voters to speak and have their say. Now, when the Commission talks about the Civil Service Board, he was that Commissioner that was conflicted that the city wasn't following its Charter. He thinks the citizens didn't really understand that the Civil Service Board is really not in effect anymore and that it's actually hurting the employees more than it's doing any good. That, for him, was a no-brainer to put back on the ballot. He thinks that once the people are educated about that, they will vote for that. With all this being said, as he's said, he trusts in the will of the voter and he will not be out campaigning for this one way or the other. He's out doing his own thing. He's running for a two year term but he would like the voters to be able to have their say and he will trust in their will. So, he will be voting yes tonight.

Commissioner Danio stated obviously, there's a lot of controversy but it looks like this is going down. Like Commissioner Via said, he thinks the Commissioners said it best, having stability and continuity. Commissioner Danio stated he believes there is a time and season for things and this is probably that time and season to get some of that stability. Let the voters vote and see what happens. That's all he has to say.

Mayor Penny stated this seems like such a simple question and it's been one of the most difficult issues of his elected career. He has sleepless nights over this issue because he struggles with his personal feelings. He truly believes that four year terms with staggered terms is the best for this city. However, it has been asked and answered three times and then you study the data, who was asked and who answered. Attorney Simpson, who do elected officials represent? The citizens, the voters, the tax payers or the businesses?

Attorney Simpson stated, everyone.

Mayor Penny stated and that's his conflict. They have business owners here that say this is the best thing since sliced bread, they want to move forward, they want to have continuity in their community and in their leadership then they have citizens that are voters. That have been asked the question and answered the question. Light voter turnout Commissioner Via alluded to in 2015 was 10%, in 2011 in was 7%. Mayor Penny stated when he's struggling with an issue he tries to look at the data and look for clear answers but he doesn't see any answers from the business community. They have a handful in this audience today, five, maybe six, of business owners that own and live in the city. If you are one, you have yet to be applauded and he thanks them. They are an endangered species because most of the people who have businesses in the community sleep somewhere else. It was brought to his attention, reminded him, he knew it but businesses pay more than 50% of the ad valorem taxes but yet, many of the business owners don't get a vote. Is that taxation without representation? Didn't they have a big riot over that a couple of hundred years ago? He's been truly conflicted. If his kid keeps asking him the same question, he tries to wear him down so he'll give him a different answer and then he thinks, what is the harm? This isn't our decision. Our only decision tonight is to let the voters decide and it's a difficult decision. He was here when all three of these votes were cast. He was an elected official at that time, the other Commissioners weren't. So, he thinks he's in a unique predicament here. "They've asked Penny three times and he's been told three times but he's not listening." That's the difficult thing. The Civil Service is clear cut to him. It's an education thing but the length of terms is a more difficult decision for him. Attorney Simpson, do they need to talk about language now before they vote on this? Do they vote on this and then address the language? How does that work?

Commissioner Via stated, if he could Mayor. He was with Mr. Forte in his office and there was some language that he thinks the City Commission should look at tonight. Just little revisions. He asked Mr. Forte to prepare that for the Commission.
Attorney Simpson stated to sort of answer the Mayor's question, there's probably no reason to consider language unless there's a consensus, at least, that there's a majority of the Commission that they want to put the question in some form or fashion out and then, he doesn't know that they need to vote on that but he thinks the Commission can tell from the comments that were made, that there seems to be…
Mayor Penny stated seems like there is consensus to him.

Attorney Simpson stated so that it goes forward. So, before they vote on the actual Ordinance, that would be approving the language. Grant it, it comes back for second reading, it can be modified between first and second reading, but it would probably be appropriate to modify the language and then vote on it for first reading. It appears that there is consensus that both questions will be presented to the voters.
Commissioner Via stated in particular, Mayor, if you take a look at the Civil Service Act…
Attorney Simpson stated and just know that, the only limitations they get is 75 words in their ballot summary and what the law says is the purpose of the ballot summary is to basically describe the primary purpose of the ballot issue, the ballot intent, the chief purpose is what's stated in the Florida Statutes. In the ballot summary they give the "chief purpose" of the measure and then they also have the ballot title, which is limited to 15 words.
Commissioner Via stated in particular Mayor, if you look at the Civil Service Act, I believe it explains it more clearly and gets to the point, as well as, the revised for the term lengths. In particular, I found it to be confusing when it said, "two (2) years" and then "four (4) year" staggered terms. It sounds like it's four year staggered terms. That may be a question for Attorney Simpson.
Mayor Penny asked Attorney Simpson if he has reviewed the revised language for each question.
Attorney Simpson stated he is right now.
Commissioner Byrnes stated the wording, Mr. Forte, the better benefits that would be received, would be at no extra cost to the city?
Mayor Penny stated oh, no.
Mr. Forte stated, no. That's not true. There is a cost to the city.
Commissioner Byrnes stated okay, that's what he wanted to find out.
Mr. Forte stated he doesn't know specifically the difference in the contribution rate but there is an additional cost.
Commissioner Byrnes stated they questions don't have to be permanent tonight, right? They can pass this and say these are the ones they are looking at but if they go home and say they want to change it, they can do it at the next reading.
Commissioner Via stated at second reading.
Commissioner Currie made a motion to ***AMEND*** *the original motion to the* ***REVISED*** *version of the Civil Service Act to read, "The Civil Service Act is no longer being used for the hiring, oversight or termination of any of the City's employees. The City has a Human Resources Manager who handles much of the responsibilities and most employees are now covered by union contracts"; and then to accept the* ***REVISED*** *version of the term of office to read, "The Charter limits the term of office of the Mayor and Commissioners to two years. This amendment proposes four year staggered terms for elected offices. If approved, the Mayor and two Commissioners will be elected during one election cycle and the other two Commissioners will be elected in the next election cycle two years later, maintaining an election every two years", seconded by Commissioner Byrnes.*
Mayor Penny asked if there were any more comments from the Commissioners.
Commissioner Currie stated she can't tell them how proud of the fact that since they had a new City Manager, after her first few years, she can't tell them how refreshing it's

been, because she feels as though they are serving the people better. They have more transparency because her first three years in office, definitely none of that existed and she had to fight tooth and nail for everything and still didn't get the truth most times. She just wants to say, she can't be more pleased with the current situation of this city.
Commissioner Via stated he agrees. He thinks the previous votes came at a turbulent time for the city and he thinks they are moving in the right direction. He thinks the citizens feel that way from the people that he's spoken with.
Mayor Penny stated he doesn't recall who said it but he wrote down a note to himself, "accessibility with a ?" There was a comment made that the only time this Commission is accessible is during election time and he thinks nothing can be further from the truth. If someone sends him an email or a text or stops by his house or stops him in Publix, comes to his office, this Commission, he believes, bends over backwards to meet with anyone, any time that is reasonable.
PASSED, 4-1. (Mayor Penny voted, no.)

RESULT:	**APPROVED AT 1ST READING [4 TO 1]**	**Next: 4/10/2018 7:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via	
NAYS:	Penny	

ORDINANCE

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

3. <u>Resolution</u>

Resolution 2018-R-21 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Foreclosure Registrations with ProChamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
PROCHAMPS item has been moved to the end of the meeting under Public Hearing, per Mr. Forte. Mr. Forte stated they are piggybacking off the pricing of the Jacksonville contract but the terms of the city's Ordinance are more stringent than Jacksonville's contract so the city will still follow the timeline. In the Jacksonville contract it expires September 30, 2018 but it has two (2) one year renewals allowable on it. The city will have two years and six months under this contract.

Mayor Penny opened public participation. No one spoke.

Commissioner Byrnes stated he just wants to remind people how this is important because one of the things he does is real estate photography and he deals with a lot of foreclosed and abandoned properties and he was under the impression that with the economy getting better that, that was going away. There's still a lot of foreclosures happening. There's still a lot of vacant and often abandoned properties. There's still times when he goes to a property that's supposed to be abandoned and no one's living there, that someone comes out and ask what is he doing there, you can't take pictures of my house and he has to tell them that yes, he can take pictures of the property because the bank owns it and not him/her. It still going on out there. A lot of the properties end up in very bad shape because the squatters have no interest in fixing them and mowing the lawns and when they're abandoned there's nobody there to do it either. He is glad the city is taking this step. As someone mentioned earlier, this is one of those ways it's going to help clean up some of the neighborhoods.

Commissioner Currie stated as she stated when they saw this at the last meeting, she believes this is the first step in many to help in cleaning up their city. She is glad they are moving forward with this.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

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

9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte showed an aerial picture to the Mayor and City Commissioners asking for direction and support to authorize a negotiation for sale of property received by the County. The property is located by Peacock Road and it's a very wooded area with adjoining parcels that nothing can be done to them and the County can't do nothing with them. There was ***CONSENSUS*** from the Mayor and Commissioners for Mr. Forte to negotiate a sale of the property as outlined in red on the map.

Mr. Forte reminded them that the city still owns 647 Ridgewood Avenue, where the Brassworks building is and also the property that is across from Marina Grande that was acquired. It was a small trailer park and they're just sitting there off the tax rolls. He has Nick Conte putting together a solicitation package to go ahead and advertise those for proposals of which they have to do because they are in the CRA. He wants to get direction from the Commissioners to go ahead and proceed forward with that. They mentioned several times tonight, there were comments about the conditions of peoples property in this city and they have the Brassworks property which looks horrible and the city is just as guilty. The city needs to clean it up and frankly, he would like to tear the building down because he doesn't think it has any purpose. They can probably spend $4,000 or $5,000 to raise that building and remove that nuisance.

Mayor Penny stated he wholeheartedly agrees. Bill Arthur gave him a great lesson one time. Bill Arthur said, "the definition of blight is if the property is worth more without the building on it", and that couldn't be a truer statement for this property.

Mr. Forte stated if there's no opposition, he would like to go ahead and get pricing to get that building torn down.

Mayor Penny stated he thinks they should go even farther and research any surplus property that the city has. He knows that they went down Riverside Drive, they're not going down that rabbit trail again.

Mr. Forte stated that's all they have right now. Anything else that the city has is park related properties. To his knowledge, he doesn't know if they have any others. Staff will try and do another search but the city has the deeds of all the properties marked out on a map in the City Clerk's office and he can't identify any other properties that the city owns.

Mr. Forte stated the last thing that he has is that he talked with them a little about scheduling workshop sessions during the day. He has a list of items that really need to be workshopped with the Commission, everything from SHADE meetings to Union contracts to a number of items dealing with land use, development, future land use maps, concurrency issues, there's a lot of issues in the Finance Department, HTE, computer upgrades, various policies, terminating grandfather clauses throughout the city for different things, a couple of other projects and in order to get some direction from the Commission, he would like to go ahead and hold some workshops. It seems the evenings are not a good time, prior to the meetings are not a good time and he thinks for the most part, most of the Commissioners can get here around 3:30 PM on Wednesdays. If that's okay with them, he will start to schedule them and they will probably be out by 5:00 PM. He would anticipate four or five work sessions coming up over the next couple of months.

a.

Request Authorization to Negotiate Sale of Property Received from Volusia County on a Tax Sale

(Requested by Joseph Forte, City Manager)

<< This document is too large to display in this window. You must open this document in Word to see its contents. >>

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Via thanked everyone for coming out; sometimes a little disagreement is a good thing. They're not always going to agree on everything, that's the purpose of having this board, that's the purpose of having elections and that's the purpose of their democracy here, their republic. At the end of the day he knows that he did what's best for the city in his heart.

Commissioner Danio stated tough meeting. Like Commissioner Via said sometimes they have to agree to disagree and tonight was one of those nights. Unfortunately, when they have ten people looking at a certain issue, five are going to see it one way and five are going to see it the other but he does believe that its time just because in terms of losing Mayor Penny because of a term issue, he thinks that is a detriment and he thinks that if the city had this in place last time, they wouldn't have this problem and secure a better and stable environment for businesses and citizens as the city moves forward. Like he said before, there's a time and season. He appreciates everybody coming out.

Commissioner Currie thanked everybody for coming out and always appreciates what everyone has to say and as she stated in her comments so passionately, she always tries to do her work for the best of the citizens and the business community and her employees. She thinks all three matter. She thanked the Easter Bunny for helping out at the event and thanked city staff that worked the Easter Egg event.

Commissioner Byrnes thanked all the employees that were involved with the Easter Egg event. Thanked everyone that came forward to speak tonight, especially the new faces. He used the word "ignorance" in his comments and ignorance is not a bad word because ignorance is curable. Stupid is not but ignorance is curable. So, hopefully, people will look at the actual issue and their ignorance will be cured.

Commissioner Via thanked staff for the Easter Egg event; thanked Chief Aldrich for the officers that were at the event for the kids. Every day on Facebook he's seeing all the good the officers are doing at the schools and in the community, hearing from the neighbors that the officers are driving through the neighborhoods so he just wanted to commend the Police Department.

D. Mayor's Comments
Mayor Penny thanked staff for the Easter Egg event and will be doing a workshop to make it even better next year; passion and anger when viewed from the outside, many people can't tell the difference, especially if you were watching them and couldn't hear them. So, whatever side you're on, it's the community and he hopes that they can be civil, that it can be informative, they can be passionate about informing people about whatever side of the issue they want to fall on but he hopes the challenge is it's not going to become personal and it doesn't become nasty and it doesn't tear the city apart because his mission, being their Mayor for the last, almost four years, was to try and bring positivity and he witnessed negativity here tonight. It's okay to disagree but he doesn't think they need to fight over it. At United Brethren in Christ church on Flomich, they talked about the Easter Egg hunt, UBIC is doing a play and there's two more

opportunities to see it if they would like to on the 29th and 30th evening at 7:30 PM, no cost. He went Sunday and it's the Gospel of Mark told from beginning to end by five people. Five very talented people. It's free; just show up.

10. ADJOURNMENT

The meeting adjourned at approximately 8:45 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● APRIL 4, 2018

Large Conference Room	Work Session	3:30 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

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

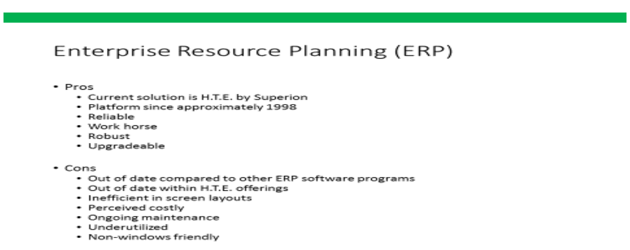
2. VARIOUS WORKSHOP ITEMS FOR DISCUSSION

John McKinney, Finance Director, showed a PowerPoint presentation to the Mayor, Commissioners and staff on the following items:

1. ERP System Upgrade
2. Investment Policy
3. Fund Balance Policy
4. Purchasing Policy
5. Current and Future Debt Service Needs
6. Ballot Language (if time allows, by the City Manager)

Mr. McKinney briefly discussed the following slides:

Enterprise Resource Planning (ERP)



Enterprise Resource Planning (ERP)

- Staff Recommendation is to stay with H.T.E.
  - Upgrade to their Naviline Hosted Solution
  - Within 6 months upgrade to HTML5 version
  - More efficient
  - Better tools available
  - Attend upcoming training on platform
  - Require no long term staff dedicated to implement
- Upgrade Complimentary Interfaces
  - AnalyticsNow
  - Inventory / Work Orders
  - Payment Portal
  - Fleet Software
  - BEACON (Utility Billing)

Enterprise Resource Planning (ERP)

- Enhancements
  - User interface
  - Functionality
  - Reporting options
  - Ability to utilize barcoding
  - Windows friendly
  - Ability to instantly access customer accounts
- Implementation
  - July 2018 for Naviline
  - August 2018 for Barcoding
  - October 2018 online portal
  - January 2019 for HTML5
- Cost to Implement $205,379
- Budgeted $500,000

Enterprise Resource Planning (ERP)

• H.T.E. Estimated 20 Year Cost	$3,006,998
• Comparable Software 20 Year Cost	$3,233,957
• Estimated Variance Over 20 Years	($226,959)

Investment Policy

Investment Policy

The purpose of an Investment Policy is to set forth the investment objectives and parameters for the management of the funds of the City. The Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

Investment Policy

Objectives

1. Safety of Principal
2. Maintenance of Liquidity
3. Return on Investment

Investment Policy

- Florida Statute Section 218.415
  - Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body. The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses
- City Charter Article III
  - Section 20 (6) Submit to the City Commission and make available to the public a complete report on the finances.....
  - Section 20 (7) Make recommendations to the City Commission concerning the affairs of the city
- Chapter 30 Finance
  - Section 30-28 At the close of each fiscal year, the unspent or unencumbered balance of each appropriation .... shall be subject to future appropriations
- Resolution 2010-R-64 Section 1-1
  - Provide flexibility to respond to unexpected opportunities

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Fund Balance Policy

Fund Balance Policy

The City should establish and maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

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Fund Balance Policy

The policy should provide a(n)

- Definitions of Resources
- Spending Order of Fund Balance
- Established Reserve Balance Target
- Replenishment of Reserve Deficits
- Utilization of Reserves
- Annual Review and Determination

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Fund Balance Policy

- **Fund Balance** – The difference between assets and liabilities in a governmental fund.
- **Non-Spendable Fund Balance** – Such as inventory or long-term receivables.
- **Restricted Fund Balance** – Amounts that can be spent only for specific purposes stipulated by external resource providers such as creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.
- **Committed Fund Balance** – Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution or ordinance) of the City Commission, the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specified use by taking the same type of formal action (resolution or ordinance) it employed to commit those amounts.
- **Assigned Fund Balance** – Amounts established by City management intended to be used for specific purposes.
- **Unassigned Fund Balance** – The residual classification representing fund balance that has not been restricted, committed or assigned and is available for general purposes.

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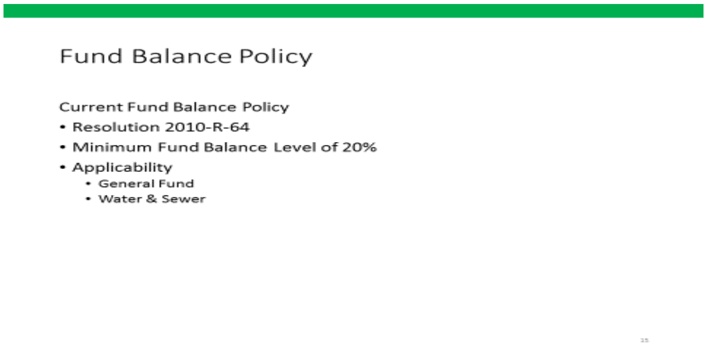

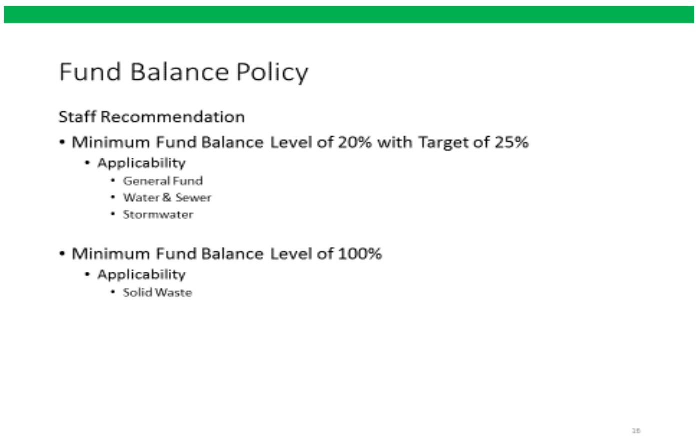

Mr. Forte had a few minutes to ask about the ballot language before second reading on Tuesday, April 10th. Mr. Forte wanted to get clarification so the Ordinance can be updated before the agenda item was sent out. There was ***consensus*** from the Mayor and Commissioners for the ballot summaries to read as follows for second reading on April 10th:

Elimination of Civil Service Act: Since the creation of the Human Resources Division and the establishment of employee union contracts, the Civil Service Act is no longer utilized for the hiring, promoting, oversight or discipline of City's employees. Repealing Civil Service will allow the City to continue to hire, promote and discipline according to the City's adopted Personnel Rules and Regulation.

Four Year Staggered Terms: The current City Charter limits the term of office of the Mayor and Commissioners to two years. This amendment proposes four year staggered terms for elected offices. If approved, the Mayor and two Commissioners will be elected during one election cycle and the other two Commissioners will be elected in the next election cycle two years later, maintaining an election every two years.

Mr. Forte informed them that the last two items from tonight's workshop session, Purchasing Policy and Current and Future Debt Service Needs will be scheduled for Wednesday, April 10, 2018 at 3:30 PM. Mr. McKinney will go over those during that workshop session.

3. ADJOURNMENT

The workshop adjourned at approximately 5:00 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 24, 2018**
FROM: **Valerie Manning**
SUBJECT: **Resolution 2018-R-23 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor to Execute the Sixth (6Th) Amendment to the Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.**
NUMBER: **(ID # 2001)**
APPLICANT:
PLANNER:

DISCUSSION:

The attached Interlocal Agreement provides for the establishment of the East Volusia Fire / EMS automatic aid and closest unit response team with the City of Holly Hill.

The "Sixth Amendment" will allow for the cities of Daytona Beach, Daytona Beach Shores, South Daytona, Edgewater, New Smyrna Beach, Port Orange, Holly Hill and the Town of Ponce Inlet to be once again, a party to the agreement. These cities, along with Holly Hill, desire to modify and continue the Interlocal Agreement to provide for an efficient service delivery model for the eastern region.

This agreement is scheduled to expire on September 30, 2022 or may be terminated with 180 day notice.

Fire Chief Bland has informed staff that no changes have been made to the Sixth (6th) Amendment of the Interlocal Agreement and is satisfied as submitted to the City Commission for approval.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Recommend approval of the Sixth Amendment to the Interlocal Agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-23, AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH (6th) AMENDMENT TO THE INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM.

ATTACHMENTS:

- Establishment of the Interlocal Agreement for Fire-Rescue - EMS Services - 2004 (PDF)
- CLEAN COPY - Sixth Amendment - Interlocal Agreement (PDF)

Resolution No. (ID # 2001)

RESOLUTION 2018-R-23 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH (6TH) AMENDMENT TO THE INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-23

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH (6th) AMENDMENT TO THE INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the cities of Holly Hill, Daytona Beach, Ormond Beach, Edgewater, New Smyrna Beach, Port Orange, Daytona Beach Shores, South Daytona, and the Town of Ponce Inlet authorized an Interlocal Agreement to provide for an emergency closest unit response system, regardless of jurisdictional boundaries; and

WHEREAS, all being governments in the State of Florida, and constitutes the "Sixth Amendment" (*see attached*) to the Interlocal Agreement providing for the establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; and

WHEREAS, the cities of Edgewater, New Smyrna Beach, Port Orange, South Daytona, Daytona Beach, Daytona Beach Shores, Ormond Beach, Holly Hill and the Town of Ponce Inlet desire to modify and continue the Interlocal Agreement to provide for an efficient service delivery model for the eastern region; and

WHEREAS, the Interlocal Agreement provides for amendments by mutual written agreement of the cities.

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

<u>SECTION 1.</u> The City Commission of the City of Holly Hill hereby authorizes the Mayor to execute an Amendment to the Interlocal Agreement providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System. A copy of the said "Sixth Amendment" is attached hereto, for reference**.** This agreement is scheduled to expire on September 30, 2022 or may be terminated with 180 day notice.

<u>SECTION 2.</u> This "Sixth Amendment" shall become effective upon each of the respective government's approval and execution of this "Sixth Amendment" to the Interlocal Agreement. This "Sixth Amendment" to the Interlocal Agreement shall remain in full force and effect for those governments approval and executing this "Sixth Amendment", notwithstanding the failure of any of the herein named governments to approval and execute this "Sixth Amendment". This "Sixth Amendment" to the Interlocal Agreement shall be filed and recorded with the Clerk of Circuit Court of Volusia County, Florida.

<u>SECTION 3.</u> If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

<u>SECTION 4.</u> That all resolutions made in conflict with this Resolution are hereby repealed.

<u>SECTION 5.</u> That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this <u>24th</u> day of <u>APRIL</u>, 2018.

Interlocal Agreement Providing For The Establishment Of The East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid And Closest Unit Response System

This Interlocal Agreement, made and entered into the date hereafter provided pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the signing Local Governments set forth herein, including one or more of the following: City of Daytona Beach, City of Edgewater, City of Holly Hill, City of New Smyrna Beach, City of Ormond Beach, City of Port Orange and City of South Daytona, hereinafter the "Local Governments", all being local governments in the State of Florida, establishing a Fire-Rescue and Emergency Medical Services Automatic Aid Agreement and Closest Unit Response System to provide for the closest unit(s) to respond to a fire, rescue and emergency medical services, or other disaster that endangers life and or property.

WITNESSETH:

WHEREAS, the Parties to this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 as set forth in Section 163.01, et seq. Florida Statutes (hereinafter the "Act") to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is a purpose of the Act to provide a means by which the Local Governments may exercise their respective power, privileges and authority which they may separately exercise, but pursuant to this Interlocal Agreement and Cooperation Act may exercise collectively; and

WHEREAS, the Local Governments have previously endorsed a Memorandum of Understanding for the establishment of the East Volusia Municipal Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; and

WHEREAS, these Local Governments now desire to further enhance emergency services and establish and provide for a Regional Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; and

WHEREAS, the additional benefits afforded the citizens of the respective Local Governments are in their best interest of each Local Government;

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

SECTION 1: That the above recitals are true and correct and are hereby adopted, incorporated into and made an integral part hereof.

SECTION 2. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, ladder truck, tower, squad or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue and other support vehicles units will be the closest units of appropriate type to provide the configuration for the mitigation of emergency incidents regardless of jurisdiction and will be dispatched in accordance with established Fire and EMS protocols as agreed to by the Fire Chiefs and as otherwise required by law. It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred. Mitigation of the incident shall include closest unit response necessary to provide support to the jurisdictions responding to the emergency incident.

SECTION 3. The Fire Chief of each Local Government, or their designees, for the participating Local Government shall have the responsibility to develop, establish, implement, maintain and amend from time to time standards and procedures for utilization by the Local Governments as follows: (1) dispatch protocols regarding fire-rescue and emergency medical services response; (2) a common Incident Command System; (3) a Personnel Accountability System; (4) closest unit response districts (5) any other procedures that provide for enhanced services or efficiencies providing for a rapid and seamless Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System; (6) a records management system with the specific purpose of providing data for analyzing all aspects of responses between participants; and (7) on an annual basis, review all applicable data and report to the Managers of each Local Government in detail, on the number, type, situation found, action taken and time of involvement of responses out of jurisdiction. The Local Government shall utilize foregoing standards and procedures effective upon execution of this Interlocal Agreement.

SECTION 4. Communications between participating dispatch agencies will be through the use of the VC Wide 1 hailing channel and as otherwise identified by the fire chiefs in writing from time to time. The requesting agency will make the request for a participating member to be dispatched and assign a radio channel that the assisting member should respond on. If the request is for an incident already in progress, whereby a tactical channel is in use, it will be the responsibility of the requesting agency to "patch" the incoming unit(s) from the assigned radio channel to the working tactical channel.

SECTION 5. It is hereby recognized that in providing closest unit response, one participant may provide services to another participant that exceeds another responding participant's reciprocal responses to that one participant whereby a disproportionate level of service exchange occurs. For the purposes of this Interlocal Agreement, compensation, either in direct dollars or in-kind services, shall be paid if the total difference in the number of responses between two participating Local Governments exceeds twenty-five (25) calls per year. A response shall be counted if the apparatus dispatched initiates a response regardless of disposition of the call.

The participants agree that the formula to be used in determining the compensation rate shall be as follows: The sum of all participants' Fire-Rescue and Emergency Medical Services approved fiscal year budgets, as of September 30, including indirect cost, divided by the sum of all participants' responses during the calendar year after the budgets used in this calculation were approved shall equal the per response rate. The per response rate times the number of responses by the responding Local Government in excess of 25 to any other Local Government shall equal the payment due the responding Local Government. Fees shall be payable on February 1, in the year 13 months after the end of the calendar year used for the calculation, unless other agreements are in place between the Local Governments. (Example: Sum of FY 03-04 Budgets as of September 30, 2004 divided by the sum of calendar year 2004 responses equals response rate. Response rate times the difference in the number of calls between responding Local Governments in excess of 25 equals the payment due on February 1, 2006 to the Local Government responding in excess of 25 calls.)

SECTION 6. This agreement shall not prohibit any two of the participating Local Governments from entering into a mutual supplemental interlocal agreement modifying the response rate or remuneration between the two neighboring Local Governments, where response disparities may exist and remuneration may be otherwise negotiated and agreed upon. In the event of such a supplemental agreement the negotiated rate or remuneration shall be binding only on the two Local Governments executing the supplemental agreement and upon recording the Interlocal Agreement Supplement.

This Interlocal Agreement does not prohibit any Local Government from entering into interlocal service agreements or contracts with other governmental entities that serve to enhance their Fire and Emergency Medical Services capability. Whenever a participant enters into a separate agreement, whereby the first due geographical area served extends beyond the participating government's corporate boundaries, then that area shall be considered as an integral component of the participant's jurisdiction and the separate agreement shall require each of the participating governments to fully adhere to all of the terms and conditions of this Interlocal Agreement. The second governmental entity shall be identified as an agent of the government participating pursuant to this Interlocal Agreement for purposes of calculating remuneration. The government participating pursuant to this Interlocal Agreement shall be responsible for any and all payments to its agent. The other participating Local Governments shall respond to the expanded first due geographical area as fully as if it were within the corporate jurisdiction of the participating Local Government and the second governmental entity under the expanded area agreement shall respond reciprocally to the other participating Local Governments entering into this Interlocal Agreement.

SECTION 7. It is understood and agreed that this agreement does not preclude any participating Local Government from providing or utilizing mutual aid within Volusia County or in the event of a major disaster assistance through the Statewide Mutual Aid System, or any other such standing mutual aid agreement.

SECTION 8. That any Party, independent of the other Party's interests, may terminate the agreement by providing the other Parties with at least one hundred eighty (180) days written notice of the intent to terminate the agreement.

SECTION 9. All participants shall provide Advance Life Support Emergency Medical Services from each fire station within their respective jurisdiction. It is further agreed that each fire station shall be staffed and respond with a minimum of three State Certified Firefighters. Said firefighters shall also possess either EMT or Paramedic Certification as issued by the State of Florida and shall be authorized to work in Volusia County. Any exceptions to this section shall not be effective unless approved by a majority vote of the participants and shall be envisioned as a system wide enhancement.

SECTION 10. It is understood and agreed that any expansion of the Fire, Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System Agreement requires the unanimous decision of all participants.

SECTION 11. The Local Governments shall defend, save and hold harmless, and indemnify each other Local Government (inclusive of its officers, employees, authorized agents, and representatives) from any and all actions, suits, claims, demands, liabilities, costs, and expenses for bodily injury, sickness, disease, death or property damage or loss of use thereof (including reasonable attorney fees and taxable costs through and including any and all appeals), arising from any act or omission by any Party to this agreement (inclusive of its elected and appointed officers, employees, authorized agents, and representatives) as a result of the acts of any signature Parties activities pursuant to this agreement.

SECTION 12. Each participating Local Government expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

SECTION 13. This Interlocal Agreement may be amended by mutual written agreement of the Parties. Any amendments to this Interlocal Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

SECTION 14. This agreement shall become effective on when filed with the Clerk of the Circuit Court. This Interlocal Agreement shall remain in effect for five years and may be extended for an additional term of five years upon written approval of the Parties.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned have entered into this Interlocal Agreement in counterparts on the date and year hereafter written for the purpose of compiling, filing and recording this Interlocal Agreement.

THE CITY OF DAYTONA BEACH

By: Yvonne Scarlett-Golden
Yvonne Scarlett-Golden, Mayor

Attest: Jennifer L. Thomas
Jennifer L. Thomas, City Clerk

Date: December 22, 2003

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2003, by Yvonne Scarlett-Golden and Jennifer L. Thomas, as Mayor and City Clerk, respectively, of The City of Daytona Beach, on behalf of the City. They are personally known to me or have produced ____________ as identification.

NOTARY PUBLIC STATE OF FLORIDA
DEBORAH E. FOSTER
MY COMMISSION # DD 107461
EXPIRES: April 8, 2006
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

Deborah E. Foster
Notary Public, State of Florida at Large

Commission No.____________

Approved as to legal form:

Robert G. Brown, City Attorney

CITY OF EDGEWATER

By: Donald A. Schmidt
Mayor

Attest: [signature]

Date: 1-12-04

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12 day of January, 2004, by Donald A. Schmidt and Susan J. Wadsworth, as mayor and City clerk, respectively, of the City of Edgewater, on behalf of the city. They are personally known to me or have produced ______________ as identification.

Lisa Bloomer
MY COMMISSION EXPIRES
March 3, 2006
#DD096809
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Lisa Bloomer
Notary Public, State of Florida at Large

Commission No. DD096809

CITY OF PORT ORANGE

By: Dorothy L Hukill
Mayor

Attest: Kenneth W. Parker

Date: ______________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of February, 2004, by Dorothy L. Hukill and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, on behalf of the city. They are personally known to me or have produced N/A as identification.

Rebecca L. Groom
Notary Public, State of Florida at Large

Rebecca L. Groom
MY COMMISSION # CC958783 EXPIRES
August 6, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Commission No.: ______________

CITY OF NEW SMYRNA BEACH

By: James L. Vandergrift
Mayor

Attest: John E. Hagood

Date: 1/29/04

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of January, 2004, by James L. Vandergrift and John E. Hagood, as Mayor and City Clerk respectively, of the City of New Smyrna Beach, on behalf of the city. They are personally known to me or have produced ______________ as identification.

Janice L. Brandt
Notary Public, State of Florida at Large

Commission No. ______________

Janice L Brandt
MY COMMISSION # DD084835 EXPIRES
January 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CITY OF SOUTH DAYTONA

By: Joe M. Piggotte
Mayor

Attest:______________________________

Date: January 14, 2004

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of January, 2004, by Joe M. Piggotte and Joseph W. Yarbrough, as Mayor and City Manager, respectively, of the City of South Daytona, on behalf of the City. They are personally known to me.

Debbie G. Moore
Notary Public, State of Florida at Large

Commission No. CC 914647

DEBBIE G. MOORE
MY COMMISSION # CC 914647
EXPIRES: May 15, 2004
Bonded Thru Notary Public Underwriters

CITY OF HOLLY HILL

By: Wm D. Arthur
Mayor

Attest: Jeanee P. Clauss

Date: 02-06-04

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6 day of February, 2003, by William Arthur and Jeaneen Clauss, as Mayor and City Clerk, respectively, of the City of Holly Hill, on behalf of the city. They are personally known to me or have produced — as identification.

Elizabeth M. Cassidy
Notary Public, State of Florida at Large

Commission No. 2-18-07

ELIZABETH M. CASSIDY
MY COMMISSION # DD 168147
EXPIRES: February 18, 2007
Bonded Thru Notary Public Underwriters

CITY OF ORMOND BEACH

By: Fred Costello
Fred Costello, Mayor

Attest: Isaac D. Turner
Isaac D. Turner, City Manager

Date: January 28, 2004

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of January, ~~2003~~ 2004, by FRED COSTELLO and ISAAC D. TURNER, as MAYOR and CITY MANAGER, respectively, of the City of Ormond Beach, on behalf of the city. They are personally known to me or have produced N/A as identification.

Veronica S. Patterson
Notary Public, State of Florida at Large

Commission No. DD018263

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
VERONICA S PATTERSON
COMMISSION NUMBER
DD018263
MY COMMISSION EXPIRES
MAY 12,2005

SIXTH AMENDMENT

TO INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM

This Agreement, made and entered into the date hereafter provided pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet (herein "Parties") all being governments in the State of Florida, and constitutes the Sixth Amendment to the Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System (herein "Interlocal Agreement").

WHEREAS, the Parties entered into this Interlocal Agreement which was recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical

Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; and

WHEREAS, the Fifth Amendment of the Interlocal Agreement extended for an additional term expiring on September 30, 2018, and

WHEREAS, the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet desire to modify and continue the Interlocal Agreement to provide for an efficient service delivery model for the eastern region; and

WHEREAS, the Interlocal Agreement provides for amendments by mutual written agreement of the Parties.

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The premises set forth above are true, correct and form a material part of this Sixth Amendment to the Interlocal Agreement.

2. The terms and conditions of the Interlocal Agreement recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida, amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; are hereby restated and incorporated as if fully set forth herein except for:

> SECTION 14. This Interlocal Agreement as amended is hereby extended for an additional 4-year term expiring on September 30, 2022.

3. This Sixth Amendment shall become effective upon each of the respective government's approval and execution of this Sixth Amendment to the Interlocal Agreement. This Sixth Amendment to the Interlocal Agreement shall remain in full force and effect for those governments approval and executing this Sixth Amendment, notwithstanding the failure of any of the herein named governments to approval and execute this Sixth Amendment. This Sixth Amendment to the Interlocal Agreement shall be filed and recorded with the Clerk of Circuit Court of Volusia County, Florida.

4. All other terms and conditions of the Interlocal Agreement as amended shall remain in full force and effect except as modified by this Sixth Amendment.

IN WITNESS WHEREOF, the Parties by and through the undersigned have entered into this Sixth Amendment to the Interlocal Agreement in counterparts on the date and year hereafter written for the purpose stated above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ATTEST: **CITY OF EDGEWATER**

____
Robin L. Matusick
City Clerk/Paralegal

____
Michael Ignasiak
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ___________________________, 2018 by MICHAEL IGNASIAK and ROBIN L. MATUSICK, as Mayor and City Clerk/Paralegal, respectively, of the City of Edgewater, on behalf of the City. They are personally known to me or have produced __________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST: **CITY OF NEW SMYRNA BEACH**

____
Johnny R. Bledsoe
City Clerk

____
Jim Hathaway
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ____________________________, 2018 by JIM HATHAWAY and JOHNNY R. BLEDSOE, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, on behalf of the City. They are personally known to me or have produced _________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST:	**CITY OF PORT ORANGE**
______________________________	______________________________
Robin L. Fenwick City Clerk	Donald O. Burnette Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ____________________________, 2018 by DONALD O. BURNETTE and ROBIN L. FENWICK, as Mayor and City Clerk, respectively, of the City of Port Orange, on behalf of the City. They are personally known to me or have produced _________________ as identification.

Seal/Stamp	______________________________ Notary Public, State of Florida at Large

ATTEST:

CITY OF SOUTH DAYTONA

____
Debbie Fitz-Gerald
Deputy City Clerk

____
William C. Hall
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ______________________________, 2018 by WILLIAM C. HALL and DEBBIE FITZ-GERALD, as Mayor and City Clerk, respectively, of the City of South Daytona, on behalf of the City. They are personally known to me or have produced __________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST:

CITY OF DAYTONA BEACH

____
Letitia LaMagna
City Clerk

____
Derrick L. Henry
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ______________________________, 2018 by DERRICK L. HENRY and LETITIA LAMAGNA, as Mayor and City Clerk, respectively, of the City of Daytona Beach, on behalf of the City. They are personally known to me or have produced __________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST:

Cheri Schwab
City Clerk

CITY OF DAYTONA BEACH SHORES

Harry Jennings
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ______________________________, 2018 by HARRY JENNINGS and CHERI SCHWAB, as Mayor and City Clerk, respectively, of the City of Daytona Beach Shores, on behalf of the City. They are personally known to me or have produced __________________ as identification.

Seal/Stamp

Notary Public, State of Florida at Large

ATTEST: **CITY OF ORMOND BEACH**

______________________________ ______________________________

Scott McKee
City Clerk

Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ____________________________, 2018 by BILL PARTINGTON and SCOTT MCKEE, as Mayor and City Clerk, respectively, of the City of Ormond Beach, on behalf of the City. They are personally known to me or have produced _________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST:

CITY OF HOLLY HILL

____
Valerie Manning
City Clerk

____
John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ____________________________, 2018 by JOHN PENNY and VALERIE MANNING, as Mayor and City Clerk, respectively, of the City of Holly Hill, on behalf of the City. They are personally known to me or have produced _________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

ATTEST:

TOWN OF PONCE INLET

____
Kim Cherbano
City Clerk

____
Gary L. Smith
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________ day of ____________________________, 2018 by GARY L. SMITH and KIM CHERBANO, as Mayor and City Clerk, respectively, of the City of Town of Ponce Inlet, on behalf of the City. They are personally known to me or have produced _________________ as identification.

Seal/Stamp

____
Notary Public, State of Florida at Large

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE:	**April 24, 2018**
FROM:	**John McKinney**
SUBJECT:	**Chapter 30 - FINANCE CODE OF ORDINANCES ARTICLE IV SPECIAL ASSESSMENTS FIRST READING - Ordinance 3003 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 30 (FINANCE), Article VI (SPECIAL ASSESSMENT), Sections 30-80 - 30-83 Amending Terms and Conditions of the Special Assessments for Unreimbursed Expenses for Remedying Code Violations and Special Assessments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**(ID # 2005)**
APPLICANT:	
PLANNER:	

DISCUSSION:

The City of Holly Hill is amending the Code of Ordinance Chapter 30 Article IV Special Assessment by amending and clarifying how an assessment is handling and the definition of public nuisance. This first reading of the Ordinance would be an amendment to Chapter 30 “Finance” of Sections 30-80 thru 30-83.

FISCAL ANALYSIS:

There is no cost to the city to initiate this ordinance change.

STAFF RECOMMENDATION:

That the City Commission approve Ordinance 3003, as submitted by staff.

COMMISSION GOAL:

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

<u>Goal #2</u>: 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.

<u>MOTION:</u>

APPROVE FIRST READING OF ORDINANCE 3003, AMENDING CHAPTER 30 (FINANCE), ARTICLE VI (SPECIAL ASSESSMENT), SECTIONS 30-80 - 30-83 AMENDING TERMS AND CONDITIONS OF THE SPECIAL ASSESSMENTS FOR UNREIMBURSED EXPENSES FOR REMEDYING CODE VIOLATIONS AND SPECIAL ASSESSMENTS.

Ordinance No. (ID # 2005)

CHAPTER 30 - FINANCE CODE OF ORDINANCES ARTICLE IV SPECIAL ASSESSMENTS FIRST READING - ORDINANCE 3003 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 30 (FINANCE), ARTICLE VI (SPECIAL ASSESSMENT), SECTIONS 30-80 - 30-83 AMENDING TERMS AND CONDITIONS OF THE SPECIAL ASSESSMENTS FOR UNREIMBURSED EXPENSES FOR REMEDYING CODE VIOLATIONS AND SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3003

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 30 (FINANCE), ARTICLE VI (SPECIAL ASSESSMENT), SECTIONS 30-80 - 30-83 AMENDING TERMS AND CONDITIONS OF THE SPECIAL ASSESSMENTS FOR UNREIMBURSED EXPENSES FOR REMEDYING CODE VIOLATIONS AND SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously adopted Sections 30-80 - 30-83 to create a special assessment district for code assessments, but these provisions were never implemented; and

WHEREAS, the City is proceeding with the implementation of levying a special assessment for unreimbursed costs incurred by the City in remedying code violations and public nuisances; and

WHEREAS, certain changes are needed to implement this assessment process consistent with the policy of Volusia County and other changes to implement the assessment program; and

WHEREAS, words which are underlined (<u>underlined</u>) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 30 (Finance), Article IV (Special Assessment), Section 30-80- 30-83 to read as follows:

ARTICLE IV. - SPECIAL ASSESSMENT

Sec. 30-80. - Notice of assessment.

Upon completion of the actions undertaken by the city to remedy the violation(s) or public nuisance(s) on the property which exceed the threshold amount established by City and County policy, the city manager, or his/her designee, shall notify the owner in writing that a special assessment has been imposed on the property. The assessment of the city shall encompass, in addition to the cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posts and publication expenses, as well we other direct or indirect costs associated therewith, but shall not include any code enforcement fines. The lien upon the property shall be superior to all others except taxes as previously set forth herein. ~~The notice shall be delivered to the owner in the manner set forth for delivery of the notice of remedy in subsection (f) "Enforcement",~~ The notice of assessment shall be delivered to the owner by certified mail return receipt requested, first class mail and posting the property and ~~the notice of assessment~~ shall set forth the following:

(1) A description of the violation(s), a description of the actions taken by the city to remedy the violation(s), and the fact that the property has been assessed for the costs incurred by the city to remedy the violation.

(2) The aggregate amount of such costs and an itemized list of such costs.

(3) The intent of the city to record the assessment as a lien against the property if not paid timely, within the period of 30 days as set forth herein.

(4) The intent of the city to place the assessment on the tax roll as a non-ad valorem assessment if not paid by ~~the following December~~ June 1.

(5) The potential for the property to be subject to the sale of a tax certificate, bearing interest by law at a rate as high as 18 percent per annum, if the non-ad valorem assessment is not paid as part of the tax bill on the property.

(6) The potential for the property to be sold and conveyed by tax deed if the tax certificate is redeemed by payment of the non-ad valorem assessment in full, plus interest, as required by Florida law.

Sec. 30-81. - Assessments for public nuisances.

(a) *Establishment of special assessment district.* The City of Holly Hill in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special-assessment district for the purposes of abating and remedying violation(s) as provided under city regulations. Individual properties within the city's boundaries, as they may exist from time to time, may be assessed for the costs incurred by the city in abating and remedying violations as provided under city regulations.

(b) *Levy of non-ad valorem assessments.* There is hereby levied, and the city commission is authorized to levy from time to time, a non-ad valorem assessment against each and every property in the city: i) on which there occurs or has occurred a city code violation<u>(s) or public nuisance(s) which have been determined to exist through code enforcement or other legal proceedings</u> ~~exists~~; ii) on which the city undertakes or has undertaken action pursuant to city regulations to abate and/or remedy the violation<u>(s) or public nuisance(s)</u> and, thereby, incurs or has incurred costs; and iii) the owner of the property fails or refuses, or has failed or refused, for whatever reason, to pay timely the amount owed to the city for the costs incurred by the city in carrying out such abatement and remedy.

(c) *Collection of non-ad valorem assessments.* The city commission elects to use the uniform method to impose and collect non-ad valorem assessments against properties on which violations of city codes <u>or public nuisances</u> have occurred, the city incurs or has incurred costs to abate and/or remedy the violation<u>(s) or public nuisance(s)</u> and the property owner has failed to reimburse the city. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

Sec. 30-82. - Procedure for utilizing special assessments.

(a) *Agreement to reimburse the Volusia County Property Appraiser and the Volusia County Tax Collector.* In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the city is authorized to enter into a written agreement with the Volusia County Property Appraiser and the Volusia County Tax Collector providing for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

(b) *Adoption of a resolution.* The city will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The city commission will adopt a resolution in accordance with F.S. § 197.3632(3), which resolution shall state the following:

(1) The city's intent to use the uniform method of collecting non-ad valorem assessments.

(2) The city's need for the imposition of the non-ad valorem assessments.

(3) The entire city is declared a special-assessment district, with individual properties being subject to the non-ad valorem assessment from time to time if and when code violations are remedied and/or abated by the city.

(c) *Annual non-ad valorem assessment roll.* Each year, the city commission will approve a non-ad valorem assessment roll at a public hearing between January 1 and September 15. The non-ad valorem assessment roll will be comprised of properties that have had levied against them non-ad valorem assessments under this section, and such assessments have not otherwise been paid in full prior to approval on the roll.

(1) The city manager, or his/her designee, is authorized and directed each year to prepare the notice that must be sent by first-class United States mail, as required by F.S. §

197.3632(4)(b).

(2) The notice to be sent by first-class United States mail will be sent to each person owning property that will be on the non-ad valorem assessment roll and will include the following:

a. The purpose of the assessment.

b. The total amount to be levied against the parcel, which includes the actual cost incurred by the city.

c. A statement that failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

d. A statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice.

e. The date, time, and place of the hearing.

(3) Upon its approval by city commission, the non-ad valorem assessment roll will be certified to the tax collector as required by law.

Sec. 30-83. - Transition period.

Non-ad valorem assessments to recover the actual costs incurred by the city in remedying violations <u>or public nuisances</u> as allowed pursuant to the Code of Ordinances prior to the effective date of the actions required in section 30-82 may be levied against the affected properties and, if not timely paid in full, may be placed on a non-ad valorem assessment roll at the next available opportunity. All actions taken by city officials and employees to that end are ratified and confirmed herewith.

<u>SECTION 2.</u> 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.

<u>SECTION 3.</u> That all ordinances made in conflict with this Ordinance are hereby repealed.

<u>SECTION 4.</u> That this Ordinance shall be posted at City Hall as required by law.

<u>SECTION 5.</u> Scrivener's Errors - Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

<u>SECTION 6.</u> That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of APRIL, 2018 for first reading.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **April 24, 2018**
FROM: **John McKinney**
SUBJECT: **Chapter 30 Finance Code of Ordinances - Article III Purchasing Procedures FIRST READING - Ordinance 3004 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 30, "Finance" of the City of Holly Hill and Replacing it with a New Chapter 30, "Finance"; Amending Chapter 30, Article III, Purchasing Procedures of the City of Holly Hill; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 1992)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill is restating the Code of Ordinance Chapter 30 Purchasing Procedures in its entirety by stating that the City Commission shall establish by resolution purchasing policies and procedures.

The Ordinance would be an amendment to Chapter 30 “Finance” of Sections 30-56 thru 30-74 in its entirety and replacing it.

GUIDING LAWS AND POLICIES

Chapter 30 Finance Article III

- Section 30-56 thru 30-75 Purchasing Procedures

Resolution 2018-R-xx “Purchasing Policy”

This amendment moving the purchasing policy to a resolution will allow for the policy to be dynamic and allows for easy change with changing conditions that require modification.

FISCAL ANALYSIS:

There is no cost to the city to initiate this ordinance change.

STAFF RECOMMENDATION:

That the City Commission approve Ordinance 3004, as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE FIRST READING OF ORDINANCE 3004, REPEALING THE EXISTING CHAPTER 30, "FINANCE," OF THE CITY OF HOLLY HILL AND REPLACING IT WITH a NEW CHAPTER 30 "FINANCE"; AMENDING CHAPTER 30, ARTICLE III PURCHASING PROCEDURES OF THE CITY OF HOLLY HILL.

Ordinance No. (ID # 1992)

CHAPTER 30 FINANCE CODE OF ORDINANCES - ARTICLE III PURCHASING PROCEDURES FIRST READING - ORDINANCE 3004 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 30, "FINANCE" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW CHAPTER 30, "FINANCE"; AMENDING CHAPTER 30, ARTICLE III, PURCHASING PROCEDURES OF THE CITY OF HOLLY HILL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3004

AN ORDINANCE OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 30, "FINANCE," OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW CHAPTER 30 "FINANCE"; AMENDING CHAPTER 30, ARTICLE III PURCHASING PROCEDURES OF THE CITY OF HOLLY HILL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its purchasing procedures by the repeal of its current Chapter 30, "Finance", of the City's Finance Code, and replacing it with a new Chapter 30 "Finance", of the City's Finance Code; and

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 Finance Code; and

WHEREAS, by providing for provisions that the Purchasing Policy be adopted by resolution that this allows the purchasing policy to be dynamic and allows for easy change when changing conditions require modification to the purchasing policy; and

WHEREAS, the revised Chapter 30, "Finance", includes adopted reference that the Purchasing Policy will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

WHEREAS, the City Commission of the City of Holly Hill, Florida finds that the revised Chapter 30, "Finance" maintains a sound and sustainable financial plan for the city.

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

SECTION 1. Legislative Findings and Intent. Chapter 30, "Finance", of the City's Code of Ordinances, is hereby amended by repealing the existing Chapter 30 Sections 30-56 thru 30-74 in its entirety and replacing it to read as follows:

CHAPTER 30 - Finance

Article III. Purchasing Policies & Procedures

Sec. 30-56 Purchasing Policy & Procedures

Purchasing Policy & Procedures shall be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees.

~~Sec. 30-56. - Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Contractual services* shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, leases and concessions, demolition of buildings, rental, repair or maintenance of equipment, machinery and other city owned property, and other like services. The term "services" shall not include professional services which are unique in their nature and not subject to competition under state statute or city ordinance nor shall it include full-time employees of the city.~~

~~*Purchasing agent* shall mean the city manager or the person designated to act as purchasing agent.~~

~~*Supplies* shall mean and include all supplies, materials and equipment.~~

~~*Using agency* is any division, department, agency, commission, board, committee, authority, or other unit in the city government using supplies or procuring contractual services as provided for in this article.~~

~~Sec. 30-57. - Purpose.~~

~~The purpose of this article is to prescribe the manner in which the city shall control the purchase of materials, supplies, equipment, and certain contractual services of the city, and to maintain a high ethical standard for all officers and employees of the city in connection therewith.~~

~~Sec. 30-58. - Requisition and estimates.~~

~~All using agencies, either by or with the authorization of the administrative head under which the using agency operates, shall file with the agent detailed requisitions or estimates of their requirements in supplies and contractual services in such manner, at such times, and for such future period as the purchasing agent shall prescribe. A using agency shall not be prevented from filing, in the same manner, with the purchasing agent at any time a requisition or estimate for any supplies and contractual services, the need for which was not foreseen when the detailed estimates were filed.~~

~~Sec. 30-59. - Encumbrance of funds.~~

~~Except in cases of emergency, the purchasing agent shall not issue any order for delivery on a contract or open market purchase until the finance officer shall have certified, after pre-audit, that there is to the credit of the using agencies concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order.~~

~~Sec. 30-60. - Unauthorized purchases.~~

~~(a) It shall be unlawful for any city officer or employee to order the purchase of any materials, supplies, equipment, and certain contractual services, or make any contract within the purview of this article other than through the purchasing agent and any purchase, order or contract made contrary to the provisions hereof shall not be approved and the city shall not be bound thereby.~~

~~(b) There shall be no exceptions by any using agency to the above provisions, except as may be specifically authorized by the city manager in writing stating the reasons for such exceptions.~~

~~(c) This section shall not apply to any emergency purchase which is subsequently approved by the purchasing agent or city manager upon justification by the using agency.~~

~~Sec. 30-61. - Subdividing contracts to avoid compliance.~~

~~No contract or purchase shall be subdivided to avoid the requirements of this article.~~

~~Sec. 30-62. - Provisions for binding arbitration prohibited.~~

~~The city shall not enter into any contract for the purchase of supplies, equipment, capital improvements or professional services, which provides for binding arbitration of all disputes arising under the contract. The city commission may at its sole discretion choose to allow~~

~~arbitration clauses to be included in any contract.~~

~~Sec. 30-63. - Formal contract procedure.~~

~~(a) All supplies, equipment and contractual services, except as otherwise provided herein, when the cost thereof shall exceed $25,000.00, shall be purchased by formal, written contract and/or purchase order from the lowest and best responsible bidder, after due notice inviting proposals; provided, however, that the city commission shall have authority to waive execution of a formal contract in cases where it deems it advisable to do so.~~

~~(b) Notice inviting bids shall be published once in at least one official newspaper having general distribution in the city and at least five working days preceding the last day set for the receipt of proposals. The newspaper notice required herein shall include a general description of the articles to be purchased, shall state when and where bid blanks and specifications may be secured if required, and the time and place for opening of bids or for mandatory pre-bid meetings.~~

~~(c) When deemed necessary by the purchasing agent, bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of surety where the agent has required such. A successful bidder shall forfeit any surety required by the purchasing agent upon failure on his part to enter into a contract within ten days after the award.~~

~~(d) Sealed bids shall be submitted to the purchasing agent and shall be identified as bids on the outside of the envelope. Bids shall be opened in public at the time and place stated in the public notice and shall be witnessed and recorded. A tabulation of all bids received shall be made and shall be available for public inspection.~~

~~(e) Cooperative and piggyback procurements.~~

~~(1) Goods and services may be procured without competitive selection pursuant to a current, valid cooperative contract, provided that the prices and other terms of the city procurement must be fair and reasonable.~~

~~(2) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions:~~

~~a. Where the contract being piggybacked is another local government entity's contract, the contract being piggybacked must have been the result of a competitive solicitation. Where the contract being piggybacked is with a state or federal entity, the contract being piggybacked must not have been an emergency or sole source procurement.~~

~~b. The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.~~

~~c. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.~~

~~(f) City direct purchase of materials for use in a contracted public works project. Procurement of~~

~~supplies or materials may be made without competitive selection where the supplies or materials are procured by the city as an owner direct purchase for incorporation into a public work as defined by applicable state law, and the contract for the project was previously awarded by the city and included the cost of the supplies or materials. In such event, the city will procure the supplies or materials in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.~~

~~(g) Other procurements authorized without competitive selection. The following goods and services may be procured without competitive selection:~~

~~(1) Goods that are in their nature unique, such as works of art for public places.~~

~~(2) Contracted personal services that due to required special skill, ability, training, or expertise, are in their nature unique, original, or creative, such as artistic services, accounting services, actuarial services, land use planning, academic or training programs by individuals, appraisal services, health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration, and performances by professional entertainers as allowed by Florida Statute.~~

~~(3) Electric and other utility services that are offered only on a competitive basis or pursuant to tariffed rates.~~

~~(4) Goods or services provided by other governmental entities.~~

~~(h) Cooperative purchasing. The city commission may elect to join with other governmental units in cooperative purchasing ventures when the best interests of the city would be served thereby, provided the same is in accordance with all applicable laws.~~

~~(I) Alterations or modifications of contracts. Where in the opinion of the city manager it becomes necessary for the prosecution of any work or improvement under contract to make alterations or modifications in such contract, such alterations or modifications may only be effected as follows:~~

~~Any modification to any contract which changes the original contract price by more than $25.000.00 must be authorized by the city commission. Modifications to any contract which changes the original contract price by less than $25,000.00 must have prior authorization by the city manager. After commission approval of any change orders the city manager's authority shall be reset up to $25,000.00.~~

~~Sec. 30-64. - Rejection of bids and negotiation.~~

~~If the bid is $25,000.00 or less, the purchasing agent shall have the authority to reject any and all bids. If the bid is in excess of $25,000.00, the city commission shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the city commission does not make additional funds available, the appropriate authority designated above shall have the power to readvertise the item for bidding after making substantial changes in the project plans to bring the cost within the limit of the money available. The city may choose to award a project up to the budgeted amount based upon pricing structures within the bid on a not to exceed contractual basis.~~

~~Sec. 30-65. - Waiver of irregularities.~~

~~The city commission shall have the authority to waive irregularities in any and all formal bids as long as the waiver does not deprive the city of its assurance that the contract will be~~

~~entered into, performed and guaranteed according to the city's specified requirements and as long as the waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding.~~

~~Sec. 30-66. - Award of contracts-Generally.~~

~~All contracts, when the sum is $25,000.00 or less, may be awarded by the city manager to the lowest and best bidder. All contracts when the amount of a contract is in excess of $25,000.00, the city commission may award to the lowest and best bidder, or may delegate to the city manager the power to award such contract to the lowest bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:~~

~~(1) The ability, capacity and skill of the bidder to perform the contract.~~

~~(2) Whether the bidder can perform the contract within the time specified, without delay or interference.~~

~~(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.~~

~~(4) The quality of performance of previous contracts.~~

~~(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.~~

~~(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.~~

~~(7) The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.~~

~~(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.~~

~~(9) The number and scope of conditions attached to the bid.~~

~~Sec. 30-67. - Same-Award to other than low bidder.~~

~~When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the agent, included in the minutes typed on the tabulation sheet, which must be signed by the agent and filed with the other papers relating to the transaction. Award of all tie bids $25,000.00 or less in value shall be made by the purchasing agent. All tie bids $25,000.00 or more shall be awarded by the city commission.~~

~~Sec. 30-68. - Reserved.~~

~~Sec. 30-69. - Quality control.~~

~~In addition to any other powers and duties conferred by this article, the purchasing agent shall act to procure for the city the highest quality in supplies and contractual services at least expense to the city and shall:~~

~~(1) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.~~

~~(2) Establish, and amend when necessary, all rules and regulations authorized by this article and any others necessary to its operation not in conflict herewith.~~

~~(3) Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations.~~

~~(4) Prescribe and maintain a standard purchasing manual for all using agencies.~~

~~(5) Prescribe and maintain such forms as he shall find reasonably necessary to the operation of this article.~~

~~(6) Prepare and adopt a standard purchasing nomenclature for using agencies and suppliers.~~

~~(7) Prepare, adopt and maintain a vendors' catalog file. Such catalog shall be filed according to materials and shall contain descriptions of vendors, commodities, prices and discounts.~~

~~(8) Exploit the possibilities of buying "in bulk" so as to take full advantage of discounts.~~

~~(9) Act so as to procure for the city all tax exemptions to which it is entitled.~~

~~(10) Cooperate with using agencies so as to secure for the city the maximum efficiency in budgeting and accounting.~~

~~(11) Have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the city for a stated period of time.~~

~~(12) Prepare or assist in the preparation of specifications for equipment, supplies, materials and services required by all divisions of the city government, and also receive and coordinate all requests for the purchase of materials, supplies, equipment and services for the city.~~

~~Sec. 30-70. - Open market procedures.~~

~~(a) All purchasing of supplies and contractual services of a total cost up to $25,000.00, may be made in the open market without newspaper advertisement and without observing the procedure prescribed by this article for formal purchasing or sales procedures.~~

~~(b) All open market purchases or sales shall, whenever possible, comply with the following requirements:~~

~~(1) Up to $1,000.00 can be purchased on a purchasing card or through a check request form or any other form approved by the city manager. Purchasing card limits shall be $500.00 per transaction or up to $1,000.00 as determined by the city manager.~~

~~(2) From $1,001.01 up to $1,500.00 shall obtain one verbal quote and shall require a purchase order.~~

~~(3) From $1,501.01 up to $5,000.00 shall obtain three verbal quotes and shall require a purchase order.~~

~~(4) From $5,001.01 up to $25,000.00 shall obtain three written quotes and shall require a purchase order.~~

~~(c) Alternative procurement method. Notwithstanding any other provision of this chapter to the contrary, any purchase of used vehicles or used equipment may be made through a bid at a~~

~~public auction, or through negotiations, when such method(s) are approved by the city manager.~~

~~(d) Petty cash funds; authorization and procedures. Each department may establish a petty cash fund not exceeding an operating amount of $1,000.00. The finance director shall, with the concurrence of the city manager, establish appropriate and reasonable operating amounts for such funds within the limit set forth above and establish procedures for the operation and accounting for such funds within acceptable accounting practices.~~

~~Sec. 30-71. - Negotiated purchases regardless of cost.~~

~~Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of $25,000.00 must be approved by the city commission prior to execution by the city.~~

~~Sec. 30-72. - Emergency purchases.~~

~~(a) In case of an apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the purchasing agent shall be empowered to secure by open market procedure as herein set forth, at the lowest obtainable price, any supplies, equipment or contractual services not exceeding $50,000.00. The purchasing agent has the authority to act in the case of any emergency that might affect the health, safety and welfare of the city. Such action shall be reported at the next regular meeting of the city commission.~~

~~(b) In case of actual emergency and with the prior consent of the purchasing agent, the administrative heads may purchase directly any supplies or equipment whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health or convenience of citizens. The administrative head shall, within three days, send to the purchasing agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency. The report shall be submitted to the city commission at its next regular meeting.~~

~~(c) The purchasing agent shall prescribe, by rules and regulations, the procedure under which emergency purchases by heads of using agencies may be made.~~

~~Sec. 30-73. - Surplus property.~~

~~(a) All using agencies shall submit to the purchasing agent, at such times and in such form as prescribed, reports of property, surplus, and equipment which are no longer used or which have become obsolete, worn out, scrapped or otherwise not necessary for the operations of the city.~~

~~(b) The purchasing agent shall have the authority to transfer surplus property to other using agencies.~~

~~(c) The purchasing agent shall have the authority to dispose of all surplus property with a value of less than $10,000.00 in any appropriate legal manner, or to exchange the same for, or trade in the same on, new property. Sales under this section shall be made to the highest responsible bidder and in conformance with competitive conditions. Sales of surplus property of a value in excess of $10,000.00 shall require approval of the city commission.~~

~~(d) The city commission has the authority to approve the sale or transfer of any surplus property, regardless of value, without seeking the highest responsible bidder and without complying with competitive conditions, if the city commission determines that it is in the best interest of the city to dispose of said surplus property by some other means, such as a negotiated purchase price or donation to a charitable organization.~~

~~Sec. 30-74. - Performance, bid and payment bonds.~~

~~(a) Except as hereinafter provided, a contractor or vendor submitting a bid pursuant to section 30-63 shall provide a corporate surety bond from a surety company authorized to do business in the state to guarantee the full and faithful performance of his contract obligations and the payment of labor and materials expended pursuant to the contract. The contractor shall also be required to provide a bid bond to assure that the contractor executes the contract and provides a performance and payment bond or alternate security, if necessary. All such bonds shall be approved as to form by the city attorney.~~

~~(b) In lieu of providing the above required bonds, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit or a security of the type listed in F.S. ch. 625, pt. 2. The alternative form of security shall be of a value equal to the contract price. The alternative security shall be made payable to or in favor of the city. The contractor shall execute and deliver to the city an agreement setting forth such terms and conditions as the city may require, in its sole discretion, providing for the use and release of such alternative security.~~

~~(c) All contracts for the purchase or construction of city property shall be subject to the bonding requirement, except the following projects shall be exempt from the requirement of a performance and payment bond:~~

~~(1) Contracts involving an expenditure of less than $25,000.00, and~~

~~(2) Contracts in which the city is not obligated to make any payment until the final product, service or project is submitted and accepted by the city, with prior approval of the city commission.~~

~~Sec. 30-75. - Reserved.~~

~~Sec. 30-76. - Regulations.~~

~~The purchasing agent shall adopt such written regulations and procedures as may be necessary for the implementation of this article. Such regulations and procedures shall become effective when approved in writing by the city manager. Copies of the regulations shall be on file in the office of the purchasing agent and shall be made available for public inspection during normal business hours.~~

~~Sec. 30-77. - Applicability of purchasing guidelines.~~

~~The purchasing guidelines in this article shall be applicable to the expenditure of any funds of the city, including community redevelopment tax increment revenue and grant funds, unless other purchasing requirements are specifically applicable.~~

~~Sec. 30-78. - Local bidder preference.~~

~~(a) *Legislative findings/intent.* The city annually spends significant amounts on purchasing~~

~~personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate/city limits of the City of Holly Hill, and the city commission has determined that funds generated in and from the Holly Hill community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the City of Holly Hill to give a preference to local businesses in the corporate/city limits of the City of Holly Hill and within Volusia County in making such purchases whenever the application of such a preference is reasonable in light of the dollar value of proposals received in relation to such expenditures.~~

~~(b) *Definitions*. [The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]~~

~~*County business* means a vendor or contractor who has paid its local business tax to the City of it permanent address at least 12 months prior to bid or proposal opening date; does business in the Volusia County community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of Volusia County in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.~~

~~*Local business* means a vendor or contractor who has paid its local business tax to the City of Holly Hill at least 12 months prior to bid or proposal opening date; does business in the Holly Hill community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of Holly Hill in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.~~

~~*Local preference in purchasing and contracting.*~~

~~(1) In competitive bidding for, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies of the city, the city commission, or other authorized purchasing authority, shall give a preference to local businesses in making purchases or awarding contracts.~~

~~(2) If a local business is located within the city limits of the city, that business shall receive the bid preference set forth in this article; and a county business which is located within Volusia County is a bidder, that business shall receive the bid preference set forth in this article.~~

~~(3) The bid preference to be awarded in this article shall be for businesses residing within City Limits an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed $25,000.00 for procurement activities in amounts over $25,000.00.~~

~~(4) The bid preference to be awarded in this article shall be for businesses residing within county limits an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed $15,000.00 for procurement activities in amounts over $25,000.00.~~

~~(5) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other appropriate authority.~~

~~(6) In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent of the total points of the total evaluation points and county businesses shall be assigned three percent of the total points of the total evaluation points.~~

~~(c) *Exceptions to local preference policy.*~~

~~(1) The procurement preference set forth in this article shall not apply to any of the following purchases or contracts:~~

~~a. Good or services provided under a cooperative purchasing agreement or interlocal agreement;~~

~~b. Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission;~~

~~c. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;~~

~~d. Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies; or~~

~~e. Purchases with an estimated cost of less than $25,000.00.~~

~~(2) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation by the city manager and approval of the city commission.~~

~~(3) The preference established in this article does not prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.~~

~~(4) The bid preference established in this article does not prohibit the city commission, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the preference authorized in this article.~~

~~(5) This article is not intended to remove the rights of the city commission as set forth in section 30-64, Rejection of bids and negotiation; section 30-65, Waiver of irregularities; [and] section 30-67, Same-Award to other than low bidder.~~

~~(d) *Application and enforcement of preference policy.*~~

~~(1) The local preference policy established in this article shall apply to new contracts and procurements solicited after the effective date of this article.~~

~~(2) This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.~~

~~(e) *Promulgation of rules.*~~

~~(1) The city manager is hereby authorized to adopt administrative rules supplemental to the provisions of this article as deemed necessary and appropriate to implement the provisions of this article.~~

~~(2) The provisions of this article and the rules adopted by the city manager shall be provided to potential bidders, vendors and contractors to the widest extent practicable.~~

~~Sec. 30-79. - Contracting for professional services governed by the Consultants' Competitive Negotiations Act ("the Act").~~

~~For all professional services within the scope of the Act the city will follow the procedures set forth in F.S. § 287.055.~~

~~Sec. 30-79.1. - Procedures for the purchase of real property.~~

~~The city shall follow the procedure set forth in F.S. § 166.045 when acquiring real property.~~

Sec. 30-57 --- 30-79 Reserved

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend and restate Chapter 30 “Finance”.

SECTION 3. Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Holly Hill. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

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

SECTION 5. Conflicts. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinances, are hereby repealed to the extent of any conflict.

SECTION 6. Severability. If any Section or portion of a Section of this

Ordinance 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 Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 24th day of APRIL, 2018 for first reading.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**April 24, 2018**
FROM:	**John McKinney**
SUBJECT:	**Resolution 2018-R-24 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Fund Balance 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; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**(ID # 1990)**
APPLICANT:	
PLANNER:	

DISCUSSION:

That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill, does hereby adopt Fund Balance Policy attached to the Resolution as "Fund Balance Policy" (Exhibit "A") which may later be amended by the City Commission.

The City hereby establishes and will maintain reservations of Fund Balance in accordance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

Chapter 30 Finance Section 30-28 states that at the close of each fiscal year, the unspent or unencumbered balance of each appropriation shall be subject to future appropriations. So per the Investment Policy, staff will invest all reserves per the objectives and parameters for the management of these funds.

The policy establishes a targeted minimum and maximum reserve balances of all of the City's Operating Funds Unassigned Fund Balance based on prior fiscal year operating expenditures and transfers out budgeted for the funds.

FISCAL ANALYSIS:

There is no cost to the city to initiate this policy.

STAFF RECOMMENDATION:

That the City Commission approve Resolution 2018-R-24, as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-24, CREATING THE CITY OF HOLLY HILL'S FUND BALANCE POLICY.

ATTACHMENTS:

- Exhibit A 2018 FUND BALANCE POLICY (PDF)

Resolution No. (ID # 1990)

RESOLUTION 2018-R-24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL'S FUND BALANCE 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; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-24

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL’S FUND BALANCE 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 EFFECTIVE DATE.

WHEREAS, pursuant to the City Charter, the City Manager has the responsibility for managing the annual budget for the City; and

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 Fund Balance.

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

<u>SECTION 1.</u> <u>Legislative Findings and Intent</u>. 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.

<u>SECTION 2.</u> <u>Commission Approval</u>. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Fund Balance Policy incorporated herein as Exhibit “A”.

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

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

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

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

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

APPROVED AND AUTHENTICATED on this 24th day of APRIL, 2018 for first reading.

Exhibit “A”

Fund Balance Policy

April 24, 2018

Resolution No. 2018 - ??

CITY OF HOLLY HILL
FUND BALANCE POLICY

I. PURPOSE

The City hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

II. DEFINITIONS

Fund Balance – The difference between assets and liabilities in a governmental fund.

Non-Spendable Fund Balance – Amounts that are not in spendable form (inventory or long-term receivables) or amounts that are required to be maintained intact (corpus of a permanent fund).

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by external resource providers such as creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution or ordinance) of the City Commission, the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specified use by taking the same type of formal action (resolution or ordinance) it employed to commit those amounts.

Assigned Fund Balance – Amounts established by City management intended to be used for specific purposes.

Unassigned Fund Balance – The residual classification representing fund balance that has not been restricted, committed or assigned and is available for general purposes.

III. SPENDING ORDER OF FUND BALANCES

The City uses restricted amounts to be spent first when both restricted (Non-Spendable Fund Balance and Restricted Fund Balance) and unrestricted fund balances (Committed Fund Balance, Assigned Fund Balance and Unassigned Fund Balance) are available unless there are legal documents/contracts that prohibit doing this, such as grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

IV. ESTABLISH RESERVE BALANCE TARGET

It is essential that governments maintain adequate levels of fund balance to mitigate risks and provide a back-up for revenue shortfalls. The Government Finance Officers Association recommends, at a minimum, that general-purpose governments, regardless of size, incorporate a financial policy maintaining unrestricted fund balance in the general fund of no less than two months (17%) of regular general fund operating revenues or regular general fund operating expenditures.

The City Commission according to the City Charter in accordance with the duties of the City Manager shall establish the following targeted minimum and maximum reserve balance of all of the City's Operating Funds Unassigned Fund Balance;

Fund	Minimum %	Maximum %
General	20	25
Water & Sewer	20	25
Solid Waste	20	100
Stormwater	20	25

These targets will be based on current fiscal year operating expenditures and transfers out less non-recurring capital. budgeted for the funds. For purposes of this calculation, the current fiscal year budget shall be the budget as originally adopted by resolution on October 1st for the current fiscal year.

V. REPLENISHMENT OF RESERVE DEFICITS

If, at the end of any fiscal year, the actual amount of Unassigned Fund Balance falls below the targeted levels set forth herein, a plan shall be established to achieve the target by adding a designated amount to the budget to cover the deficiency over a period not to exceed five (5) fiscal years.

VI. UTILIZATION OF RESERVES

In the event that the Unassigned Fund Balance exceeds the amounts set forth herein, the excess may be utilized for any lawful purpose. Appropriation of the minimum reserve balances, once met, shall require the approval of the City Commission by inclusion in the approved annual budget (and revisions thereto).

VII. ANNUAL REVIEW AND DETERMINATION OF FUND BALANCE RESERVE AMOUNTS

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of non-spendable, restricted, committed, assigned and unassigned fund balance shall be determined during this process.

Approved by the City Commission of the City of Holly Hill at a meeting held on the 24st day of April 2018 under Agenda Item Resolution No. 2018-??.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **April 24, 2018**
FROM: **John McKinney**
SUBJECT: **Resolution 2018-R-25 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Investment 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; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 1989)**
APPLICANT:
PLANNER:

DISCUSSION:

That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 218, Florida Statutes, does hereby adopt an Investment Policy attached to the Resolution as "Investment Policy" which may later be amended by the City Commission.

GUIDING LAWS AND POLICIES

In accordance with Florida Statute Section 218.415 Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body. The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses. This Policy applies to all cash and investments held or controlled by the City and shall be identified as "general operating funds" of the City with the exceptions of the City's Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g. Department of Revenue), are not subject to the provisions of this Policy.

City Charter Article III

Section 20 (6) Submit to the City Commission and make available to the public a complete report on the finances..

Section 20 (7) Make recommendations to the City Commission concerning the affairs of the city

Chapter 30 Finance
Section 30-28 At the close of each fiscal year, the unspent or unencumbered balance of each appropriation... shall be subject to future appropriations

Resolution 2010-R-64 Section 1-1 Current Fund Balance Policy

This policy allows for an internal loan program of the Pooled Cash Fund for the purpose of financing capital construction projects or capital outlay expenditures.

FISCAL ANALYSIS:

There is no cost to the city to initiate this policy.

STAFF RECOMMENDATION:

That the City Commission approve Resolution 2018-R-25, as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-25, CREATING THE CITY OF HOLLY HILL'S INVESTMENT POLICY.

ATTACHMENTS:

- Exhibit A Investment Policy 2018 (PDF)

Resolution No. (ID # 1989)

RESOLUTION 2018-R-25 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL'S INVESTMENT 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; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-25

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL'S INVESTMENT 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 EFFECTIVE DATE.

WHEREAS, pursuant to the City Charter, the City Manager has the responsibility for managing the affairs for the City; and

WHEREAS, in an effort to be consistent with current laws and policies, City Commission wishes for the City of Holly Hill to enact for the City of Holly Hill an Investment Policy (Exhibit A).

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 enact the Investment Policy incorporated herein as Exhibit "A".

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

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

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

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

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

APPROVED AND AUTHENTICATED on this 24th day of APRIL, 2018 for first reading.

Exhibit "A"

Investment Policy

April 24, 2018

Resolution No. 2018 - ??

Table of Contents

Investment Policy
of the
City of Holly Hill, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of the funds of the City of Holly Hill, (hereinafter "City"). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City and shall be identified as "general operating funds" of the City with the exceptions of the City's Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g. Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:

A. The yield has been increased, or

B. The maturity has been reduced or lengthened, or

C. The quality of the investment has been improved.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Manager. Responsibility for the administration of the investment program is hereby delegated by the City Manager to the Finance Director, who shall maintain an Investment Procedures and Internal Controls based on this Policy. The Finance Director shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the City's staff involved with the investment program. The City may employ an Investment Manager or Financial Advisor to assist in managing some of the City's portfolios. Such Investment Manager or Financial Advisor must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Commission in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the Department's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff Advisors shall only purchase securities from financial institutions, which are Qualified and Investment Institutions by the City or institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York. Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Securities Dealers as designated by the Federal Reserve Bank of New York. The Finance Director, management designee and/or the Investment Advisors shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following will be eligible requirements to that qualify serve as Qualified Institutions:

1) Regional dealers capital rule 2 under Securities and Exchange Commission Rule15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) Registered as a dealer under the Securities ExchangeActof1934;
4) Member of the National Association of Dealers (NASD)
5) Registered to sell securities in Florida; and
6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than thirty-six (36) months.

Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director, management designee or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in question for investments over $1,500,000. Investments under $1,500,000 only one (1) Qualified Institution and/or Primary Dealer must be contacted and asked to provide a bid/offer on a security. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Telerate Information System

B. Bloomberg Information

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City's custodian or their correspondent institutions.

The Finance Director or the Investment Advisor shall utilize a written quote bid process on investments over $1,500,000 to select the securities to be purchased. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee may sell the investment at the then-prevailing market price and place the proceeds with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or designee shall have the option to further restrict investment percentages from time to time based on market conditions, risks or diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this Policy are prohibited. Investments when purchased must have the required minimum debt rating as required by Moody's or Standard Poor's.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

A. The State Board of Administration's Local Government Surplus Funds Trust Fund ("SBA Pool")

1. Investment Authorization

Authorized Staff may invest in the SBA

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the SBA.

B. United States Government Securities

1. Purchase Authorization

Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities State and Local Government Series SLGS
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The length to maturity of any direct investment in the United States Government Securities are five (5) years from the date of purchase. Maturities longer than five (5) years require the City's approval.

C. United States Government Agencies full faith and credit of the United States Government

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

Government National Mortgage Association (GNMA)
United States Export Import Bank
    Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
    Certificates of beneficial ownership
Federal Financing Bank
    Discount notes, notes and bonds
Federal Housing Administration Debentures
General Services Administration

New Communities Debentures
United States Government guaranteed debentures
United States Public Housing Notes and Bonds
United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase. Maturities longer than five (5) years require the City's approval.

E. Federal Instrumentalities (United States Government sponsored agencies which are non-full faith and credit).

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following :

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its District banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie Macs) including
Federal Home Loan Mortgage Corporation participation certificates
Student Loan Marketing Association (Sallie Mae)

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal instrumentalities. The combined total of available funds invested in Federal Agencies and Mortgage Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations

The length to maturity for an investment in any Federal Instrumentality is five (5) years from the date of purchase. Maturities longer than five (5) years require the City's approval.

E. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization

Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are by the Florida security for secured Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank is not listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 50% of available funds maybe invested in non-negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers

A maximum of 25% of available funds maybe deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F. Repurchase Agreements

1. Purchase Authorization

a. Authorized Staff may invest in repurchase agreements comprised of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms with whom the City enters into repurchase agreements will have in place an executed Master repurchase Agreement with the City.

b. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent during the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Authorized Staff.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations

The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

Authorized Staff may invest in commercial paper of any United States company that is rated, at the time or purchase, "Prime-I" by Moody's and "A-I" by Standard Poor's (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least "A" by at least two nationally recognized rating agencies at the time of purchase. The LOC provider must be ranked in the top fifty (50) United States banks in terms of total assets by the American Banker's yearly report.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. Corporate Notes

1. Purchase Authorization

Authorized staff may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating at the time of purchase with a minimum "Aa" by Moody's and a minimum of "AA" by Standard Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be 3 years from the date of purchase.

I. Bankers Acceptances

1. Purchase Authorization

Authorized Staff may invest in banker's acceptances, which are issued by a domestic bank, which has at the time of purchase, an unsecured, uninsured and un-guaranteed obligation rating of at least "Prime-I" by Moody's or "A-I" by Standard Poor's. The bank must be ranked in the top fifty (50) United States banks in terms of total assets by the American Banker's yearly report.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

3. Maturity Limitations

The maximum length to maturity for bankers' acceptances shall be 180 days from the date of purchase.

J. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

Authorized Staff may invest instate and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds rated at least "Aa" by Moody's or "AA" by Standard Poor's for long-term debt, or rated at least "MIG-2" by Moody's or "SP-2" by Standard Poor's for short-term debt.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt Debts.

3. Limits on Individual Issuers

A maximum of 20% of available funds maybe invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is three (3) years from the date of purchase.

K. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

Authorized Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must be equal to $1.00.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with anyone money market Fund.

4. Rating Requirements

The money market funds shall be rated “Aam” or “Aam-G” or better by Standard Poor’s or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Intergovernmental Investment Pool

1. Investment Authorization

Authorized Staff my invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s.163.01, F. S.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis.

XIII. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios’ performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the six-month U.S. Treasury Bill. Investments of current operating funds shall have maturities of no longer than thirty-six (36) months.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to an index comprised of U.S. Treasury or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XIV. REPORTING

The Finance Director, designee and/or Investment Advisor shall provide the City Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

A. Recent market conditions, economic developments and anticipated investment conditions.

B. The investment strategies employed in the most recent quarter.

C. A description of all securities held in investment portfolios at month-end.

D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.

E. Any areas of the Policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines per the GASB.

On an annual basis, the City Manager designee shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB. If an investment held by the City shall fall below the required Moody's or Standard Poor's rating this shall be included in the Investment report. The Council shall have the option to discuss and affirm or alter the current investment held by the City. Investment reports shall be available to the public.

XV. THIRD PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall beheld with a third party custodian; and all securities purchase by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director or designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end. If an investment falls below the required Moody's or Standard Poor's rating, the custodian shall notify the Finance Director within 30 days.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVI. INVESTMENT COMMITTEE

The Finance Director with the approval of the City Manager may establish an Investment Committee for the purpose of formulating alternative investment strategies and short-range directions within the guideline herein set forth and for monitoring the performance and structure of the City’s portfolio. The Committee may include the Finance Director as Chairman, the City s financial advisor, and may include other members as maybe designated by the City Manager from time to time. In lieu of formal establishment of an investment committee the Finance Director will evaluate and manage the investment portfolio solely with the City’s Financial Advisor. If the City does not have a Financial Advisor that investment decisions will be discussed and consensus given by the City Manager.

The Finance Director will provide the Committee members with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Committee or quorum of the committee shall meet as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided.

The Investment Committee activities can include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, and dealers, and any other functions as defined herein.

XVII. INTERNAL LOAN PROGRAM

This section governs the extension of internal loans from the city’s internal liquidity resources of the Pooled Cash Fund for the purpose of financing capital construction projects or capital outlay expenditures for which external financial is not available, or for providing interim financing for municipal strategic initiatives for which a gap exists between the acquisition or construction of a project and the timing of the cash receipts from planned sources of funding including permanent debt financing, federal and state grants, fees and charges and cash from general operating sources.

Internal loans will be utilized to provide a short to medium term financing alternative for departments seeking to finance such capital projects/capital outlay expenditures, in a manner that does not detract from the overall City portfolio investment objectives and liquidity requirements. All internal loans under the Program must be approved by the City Commission. The Finance Director will promulgate general objectives, guidelines and financial reporting of administration of Program.

XVIII. INVESTMENT POLICY ADOPTION

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

Approved by the City Commission of the City of Holly Hill at a meeting held on the 24st day of April 2018 under Agenda Item Resolution No. 2018-??.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **April 24, 2018**
FROM: **John McKinney**
SUBJECT: **Enterprise Resource Planning (ERP) Migration**
NUMBER: **(ID # 2006)**
APPLICANT:
PLANNER:

DISCUSSION:

At the April 4th Workshop staff held discussions with the Commission regarding the proposed ERP migration of all systems to our providers latest versions of their software. Staff has provided the recommendation to remain with Superion H.T.E.

What is an ERP? An ERP is a suite of integrated applications that support a business' core functions. Specifically, in the City, the ERP is the backbone of all financial, payroll, permit, license, and utility billing transactions. It facilitates information flow between all business functions and departments, and manages connections to customers.

Why should the City upgrade the ERP? The current ERP, SunGard, was implemented in 1998. There has been no change from "green screen" to Naviline, no implementation of a Fleet maintenance tracking, inventory / workorder took, a reporting tool, no recent AS400 replacement, nor an interactive telephone response system for utility billing. Superion's has introduced a new, Windows-based platform called currently HTML5 and for us to get to this platform, we must first migrate to the Naviline application. This will be Superion's new platform and staff anticipates a reduction in support as more clients migrate away from Naviline. Running the City's most critical business processes on non-supported, or under-supported, software may result in an unacceptable level of risk.

It is staffs proposal that the City migrate to Naviline so that we are prepared to migrate to HTML5 in early 2019. Enhancement of our current version of Superion with the implementation of the inventory / barcoding technology will enhance efficiencies and upgrading of our utility meter data collection software will provide us with the latest technology capability to move to the cellular service read capability. Additionally, implementing the RTA Fleet Maintenance Software will provide a cost based approach to how the fleet is tracked and maintained ensuring that we are maintain our fleet in a cost effective method.

Upgrading of these ERP systems falls within sole source methodology as each of the individual systems is either the sole provider of the software or an integrated partner to the other software systems.

Current City of Holly Hill Purchasing Policies and Procedures

Sec. 30-71. - Negotiated purchases regardless of cost.

Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of $25,000 must be approved by the city commission prior to execution by the city.

FISCAL ANALYSIS:

The first phase of upgrading our current systems is estimated at $106,083.53. This is approximately $50,000 less than originally anticipated. We have a current budget of $500,000 for this upgrade. The annual maintenance fees for all solutions will be a budgeted part of the adopted annual budget. Additional cost will be incurred for training and desktop computers and monitors as required.

STAFF RECOMMENDATION:

That the City Commission authorize the City Manager to execute the associated Agreements and issue purchase orders to the following companies in the following amounts for Phase One:

Superion, LLC	$47,340	License Fees, Start-Up Fee and Professional Services
Quatred, LLC	$34,590	License fees, hardware and maintenance and supplies
National M&A	$14,160	Badger Beacon AMA Cellular Fixed Network Solution
RTA, Inc	$9,995	Fleet Maintenance Software

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE ALL AGREEMENTS WITH SUPERION LLC, QUATRED LLC, NATIONAL METER AND AUTOMATION AND RON TURLEY ASSOCIATES INC. FOR PHASE ONE OF THE ERP UPGRADE.

- Holly Hill, FL ASP Quote Rev 041218xls (PDF)
- Quatred Misc Inv_Mobile Work Orders Proposal-2018-03-08 (PDF)
- Holly Hill - Cellular and Beacon (4-11-18BL) (PDF)
- RTA Req (PDF)

SUPERION

Superion, LLC Cloud Proposal
for

Holly Hill, FL
Cloud Environment - Private Partition
April 12, 2018

HORIZON GOVERNMENT CLOUD SOLUTIONS

	Applications and/or Services	License Fees	Start-Up Fee	Professional Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	GMBA with Extended Reporting, Purchasing/Inventory, Payroll/Personnel, Cash Receipts, Accounts Recievable, Land Parcel Management, Building Permits, Business Licenses, Work Orders/Facilities Management, Customer Information Systems, Document Management Systems	N/A	$ 10,000.00	N/A	$ 90,245
New NaviLine Products (Not Currently Licensed)	NaviLine Interface	$ 8,000.00	N/A	N/A	Included in Annual Access Fee
New Third Party Applications (Not currently Licensed)	AnalyticsNOW	$ 14,260.00	N/A	N/A	Included in Annual Access Fee
Superion Professional Services	Project Management $1,280 Technical Services $2,000	N/A	N/A	$ 3,280.00	N/A
Third Party Professional Services	Installation & Configuration $2,800 Training $9,000	N/A	N/A	$ 11,800.00	N/A
Retrofit Modifications	13 Mods	N/A	N/A	N/A	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications.	N/A	Included in Startup Fees	N/A	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	N/A	Included in Startup Fees	N/A	Included in Annual Access Fee
	Total Proposed System:	**$ 22,260.00**	**$ 10,000.00**	**$ 15,080.00**	**$ 90,245**

NOTES
Quote is subject to change if additional hosting requirements are identified.

	Sample Annual Pricing	Annual Fees
Year 1		$ 90,245
Year 2		$ 94,758
Year 3		$ 99,496
Year 4		$ 104,470
Year 5		$ 109,694
	5% increase per year	

EXPIRATION
Superion, LLC prices are valid for 90 days.

PAYMENT TERMS
Term - 60 months
100% of Startup Fees are due upon receipt of invoice.
The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract.
Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.
Customer will be contacted by the Superion Project Manager to begin the implementation process of this project upon receipt of startup fees.

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Miscellaneous Inventory/Mobile Work Orders Proposal

March 8, 2018

QUICK

Item Description	Item No.	Qty	Unit Price	Disc %	Net Price	Total Amount
MOBILE COMPUTING SOFTWARE						
QUICK® Integration Software for Superion (up to 10 users)						
QUICK® Integration Software Component - QD Misc. Inventory / Mobile Work Orders	QUA-QUICK_INT_QD	1.00	$14,995.00		$14,995.00	$14,995.00
QUICK® Integration Software Component - Additional Individual License (Beyond first 10)	QUA-QUICK_SNG	0.00	$250.00		$250.00	$0.00
			MOBILE COMPUTING SOFTWARE SUB-TOTAL			**$14,995.00**
MOBILE COMPUTING SOFTWARE ANNUAL MAINTENANCE						
QUICK® Annual Maintenance (after 1st year) - QD Misc. Inventory (Mobile Work Orders)	QUA-MAINT- QD	1.00	$2,400.00	100%	$0.00	$0.00
			MOBILE COMPUTING SOFTWARE ANNUAL MAINTENANCE SUB-TOTAL			**$0.00**
MOBILE COMPUTERS & ACCESSORIES						
Mobile Unit - Algiz 8X						
Algiz 8X Intel Quad-core128 GB SSD, 4 GB DDR3 RAM, Bluetooth, WLAN, GPS, 8 megapixel camera	A8XV1-10P03	4.00	$1,899.00		$1,899.00	$7,596.00
Algiz 8X Accessories						
Algiz 8X Barcode Scanner Expansion Module, Honeywell N6603	A8XEXP-BC	4.00	$441.00		$441.00	$1,764.00
Algiz 8X Desktop Cradle	ALG8X-14A	4.00	$285.00		$285.00	$1,140.00
			MOBILE COMPUTERS & ACCESSORIES SUB-TOTAL			**$10,500.00**
BARCODE SCANNERS FOR CASH RECEIPTS						
Scanner - DS4308						
DS4308-SR Kit (Includes 7' USB cable, and stand)	DS4308-SR7U2100SGW	3.00	$374.00	31%	$258.06	$774.18
			BARCODE SCANNER SUB-TOTAL			**$774.18**
EXTENDED MAINTENANCE - HARDWARE*						
MaxCare All Inclusive, 3 Year coverage	MC-A8X-AI3	4.00	$439.00		$439.00	$1,756.00
OneCare Essential Service, Includes Comprehensive Coverage, 5 Years	Z1AS-DS4308-5C03	3.00	$50.60	15%	$43.01	$129.03
			HARDWARE EXTENDED MAINTENANCE SUB-TOTAL			**$1,885.03**
ONSITE IMPLEMENTATION SERVICES						
Implementation (hardware/software installation, configuration)	QUA-IMPLMNT	1.00	$2,400.00		$2,400.00	$2,400.00
Training	QUA-TRAIN	1.00	$2,400.00		$2,400.00	$2,400.00
			IMPLEMENTATION SERVICES SUB-TOTAL			**$4,800.00**

Quatred, LLC 267 Pitman Road, Center Barnstead, NH 03225 Tel/Fax 888.395.8534 www.quatred.com

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Miscellaneous Inventory/Mobile Work Orders Proposal
March 8, 2018

QUICK

Item Description	Item No.	Qty	Unit Price	Disc %	Net Price	Total Amount
ONSITE TRAVEL EXPENSE						
Travel & Living Expenses	QUA-TRAVEL	1.00	$2,284.00		$2,284.00	$2,284.00
					ONSITE TRAVEL EXPENSE SUB-TOTAL	**$2,284.00**
SHIPPING						
Shipping, Handling	QUA-SHP	1.00	$125.00		$125.00	$125.00
					SHIPPING SUB-TOTAL	**$125.00**
					GRAND TOTAL	**$35,363.21**

See Important Notes on page 3

Discounts Included in Total: $2,770.59

TERMS

License fees,hardware, maintenance and supplies due at execution.	**$27,380.03**
Shipping, implementation, travel expense and training due on receipt	**$7,209.00**
GRAND TOTAL:	**$34,589.03**

ANNUAL MAINTENANCE TOTAL (starting year 2) **$2,400.00**

Approval

PRINTED NAME

AUTHORIZED SIGNATURE

DATE

"Touchless Technologies"

Important Notes

IMPORTANT NOTES

This pricing in this proposal is valid for 30 days from date of proposal and may be rescinded at any time
This proposal is confidential and may not be copied or distributed without written permission.
Purchaser is responsible for all sales and/or use taxes associated with this sale (where applicable)
Purchaser is responsible for all shipping, handling, and insurance charges included in above proposal
The discounts offered in this proposal are based upon the proposal in its entirety.
Software annual maintenance is billed after first year
If acceptable wireless a/b/g/n coverage is availabe in areas where mobile computers will be utilized, Extreme wireless infrastructure will not be required.
Extended equipment maintenance plans are not mandatory…. but highly recommended.
Maintenance from the start pricing is only available within 30 days of purchase of Zebra equipment
QUICK® software license is valid for up to 10 mobile users (10 user minimum). Additional single mobile users or additional 10 packs may be purchased
QUICK® Print software is required to print bar coded labels from Superion Software and works with Zebra printers utilizing ZPL
If customer does not utilize QUICK® Print, It is assumed the customer will produce bar coded labels in the required format.

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Zebra Returns Policy

Standard Return Policy

1. A returned merchandise authorization (RMA) number must be issued for all returns.
2. Product may be returned within 30 days of sale with valid RMA number.
3. When returning product, place RMA number on packing slip & shipping label only. Do not write RMA number on boxes. Use a shell or outer box, if necessary.
4. Product must be returned in its original packaging including all accessories, bags, CD's and manuals.
5. Credit will be issued only for returned items which references an RMA number. If there is a problem or delay issuing credit, the tracking number must be provided to Quatred.
6. Product must arrive at distributors dock within 30 days of the RMA being issued. Quatred will provide RMA shipping address.
7 Items received outside of stated timeframe or in unacceptable condition will not be credited and will be returned to reseller at their own expense.
8 Refused shipments must be reported to Quatred within 24 hours of refusal.
9 A restock fee will be charged on all incomplete product returns which Quatred can make factory complete.
10. Cross shipment of RMA product must include a replacement Purchase Order and your account must be in good standing.
11. The customer is liable for the condition of the returned product.
12. If the product is tested and there is no problem found, reseller will be subject to a $50.00 fee.
13. Approved RMA's will be credited to your account with Quatred.

Defective or Dead On Arrival (D.O.A.) Product Returns

1. D.O.A. Product is defined as a product that failed to perform right out of the box. If a unit arrives in working condition and then fails, it is considered a warranty claim.
2. D.O.A. is not a valid reason for a return. Reseller must provide details of D.O.A.
3. D.O.A. products can be returned within 30 days of invoice.
4. Defective or D.O.A. products must include a case number or confirmation name from Quatred tech support or the appropriate manufacturer.
5. Defective product older than 30 days is covered by the manufacturer's warranty.

Product Damaged In Transit

1. Damaged goods must first be inspected at your location by the freight carrier.
2. Claims for goods damaged in transit must be received within 10 calendar days of shipment.
3. Claims are handled between the distributor and the carrier, outside of normal RMA procedure.

Products Distributor Will Not Accept for Return

1. Products that have been used.
2. Original box is missing, damaged, or original box is defaced with writing or markings.
3. Product is missing packaging, manuals, or other components.
4. Broken case media, print heads, and software.
5. Products not purchased from Quatred.
6. Purchases or RMA's issued over 30 days.
7 Referencing RMA number is not included with the return.
8 Special Order, custom configured, discontinued, or obsolete products.
9 Product shipped with other than factory default settings (includes configuration changes per reseller request).
10. Serial numbers do not match the referenced invoice.
11. Custom Media of any type.

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Handheld Return Policy

Warranties

All products are limited warranted against defects in materials and workmanship for twelve (12) months from the original date of purchase unless otherwise agreed. Accessories and peripherals are limited warranted against defects in materials and workmanship for ninety (90) days from the original date of purchase. If notice is received of such defects during the limited warranty period, the proven defective product(s) will either be repaired or replaced, at the manufacturer's option. Replacement products may be either new or like new.

Handheld does not warrant that the operation of the products will be uninterrupted or error free. If the product is not, within a reasonable time, repaired or replaced to a condition as limited warranted, the customer will be entitled to a refund of the purchase price upon prompt return of the product.

Limited warranty does not apply to defects resulting from (a) improper or inadequate maintenance or calibration, (b) software, interfacing, parts, or supplies not supplied by Handheld, (c) unauthorized modification, or misuse, (d) operation outside of the published environmental specifications for the product, or (e) physical damage due to external causes, including accident, abuse, misuse or problems with electrical power.

To the extent allowed by local law, the above limited warranties are exclusive and no other warranty or condition, whether written or oral, is expressed or implied, specifically disclaiming any implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

To the extent allowed by local law, the remedies in this limited warranty statement are the customer's sole and exclusive remedies. Except as indicated above, in no event will the manufacturer or its suppliers be liable for loss of data or for direct, special, incidental, consequential (including lost profit or data), or other damage, whether based in contract, tort, or otherwise.

Complaints/Support issues/Returns Policy

Company customers shall inspect all articles on arrival in order to verify that the article is free from defects. In order to lodge a complaint about a defective article, company customers shall contact Handheld immediately, not later than 8 days after the date of the invoice, and return the article. If the complaint is made later than 8 days after the date of the invoice, Handheld reserves the right to determine in what way the defect will be remedied.

Complaints shall be made by contacting Handheld by telephone at 541-752-0313 or via e-mail to info@handheld-us.com and provide the order and invoice numbers and the reason for the complaint. At this time, a return number is provided. Note that receiving a return number is not to be construed as the approval of a complaint. Return shipping shall be paid by the sender when returning the article to Handheld. The order sheet, invoice and notice of the valid return number together with a preferably detailed account of the defect shall be included with the article. If shipping is not paid, or if any documentation is lacking, the article will be returned to the customer. Returns shall be made in the original packaging, well packed in packaging approved by the postal service. Any transport damage due to deficient packaging will be billed to the customer.

Handheld reserves the right to inspect the article and to bill a testing charge of $100 should the article prove not to be defective and the claim is not accepted.

Liability for defects

If defects occur for which Handheld is liable, Handheld undertakes, at its own discretion, to either remedy the defect by repair or by re-delivering or refund the purchase price. Please note that support and reporting of defects is provided in English only; in some cases, reporting of defects may only be provided via email or website.

Handheld's liability as a result of article faults is limited to that which is indicated in these general terms of sale. Handheld is thus neither directly nor indirectly responsible for, for example but not limited to, incompatibility, delayed delivery, harmful properties of the articles, product liability, loss of profits, business stoppage, loss of stored information, extra work or any other economic damage.

"Touchless Technologies"

Handheld Warranties

MaxCare Warranties

Handheld Maxcare™ is a comprehensive service plan available for newly purchased Handheld devices worldwide

Our objective is to provide customers with the best choice of a cost-effective and efficient service plan for our rugged tablets and handhelds. Handheld products are designed for those who work in less-then-gentle environments, and whether the challenges come from weather, extreme temperatures or tough work situations, all our devices are made to rise to the challenge. But in case something does go wrong, we've developed the MaxCare product warranties: multiple extended warranty options that provide you with peace of mind on future service costs and lower the total cost of ownership for our devices.

You won't find built-in obsolescence here. Handheld's rugged computers are made to last longer than consumer units - and that includes repairs and service. Our industry carries spare parts longer and offers longer warranty options for our already long-lasting products, making our offerings even more cost efficient.

The Handheld MaxCare service plan is a comprehensive package of add-on service options that will help protect your technology investment and offer additional security for your business. Both MaxCare service plans are valid for a period of three or five years from the product's purchase date to ensure extended lifecycle protection. We offer both an economical Standard plan and an All-inclusive plan.

MaxCare Standard
MaxCare Standard is a straightforward service plan for the user who wishes to extend our standard warranty coverage and free outgoing shipping service for three or five years. This efficient warranty-extension plan makes repairs easy and fast, adds cost effectiveness to your product and provides you with a greater sense of security

MaxCare All-Inclusive
MaxCare All-Inclusive is our no-questions-asked coverage plan designed for the mission-critical user. As soon as your unit arrives at a Handheld service center, we'll take care of any and all issues. This plan includes coverage for all repairs required as a result of accidental damage, including non-warranty repairs - all at one low, fixed cost. It also includes free return shipping and an annual service report and service meeting. Optionally, users may add the Gold Disc feature; a reload of the user supplied Gold Disk Image if requested. This plan offers our best value for the cost, covering any necessary repairs during your selected three- or five year extended warranty period.

NATIONAL
METER & AUTOMATION

Quotation

2501-A Merchant Ave.
Odessa, Florida 33556
Phone 727.375.9701 Fax 727.375.9703
www.nationalmeter.com

Date: 4/11/18

Ship To
City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117

Fax #	Phone #		Freight	Terms
386-248-9497	386-248-9427		FOB – Odessa	Net 30 Days

Description	Qty	Price Each	Total
<u>Scope of Project</u>: <u>Badger Beacon AMA Cellular Fixed Network Solution. Includes Beacon AMA Software, Hosting, (1) Day On Site Training</u>			
Activation Fee (One Time Purchase)(Reflects discount from special starter program) Includes: - Hosted “Beacon” utility meter data collection software - Automatic software update pop-ups - “96” 15 minute interval meter reads daily with alarms and alerts, including daily leak detection - “No Cost” billing interface to existing billing system - Eye on Water Customer Portal (Included with Cellular Endpoints Only) - Smart Phone app for utility personal and end users - “No” annual service agreements for hardware or software - “No” annual maintenance agreements for hardware or software	1	$4,375.00	$4,375
Training – One Day Onsite (One Time Purchase)	1	$1,350.00	$1,350
<u>Additional Yearly Service Unit Fees</u>			
Included Beacon Cellular Service Unit Fees – The first 288 service units will be billed at no charge (Reflects discount from special starter program)(See below for service unit cost after 288.	288	$0.00	$0.0
Beacon Cellular Service Unit Fees – Each active cellular endpoint requires 12 service units for the year. Each active cellular endpoint will be billed at $0.89 per service unit or $10.68 per year. (Billed from Badger)			
Beacon SE Service Unit Fees – Each active SE endpoint requires 12 service units for the year. Each active SE endpoint will be billed at $0.13 per service unit or $1.56 per year. (Billed from Badger)			
Gateway Service Unit Fees – Each active Gateway requires 12 service units for the year. Each active Gateway will be billed at $18 per service unit or $216.00 per year. (Billed from Badger)			

Water Meters and Cellular Endpoints			
M25 Badger 5/8"x3/4" Disc Water Meter with HRE-LCD Encoder and Orion Cellular Endpoint	1	$210.75	$210.7
Retrofits			
HRE-LCD Encoder and Orion Cellular Retrofits	1	$169.00	$169.(
Cellular Endpoints Only			
Badger Orion Cellular Endpoints Only	1	$111.00	$111.(
Miscellaneous Equipment			
Trimble Ranger 3 Handheld	1	$8,434.50	$8,434
Pricing includes Trimble Ranger 3 Handheld preloaded with the Badger Field Application suite of handheld software (ORION Field Application meter reading, ORION Endpoint Utility, E-Series Utility and Office Docking Station (charging cradle). Price includes 36-month handheld hardware warranty & software support. Some software features such as BEACON AMA data synchronization, require deployment of a BEACON AMA solution to utilize.			
Handheld utilizes Windows Mobile Professional 6.5 or later, 256 MB RAM, 8 GB non-volatile flash memory, integrated Bluetooth, Wi-Fi 802.11 b/g, GPS, electronic compass and accelerometer. Handheld features a gray overlay, 4.2 " high resolution color touch screen and custom Badger Meter keypad and each handheld comes with an office docking station (charging cradle), IR communication cable and 15-pack screen protectors (one applied). ORION handhelds also include an internal ORION transceiver or receiver, 5 MP auto-focus camera with LED flash, LED flashlight and 1D barcode laser scanner.			
24 hr. / 365 day / year Tech support provided by Badger Meter. Prices valid through 6/1/18			
Holly Hill Cellular and Beacon Software Quote Page 2 (4-11-18)			

Prices are firm for acceptance within 30 days and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation. All sales are subject to applicable sales tax unless tax exempt certificate is provided. Returned material is subject to restocking charges. Please see our website, www.nationalmeter.com for details. Terms are N30 days.

Signature *Brad Lowe*

Requisition to Purchase

City of Holly Hill, Florida

Date:4/12/2018		Purchase Order No:		
Emergency :	Yes:		No :	X

Employee Name: Danny O'Flaherty

Department :Fleet Department		Budget #:
Vendor No :		
Ron Turley Associates Inc		
Address: 17437 North 71st Dr. Suite 110		Requisition #:
Glendale, AZ 85308		
Phone:	623-581-2447	
Fax No :	623-582-1747	

Quantity	Part No.	Description and Spec.'s	Unit Price	Total
		RTA Fleet Maintenance Software (Up to 150 Units)		$6,495.00
		Network Multi - User (up to 5 Concurrent Users)		$2,000.00
		Electronic Fueling Interface (to interface with fuel		$1,500.00
		from Volusia County Fuel Management)		
		RTA has a purchasing agreement with Miami-Dade		
		Agreement #L9820-3/23 (Enclosed)		
		Also has RTA has a GSA Agreement #GS-35F-561GA		
		Total		$9,995.00

Reason:	New fleet software to track PM maintenance,vehicle/Equipment life spans,ROI,fuel and tyre use.Also asset management.

Attachment: RTA Req (2006 : Enterprise Resource Planning (ERP) Migration)

RON TURLEY ASSOCIATES, INC.
FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES
17437 North 71st Dr. Suite 110
Glendale, AZ 85308
Phone: 800-279-0549 • 623-581-2447 Fax: 623-582-1747
Website: www.rtafleet.com

April 12, 2018

Price Quote for

City of Holly Hill

Software Products	
RTA Fleet Maintenance Software (Full System for 150 Units)	$ 6,495
Network Multi-User (Up to 5 Concurrent Users)	$ 2,000
Electronic Fueling Interface	$ 1,500
TOTAL	**$ 9,995**

***** Pricing good until April 30, 2018 *****

Annual support after the first year will be approximately $1,600

System purchase includes the following:

1. Unlimited technical support first year
2. Software updates first year
3. Training videos
4. Installation
5. Implementation
6. Online classes
7. 3 day Phoenix training

A training certificate is included with your purchase at no additional cost. The certificate is good for 1 person to attend the 3 day training class held in Phoenix monthly. Additional people can attend the training session at $500 per person. We also provide online and onsite training as an option. Let me know if you need additional information.

Taano Jacques
Account Manager
866-583-4513
tjacques@rtafleet.com

Form **W-9** (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ 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.)
17437 N 71st DRIVE, SUITE 110

Requester's name and address (optional)

6 City, state, and ZIP code
GLENDALE, AZ 85308

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 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.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
86 - 0621688

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 4-12-18

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Attachment: RTA Req (2006 : Enterprise Resource Planning (ERP) Migration)

SOFTWARE LICENSES UPGRADE, MAINTENANCE, AND SUPPORT AGREEMENT

RON TURLEY ASSOCIATES, INC. (RTA)

THIS SOFTWARE LICENSES UPGRADE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND RON TURLEY ASSOCIATES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA, HAVING ITS PRINCIPAL OFFICE AT 20823 N. 19TH AVENUE, SUITE 4, PHOENIX, AZ 85027 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

A. County is the owner of, or has acquired rights to the RTA Fleet Management System Software and Documentation (as defined below).

B. Licensor desires to grant to the County and the County desires to obtain from the Licensor a(n) nonexclusive perpetual license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

C. Licensor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.

1.2 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.3 "Software" shall mean the computer programs in machine readable object code and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.5 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software as outlined in Appendix A, Scope of Services.

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensor.

ARTICLE 3. DELIVERY

3.1 Software. The Licensor shall deliver to the County a master copy of the Software licensed hereunder in object code form, in electronic files only. All County license keys, usernames, and passwords shall be authenticated by the Licensor and perform according to Appendix A "Scope of Services".

3.2 Documentation. The Licensor shall deliver copies of the associated Software Documentation to the County.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 72nd month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three additional one (1) year terms, for a maximum total of nine (9) years. If the County chooses not to renew the support agreement, support services will be provided on a time/materials rate basis.

4.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

4.3 Notification. The County will notify the Licensor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Licensor Obligations. Licensor shall provide the County with the following support and maintenance services for the products licensed by the County:

a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.

b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.

c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.

d) Provision of available major upgrades (version with substantially enhanced volume of functions).

e) Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause 5.1 only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

5.2 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

a) Level A: System does not work. These issues will be contacted via phone.
b) Level B: System works with limited functions.
c) Level C: System basically working. Just errors/problems with specific functions.

Licensor ensures the following response times (via phone or e-mail) to the County:

a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).

5.3 Email Support. For the term of this Agreement, licensor shall provide support via email. The error and priority levels set forth in clause 5.2 above and the response times indicated therein are applicable.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by licensor as set forth in Appendix B "Price Schedule".

ARTICLE 6. SOFTWARE MODIFICATIONS

6.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

6.2 Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Licensor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Licensor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Licensor's warranty obligations.

b) Following the County's acceptance of all enhancements/modification, the Licensor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

6.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 7. LICENSE FEES, METHOD AND TIMES OF PAYMENT

7.1 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor or before County's approval of this Agreement shall be at the Licensor's risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof. If additional software upgrades are purchased by the County during the term, the support fee will increase by 12% of the price of the upgrade purchased.

7.4 Invoices. All invoices shall be taken from the books of account kept by the Licensor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be thirty (30) days from receipt of a proper invoice; 2% discount if paid in 10 days. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Licensor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Licensor under this Contract. Such retained amount shall be applied to the amount owed by the Licensor to the County. The Licensor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Licensor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami FL 33152-6624

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could hard the County's proprietary interest therein.

8.2 The Licensor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder.

8.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

8.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 9. CONFIDENTIALITY

9.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 if the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

9.2 In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

10.4 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid or (b) repair or replacement of the Software; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

10.5 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

a) Any provision herein to the contrary notwithstanding, the maximum liability of Licensor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Licensor by the County for the Software whose license, use, or other employment gives rise to the liability.

ARTICLE 11. INDEMNIFICATION

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies

Institution in writing of any claim, gives the Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

ARTICLE 12. DEFAULT AND TERMINATION

12.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i)stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and

b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix B- Price Schedule.

d) All compensation pursuant to this Article are subject to audit.

12.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

12.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

12.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by

Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

Attention:	Nelvy Garcia
Phone:	305-876-8482
Fax:	305-869-4283 or 305-876-0323
E-mail:	ngarcia@miami-airport.com

and to the Agreement Manager:

Miami-Dade County
ISD Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention:	Margaret Brown
Phone:	305-375-4914
Fax:	305-375-5688
E-Mail:	mwater@miamidade.gov

(2) To the Licensor

Ron Turley Associates, Inc.
17437 N. 71st Dr., Suite 110
Glendale, AZ 85308

Attention:	Bill Kiff
Phone:	800-581-2447
Fax:	623-582-1747
Email:	billkiff@rtafleet.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. NONASSIGNABILITY

Licensor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 15. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 16. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Licensor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
    (Ordinance 97-35)

12. ***SubLicensor /Supplier Listing***
    (Section 2-8.8 of the County Code)

13. ***W-9 and 8109 Forms***
    (as required by the Internal Revenue Service)

14. ***FEIN Number or Social Security Number***
    In order to establish a file, the Licensor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Licensor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

    - Identification of individual account records
    - To make payments to individual/Licensor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

15. ***Office of the Inspector General***
    (Section 2-1076 of the County Code)

16. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

17. ***Antitrust Laws***
    By acceptance of any contract, the Licensor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 17. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 18. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 19. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising due to and under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 20. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., 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; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 21. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

LICENSOR		MIAMI-DADE COUNTY	
By:		By:	
Name:	Bill Kiff	Name:	Carlos A. Gimenez
Title:	Chief Operating Officer	Title:	Mayor
Date:	2/17/15	Date:	4/14/2015
Attest:	Sherina Norris Corporate Secretary	Attest:	Clerk of the Board

Corporate or Notary Seal

SHERINA L. NORRIS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
FEBURARY 9, 2016

COUNTY COMMISSIONERS
MIAMI-DADE COUNTY FLORIDA

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A – Scope of Services

Appendix A – Scope of Services

1. During the Agreement term, RTA shall render the following services in support of the RTA System subject to the compensation for each type of service in RTA's rate schedule set forth in the RTA price list.

    a. RTA shall maintain a telephone hotline that allows the County to report system problems and seek assistance in use of the RTA system. This hotline is available from 5:00 AM to 5:00 PM MST (except during special circumstances such as Users Conference or phone outages), Monday through Friday (excluding most US holidays). USA 800-279-0549, other: 623-581-2447.

    b. RTA shall maintain a trained staff capable of rendering the services set forth in this Agreement.

    c. RTA shall be responsible for using all reasonable diligence in correcting verifiable and reproducible errors when reported to RTA. RTA shall, within 1 working day of verifying that such an error is present, initiate work in a diligent manner toward development of an error correction. Errors will be classified as High, Medium and Low and will take precedence based on classification. Following completion of the error correction, RTA shall provide the error correction through a "temporary fix" consisting of sufficient programming and/or operating instructions to implement the error correction, and RTA shall include the error correction in all subsequent releases of the RTA System. RTA shall not be responsible for correcting errors in any version of the RTA System other than the most recent release of the RTA System, provided that RTA shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow County to implement the newest release, not to exceed 90 days.

    d. RTA will, from time to time, issue new releases of the RTA System to its customers, generally containing error corrections, minor enhancements, and, in certain instances if RTA so elects, major enhancements. RTA shall provide the County with one copy of each new release, without additional charge. RTA shall provide reasonable assistance to help the County install and operate each new release, provided that such assistance, if required to be provided at the County's facility, shall be subject to the supplemental charges.

    e. RTA publishes a semi-annual newsletter designed to keep its customers generally informed about the use and operation of the RTA System, features of new releases and enhancements, and current additional support and training offerings. The County will receive an annual subscription for the newsletter for the period this agreement is in force.

    f. RTA shall consider and evaluate the development of enhancements for the specific use of the County and shall respond to the County's requests for additional services pertaining to the RTA System (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by RTA and the County.

Appendix B – Payment Schedule

APPENDIX B – PAYMENT SCHEDULE

LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES

Software License Fees

Software Description	Quantity	Fees
RTA Fleet Management System Vehicle Upgrade	1900 Vehicles	$ 28,500.00
Maintenance and Support Service		
RTA Fleet Management System – Year 1	October 1, 2015 –September 31, 2016	$3950.00
RTA Fleet Management System – Year 2	October 1, 2016 –September 31, 2017	$4550.00
RTA Fleet Management System – Year 3	October 1, 2017 –September 31, 2018	$5550.00*
RTA Fleet Management System – Year 4	October 1, 2018 –September 31, 2019	$6550.00*
RTA Fleet Management System – Year 5	October 1, 2019 –September 31, 2020	$6550.00*
RTA Fleet Management System – Year 6	October 1, 2020 –September 31, 2021	$6550.00*
	TOTAL	$62,200

- The Support Fees are based on 12% of the software value owned by MDAD. The above prices include the current MDAD software and additional 1900 vehicle upgrade described above. If additional software upgrades are ordered by MDAD, the support fees will increase by 12% of the software upgrade purchased by MDAD in years 3-6.

Ongoing Maintenance and Support Service Fees

RTA Fleet Management System – OTR 1	October 1, 2021 –September 31, 2022	$6550
RTA Fleet Management System – OTR 2	October 1, 2022 –September 31, 2023	$6550
RTA Fleet Management System – OTR 3	October 1, 2023 –September 31, 2024	$6550
	TOTAL OTR YEARS	$19,650
	TOTAL CONTRACT VALUE	$81,850